

CITY OF REDLANDS AND THE REDLANDS PROFESSIONAL
FIREFIGHTERS ASSOCIATION SIDE LETTER OF AGREEMENT (2019)

This Side Letter of Agreement amending the July 1, 2018 – June 30, 2023 Memorandum of Understanding between the Redlands Professional Firefighters Association (RPFA) and the City of Redlands (“City”) is made and entered into this 3rd day of December, 2019. RPFA and the City are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

WHEREAS, on December 5, 2017, RPFA and the City agreed to a Memorandum of Understanding (“RPFA MOU”) for the period of July 1, 2018 to June 30, 2023; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 43 and Article 47, Section 47.02 of the RPFA MOU; and

WHEREAS, representatives of the City and RPFA have met and conferred in good faith, and now wish to effect changes with respect to Article 43 and Article 47, Section 47.02 of the RPFA MOU;

NOW, THEREFORE, in consideration of the mutual promises contained herein, RPFA and the City agree as follows:

AGREEMENT

Article 43 of the RPFA MOU, entitled “Defined Contribution & Contribution Plans,” is hereby amended to read as follows:

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

Article 47, Section 47.02 of the RPFA MOU, entitled “Sick Leave – Buy Back,” is hereby amended to read as follows:

A. 24 Hour Shift Personnel

1. Unit employees with more than seven hundred (700) hours of sick leave accrual may buy back up to three (3) shifts of sick leave accrual each year, based on the following schedule:
 - a. No sick leave used during applicable period – buy back three (3) shifts.
 - b. One (1) shift of sick leave used during applicable period – buy back two (2) shifts.
 - c. Two (2) sick leave shifts used during applicable period – buy back one (1) shift.
 - d. Three (3) or more shifts of sick leave used during applicable period – no buy back entitlement.
2. Unit employees with more than one thousand one hundred (1100) hours of sick

leave accrual may buy back up to six (6) shifts of sick leave accrual each year, based on the following schedule:

- e. No sick leave used during applicable period – buy back six (6) shifts.
- f. One (1) shift of sick leave used during applicable period – buy back five (5) shifts.
- g. Two (2) sick leave shifts used during applicable period – buy back four (4) shifts.
- h. Three (3) sick leave shifts used during applicable period – buy back three (3) shifts.
- i. Four (4) sick leave shifts used during applicable period – buy back two (2) shifts.
- j. Five (5) sick leave shifts used during applicable period – buy back one (1) shift.
- k. Six (6) sick leave shifts used during applicable period – no buy back entitlement.

- 3. The election to sell leave shall be made no later than December 15 of the year prior to payment. Payment will be made in November of the following year. Elections made are irrevocable and may not be changed once submitted. A unit member must meet the hour requirements for the buyback elected at time of payment. If they do not meet the required hours at the time of payment they will revert to the maximum buyback for which they qualify.

B. 40 Hour Week Personnel

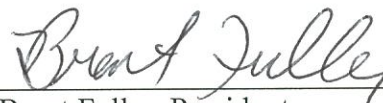
- 1. At the end of each calendar year, each employee in the unit may elect to be paid cash at their prevailing hourly rate for each sick leave day accumulated during the following calendar year, in excess of six (6) sick leave days, to be paid in November of the following year. A total of one (1) year's accumulation 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. Unit members may also choose to accumulate all sick leave days from year to year to an unlimited amount.

CITY OF REDLANDS



Paul W. Foster, Mayor

REDLANDS PROFESSIONAL
FIREFIGHTERS ASSOCIATION



Brent Fuller, President

Attest:



Jeanne Donaldson, City Clerk