

CITY OF REDLANDS AND REDLANDS POLICE OFFICERS ASSOCIATION SIDE
LETTER OF AGREEMENT TO 2017-2023 MEMORANDUM OF UNDERSTANDING (2020)

This Side Letter of Agreement amending the July 1, 2017 – June 30, 2023 Memorandum of Understanding between the Redlands Police Officers Association (“RPOA”) and the City of Redlands (“City”) is made and entered into this 16th day of June, 2020. RPOA and City are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

WHEREAS, on January 10, 2018, RPOA and City agreed to a Memorandum of Understanding (“RPOA MOU”) for the period of July 1, 2017 to June 30, 2023; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Articles 22, 23, and 24 of the RPOA MOU; and

WHEREAS, representatives of City and RPOA have met and conferred in good faith, and now wish to effect changes with respect to Articles 22, 23, and 24 of the RPOA MOU;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, RPOA and City agree as follows:

AGREEMENT

Section 1. Article 22 of the RPOA MOU, titled “Vacation,” is hereby amended to read as follows:

“ARTICLE 22: VACATION

Vacation shall accrue for association members based on the following schedule:

YEARS OF SERVICE	HOURS
1 - 5	80
6 - 7	120
8 - 9	128
10 - 11	136
12 - 13	144
14 - 15	152
16 - 17	160
18 - 19	168
20+	176”

Section 2. Article 23 of the RPOA MOU, titled "Accrued Vacation Time Sell Back," is hereby amended to read as follows:

"ARTICLE 23: ACCRUED VACATION TIME SELL BACK

On November 30th of each year, unit members who have utilized any portion of their floating holidays, shall deposit all vacation hours over 300 into the 401(a) plan up to the maximum allowed by law. If more than 300 hours remain in a unit member's bank after the 401(a) conversion, those hours will remain in the bank for future use or conversion.

By November 30th of each year, unit members may make an irrevocable election to cash out vacation hours earned in the following year. Only hours earned in the following year may be paid out. The payout will be made the following December. The election is irrevocable and cannot be changed once the election is made.

All cashed out or converted hours will be paid at the unit member's regular FLSA rate including any eligible post certification pay.

For 2020 only, the following unit members shall cash out the vacation hours as listed below. This cash out will be paid on August 1, 2020.

<u>Name</u>	<u>Hours</u>
Laurel Shearer	128
Leslie Martinez	176
Dale Peters	96
Matt Knudsen	120
Donald Bryson	70
Ryan Steinhaus	136
Esteban Valenzuela	152
Kelvin Bryant	100
Ruben Cordoba	100
Roy Williamson	100
Claudia Leyden	176
Martin Gonzalez	50
Varnum Macias	128
Jeff Frisch	152
Derik Ohlson	176
Thomas Williams	128
Dominick Povero	152
Elizabeth Green	152
Alex Paredes	170
Kyle Hanna	100
Patrick Leivas	152"

Section 3. Article 24 of the RPOA MOU, titled "Sick Leave" is hereby amended to read as follows:

"ARTICLE 24: SICK LEAVE

- A. ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.
- B. BUY-BACK: In November of each calendar year, each unit employee may elect to be paid his/her current FLSA regular rate, including any eligible post certification pay, for each sick leave day accumulated during the following calendar year, according to the following table:

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

The payment of hours will occur in November of the following year. The election is irrevocable and may not be changed once the election is made. A total of one (1) year's accumulation must be on the books prior to any compensation being paid.


For the calendar year 2020, all unit members will sell the maximum sick leave allowable.

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance service credit for the purpose of sick leave buyback to new employees at time of hire."

CITY OF REDLANDS

REDLANDS POLICE OFFICERS ASSOCIATION


Paul W. Foster, Mayor


Ryan Steinhaus, President

ATTEST:


Jeanne Donaldson, City Clerk