

# **Memorandum of Understanding**

**Between**

**Ontario Police Officers  
Association**

**And**

**City of Ontario**

**July 1, 2014  
Through  
June 30, 2018**



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**Article I. MEMORANDUM****Section 1.01 PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter known as MOU or Agreement) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Ontario Police Officers Association (hereinafter known as the Association).

**Section 1.02 RECOGNITION**

The City hereby formally recognizes the Ontario Police Officers Association as the Representative for those employees employed by the City and defined in Rule I, Section 26 of the Personnel Rules and Regulations, in the following classifications:

Police Detective	Police Officer
Police Corporal	Police Recruit

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

**Section 1.03 AGENCY PERSONNEL RULES**

It is understood and agreed that there exists within the City, in written or unwritten form, certain personnel rules, policies and practices generally contained in the "City of Ontario Personnel Rules and Regulations," "Resolution No. 6836, Employer-Employee Rules and Regulations," and the "Employment Policies" in the City's Online Policy Center which will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by the City Council in accordance with state laws, orders, regulations, official instructions or policies.

Except as provided herein all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the term of the Agreement, unless changed by mutual agreement. The City shall have the right to update and improve said personnel rules, policies, and practices that do not affect wages, hours and other terms and conditions of employment with the understanding that prior to such changes the City will meet and confer with authorized representatives of the Association.

**Section 1.04 MOU DISTRIBUTION**

The City agrees to provide all new employees, covered by this Agreement, a copy of the MOU. Both the City and the Association will equally share in the cost of printing the MOU.

**Section 1.05 EFFECT OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. This Agreement supersedes all previous agreements, understandings, and prior practices related to matters included within this Agreement.

**Article II. DEFINITIONS**

- A. BARGAINING UNIT - The term "bargaining unit" as used in this Agreement refers to the bargaining unit of the employees defined in Article 1, Recognition.
- B. CALENDAR YEAR - The term "calendar year" as used in this Agreement refers to the period of 12 consecutive months commencing on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.
- C. DAY - The term "day" as used in this Agreement refers to a calendar day unless otherwise stated in this Agreement.
- D. EMERGENCY - The term "emergency" as used in this Agreement means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.
- E. EMPLOYEE - The term "employee" as used in this Agreement refers to a full-time:
  - 1. Regular Status Employee - The term "regular status employee" as used in this Agreement refers to an employee who has completed the probationary period.
  - 2. Probationary Employee - The term "probationary employee" as used in this Agreement refers to an employee who has not completed his/her probationary period.
- F. IMMEDIATE FAMILY - The term "immediate family" as used in this Agreement refers to an employee's spouse, children, parents, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, step-father, step-mother, and step-children.
- G. WEEK - The term week as used in this Agreement refers to seven consecutive days beginning on Sunday and going through Saturday.
- H. WORK PERIOD – The term work period refers to the 28 consecutive days between Sunday and Saturday incorporating two (2) bi-weekly pay periods in accordance with Section 7(k) of the Fair Labor Standards Act.

**Article III. MANAGEMENT RIGHTS****Section 3.01**

There are no provisions in the Memorandum of Understanding that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this Memorandum of Understanding specifically curtail or limit such rights, powers and authority.

**Section 3.02**

The rights of the City include, but are not limited to:

- A. The exclusive right to determine the mission of its constituent departments, commissions, and boards.

- B. Set standards of service.
- C. Determine the procedure and standards of selection for employment and promotion.
- D. Direct its employees.
- E. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
- F. Maintain efficiency of government operations.
- G. Determine the methods, means, and personnel by which government operations are to be conducted.
- H. Determine the content of job classifications.
- I. Take all necessary actions to carry out its mission in emergencies.
- J. Exercise complete control and discretion over its organization and the technology of performing its work.
- K. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
- L. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance herewith.

### **Section 3.03**

Where required by law, the City agrees, prior to implementation, to meet and confer with the Association over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Association members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Departmental Rules and Regulations.

## **Article IV. EMPLOYEE RIGHTS**

### **Section 4.01**

The City shall afford regular employees the procedural due process safeguards set by statute and by the published decisions of the California courts.

### **Section 4.02**

An employee shall have the right of Association representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered. No employee shall be discriminated against because of the exercise of his or her rights to Association representation or because of his or her lawful activities as part of the Association.

**Article V. EMPLOYMENT STATUS****Section 5.01 PROBATIONARY PERIOD****A. OBJECTIVE**

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and his/her adjustment within the organization.

**B. LENGTH**

All original and promotional appointments shall be tentative and subject to a probationary period of 12 months.

If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The department head may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of his or her original probation period.

**C. REJECTION**

During the probationary period, the department head may terminate a probationary employee without cause and without right of appeal. Notification of rejection in writing shall be served on the probationary employee two weeks before the effective date of the rejection.

An employee who is rejected while serving probationary period after promotion shall be returned to his/her former classification.

**Section 5.02 TRANSFERS**

A transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned, or to meet the needs of the service. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction.

**Section 5.03 POLICE SERGEANT PROMOTIONAL STANDARD MODIFICATION****A. The City and the Association agree to modify the promotional standards for the classification of Police Sergeant as follows:**

1. Detectives who have passed probation will continue to be eligible to apply for promotion to the Police Sergeant classification.
2. A Police Corporal with a minimum of four (4) years of work experience in the classification of Police Corporal may apply for promotion to the Police Sergeant classification.
3. A Detective who is on probation may apply for promotion to the Police Sergeant classification if he or she meets the minimum qualifications as a Police Corporal as described in Section 5.03(A)(2) above.

- B. The following provisions will apply to selection off of the eligible list established for the classification of Police Sergeant:
1. No employees in the Police Corporal classification may be promoted to Police Sergeant until there are two (2) or less employees in the Detective classification remaining on the eligibility list, regardless of placement on the list.
  2. For purposes of Section 5.03(B)(1) above, Detective is defined as an employee who is a non-probationary Detective at the time of his or her application for promotion to Sergeant.

## **Article VI. PERSONNEL FILES**

### **Section 6.01**

Personnel files shall be maintained at both the Human Resources Department and at the Police Department. All performance evaluations and disciplinary actions shall be maintained in both files.

### **Section 6.02**

Employees, during normal working hours with reasonable notice and with their supervisor's approval, have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of excessive duplication of any materials in the personnel file for which they request copies.

### **Section 6.03**

An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing or personal interview to any information contained in his/her personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

### **Section 6.04**

Documentation of a disciplinary action of 2 working day suspension or less shall be removed from an employee' official personnel file(s) if 5-years has passed since the effective date of the action and there have been no further disciplinary actions of a similar nature during the 5 year period. The employee must request removal of such documentation, in writing, to the Chief of Police, who shall make the final determination as to whether there have been no further disciplinary actions of a similar nature. Documentation of disciplinary actions in excess of a two working day suspension may be removed from an officer's file after five years, at the sole discretion of the Chief of Police.

## **Article VII. DISCIPLINARY PROCEDURE**

### **Section 7.01**

The following disciplinary procedure must be used for all serious disciplinary actions involving regular/full time employees BEFORE the actions go into effect. Basically, the disciplinary procedure provides that:

- A. The employee shall receive advance notice of the proposed disciplinary action. Normally, such advance notice will be ten calendar days.

- B. The notice must contain the reasons and the charges upon which the proposed action is based.
- C. The notice must also contain a statement of the events or circumstances upon which the action is based.
- D. The employee must be given the materials, if any, upon which the action is based.
- E. The employee must be given the right, either orally or in writing, to respond to the department head or the City Manager (in the case of a discharge) proposing the action. This procedure will be consistent with Provision 13.08(M) of the grievance procedure.
- F. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.

### **Section 7.02**

The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if his/her conduct imperils the safety or welfare of the public, other employees, or said employee.

## **Article VIII. CLASSIFICATIONS**

### **Section 8.01 NEW CLASSIFICATIONS**

The City agrees to meet and confer with the Association on any new classifications approved, which appropriately should be added to the unit covered by this Agreement.

### **Section 8.02 HIGHER CLASSIFICATION WORK**

Any bargaining unit employee who is assigned to temporarily perform the preponderance of duties of a position in a higher classification for more than 40 consecutive hours shall receive the rate of pay equivalent to the higher classification worked while the employee continues to work in the higher classification, with three exceptions:

- A. If substantial time has elapsed since the employee has last performed the work of the higher classification, the supervisor may require a performance test, not to exceed a normal day's work at the employee's normal rate of pay.
- B. In the instances where new equipment or new operational procedures are involved, the supervisor may require a training period not to exceed 16 hours at the employee's normal rate of pay.
- C. In those instances where training is not involved, and if, in the supervisor's opinion, an employee is proficient in the higher classification, management shall pay that employee at a higher classification pay rate.

**Section 8.03**

The higher salary rate payable shall commence on the 41st working hour following the temporary reassignment to the performance of duties of the higher classification. The higher rate of pay shall be defined as a 5% special salary adjustment or Step "1" of the classification, whichever is higher.

**Section 8.04**

This assignment will continue until the City no longer requires the incumbent to perform the duties of such assignment.

**Section 8.05**

At the end of such assignment the employee performing the temporary assignment shall be returned to his/her original position and salary range.

**Article IX. HOURS OF WORK****Section 9.01 OVERTIME**

- A. The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment.
- B. Each employee, covered by this Agreement, shall receive overtime compensation, at the rate of 1½ times the employee's regular rate of pay in cash or compensatory time off, for all time worked, or deemed to have been worked (including all paid leaves of absences), in excess of the employee's regularly scheduled daily shift; or 40 hours per week for employees on a 4/10 shift schedule, or 160 hours in a 28 day work period for employees on a 3/12.5 hour shift schedule. For employees assigned to the 3/12.5 hour shift schedule, the 28 day work period will be divided into two 14-calendar day pay periods; one pay period shall include 75 scheduled hours and the other 14-calendar day pay period shall include 85 hours. Overtime shall be paid to the employees assigned to the 3/12.5 hour shift schedule when the number of hours worked (including all paid leaves of absences) exceeds 75 hours or 85 hours in the respective pay period. Overtime worked pursuant to grant funding must be compensated for in cash.
- C. An employee may retain a balance of unused compensatory time not to exceed 480 hours at any given time. This includes all accumulated compensatory time off regardless of the reason the compensatory time off was earned.
- D. Upon separation or retirement from the City, the employee will receive credit for any unused compensatory time that has been accrued.
- E. Employees in this bargaining group may also convert accrued compensatory time to salary compensation at the employees' regular rate of pay in accordance with the provisions in Section 16.03.
- F. When a Unit employee has accumulated 480 hours of compensatory time, no further compensatory time shall be accumulated, and the employee shall only be eligible for overtime pay in accordance with this MOU.

**Section 9.02 WORK SCHEDULE CHANGES**

- A. Whenever possible employees will be provided reasonable advance notice regarding changes or tentative changes in their work schedule which are not the result of emergency situations necessitating immediate action. As a general rule, 48 hours would be considered reasonable advance notice.
- B. The parties have agreed to implement a “blended schedule” for employees assigned to patrol, whereby some employees will work a 3/12.5 weekly work schedule and other employees will work a 4/10 weekly work schedule.
  - 1. Employees in Patrol assigned to the 3/12.5 schedule will work 3 consecutive workdays of 12.5 consecutive hours each, inclusive of a paid 30-minute meal period and breaks. During a 28-day work period employees assigned to the 3/12.5 work schedule will also be scheduled to work one additional 10-hour work shift, inclusive of a paid 30-minute meal period and breaks. The 10-hour shift will generally be adjacent to an employee’s “Monday” or “Friday”, but exceptions may occur to accomplish department-wide training or other special details. The employees assigned to the 3/12.5 schedule shall have regularly assigned work days of Friday, Saturday and Sunday. The parties will mutually develop rules to address the interaction between the 3/12.5 work schedule and extended training of 3 days or more, jury duty and other implementation issues that arise.
  - 2. Employees in Patrol assigned to the 4/10 work schedule will work 4 consecutive work days of 10 consecutive hours each, inclusive a paid 30-minute meal period and breaks. Employees assigned to the 4/10 schedule will have regularly assigned work days of Monday, Tuesday, Wednesday and Thursday.
- C. Effective April 1, 2008 the parties agree that employees required to don and doff uniforms and/or protective equipment will be provided 15 minutes paid time at the start of each work shift for donning and doffing of uniforms and equipment.

**Section 9.03 MANDATORY MEETINGS**

Whenever an off-duty employee is required by the Department to attend a meeting the employee shall be compensated one and one-half times his or her regular rate of pay, with a minimum of two hours.

**Section 9.04 COMPENSATORY TIME-OFF**

- A. The process for granting or denying requests for compensatory time off set forth in the April 2006 negotiated policy shall be replaced by the process specified herein.
- B. For the purpose of this Section, “minimum staffing” on all patrol shifts is thirteen (13) Officers/Corporals, with the exception of the 3/12.5 Mid Shift where “minimum staffing” is eight (8) Officers/Corporals.
- C. If a compensatory time off request is submitted five (5) or more days in advance of the requested day off and there are ten (10) or more Officers/Corporals listed as working on the requested day off at the time the request is submitted, then the request shall be approved, and it shall be the Police Department’s responsibility to find replacement Officer(s) according to the overtime protocol, so that there are a minimum of thirteen (13) Officers/Corporals working each shift (except 3/12.5 Mid Shift).

1. 3/12 Mid Shift

If a compensatory time off request is submitted five (5) or more days in advance of the requested day off and there are five (5) or more Officers/Corporals listed as working on the requested day off at the time the request is submitted, then the request shall be approved and it shall be the Police Department's responsibility to find replacement Officer(s) according to the overtime protocol, so that there are a minimum of eight (8) Officers/Corporals working the shift.

D. In the event the compensatory time off request is submitted less than (5) days in advance of the requested day off (i.e., submitted Monday for Saturday), the supervisor receiving the request shall attempt to fill that vacancy according to the overtime protocol, and if not filled, the compensatory time off request will be denied.

E. The above process will be in effect for every calendar day of the year except for the following:

1. The provisions of Sections 9.04(C) and 9.04(C)(1) shall be modified on "Super Bowl Sunday," Memorial Day, Labor Day, the Annual Dinner, Christmas Eve, Christmas Day, and New Year's Eve (December 31<sup>st</sup>). Compensatory and holiday time off requests may be denied when there are thirteen (13) or less Officers/Corporals scheduled to work, or eight (8) or less on the 3/12.5 Mid Shift, on the requested day off, and the supervisor receiving the request was unsuccessful in securing a replacement Officer according to the overtime protocol.

2. Independence Day (July 4<sup>th</sup>)

Patrol Officers/Corporals who are regularly scheduled to work on the Fourth of July and who wish to use compensatory or holiday time off for that day will be required to submit a request to a shift supervisor. The supervisor shall attempt to find a replacement Officer/Corporal according to the overtime protocol regardless of shift staffing minimums (i.e. if there are fifteen (15) Officers scheduled, fifteen (15) Officers will be the minimum for that day). If the supervisor receiving the request was unsuccessful in securing a replacement Officer according to the overtime protocol, the request will be denied.

3. If a supervisor is unsuccessful in securing a replacement Officer according to the overtime protocol in instances described in Sections 9.04(E)(1) and 9.04(E)(2), and it is 24-hours or less before the requested day off, the Officer/Corporal requesting the day off has the option of securing a replacement Officer (e.g. an Officer, Corporal, or Detective who is not on the overtime protocol list for that shift; or an Officer to "hold over" from the previous shift combined with another Officer to come "in early" from the following shift to each work a partial shift).

4. Because shifts overlap to maximize staffing during certain periods, "hold over" and "in early" replacement Officers shall be limited to no more than three (3) replacement Officers on a given shift.

**Article X. COMPENSATION****Section 10.01 SALARY**

- A. Effective July 13, 2014, employees within the unit will receive a 5% increase in base salary.
- B. Effective July 12, 2015, employees within the unit will receive a 5% increase in base salary.
- C. Effective July 10, 2016, employees within the unit will receive a 5.5% increase in base salary.
- D. Effective July 9, 2017, employees within the unit will receive a 4% increase in base salary.
- E. Salary ranges for the various classifications shall be set forth in Appendix "B" attached to this MOU.

**Section 10.02 SKILL COMPENSATION****BILINGUAL PAY**

Employees, who speak Spanish or any other language designated by the Police Chief, shall receive bilingual pay provided they pass an examination administered by the Human Resources Department that tests their oral competency in job-related situations.

Bilingual pay shall be 6% above an officer's base salary. In the event there are more than 50 employees who receive bilingual pay, the City may require the Association to meet and confer on a fair manner to limit the number of personnel who receive such premium compensation.

**Section 10.03 MOTORCYCLE PAY**

- A. Employees assigned to motorcycle duty, will receive a stipend of 3% above base pay.

In addition to the compensation set forth above, an employee assigned to Motorcycle Duty shall receive compensated time of four hours per pay period for motorcycle cleaning and maintenance. The City and the Association agree that four hours per pay period represents a reasonable estimate of the time spent by the employee maintaining and cleaning the motorcycle. Employees assigned full-time to motorcycle duty shall receive four hours of straight compensatory time each pay period. Employees shall not be eligible for such compensatory time if they are on an extended illness or other leave of absence and not actually performing any cleaning or maintenance. Employees may be scheduled to take 8 hours off each month at a time mutually agreed upon between the supervisor and the employee. It is not the intent of this provision to allow employees to accumulate the 4 hours each pay period without taking time off each month.

- B. Eligible department employees may be assigned in a uniformed motorcycle officer capacity, operating out of the Ontario Mills Station on a part time basis not to exceed 25 hours per week. For the duration of the assignment, employees in these assignments:
  - 1. Shall receive Motorcycle Pay at the rate of 3% above base pay.
  - 2. Shall participate in training as needed or required by the Traffic Division.

3. Shall work hours set, monitored and/or adjusted by Ontario Mills Station Supervision.
4. Shall be responsible for monthly maintenance of the assigned motorcycle. This maintenance shall be performed while on duty if scheduling permits. If the employee cannot perform the maintenance while on duty, the employee, with the approval of the supervisor, may perform the maintenance off duty and be compensated at the rate of two hours of straight compensatory time per pay period. The City and the Association agree that two hours per pay period represents a reasonable estimate of the time spent by the employee maintaining and cleaning the motorcycle for a part-time assignment.
5. Shall house the assigned motorcycle at the designated station.
6. Shall not take the motorcycle home.
7. Shall not use the motorcycle for any other purpose outside the assigned duties unless pre-authorized in writing by the appropriate supervisor in suitable situations.

This assignment may be eliminated at any time without cause by the Police Chief or his/her designee.

#### **Section 10.04      HELICOPTER OBSERVER PAY**

Employees assigned to helicopter duty will receive a stipend of 3% above base pay.

#### **Section 10.05      PILOT PAY**

Employees assigned to perform pilot duties will receive assignment pay in an amount equal to 8% above base pay.

#### **Section 10.06      CANINE PAY**

The City and the Association agree that a reasonable estimate of the time spent in the off-duty care and maintenance of the dog is 45 minutes per day. Time spent commuting from a canine officer's home to work at the beginning or end of a regularly assigned shift shall not be considered as time worked for purposes of compensation.

- A. On regularly scheduled workdays, canine officers will be permitted to arrive to work 45 minutes late per day as compensation for off-duty time maintaining the dog. On those regularly assigned work days when a canine handler is absent or on paid leave (i.e., compensatory time off, vacation day, etc.), the employee will be required to utilize nine hours and 15 minutes from the appropriate paid leave account.
- B. In addition, on regularly scheduled days off, canine handlers shall be paid for 45 minutes at one and one-half times the officer's regular rate of pay, as compensation for maintaining the dog. Therefore, each week, canine handlers shall receive two hours and 15 minutes of premium overtime in cash or compensatory time off, at the employee's option.
- C. In the event that the canine handler is required to spend an extraordinary amount of time in the care and maintenance of his or her animal, the handler shall obtain supervisor approval and shall be compensated for those additional maintenance activities above and beyond the normal care and maintenance of the animal.

- D. Employees assigned as canine handlers shall receive assignment pay of 5% above base pay.
- E. Whenever a canine is retired from active duty, the canine handler last having the dog shall have the option to purchase the dog for \$1 pursuant to the applicable canine policy and purchasing agreement.

#### **Section 10.07 COURT APPEARANCE AND STANDBY COMPENSATION**

- A. An employee who makes a court appearance on his/her off-duty time shall be compensated for the actual time in court with a minimum of three hours of compensation at the time and one half rate for a morning appearance and three hours of compensation at the time and one half rate for an afternoon appearance.
- B. An off-duty employee who is required to be on standby for court shall be compensated with four hours of pay at straight time rates or four hours of compensatory time off, at the employee's option, for each morning court session and four hours of pay at straight time rates or four hours of compensatory time off, at the employee's option, for each afternoon court session. In order for the employee to be eligible to receive standby compensation for the afternoon session, the employee may be required to provide his/her supervisor with the name of the deputy district attorney requiring the afternoon standby.
- C. If the employee who has been required to be on standby is subsequently required to appear in court, the employee shall be paid for the actual number of hours on standby (at straight time) and the actual time spent in court (at time and one half the employee's regular rate of pay) or four hours at time and one half the employee's regular rate of pay, whichever is greater.
- D. Court appearance and standby compensation is intended only for staff who are off-duty. Such compensation will not be added to or replace compensation for work time. There will be no overlapping payment for court appearance or standby hours and work time or other paid time, regardless of the minimum hours for court appearance and court standby compensation.
- E. An employee assigned to patrol duties who works a night shift and is required to make a morning court appearance on the same day shall receive overtime pay when the time between the end of the shift and the court appearance is less than two hours. Court appearance compensation shall begin when the officer leaves for court.
- F. For any court appearance outside the City of Ontario where an officer is required to remain over the lunch hours, he/she shall be entitled to one meal not to exceed \$5.00 in cost.
- G. For any court appearance originating from the Police Department, outside a radius of ten miles, a City vehicle will be made available whenever possible and shall be utilized by the officer. If the officer must utilize a private vehicle, he/she will be reimbursed for his/her actual mileage according to the business standard mileage rate established and maintained by the Internal Revenue Service (IRS) for the use of private vehicles.

#### **Section 10.08 OUT-OF-CITY DUTY COMPENSATION**

When an officer is assigned out of the City on mutual aid he/she shall be entitled to a minimum of eight hours pay or up to a maximum of 12 hours pay for every 24 hours he/she is required to be absent from the City. The amount of time earned shall be dependent upon the actual amount of time the officer is on duty and not in a standby status. Such time shall be computed from the time the officer leaves Ontario

Police Headquarters until he/she returns to Ontario Police Headquarters. All meals and lodging will be furnished.

When the officer returns, the officer in charge shall submit a detailed report of all activities and how the officer's time was allocated; i.e., travel, standby duty, or other status.

#### **Section 10.09 ON-CALL DUTY**

Employees who are assigned to be on-call by their supervisor for any period of time during a seven consecutive calendar day period shall receive 20 hours of compensation at straight time. For example, an employee who is on-call from Friday at 5 pm until the following Friday at 4:59 pm shall be paid 20 hours. Also, an employee who is on call for less than a full week (i.e., from Friday at 5 pm until Saturday at noon) shall similarly be entitled to 20 hours compensation.

#### **Section 10.10 SHIFT DIFFERENTIAL**

- A. Shift differential shall be 3% above base pay.
- B. Employees assigned to the 4/10 work schedule whose regular work shift begins prior to 5 a.m. or ends at 8 p.m. or later, shall receive shift differential compensation.
- C. Employees assigned to the 3/12.5 work schedule whose work shift begins between noon and 5 a.m. shall receive shift differential compensation. Employees assigned to the 3/12 work schedule at the Mills mall whose shifts end at 10 p.m. or later shall also be eligible for shift differential.
- D. All employees on work assignments that require that their shift start and end times are subject to modification periodically by supervision shall likewise be entitled to shift differential. Shift differential shall not apply to employees assigned to Mills mall whose work shift times are temporarily modified for the duration of the December Holiday shopping period. Employees assigned to School Resource Officer (SRO) duties shall not be eligible for shift differential.
- E. Shift differential shall not be paid for any hours worked as overtime by employees not assigned to these identified shifts/assignments.

## **Article XI. BENEFITS**

#### **Section 11.01 HEALTH INSURANCE CONTRIBUTION FOR EMPLOYEES**

The City agrees to make a Health Insurance Contribution of no more than the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan. This shall be the same contribution provided to annuitants as described in Sections 11.04(D) and 11.05(C). Employees who opt out of enrollment in the City's medical plan will not receive the City's Health Insurance Contribution; and if an employee in this status subsequently elects to be covered by the City's medical plan, the employee may enter the plan subject to enrollment criteria established by the City's insurance administrator.

**Section 11.02 CITY CONTRIBUTIONS TO CAFETERIA PLAN BENEFITS**

A. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan which shall provide for the following menu of benefits:

- Medical insurance
- Dental insurance
- Vision insurance
- Cash

A benefit under the Cafeteria Plan is contingent upon an understanding that the benefit qualifies as a pre-tax benefit pursuant to State and Federal tax laws. If for any reason State or Federal law precludes one or more of the above listed benefits from the protection of a Section 125 Cafeteria Plan, the City may remove that benefit from the Plan without impacting the other benefits offered in order to maintain the City's Cafeteria Plan as a Section 125 qualifying plan.

B. Employees must enroll in a City medical plan unless they provide proof of other group insurance coverage and meet any other requirements established by the City's insurance administrator.

C. The City will contribute a flexible benefit allowance to all employees eligible to participate in the Cafeteria Plan. The flexible benefit allowance amounts described below shall be inclusive of the City's Health Insurance Contribution that is provided towards the employee's premiums for the City's medical plan as stated in Section 11.01.

1. The employee shall receive \$390 per month OR the combination of the components described below, whichever is greater, as follows:
  - a. Employees who enroll in the City's medical plan shall receive a Cafeteria Plan Benefit equal to the plan and coverage level they choose but not to exceed the Southern California Kaiser plan rate for the level of coverage for the premium region that includes the employee's home address (or the rate applicable to Ontario if the employee lives outside of the Southern California area); employees who waive participation in City medical coverage shall receive \$390; AND
  - b. Employees who enroll in the City's dental plan shall receive a Cafeteria Plan Benefit equal to the City's basic dental plan premium for the coverage level they choose; AND
  - c. Employees who enroll in the City's vision plan shall receive a Cafeteria Plan Benefit equal to the City's basic vision plan premium for the coverage level they choose.

**Section 11.03 ELIGIBILITY**

To be eligible in any particular pay period to receive the benefits of Sections 11.01 and 11.02, employees must code at least 15 hours of paid time in the pay period. Paid time includes regular time and all types of paid leave, including 4850 time, sick, vacation, compensatory time, holiday, bereavement, jury duty, personal, military, catastrophic and administrative leave. Paid time excludes disability payments (including Total Temporary Disability, Short-Term and Long-Term Disability) and periodic special pays such as uniform allowance. If employees are not eligible to receive the contributions pursuant to Sections 11.01 and 11.02, they may still maintain benefit coverages at their own expense.

**Section 11.04 RETIREE HEALTH INSURANCE FOR EMPLOYEES APPOINTED TO A REGULAR SWORN POSITION PRIOR TO JULY 1, 2012 (TIER 1)**

- A. **Definition of Retiree.** All unit employees who retire from the City and qualify as an “annuitant” under Government Code Section 22760 shall be eligible for retiree health insurance under the terms and conditions set forth herein. The terms retiree and annuitant shall mean the same thing pursuant to this section.
- B. **Definition of Tier 1.** Tier 1 is the Retiree Health Insurance provision for active and retired employees appointed to a regular sworn position prior to July 1, 2012. Employees originally hired prior to July 1, 2012 who then leave City employment and are subsequently re-hired are eligible for Tier 1 benefits provided their re-hire date is within 12 months of the date they separated from the City. Employees re-hired after the 12 month period will receive Tier 2 retiree health insurance benefits even if they are eligible to retain the CalPERS 3% @ 50 retirement formula. A “Tier 1 retiree or employee” is a retiree or employee who is eligible for Tier 1 benefits because they were appointed to a regular sworn position prior to July 1, 2012.
- C. **Vested Benefits for Tier 1.** In exchange for the Association agreeing to changes in retiree medical and pension formulas for new employees hired on or after July 1, 2012, the City agrees that Tier 1 employees and retirees have a vested benefit to retiree medical contributions. Specifically, the vested benefit as a Tier 1 retiree is the value of the actual premium cost up to the Kaiser premium rate applicable to the region including the City of Ontario for the coverage level selected and not to exceed the two-party Kaiser premium rate for the City-provided insurance applicable to active employees.
- D. **Retiree Health Insurance Contribution.** The City agrees to make a Retiree Health Insurance Contribution of no more than the CalPERS medical minimum statutory employer contribution for eligible annuitants who choose to enroll in the City’s medical plan. Retirees who opt out of enrollment in the City medical plan will not receive the City’s Retiree Health Insurance Contribution.
- E. **Retiree Tier 1 Reimbursement.** Tier 1 retirees who enroll in the City’s medical plan in retirement shall be eligible to receive an additional reimbursement from the City to off-set the cost of the medical premium consistent with the value of their vested benefit to retiree medical costs as described in Section 11.04(C). To the extent permitted by the IRS, the reimbursement shall be made on a pre-tax basis.

The reimbursement amount shall be for the plan and coverage level selected, not to exceed the following amounts:

Coverage Level	Maximum Amount of Reimbursement (Minimum contribution from Section 11.04(D) to be deducted from rates below)
Single	Kaiser single rate for premium region including City of Ontario
Two-party or Family	Kaiser two-party rate for premium region including City of Ontario

- F. **Medicare Reimbursement.**
  1. A retiree who is eligible for Medicare coverage must enroll in Medicare Parts A and B and select a supplemental health benefits program to receive the City’s Retiree Health Insurance Contribution and Retiree Tier 1 Reimbursement.

2. For Tier 1 retirees who select a supplemental benefits program that costs less than the City’s Contribution plus Reimbursement, the City will pay to the retiree the monthly cost of the Standard Part B Premium, but not to include any penalties assessed for the retirees’ failure to timely enroll in Medicare, not to exceed the City’s savings as compared to the total of the maximum monthly Retiree Health Insurance Contribution in Section 11.04(D) and the Retiree Tier 1 Reimbursement in Section 11.04(E) combined.
3. The Medicare Reimbursement shall be paid to all retirees who are enrolled in Medicare effective January of that year.
4. Examples of how the Medicare Reimbursement is calculated are as follows:

**Example A: Reimbursement amount is less than retiree Medicare Part B premium for a Tier 1 retiree.**

Description	Monthly Amount
<b>Retiree Health Insurance Contribution</b>	<b>\$112</b>
<b>Retiree Tier 1 Reimbursement</b>	<b>\$819</b>
<b>Total City Contribution</b>	<b>\$931</b>
<b>Supplemental Plan</b>	<b>\$878</b>
<b>Difference</b>	<b>\$53</b>
<b>Standard Medicare Part B Premium</b>	<b>\$99.99</b>
<b>City’s Medicare Reimbursement to Retiree</b>	<b>\$53</b>

The City will pay the full cost of the supplemental plan, plus reimburse to the retiree an annual payment of \$636 (\$53/mo x 12).

**Example B: Reimbursement amount is same as retiree Medicare Part B premium for a Tier 1 retiree.**

Description	Monthly Amount
<b>Retiree Health Insurance Contribution</b>	<b>\$112</b>
<b>Retiree Tier 1 Reimbursement</b>	<b>\$819</b>
<b>Total City Contribution</b>	<b>\$931</b>
<b>Supplemental Plan</b>	<b>\$800</b>
<b>Difference</b>	<b>\$131</b>
<b>Standard Medicare Part B Premium</b>	<b>\$99.99</b>
<b>City’s Medicare Reimbursement to Retiree</b>	<b>\$99.99</b>

The City will pay the full cost of the supplemental plan, plus reimburse to the retiree an annual payment of \$1,199.88 (\$99.99/mo x 12).

**Section 11.05 RETIREE HEALTH INSURANCE CONTRIBUTION FOR EMPLOYEES APPOINTED TO A REGULAR SWORN POSITION ON OR AFTER JULY 1, 2012 (TIER 2)**

- A. **Definition of Retiree.** All unit employees who retire from the City and qualify as an “annuitant” under Government Code Section 22760 shall be eligible for retiree health insurance under the terms and conditions set forth herein. The terms retiree and annuitant shall mean the same thing pursuant to this section.
- B. **Definition of Tier 2.** Tier 2 is the Retiree Health Insurance provisions for employees appointed to a regular sworn position on or after July 1, 2012. A “Tier 2 retiree or employee”

is a retiree or employee who is eligible for Tier 2 benefits because they were appointed to a regular sworn or Police Recruit position on or after July 1, 2012.

C. **Retiree Health Insurance Contribution.** The City agrees to make a Retiree Health Insurance Contribution of no more than the CalPERS medical minimum statutory employer contribution for eligible annuitants who choose to enroll in the City's medical plan. Retirees who opt out of enrollment in the City medical plan will not receive the City's Retiree Health Insurance Contribution.

D. **Retiree Medical Trust.**

1. For Tier 2 employees, the City shall contribute \$750 per month to a retiree medical trust (hereinafter "Trust") for the purpose of providing a savings plan for each employee to purchase medical insurance upon retirement.
2. The \$750 monthly payment shall be made while the employee is in active status and will be paid over 24 pay periods (excluding "free" pay periods) per year. To be eligible to receive the payment in any particular pay period, the employee must code at least 15 hours of paid time in the pay period. Paid time includes regular time and all types of paid leave, including 4850 time, sick, vacation, compensatory time, holiday, bereavement, jury duty, personal, military, catastrophic and administrative leave. Paid time excludes disability payments (including Total Temporary Disability, Short-Term and Long-Term Disability) and periodic special pays such as uniform allowance.
3. The Trust will be administered by the Association. The Trust must meet Internal Revenue Service (IRS) requirements. The Association will be solely responsible for contracting with a trust program or administrator for the maintenance of the Trust. If any of the provisions of the Trust documents or contract between the Association and the Trust program or administrator are inconsistent with the terms of this MOU or any future MOU, the terms of the MOU will prevail.
4. The Association shall assume all responsibility and liability for the Trust for all active and retired Tier 2 employees of the City and their dependents, survivors, heirs, and beneficiaries. The Association shall defend, indemnify and hold the City harmless from any legal action or claims arising from any breach of this MOU or breach of the Trust by the Trustee, Trust Administrator or the Association, or failure by the Trustee, Trust Administrator or Association to fulfill its fiduciary responsibilities.

E. **Medicare.**

1. A retiree who is eligible for Medicare coverage must enroll in Medicare Parts A and B and select a supplemental health benefits program to receive the City's Retiree Health Insurance Contribution.
2. The City shall contribute the actual cost of the selected supplemental benefits program for the level of coverage selected up to the maximum of the City's Retiree Health Insurance Contribution in Section 11.05(C).
3. The retiree may, if available and permitted under the terms of the Retiree Medical Trust, use contributions made to the Trust to cover any additional costs not covered by the Retiree Health Insurance Contribution.

**F. Transition.**

1. The parties acknowledge that it will take some administrative actions to implement the retiree medical provisions agreed to in this Article.
2. If the Retiree Medical Trust is not established by the date a Tier 2 employee is hired, the contributions owed to the employee will be held for the employee. When the Trust is established, all contributions owed will be deposited into the account. If the employee separates employment prior to the Trust being established, any accumulated contributions shall be paid to the employee in taxable cash.
3. If for some reason all necessary actions have not been completed prior to the date a Tier 2 employee retires, and that results in the employee receiving a higher Retiree Health Insurance Contribution than agreed to in this Article, the necessary actions will be completed as soon as possible and the employee will then begin receiving the appropriate Health Insurance Contribution as agreed to in this Article.

**Section 11.06 RETIREE DENTAL INSURANCE**

All unit employees who during the term of this MOU retiree from the City and qualify as an "annuitant" under Government Code Section 22760, shall be eligible to purchase dental insurance at their own expense.

**Section 11.07 INSURANCE COMMITTEE**

The City agrees to continue the Insurance Committee which will have a representative designated by the Association as one of its members. This Committee shall have the responsibility to review the changes in the insurance programs. The Committee shall be composed of one representative from each recognized employee unit and one representative appointed by the City Manager. The Deputy City Manager shall be an ex-officio member of the Committee and entitled to attend all meetings.

**Section 11.08 LIFE INSURANCE**

The City shall contribute on behalf of all active employees, a monthly life insurance contribution amount equal to the cost of life insurance and accidental death and dismemberment insurance providing \$200,000 in basic life insurance benefits and \$200,000 in accidental death and dismemberment insurance benefits for each employee. Employees assigned to the Air Support Unit shall be provided an additional \$100,000 in basic life insurance benefits and \$100,000 in accidental death and dismemberment insurance benefits. The cost of the additional insurance benefits shall be paid by the City.

**Section 11.09 UNIFORM MAINTENANCE ALLOWANCE**

Effective the first paycheck in November, each sworn employee represented by the Association will receive the sum of \$950 per annum as an annual uniform maintenance allowance for maintenance, cleaning and normal repair of clothing worn by the employees in the course of their employment.

**Section 11.10 EDUCATIONAL INCENTIVE PROGRAM**

The following educational incentive compensation program will apply for unit employees in the Police Officer, Police Corporal and Police Detective classifications:

A. The following educational incentive compensation will be paid in addition to base pay:

<b>Education Completed</b>	<b>Additional Compensation</b>
Intermediate POST	2%
Advanced POST	4%
AA Degree	3%
BA Degree	6%
AA Degree and Intermediate POST	5%
AA Degree and Advanced POST	7%
BA Degree and Intermediate POST	7%
BA Degree and Advanced POST	7%

**Section 11.11**

No employee shall be eligible for education incentive compensation in excess of 7% of base pay.

**Section 11.12 RETIREMENT**

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic members entering membership for the first time in a Police safety classification with the City of Ontario before July 1, 2012 shall be eligible for the 3% at 50 retirement formula for Local Safety members. Classic members entering membership for the first time in a Police safety classification with the City of Ontario on or after July 1, 2012 shall be eligible for the 3% at 55 retirement formula for Local Safety members. Classic members in the classification of Police Recruit shall be eligible for the 2.5% at 55 retirement formula for Local Miscellaneous members and the optional retirement benefits provided by CalPERS under the City’s contract for Local Miscellaneous members. Classic members are eligible for the optional benefit of Government Code Section 20042, Highest Single Year.

3. The City shall pay on behalf of the employee a portion of the employee’s required contribution as follows:

Effective Date	City’s Contribution toward Employee’s Share*	Employee’s Contribution toward Employee’s Share
Current	9%	None
July 13, 2014	7%	2%
July 12, 2015	5%	4%
July 10, 2016	3%	6%

Employees shall not be required to pay more than the amounts indicated above (2%, 4%, and 6%) during the term of the Agreement.

\*The required contribution for Police Recruit is 8%. The City’s share will be 8%, 6%, 4% and 2% respectively.

B. New Member

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members entering membership for the first time in a Police safety classification shall be eligible for the 2.7% at 57 retirement formula for Local Safety members. New members entering membership for the first time in the classification of Police Recruit shall be eligible for the 2% at 62 retirement formula for Local Miscellaneous members and the optional benefits provided by CalPERS under the City’s contract for Local Miscellaneous members.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 12.75%. This amount will be adjusted periodically by CalPERS.

C. Optional Benefits for Classic and New Members

The City’s contract with CalPERS includes the following optional benefits for both classic and new Local Safety members:

1. 50% Post Retirement Survivor Allowance – Government Code Sections 21624 and 21626
2. Sick Leave Credit – Government Code Section 20965
3. Military Service Credit (Stats 76) – Government Code Section 21024
4. Retiree Death Benefit \$500 – Government Code Section 21620
5. 2% Cost of Living Adjustment – Government Code Section 21329
6. Two Years Additional Service Credit (only within specified window period) – Government Code Section 20903

7. Cancellation of Election upon Industrial Disability Retirement/Special Death – Government Code Section 21037
8. Post Retirement Survivor Allowance Continuance – Government Code Section 21635
9. Pre-Retirement Option 2W – Government Code Section 21548
10. Death Benefit Continuance – Government Code Section 21551
11. Fourth level of the 1959 Survivor Benefits – Government Code Section 21574

**Section 11.13 LONGEVITY PAY**

Employees shall receive additional compensation for Longevity as follows:

Completed Years of Sworn Service with Ontario Police Department	Base Salary Adjustment
8	4%
10	5%
12	6%
14	7%
16	8%
18	9%
20	10%
21	10.5%
22	11.0%
23	11.5%
24	12.0%
25	12.5%
26	13.0%
27	13.5%
28	14.0%
29	14.5%

**Section 11.14 DEFERRED COMPENSATION**

The City shall contribute \$125 per pay period to deferred compensation on behalf of each employee. Effective the first paycheck in July 2015, the City’s contribution to deferred compensation on behalf of each employee shall increase by \$50 per month; the contribution will be \$321 per month, paid over 24 pay periods per year.

**Article XII. ASSOCIATION MEMBERSHIP AND ACTIVITY**

**Section 12.01 ASSOCIATION MEMBERSHIP**

All bargaining unit employees who are currently members of the Association or become members during the life of this Agreement shall remain as members in good standing of said Association for the duration of this Agreement except as provided for in section 12.02.

**Section 12.02 DUES DEDUCTION**

- A. The City agrees to deduct from the pay of each employee who signs an authorized payroll deduction card a monthly sum certified to him by the Secretary of the Association as the regular monthly dues of the Association. The City will not deduct any pay for initiation fees, fines or other special assessments. Dues deduction shall be a specified uniform amount for each employee in the Association. The dues deduction may be terminated at any time by the

employee by written notice to the City Manager and the Secretary of the Association. Any change in the amount of the dues deducted shall be by written authorization of each member of the Association. The request for a change shall be submitted at least 30 days prior to the effective date of the change.

- B. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that period from future earnings, nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.
- C. Dues withheld by the City shall be transmitted to the officer designated by the Executive Board of the Association in writing, at the address specified in the letter of authorization.
- D. The Association shall indemnify, defend, and hold the City of Ontario harmless against any claims made, and against any suit instituted against the City of Ontario on account of check-off of employee organization dues. In addition, the Association shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

### **Section 12.03      RELEASE TIME**

- A. Association board members shall be entitled to devote a reasonable amount of time to Association business without loss of compensation or benefits. Prior to participating in such business the board member(s) or designee(s) shall obtain authorization from their immediate supervisor. Denial of such request shall not be arbitrary, capricious or otherwise contrary to the spirit and intent of this Agreement. If the request is denied, the immediate supervisor shall establish an alternative time convenient to the parties when the representative can be released from his work assignment.
- B. Association Vacation Leave
  - 1. Effective July 1, 2012, the City agrees to provide release time in addition to Section 12.03(A) for Association members for the purpose of conducting authorized Association business through leave deductions of employees. The amount of Association Vacation Leave shall be 2 hours per year times the number of contributing employees.
  - 2. To fund this program, the Vacation Leave accruals for each employee shall be reduced each year by 2 hours the first full pay period in February. The first leave deduction shall be in February 2013. The City will notify the Association regarding how many hours were deducted. If an employee does not have Vacation Leave to deduct, the Association will not receive credit for those hours. The Association will be able to use the Association Vacation Leave beginning March 10, 2013. If the Association Vacation Leave balance at the beginning of the first full pay period in February is 500 hours or greater, then the vacation leave accruals will not be reduced for any employee for that year.
  - 3. Employees authorized to utilize hours of Association Vacation Leave are members of the Executive Board to perform Association business. Employees using Association Vacation Leave are subject to the departmental leave procedures. This time shall be used in a manner that does not disrupt the operations of the Department as determined

by the Police Chief or designee.

4. Association Vacation Leave shall not be used for any actions in conflict with Article XIX, Peaceful Performance of City Services.
5. Any time used shall be documented and tracked using procedures determined by the City.
6. The Association will provide the names of the Association's Board members to the Human Resources Department in writing no later than August 1, 2012 and any time there is a change in the Board members.

#### **Section 12.04      MANAGEMENT-EMPLOYEE RELATIONS PROGRAM**

- A. The City and the Association agree to continue the program including meetings which shall not be unreasonably denied to strengthen and otherwise improve the working relationships between management and supervisory personnel and the employees. The objectives of the program shall include, but are not limited to, the clarification to rules, regulations, and policies of the City; to improve communication between representatives and officers of the Association and management and supervisory personnel; to curb, if not eliminate, rumors and pressures which are detrimental to employee morale and the employee-employer relationship to encourage joint solutions to problems of mutual concern; and to strengthen and improve the use of existing and agreed upon procedures which serve to protect the interest of the employee and the employer.
- B. The City and the Association agree that monthly meetings will be initiated between the Police Chief and the Association President for the purpose of establishing a schedule for the President that will allow the Association President to engage in Association business while on duty. If this method of authorization and scheduling of release time for Association President does not meet the needs of the Association or the Department, the City and Association agree to meet and confer in an effort to reach agreement on a method whereby the Association President will be provided with reasonable release time for Association business.

### **Article XIII.      GRIEVANCE PROCEDURE**

#### **Section 13.01      DEFINITIONS**

- A. **Informal Grievance** - The term "informal grievance" as used in this Article shall refer to a concern of an employee which arises from the application of a term of this Agreement, existing City Rule(s), Regulation(s) or policies.
- B. **Formal Grievance** - The term "formal grievance" as used in this Article refers to a written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement, existing City Rule, Regulation or policy.
- C. **Grievant** - The term "grievant" as used in this Article refers to a:
  1. regular employee(s);
  2. probationary employee(s);

who allege(s) in a grievance that he/she has been directly wronged by a violation of a specific

term(s) of this Agreement, existing City Rule, Regulation or written policy.

The term "grievant" as used in this Article may refer to the Association when a grievable issue affects or could affect a number of unit members then the Association President may file said grievance on behalf of the Association. All such grievances filed by the Association shall be filed directly in writing with the Human Resources Director. The Human Resources Director shall respond within 30 calendar days after receipt of the grievance from the Association. If the response from the Human Resources Director is not accepted or if no response is received from the Human Resources Director, then the Association may file a Level IV grievance for review by the City Manager. The Association's Level IV grievance shall be filed within 14 calendar days after receipt of the response from the Human Resources Director or expiration of the 30 calendar day response period. The procedures for Level IV and Level V grievance reviews shall apply to grievances filed by the Association.

- D. **Immediate Supervisor** - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.
- E. **Representative** - The term "representative" as used in this Article shall be an employee or representative of the Association who at the grievant's request may be present at Levels I through IV.
- F. **Respond and File** - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

### **Section 13.02      LEVEL I - INFORMAL GRIEVANCE**

- A. An employee shall have the right to present an informal grievance and to have the informal grievance considered with the immediate supervisor no later than 15 working days after the event giving rise to the complaint, or no later than 15 working days after the employee knew or reasonably should have known of the event giving rise to the informal grievance.
- B. The employee, whenever possible, shall attempt to resolve the informal grievance informally with the immediate supervisor.
- C. The immediate supervisor shall provide an answer to the employee no later than 14 working days after the Level I meeting.
- D. A resolution of the informal grievance at the informal level shall not be precedent setting.

### **Section 13.03      LEVEL II - FORMAL GRIEVANCE**

If the informal grievance is not resolved through Level I informal discussions, the employee may file a Level II grievance form with the appropriate Bureau Commander no later than ten working days after the response of the immediate supervisor at Level I. The grievant may utilize the grievance form provided in Appendix A of this MOU or may submit another document. In either case, the written grievance shall include a clear and concise description of the following:

- A. which specific term(s) of the Agreement, City Rule, Regulation or policy have been violated;

- B. the action grieved, including names, dates, places and times and how it violated a specific term(s) of this Agreement, City Rule, Regulation or policy;
- C. the remedy sought;
- D. the name and classification of the grievant and his/her signature or that of his/her representative;
- E. the name of the representative, if any; and
- F. the date of submission.

#### **Section 13.04**

The Bureau Commander shall hold a meeting with the grievant at a mutually acceptable time and location no later than 14 working days after the receipt of the grievance. The Bureau Commander shall respond in writing to the grievant within ten working days of the Level II meeting.

#### **Section 13.05      LEVEL III**

In the event the grievance is not settled at Level II, the grievant may appeal the grievance for Level III review with the Police Chief no later than ten working days after receipt of the Level II response. The grievant shall include in the Level III grievance review request, a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Police Chief shall hold a meeting with the grievant at a mutually acceptable time and location within 10 working days after the receipt of the Level III grievance. The Police Chief shall respond to the grievant no later than ten working days after meeting with the grievant.

- A. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known.
- B. Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

#### **Section 13.06      LEVEL IV**

- A. In the event the formal grievance is not settled at Level III, the grievant may file a Level IV grievance form with the City Manager no later than ten working days after the receipt of the Level III response.
- B. The City Manager may meet with the grievant at a mutually acceptable time and location within ten working days of receipt of the written grievance. The City Manager shall respond to the grievant no later than ten working days after the meeting.
- C. If the grievance has not been settled at Level IV, then within 21 days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Association may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Human Resources Director.

**Section 13.07 LEVEL V - ARBITRATION**

- A. Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall be selected by mutual agreement of both parties.
- C. The cost of the arbitrator's services and reporting services shall be divided equally between the parties. Costs for transcripts of the proceedings, any cancellation fees, or postponement costs shall be the responsibility of the requesting party. Expenses for witnesses, other than City employees, however, shall be the responsibility of the party who calls them. Each party shall be responsible for their own cost of representation.
- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, shall result in the forfeiture of the case and responsibility for payment of all costs of arbitration.
- E. A final decision of award of the arbitrator shall be made within 30 calendar days after the close of the hearing. Such decision or award shall be subject to the approval of the City Council.
- F. The standard of review for the arbitrator is whether the City violated a specific term(s) of this Agreement, City Rule, Regulation or policy.
- G. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

**Section 13.08 GENERAL PROVISIONS**

- A. Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the City Representative to timely respond under this Article shall permit the grievance to be filed at the next level.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. The processing of grievances filed and unresolved prior to the effective date of this Agreement may continue under the grievance procedure in effect at the time of the initial filing.
- D. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- E. The preparation of grievances shall be on the employee's personal time and not during working hours.
- F. The City may consolidate at any level grievances on similar issues.
- G. Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- H. A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

- I. A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- J. No individual City Council member may be approached regarding the grievance at any time the grievance is being processed.
- K. In the event a grievant elects to represent himself/herself or is represented by other than may be provided by the Association, the Association shall be notified of the nature and resolution of the grievance provided, however, the names of employees and confidential information shall not be disclosed. Notification of the employee's Association shall be made within a reasonable time following the resolution of the grievance.
- L. Organizational channels shall be utilized at all times and participation in the grievance and the discussion of information related thereto shall be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- M. In the event of a disciplinary action involving a suspension, reduction-in-pay or demotion or termination where a pre-disciplinary hearing has already been held, levels I through III of the grievance procedure will be eliminated and Levels IV and above will be utilized..
- N. The City agrees to permit an employee and the immediate Association Steward to consult concerning a potential grievance subject to obtaining approval from his/her first line supervisor. The Association agrees that this privilege shall not be utilized to prepare formal grievances during working hours, but to simply consult with an employee and/or supervisor in order to avoid the necessity of processing a formal grievance; or to set an appointment between the Association Steward and the employee after working hours for the preparation of a legitimate grievance. The City agrees to encourage cooperation with the Association Representative and employees in this regard, provided that the City will not permit the effective and/or efficient operation of the City to be interfered with. The City retains the right to revoke this privilege at any time, provided that prior to taking any such action, the City agrees to consult with the Association in order to avoid the necessity of exercising this right.
- O. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
  - 1. Each employee in the "group" grievance is individually named.
  - 2. The grievable matter is exactly the same for each employee cited in the grievance.
  - 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the group filing the grievance.

### **Section 13.09      AUTHORITY OF THIRD PARTY**

Each issue decided by a third party neutral will stand on its own merits and will not be used as a precedent by any other third party neutral in deciding any issue before him or her.

**Article XIV. LAYOFF PROCEDURE****Section 14.01**

The City Manager may layoff regular and probationary workers at any time for lack of work or other changes that have taken place. The employee and the employee's organization are to be given two weeks notice before such a layoff is to take place. The City shall meet and consult with the concerned employee organization on such matters as the timing of the layoff and the number and identity of the employee affected by the layoff during the two week period prior to the proper layoff action.

**Section 14.02**

A demotion or transfer to another department may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.

**Section 14.03**

In the event of a layoff, those employees with the least service in the classification affected shall be laid off first; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:

- A. Temporary employees in the affected classification shall be removed first.
- B. Probationary employees in the affected classification shall be removed next.
- C. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.

**Section 14.04**

The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City (displacement seniority) seniority provided it is in a position in which he/she formerly held a regular appointment, or is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced him, and shall in the same manner, be eligible to displace to a position in a classification in which he/she formerly held a regular appointment or is qualified by education and/or experience, and is capable of performing the duties of the classification.

**Section 14.05**

Failure to return to work from layoff within 15 calendar days after notice to return by certified or registered mail to the employee at his last known address on file with the City Human Resources Department or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

**Article XV. HOLIDAYS**

**Section 15.01 PAID HOLIDAYS**

The following paid holidays shall be observed on the day specified.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12 <sup>th</sup>
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Admission Day	September 9 <sup>th</sup>
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve (1/2 day)	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Eve (1/2 day)	December 31 <sup>st</sup>

**Section 15.02 HOLIDAY WORK COMPENSATION**

1. An employee who must work on a recognized City holiday shall receive holiday pay equal to the number of hours the employee is regularly scheduled to work on said holiday. In addition, the employee shall be paid for the actual hours the employee works, at the rate of time and one half the employee's regular rate of pay or receive compensatory time off.
2. Regardless of work schedule, an employee shall receive compensatory time off based on the number of hours in his or her normal work day up to a maximum of 10 hours when a holiday falls on the employee's regularly scheduled day off.
3. In no event can an employee accrue in excess of 480 hours of compensatory time off. All hours in excess of 480 shall be paid the employee at the employee's regular rate of pay.

**Section 15.03 VACATION/SICK LEAVE ON HOLIDAYS**

Whenever an employee who is scheduled to work on a holiday as part of his/her normal duty schedule becomes sick on a holiday, the officer shall be charged with using sick leave and shall be credited with compensatory time, equal to the employee's regularly assigned hours on that day.

**Section 15.04 HOLIDAY ASSIGNMENT FOR DETECTIVE BUREAU DETECTIVES**

A minimum of five slots or a maximum of 25% of the Bureau Detectives will be available in the Detective Bureau for Bureau Detectives to work each recognized holiday. Employees will be selected on a rotational basis from a seniority list. Seniority for this purpose is defined as time served in the Detective classification. Such opportunity will be available until the five slots are filled for that particular holiday, or no volunteers remain, whichever comes first. Should an employee decline the opportunity to work a

holiday when his/her name is selected, the employee's name will go to the bottom of the list until such time when all employees have been given the opportunity to work.

**Article XVI. VACATION LEAVE**

**Section 16.01 VACATION ACCRUALS**

Employees shall accrue vacation as follows:

Year of Service	Vacation Earned
1-5	96 hours
6	104 hours
7	112 hours
8	120 hours
9	128 hours
10	136 hours
11	144 hours
12	152 hours
13	160 hours
14	168 hours
15	176 hours
16+	184 hours

**Section 16.02 MAXIMUM VACATION LEAVE ACCRUAL**

Effective July 28, 2001, the maximum Vacation Leave accrual balance shall be the number of hours that is two-times the employee's annual accrual rate. In December 2001, and annually thereafter, the determination and application of the maximum Vacation Leave accrual amount shall be made at the completion of the pay period ending closest to December 31<sup>st</sup>.

**Section 16.03 LEAVE CONVERSIONS**

- A. Effective July 1, 2012, employees in this unit may convert up to a total of 200 hours of accrued Vacation Leave and/or Compensatory Time to salary compensation each calendar year. Employees shall have two conversion opportunities each calendar year as specified in Section 16.03(B). The total number of hours converted per calendar year shall not exceed 200. Such conversion shall be at the employee's base rate of pay that is in effect at the time of such conversion.
- B. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 <sup>nd</sup> Friday in May	1 <sup>st</sup> Payday in June
2 <sup>nd</sup> Friday in November	1 <sup>st</sup> Payday in December

C. In addition, unit employees may convert once per calendar year up to 60 hours of sick leave to vacation leave. Employees must have a minimum of 250 hours of sick leave remaining after such conversion. Conversion requests shall be due the second Friday in May and leave will be converted no later than the first payday in June.

**D. ANNUAL REVIEW OF VACATION LEAVE**

On an annual basis, at a date established by the Department, each unit employee that has reached the maximum accrual of Vacation Leave shall request to schedule Vacation Leave usage equal to or greater than their annual Vacation Leave accrual rate. If the Department is unable to allow Vacation Leave usage requests based on operational needs of the Department, the Department shall attempt to schedule alternate Vacation Leave of an equal number of hours. Such alternate schedule shall consider the operational needs of the Department and the employee's needs for vacation usage. If the Department and the employee are unable to agree on an alternative vacation schedule and the Police Chief certifies and the City Manager approves such certification, that the employee was denied the ability to use Vacation Leave that was accumulated over the employee's maximum accrual amount, the excess Vacation Leave shall be converted to salary compensation at the employee's normal pay rate.

## **Article XVII. LEAVES OF ABSENCE WITH PAY**

### **Section 17.01 SICK LEAVE**

- A. City employees are entitled to sick leave for:
1. Any bona fide illness or injury.
  2. Quarantine due to exposure to contagious disease.
  3. Any treatment or examination including, but not limited to, medical, dental, ocular.
  4. Death in the immediate family.
- B. A City employee is not entitled to sick leave for illness or injury arising out of employment, other than employment for the City, for monetary gain or other compensations, or by reason of engaging in business or activity for monetary gain or other compensation.
- C. Employees accrue sick leave in the amount of 96 hours per calendar year. The annual sick leave will be accrued evenly over 26 pay periods.
- D. During the first six months of service, sick leave and vacation time may be used for bona fide personal injury or illness. If an employee does not complete the probationary period, any wages advanced to the employee to cover sick leave shall be deducted from the final pay check.
- E. There shall be no limit on the amount of sick leave that may be accrued by a regular employee.
- F. Employees may convert up to 60 hours of sick leave to vacation leave once per calendar year in accordance with Section 16.03, Leave Conversions.

- G. Employees may use sick leave pursuant to California Labor Code Section 233 (Kin Care).
- H. When an employee has been on sick leave, the City reserves the right to make any investigation of the illness it deems necessary, including requiring a doctor's certificate if the employee is off for 40 or more consecutive hours. On the first day of illness, the employee must notify the department a minimum of 30 minutes prior to the shift start time if the employee is to receive sick leave credit.
- I. All determinations of sick leave shall be made by the department head concerned subject to the approval of the Personnel Officer.

### **Section 17.02      BEREAVEMENT LEAVE**

- A. In the event of a death in the employee's immediate family, the employee shall be granted 3 working days of paid bereavement leave. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.
- B. A total of 5 working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.
- C. The employee shall be granted one working day of paid personal leave to attend the funeral of a close relative not in the employee's immediate family.
- D. City employees may be excused by department heads to attend the funeral of deceased City employees without loss of pay.
- E. The employee may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.
- F. As used in this section, a "working day" shall equal the number of hours an employee is scheduled to work on the day in which bereavement leave is used.

### **Section 17.03      PERSONAL LEAVE**

- A. As an employee may use any compensatory time they have accrued, but no more than three days of sick leave per calendar year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:
  - 1. sickness within the employee's immediate family,
  - 2. bereavement leave for other than members of the employee's immediate family,
  - 3. court appearances when required to be present,
  - 4. observance of one recognized annual religious service, and
  - 5. any other personal need requiring a leave during working hours when approved by the City Manager upon the recommendation of the department head or his authorized representative.

- B. Court appearances, observances of a recognized annual religious service, and other personal needs requiring an appointment during working hours are purposes for which the employee must provide no less than two days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- C. Personal leave shall be used in accordance with the rules set forth in the Personnel Rules and Regulations Manual and shall be charged at the employee's discretion against any unused sick leave, vacation, or compensatory time the employee has accumulated provided there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

#### **Section 17.04      COMPENSATORY TIME-OFF**

After the vacation list is established for the calendar year, subsequent vacation requests will be granted on a "first-come-first-served" basis. This provision does not preclude the cancellation of such scheduled time-off should an emergency occur (i.e. employee illnesses or family emergencies) which creates a situation of low staffing levels.

#### **Section 17.05      CATASTROPHIC LEAVE PROGRAM**

The City agrees to permit employees within the bargaining unit to contribute a portion of their accrued leave credit to another employee when such employee has suffered a catastrophic injury or illness. Catastrophic as used in this provision refers to an unforeseen or sudden unexpected illness or injury requiring immediate attention. For such transfer to take place the following conditions shall apply:

- A. Contributing employee must have at least 96 hours remaining after such contribution and the sick leave application rate will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
- B. The receiving employee has been absent from work due to injury or prolonged illness and has exhausted all accrued leave, and is therefore facing financial hardship.
- C. The transfers must be in whole hour increments. The Human Resources Department shall adjust the donations in accordance with the recipient's needs.
- D. The transfers are irrevocable, and will be indistinguishable from other sick leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- E. Transfers shall be made on a form prescribed by the Human Resources Department.
- F. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

#### **Section 17.06      MATERNITY, PATERNITY AND FAMILY CARE LEAVE**

Family Leave shall be granted in accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993 and interpreted regulations for those respective statutes.

**Article XVIII. SAFETY EQUIPMENT****Section 18.01 EQUIPMENT USED**

The parties to this Agreement recognize that under Sections of the California Labor Code, there are mutual obligations, direct and implied to assure that the spirit and intent of the Code is observed and otherwise complied with, to wit:

- A. The City recognizes that it has an obligation to provide, among other things, a safe place of employment for all employees, including a duty to provide and use safety devices and safeguards which are reasonably necessary and adequate to render the place of employment and the employment itself reasonably safe.
- B. The Association recognizes that in order to fulfill such obligations the City has the right as well as the obligation to establish and enforce such reasonable rules concerning the place of employment, safety devices and safeguards as may be necessary to render the place of employment and the employment itself reasonably safe.
- C. The Association further recognizes that it is the obligation and duty of each employee to observe and otherwise comply with all such reasonable rules and regulations established by the City to render the place of employment and the employment itself reasonably safe.

**Section 18.02 EQUIPMENT PROVIDED**

The following items are currently provided by the City to each of the affected unit employees in the amount or number set forth below, and shall continue to be so provided.

- A. Rain Gear, one set of coat & pants and one pair boots
- B. One helmet and face shield
- C. One set of body armor, Level III or higher (safety vest)
- D. Service ammunition, in the amounts and at the times prescribed pursuant to current departmental regulations.
- E. Leather Gear (Basket Weave): belt, holsters, handcuff case, ammunition carrier, rings and keepers, mace holder - one set each
- F. Two sets of handcuffs, pursuant to departmental specifications
- G. One wooden baton and holder
- H. One department designated service weapon, revolver or automatic, at the employee's option.
- I. One heavy duty flashlight
- J. One car-coat jacket
- K. Two sets of uniform pants and shirts

- L. New employees may, as an option, choose to receive the equivalent value of the wooden baton and holder towards the purchase of another authorized form of baton and holder.

### **Section 18.03 CARE AND MAINTENANCE OF EQUIPMENT**

- A. All items set forth in Section 18.02 shall conform to current departmental specifications unless provided otherwise by this Agreement.
- B. All items of safety equipment described in this Article and provided to the affected employees shall be the property of the City and shall be so identified. Such equipment shall not be modified, altered or otherwise maintained other than in its original condition unless written authorization for any such modification or alteration, is obtained from the Chief of Police or his authorized representative.
- C. Upon receipt of any such equipment by an affected employee, such employee shall be provided with and shall execute a receipt specifying those items of safety equipment issued to him or her. Such receipt shall specify whether the equipment is new or used and shall describe the condition of the equipment provided to the employee.
- D. It shall be the responsibility of the employee receiving such equipment to maintain such equipment in good order and/or working condition subject to the provisions set forth below.
- E. The City shall be responsible for and shall bear the full expense of all repairs or replacement of such safety equipment, provided that such repairs or replacements are not necessitated as a result of negligence on the part of the employee to whom such equipment is issued.
- F. In the event that repairs to, or replacement of, any item of safety equipment are necessitated by negligence on the part of the employee to whom such equipment was issued, said employee shall be responsible for the expense, if any, involved in the repair or replacement of the item of equipment in question.
- G. The parties recognize the City is legally required to maintain all such safety equipment in reasonable safe working order and condition. The parties further recognize that the City may legally delegate the duty to perform such routine maintenance of such safety equipment to its employees in order to maintain such safety equipment in reasonably safe working order and condition.
- H. The Association understands and agrees that the City will require such affected employee to perform normal preventive maintenance and to exercise reasonable care in the use of such safety equipment described herein and provided to the affected employees.
- I. All items of safety equipment described herein and provided to the affected employees shall be repaired or replaced by the City whenever such repair or replacement is necessary to maintain such equipment. The Chief of Police, or his authorized representative, shall determine whether repair or replacement is necessary.
- J. Body armor (safety vest) will be reviewed at least every five years after its issue to determine if replacement is required.
- K. The decision whether any instance of repair or replacement of any safety equipment described herein and provided to any affected employee has been necessitated by negligence on the part of such affected employee shall be made by the Chief of Police or his authorized representative. Disputes regarding any such decision shall be resolved pursuant

to the grievance procedures applicable to other employer-employee disputes within the Police Department.

#### **Section 18.04 USE OF EQUIPMENT**

- A. All safety equipment described herein and provided to any affected employee shall be used by such employee in the performance of his or her duty for the City or as may be provided in the Rules and Regulations of the Police Department of the City, or as otherwise authorized and/or required by the Chief of Police or his authorized representative. Any such action to the contrary must have the express written authorization from the Chief of Police.
- B. Any affected employee may elect to provide his or her own equipment in lieu of the safety equipment described herein. However, any such individually provided safety equipment must be approved as to make, model and/or condition and authorized for use in writing by the Chief of Police or his authorized representative prior to actual use of such equipment. Any employee electing to provide his or her own safety equipment shall return to the Police Department the comparable item of safety equipment previously issued by the City.
- C. Any affected employee electing to provide his or her own equipment in lieu of the safety equipment described herein shall be solely responsible for the loss, damage, care and maintenance of any such equipment except as may otherwise be provided by current Police Department rules and policies.

#### **Section 18.05 UNIFORM WEAR REPLACEMENT**

The City will provide for a uniform pants and shirt replacement policy to be established based on the normal use of the uniforms. Replacement will be determined on an "as-needed" basis and will depend upon Command staff recommendation for the City Manager's approval.

#### **Section 18.06 EQUIPMENT REPLACEMENT DUE TO DAMAGE, THEFT, LOSS OR DESTRUCTION**

- A. As part of establishing an equitable reimbursement standard relative to the damage, theft, loss or destruction of uniforms/clothing/accessories of officers performing in the line of duty and without fault of their own, the City agrees to pay all reasonable costs for repairing or replacing uniforms, clothing, and accessories not otherwise issued by the City, but required by the Police Department to be worn, carried or available to the officer in the course of his/her duties.
- B. To comply with the foregoing, the officer concerned must be acting in good faith and without fault.
- C. When applying for reimbursement, consideration shall be given to repairing the item as opposed to having it replaced. In this regard, the extent of the damage, age and depreciation shall be considered. If repair is not practicable, replacement shall be based on reasonable depreciation scale.
- D. Once reimbursement has been made, it is implied that the officer relinquishes any subrogative rights to the City for collection purposes.

**Section 18.07 DEFINITION OF TERMS**

- A. **Police Officers:** Full-time or part-time Police Officers employed by the City of Ontario, including the Ontario Police Reserves.
- B. **Uniforms:** Any uniform considered to be the uniform of the day as provided for in departmental manuals.
- C. **Clothing:** Any clothing normally called for or referred to as "plainclothes" as the required attire while on duty or in performance of off-duty services.
- D. **Accessories:** Property normally available, carried, or worn by a Police Officer to satisfactorily perform his/her duties, including but not limited to wrist watches, eye glasses and prostheses.
- E. **Reimbursement:** The reasonable repair cost of an item that is repairable, or the total value of a non-repairable item on a depreciation basis.

**Section 18.08 PROCEDURE**

- A. Fill out one copy of the claim demand form as soon as possible after the occurrence. Under items, include description, actual purchase price, estimate for repair or replacement, and any other information that will substantiate the claim.
- B. Attach to the claim demand form any and all reports pertaining to the incident.
- C. Forward the claim demand form and accompanying reports to your immediate supervisor.
- D. As soon as practicable, the immediate supervisor of the claimant shall perform a complete investigation of the incident and verify the information submitted by the claimant. Any changes or additions shall be made in report form with the concurrence of the claimant. If there are no changes or additions, the immediate supervisor shall date and initial the claim demand form and, in turn, forward the form and all accompanying reports to the Bureau Commander.
- E. The Bureau Commander shall review the submitted form and reports, and if satisfied, shall date and initial the claim demand form. If the Bureau Commander is not satisfied, he shall arrange for further investigation, and in any event, there shall be a concurrence between the claimant and the Bureau Commander prior to submitting the claim demand form and reports to the Police Chief.
- F. The Police Chief shall review the claim demand form and accompanying reports, and if satisfied, shall date and initial the claim demand form, prior to forwarding same to the office of the City Manager for appropriate City Council action. In the event the Chief of Police is not satisfied with the results, he shall return the claim demand form and accompanying reports to the Bureau Commander for further follow-up.
- G. It shall be the responsibility of the City Attorney to initiate any action concerning subrogative rights against any person, City, County, State, board, corporation or otherwise for the incurred damage, destruction, loss or theft of the reimbursed item.

**Section 18.09 DISPOSITION OF SERVICE WEAPON**

- A. Upon retirement (whether for disability or service) or honorable resignation after ten years of service, each sworn employee shall be given the option to purchase the service weapon described herein and previously issued to him/her by the City.
- B. The purchase price to such employee shall be the following percentage or the original cost of the weapon based upon the successful completion of the following number of years of service to the City.

<b>Years of Service</b>	<b>Percentage of Original Cost</b>
10	50%
11	45%
12	40%
13	35%
14	30%
15	25%
16	20%
17	15%
18	10%
19	5%
20 or more	\$1.00

- C. Purchasing the service weapon at the time of retirement is subject to the approval of the Police Chief and could be denied for legitimate reasons; i.e. psychological or stress related disability retirement, etc.

**Article XIX. PEACEFUL PERFORMANCE OF CITY SERVICES**

**Section 19.01**

During the term of this Agreement, the Association, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk-out, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations within the City to engage in any or all of the preceding activities.

**Section 19.02**

In the event of such activities, the Association shall immediately instruct any persons engaging in such conduct that they are violating this Agreement, and that they are engaging in unlawful conduct, and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.

**Section 19.03**

In addition to any other lawful remedies for the disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee Relations Section of the Personnel Rules and Regulations.

**Article XX. SEPARABILITY**

**Section 20.01**

If any article or section of this Agreement shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect.

**Article XXI. DURATION AND IMPLEMENTATION**

**Section 21.01**

This Agreement shall, upon ratification by both parties, cover the period from July 1, 2014 to and including June 30, 2018.

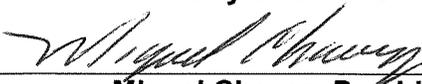
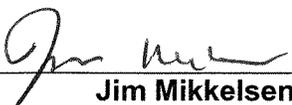
**Section 21.02**

Each party shall exercise its right to present bargaining proposals for a successor Agreement no earlier than 120 days prior to the expiration of this Agreement and no later than 90 days prior to the expiration of this Agreement.

**Section 21.03**

During the term of this MOU, the parties agree to reopen negotiations limited only to salary increases for January 2018. Parties shall begin meeting between 120 and 90 days prior to January 1, 2018.

All terms and conditions set forth in this Agreement are hereby ratified by the unit members and approved by the City Council on the 3<sup>rd</sup> day of December, 2013.

 <hr/> <b>Chris Hughes, City Manager</b> City of Ontario	<hr/> 12/9/13 Date
 <hr/> <b>Miguel Chavez, President</b> Ontario Police Officers Association	<hr/> 12/5/13 Date
 <hr/> <b>Jim Mikkelsen, Vice President</b> Ontario Police Officers Association	<hr/> 12/6/13 Date

**CITY OF ONTARIO  
EMPLOYEE GRIEVANCE FORM**

**Bargaining Unit: #4  
Employee Organization: ONTARIO POLICE OFFICERS ASSOCIATION**

Name(s): \_\_\_\_\_  
Classification(s): \_\_\_\_\_  
Phone: (w) \_\_\_\_\_ (h) \_\_\_\_\_ Dept: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Emp. Representative: \_\_\_\_\_ Rep. Phone: \_\_\_\_\_  
Rep. Mailing Address: \_\_\_\_\_  
Employee Signature: \_\_\_\_\_

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**Check Filing Level**

- II - \*Must be filed within 10 working days from Level I response. Date filed: \_\_\_\_\_
- III - \*Must be filed within 10 working days from Level II response. Date filed: \_\_\_\_\_
- IV - \*Must be filed within 10 working days from Level III response. Date filed: \_\_\_\_\_

\*Timelines may be extended by mutual agreement.

Each filing must be accompanied by a written statement indicating the reason why the proposed settlement at the prior level was not satisfactory.

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Provide clear and concise statements.

Cite specific term(s) of agreement, City Rule, Regulation, policy, alleged to be violated:

Nature of the Problem: (Please include pertinent names, dates, places and times of grievance):

Proposed Solution:

Date of Level I Response:

**FORMAL LEVEL RESPONSES**

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Level II Response: Bureau Commander - \*Respond within 10 working days from meeting date.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Level III Response: Police Chief - \*Respond within 10 working days from receipt of grievance.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Level IV Response: City Manager - \*Respond within 20 working days of receipt of grievance.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Response time may be extended by mutual agreement.

**APPENDIX B - SALARY GRADE TABLE\***  
**OPOA 2014-2018 MOU**

Classification	Step	July 1, 2014		July 13, 2014		July 12, 2015		July 10, 2016		July 9, 2017	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Police Detective	1	\$32.85	\$5,694.34	\$34.49	\$5,979.06	\$36.22	\$6,278.01	\$38.21	\$6,623.30	\$39.74	\$6,888.23
	2	\$34.49	\$5,979.06	\$36.22	\$6,278.01	\$38.03	\$6,591.91	\$40.12	\$6,954.46	\$41.73	\$7,232.64
	3	\$36.22	\$6,278.01	\$38.03	\$6,591.91	\$39.93	\$6,921.50	\$42.13	\$7,302.18	\$43.81	\$7,594.27
	4	\$38.03	\$6,591.90	\$39.93	\$6,921.49	\$41.93	\$7,267.57	\$44.23	\$7,667.28	\$46.00	\$7,973.98
	5	\$39.93	\$6,921.50	\$41.93	\$7,267.58	\$44.02	\$7,630.95	\$46.45	\$8,050.66	\$48.30	\$8,372.68
Police Corporal	1	\$29.73	\$5,153.63	\$31.22	\$5,411.31	\$32.78	\$5,681.87	\$34.58	\$5,994.38	\$35.97	\$6,234.15
	2	\$31.22	\$5,411.31	\$32.78	\$5,681.87	\$34.42	\$5,965.97	\$36.31	\$6,294.09	\$37.76	\$6,545.86
	3	\$32.78	\$5,681.87	\$34.42	\$5,965.96	\$36.14	\$6,264.26	\$38.13	\$6,608.79	\$39.65	\$6,873.14
	4	\$34.42	\$5,965.97	\$36.14	\$6,264.27	\$37.95	\$6,577.48	\$40.03	\$6,939.24	\$41.64	\$7,216.81
	5	\$36.14	\$6,264.26	\$37.95	\$6,577.48	\$39.84	\$6,906.35	\$42.04	\$7,286.20	\$43.72	\$7,577.65
Police Officer	1	\$26.91	\$4,664.02	\$28.25	\$4,897.22	\$29.67	\$5,142.08	\$31.30	\$5,424.89	\$32.55	\$5,641.89
	2	\$28.25	\$4,897.22	\$29.67	\$5,142.08	\$31.15	\$5,399.19	\$32.86	\$5,696.14	\$34.18	\$5,923.99
	3	\$29.67	\$5,142.09	\$31.15	\$5,399.19	\$32.71	\$5,669.15	\$34.51	\$5,980.96	\$35.89	\$6,220.19
	4	\$31.15	\$5,399.18	\$32.71	\$5,669.14	\$34.34	\$5,952.60	\$36.23	\$6,279.99	\$37.68	\$6,531.19
	5	\$32.71	\$5,669.15	\$34.34	\$5,952.60	\$36.06	\$6,250.23	\$38.04	\$6,594.00	\$39.56	\$6,857.76
Police Recruit	1	\$24.35	\$4,221.43	\$25.57	\$4,432.50	\$26.85	\$4,654.13	\$28.33	\$4,910.11	\$29.46	\$5,106.51
	2	\$25.57	\$4,432.51	\$26.85	\$4,654.13	\$28.19	\$4,886.84	\$29.74	\$5,155.61	\$30.93	\$5,361.84
	3	\$26.85	\$4,654.13	\$28.19	\$4,886.83	\$29.60	\$5,131.18	\$31.23	\$5,413.39	\$32.48	\$5,629.93
	4	\$28.19	\$4,886.83	\$29.60	\$5,131.17	\$31.08	\$5,387.73	\$32.79	\$5,684.06	\$34.10	\$5,911.42
	5	\$29.60	\$5,131.18	\$31.08	\$5,387.74	\$32.64	\$5,657.12	\$34.43	\$5,968.27	\$35.81	\$6,207.00

\*Salaries are approximate. The payroll system calculates the rate to the 6th decimal place.