

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

***CITY OF REDLANDS***

**AND THE**

**REDLANDS ASSOCIATION OF  
MANAGEMENT EMPLOYEES**

**JULY 1, 2023 - JUNE 30, 2026**



**MEMORANDUM OF UNDERSTANDING**

*Between*

**The City of Redlands**

*And*

**Redlands Association of Management Employees**

**July 1, 2023 - June 30, 2026**

**TABLE OF CONTENTS**

Article 1. Term of Memorandum of Understanding ..... 4

Article 2. Preamble ..... 4

Article 3. Recognition ..... 4

Article 4. Salaries ..... 4

Article 5. Retirement ..... 4

Article 6. Education Incentive Pay ..... 5

Article 7. Longevity Pay ..... 5

Article 8. Uniform Allowance ..... 6

Article 9. Tuition Reimbursement ..... 6

Article 10. Bilingual Pay ..... 6

Article 11. Death of Employee ..... 6

Article 12. Health Insurance ..... 7

Article 13. Dental Insurance ..... 8

Article 14. Vision Care ..... 8

Article 15. Life Insurance ..... 8

Article 16. State Disability Insurance (SDI) ..... 8

Article 17. Vacation ..... 8

Article 18. Sick Leave ..... 8

Article 19. Deferred Compensation ..... 9

Article 20. 401 A Plan ..... 9

Article 21. Vehicle Allowance..... 9

Article 22. Bereavement Leave ..... 10

Article 23. Leave of Absence Without Pay ..... 10

Article 24. Personal Leave..... 10

Article 25. Executive Leave ..... 10

Article 26. Holidays ..... 10

Article 27. Probation ..... 11

Article 28. Review/Evaluation Date ..... 11

Article 29. Performance Evaluations ..... 11

Article 30. Disciplinary Procedure ..... 11

Article 31. Grievance Procedure..... 16

Article 32. Demotion/Non-Disciplinary ..... 20

Article 33. Layoff Procedure ..... 20

Article 34. Management Rights..... 22

Article 35. Savings Clause ..... 22

Article 36. Zipper Clause ..... 22

Article 37. Signatures..... 22

**Article 1. TERM OF MEMORANDUM OF UNDERSTANDING**

Except where expressly stated otherwise herein, the City of Redlands (“City”) and the Redlands Association of Management Employees (“Unit”) agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

**Article 2. PREAMBLE**

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Unit.

**Article 3. RECOGNITION**

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

**Article 4. SALARIES**

- A. All Unit employees shall receive the following salary increases:
  - 1. Effective the first full pay period after July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.
  - 2. Effective the first full pay period after July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
  - 3. Effective the first full pay period after July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
- B. **Compaction:** A minimum salary differential of twenty percent (20%) shall be maintained between Management Unit classifications and Mid-Management Unit classifications. In the event there are increases to salaries in mid-management classifications that result in a differential less than twenty percent (20%) between mid-management unit classifications and the management Unit they report to, all management classifications shall be adjusted upward until the differential is maintained. The existing salary differentials within the management unit shall be maintained.
- C. All Management Unit employees are responsible for the employee contribution to Social Security and Medicare.

**Article 5. RETIREMENT**

**A. Classic Members**

- 1. All “classic” Unit employees shall personally fund 100% of the 7% of compensation earnable as and for the individual employee’s normal employee PERS contribution. (The term “classic” member is defined in the Public Employee’s Pension Reform Act of 2013 “PEPRA.”)

All “classic” employee normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the member’s CalPERS account.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

**B. New Members**

1. The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.
2. Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)
3. Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

**Article 6. EDUCATION INCENTIVE PAY**

Unit employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

**Article 7. LONGEVITY PAY**

- A. Employees with ten (10) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their tenth (10<sup>th</sup>) year of service.
- B. Employees with fifteen (15) years continuous service with the City, shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period closest to completion of their fifteenth (15<sup>th</sup>) year of service.
- C. In the event that an employee is not at Step 4 when he/she is eligible for the Step 5, at the completion of ten (10) 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 Step 5.
- D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of fifteen (15) 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 Step 6.

**Article 8. UNIFORM ALLOWANCE**

The Fire Marshal shall receive a uniform allowance of eleven hundred dollars (\$1,100) per year, with \$550 paid in January, and \$550 paid in June.

**Article 9. TUITION REIMBURSEMENT**

- A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars (\$5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.
- B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent to qualify for reimbursement.

**Article 10. BILINGUAL PAY**

- A. Eligible Unit employees will be compensated \$100.00 per month for the performance of bilingual skills beginning the first pay period following certification by successful completion of a competency exam administered through the Human Resources Department or third party selected by the City.
- B. Recommendation by the Department Head.
- C. The determination of the number of employees designated to receive bi-lingual pay is at the sole discretion of the City.
- D. Bilingual pay shall apply regardless of the frequency or total time required to perform translation duties.
- E. In the event that a department head's bilingual employees are not available and a bilingual need occurs, that department head may request that another department head loan a bilingual employee to that department to handle the bilingual need for the duration of the assignment.
- F. In the event that an employee which is approved for bilingual pay receives a change in assignment, classification, job duties or is transferred or promoted, a determination may be made by the employee's department head that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee without right of appeal.
- G. In the event that there are more bilingual employees in a department or location than are required by the City to provide this service, the City will determine a method whereby qualified employees can receive this compensation on a rotational basis.
- H. The City reserves the right to determine the languages for which testing will be conducted.
- I. The City reserves the right to determine where the use of employee bilingual skills would be best served.
- J. The City may require employees to keep a log demonstrating that bilingual skills are being utilized.
- K. An employee's continuation in the bilingual program is subject to periodic evaluation and retesting.
- L. Only employees granted bilingual pay shall be required to speak the designated language.

**Article 11. DEATH OF EMPLOYEE**

- A. The eligible dependents of deceased Unit employees shall be entitled to benefits as follows:
  - 1. 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.

2. 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.

**Article 12. HEALTH INSURANCE**

- A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City’s cafeteria plan that is equal of the difference between the City’s minimum PEMHCA contribution and the following amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	\$750	\$775	\$800
Employee Plus One Dependent:	\$1,500	\$1,550	\$1,600
Employee plus Two or more Dependents:	\$1,950	\$2,025	\$2,100

- B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.
- C. The City agrees to provide a stipend of \$350, on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.
- D. Insurance Adjustment: In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars (\$150) to offset the co-payments and deductibles for medical insurance plans.
- E. Retiree Medical:
  1. For all unit members who qualify as an “annuitant” under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.
  2. Upon service retirement and completion of fifteen (15) or more cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid lifetime medical and dental insurance (excludes vision coverage) for the employee and eligible dependents, under the City’s medical and dental insurance programs, and may elect to convert accumulated sick leave to cash using the following formula, or have the option of converting 100% of accrued sick leave hours to service credit, or may use the following formula to convert accrued sick leave to cash and convert the remaining sick leave to service credit.

COMPLETED YEARS OF SERVICE	CONVERSION PERCENTAGE
10 - 15	25%
16 - 19	35%
20+	50%

Unit employees hired on or after March 11, 2010 are not eligible for the lifetime medical benefit.

3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the Medical Bridge, the City will contribute the difference between the PEMCHA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing unit members until the member reaches the age of medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.

**Article 13. DENTAL INSURANCE**

The City agrees to pay the full monthly premium for dental insurance under the City’s dental plan or its equivalent for each Unit employee and all eligible dependents.

**Article 14. VISION CARE**

The City agrees to reimburse each Unit employee up to three hundred dollars (\$300) 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 15. LIFE INSURANCE**

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars (\$25,000) for all Unit employees. Employees may also purchase additional increments of life insurance at the City’s group rate at their own expense.

**Article 16. STATE DISABILITY INSURANCE (SDI)**

Unit employees shall be required to participate in State Disability Insurance at employees’ expense.

**Article 17. VACATION**

A. The vacation accrual for Unit employees shall be as follows:

YEARS/MONTHS OF SERVICE	ANNUAL ACCRUAL RATE – HOURS
0 – 4 (0-59 months)	80
5 – 6 (60-83 months)	120
7 – 9 (84-119 months)	140
10–14 (120-179 months)	160
15+ (180 months+)	200

The maximum vacation accrual leave balance shall be 1000 hours. Unit employees shall convert all hours over 800 each year to a qualified 401(a) retirement plan to the maximum allowed by law. The conversion shall occur in January each year.

**Article 18. SICK LEAVE**

A. **ACCRUAL:** Unit employees shall receive eight (8) hours of sick leave per month.



- 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 Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.
- D. **CONVERSION TO CASH:** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) years or more of continuous service shall be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	25 %
16 – 20	35 %
21+	50 %

- E. **UPON RETIREMENT:** In lieu of the benefit D and upon retirement under the PERS retirement plan, Unit employees will have the option of: (1) converting one hundred percent (100%) of individual sick leave accruals to service credit; or, (2) Unit employees 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 deposited in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. 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 PEHP.

**Article 19. DEFERRED COMPENSATION**

The City shall provide a 457 (b) deferred compensation plan to Unit employees. Unit employees may make voluntary contributions to the 457 (b) plan up to the maximum allowed by law. Participation by Unit employees is optional and all other costs shall be borne by plan participants.

**Article 20. 401 A PLAN**

The City shall pay the costs to administer a 401(a) Retirement Plan. In January of each year, the City of Redlands makes an annual contribution to deferred compensation on behalf of each Unit employee in the amount of \$1,125 per year + 3% of salary. For new Unit employees and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

Upon retirement, Unit employees shall deposit the cash value of vacation leave, incentive payouts, floating holidays, and executive leave to the program in the maximum amount allowable.

**Article 21. VEHICLE ALLOWANCE**

The City may assign a City-owned vehicle to a Unit employee for use on City business. If assigned, a City-owned vehicle may be used by employee for City business and for commuting to and from the employee's

residence within a forty (40) mile radius of the City of Redlands. The City shall incur all costs related to the provision of the vehicle, including maintenance and insurance. The employee shall be responsible for ensuring the City’s vehicle is appropriately secured when parked at the employee’s residence.

**Article 22. BEREAVEMENT LEAVE**

In the event of a death in the immediate family, an eligible Unit employees will 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 or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-children, and grandchildren. The definition of immediate family will 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 23. 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 (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 24. PERSONAL LEAVE**

Unit employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advanced approval by his/her supervisor.

**Article 25. EXECUTIVE LEAVE**

Unit employees shall receive one hundred twenty (120) hours of Executive Leave annually. Executive leave shall be used within the calendar year or it will be removed from the books as of December 31<sup>st</sup> of each year.

**Article 26. HOLIDAYS**

A. The holidays which will be honored for Unit employees will include the following, along with any additional day as designated by action of the City Council:

HOLIDAY	DAY OBSERVED
New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Cesar Chavez	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November



<b>Friday after Thanksgiving Day</b>	<i>Friday after Thanksgiving Day</i>
<b>Christmas Eve</b>	<i>December 24</i>
<b>Christmas Day</b>	<i>December 25</i>

- B. 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. If a scheduled holiday falls on an employee’s regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date. Employees should not be scheduled to work both the designated holiday and the actual holiday.
- C. Holiday pay shall be compensated in accordance with the employee’s standard work schedule.
- D. Unit employees are entitled to receive twenty hours of floating holidays annually. Floating holidays accrued but not taken are paid off during January of the year following the year in which the holidays were accrued.
- E. The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

**Article 27. PROBATION**

- A. Unit employees hired on or after March 11, 2010 shall serve a probationary period of twelve (12) months.
- B. Unit employees who are promoted shall serve a probationary period of six (6) months.
- C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

**Article 28. REVIEW/EVALUATION DATE**

For all Unit employees the “review/evaluation date” shall be the day of the month in which the employee completes twelve (12) months of employment. When an employee receives a promotion, the new review/evaluation 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 29. PERFORMANCE EVALUATIONS**

In cases where a performance evaluation has not been received by a Unit employee within 30 days of the eligibility date, the employee should contact the supervisor, who must complete and file the evaluation within ten (10) working days.

**Article 30. DISCIPLINARY PROCEDURE**

**A. The Investigatory Interview Process**

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 reasonably 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 Unit. If requested, the employee may have Unit 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.

## **B. Disciplinary Procedures**

No employee who has successfully completed probation, shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), 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.

### **1. Notice of Proposed Action**

Whenever an employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)<sup>1</sup> days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- a. Notice of proposed action;
- b. Reasons for proposed action;
- c. 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
- d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

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

### **2. Limitations and Exceptions**

- a. 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.
- b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
- c. 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 funds or property; working while under the influence of alcohol 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.).

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<sup>1</sup> Unless specifically noted to be "working days," any reference to days is calendar days.

- d. 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.

### **3. Employee's Response to Proposed Discipline**

- a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversary hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.
- b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

### **4. City Manager Level Appeal**

- a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
- b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.
- c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(C) above.
- d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

## 5. Advisory Arbitration

- a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
- b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:
  - i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
  - ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
  - iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
  - iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
  - v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
  - vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter

- will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
  2. The appealing party shall then be permitted to make an opening statement;
  3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
  4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- ii. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.
- iii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- iv. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either

side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

- v. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.
- vi. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- vii. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

### **Article 31. GRIEVANCE PROCEDURE**

#### **A. Definition**

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure set forth in Article 27.

#### **B. Procedure**

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days<sup>2</sup> after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.
2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written

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<sup>2</sup> Days refer to calendar days.



grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. 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; and
  - g. Date and signature of the grievant or Labor Representative.
3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.
  4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.
  5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.
  6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.
  7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.
  8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:
    - a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
    - b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
    - c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.
    - d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing.

After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
  - i. The grievant shall be permitted to make an opening statement;
  - ii. The City shall then be permitted to make an opening statement;
  - iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
  - iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  - vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.
  - j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.
  - k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.
  - l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
  - m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.
9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.
  10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
  11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
  12. No employee shall be required to be represented by an employee organization in processing a grievance.
  13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
  14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a

Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

### ***Article 32. DEMOTION/NON-DISCIPLINARY***

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

### ***Article 33. LAYOFF PROCEDURE***

- A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.
- B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.
- C. The factors the City, in its discretion, may use to determine include but are not limited to the following:
  1. An employee's last four performance evaluations, if any;
  2. Any history of employee commendations, awards, etc.;
  3. Any history of employee disciplinary action;
  4. Attendance record, including tardiness and unexcused absences;
  5. Safety record, including personal injury and damage to city property;
  6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
  7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
  8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and/or record may be laid off first, without regard to seniority;
  9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

#### D. BUMPING

1. "Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. A laid-off employee shall be entitled to bump an employee in a lower position directly managed by the laid-off employee. The laid-off employee must be able to perform the essential job functions of the lower position and possess the minimum qualifications of the position as specified by the job classification. Employees must utilize the option that places them in the highest position.
5. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
6. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
7. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
8. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

#### E. REINSTATEMENT FROM LAYOFF

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

**Article 34. MANAGEMENT RIGHTS**

Management rights shall consist of the exclusive right to determine the mission of its constituent departments, commissions, 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 efficient of work; maintain the efficient 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.

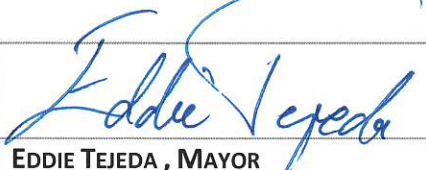

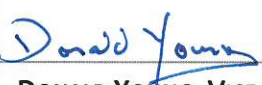
**Article 35. SAVINGS CLAUSE**

If any provision of this MOU, 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 36. ZIPPER CLAUSE**

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

**Article 37. SIGNATURES**

<b>CITY OF REDLANDS</b>		<b>REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES - RAME</b>	
			6/19/2023
EDDIE TEJEDA, MAYOR		BRIAN FOOTE, PRESIDENT	DATE
			6/19/2023
		DONALD YOUNG, VICE PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS 6 <sup>TH</sup> DAY OF JUNE. 2023		20TH	

ATTEST:

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk