

Memorandum of Understanding

Between

**Ontario Police
Management Group**

And

City of Ontario

**January 1, 2018
Through
June 30, 2022**



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Article I. MEMORANDUM**Section 1.01 Parties to Memorandum of Understanding**

This Memorandum of Understanding (hereinafter known as M.O.U. or Agreement) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Ontario Police Management Group (hereinafter known as OPMG).

Section 1.02 Recognition

The City hereby formally recognizes the Ontario Police Management Group 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 Captain
Police Lieutenant
Police Sergeant

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

- A. 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," 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 in accordance with State laws, orders, regulations, official instructions or policies. This section shall conform within the scope of MMBA.
- B. 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 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 OPMG.

Section 1.04 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 twelve (12) consecutive months commencing on January 1st and ending on December 31st.
- 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 the employee's 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, step-children and grandchildren.
- G. **Week** - The term "week" as used in this Agreement refers to seven (7) consecutive days beginning on Sunday and going through Saturday.
- H. **Personnel File** – The term "personnel file" as used in this Agreement refers to any file maintained by the City or Department which contains personnel records concerning an employee.
- I. **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

- A. 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.

- B. The rights of the City include, but are not limited to:
1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
 2. Set standards of service.
 3. Determine the procedure and standards of selection for employment and promotion.
 4. Direct its employees.
 5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
 6. Maintain efficiency of government operations.
 7. Determine the methods, means, and personnel by which government operations are to be conducted.
 8. Determine the content of job classifications.
 9. Take all necessary actions to carry out its mission in emergencies.
 10. Exercise complete control and discretion over its organization and the technology of performing its work.
 11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
 12. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- C. Pursuant to the above Subsection B, OPMG acknowledges that the City may exercise such rights to modify the promotional examination procedures and standards for classifications included in this unit. Such modifications may include additional promotional evaluation processes, such as, an evaluation panel of Departmental management representatives. OPMG further acknowledges the continuing rights of the City to make future modifications to the promotional examinations and standards.
- D. Where required by law, the City agrees, prior to implementation, to meet and confer with OPMG 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 OPMG members is provided for in this Memorandum of Understanding, Personnel and Regulations or Departmental Rules and Regulations.

Article IV. EMPLOYEE RIGHTS

- A. The City shall afford regular employees the procedural due process safeguards as set forth under the Public Safety Officers Procedural Bill of Rights, State law, this MOU, rules and regulations of the City and Department and under published decisions of state and federal courts.

- B. An employee shall have the right of OPMG representation by a designated OPMG representative 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, or that may result in such discipline.

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 the employee's adjustment within the organization.

B. LENGTH

1. All initial-hire and promotional appointments shall be tentative and subject to a probationary period of 12 months.
2. If a probationary employee is on leave for more than 60 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave.
3. The Police Chief or designee may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of the employee's initial-hire or promotional probationary period.

C. REJECTION

1. During the probationary period, the Police Chief or designee may terminate an initial-hire probationary employee without cause and without right of appeal.
2. During the probationary period, the Police Chief or designee may reject a promotional probationary employee without cause and without right of appeal. An employee who is rejected while serving probationary period after promotion shall be returned to his/her former classification. The employee shall be returned to the same step the employee was on at time of promotion. The anniversary date for step increases and evaluations shall be adjusted by the time served at the higher level classification. Seniority in rank shall be based on the date employee was initially appointed to the position. Service and sworn dates for purposes of vacation accrual, longevity, and other service-related pay or benefits shall not change.
3. Notwithstanding the above, the City will comply with any administrative appeal procedures required by the Public Safety Officers Procedural Bill of Rights for promotional probationary employees and related published decisions of state and federal courts.

Section 5.02 Transfer

A transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned, or to meet the service needs of the department. All transfers must be within comparable classes, and no person shall be transferred to a position for which the employee 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 OPMG agree to modify the promotional standards for the classification of Police Sergeant as follows:
1. A Police Detective, regardless of probationary status, is 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.
- B. The following provisions will apply to selection off of the eligible list established for the classification of Police Sergeant:
1. A Police Detective may not be promoted to Police Sergeant prior to the successful completion of the probationary period as a Police Detective.
 2. 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 eligible list, regardless of placement on the list.
- C. The following provisions will apply to the selection off the eligible list established for the classification of Police Sergeant to fill Police Sergeant vacancies in the Air Support Unit.
1. When a vacancy for Police Sergeant exists within the Air Support Unit, the Department will have the discretion to consider only the applicants on the eligibility list who meet the additional requirements identified for Air Support.
 2. Police Corporals who meet the additional qualifications, regardless if currently assigned to the Air Support Unit, may be considered and selected for the Air Support Unit even if more than two Detectives remain on the eligibility list.

Article VI. PERSONNEL FILES

Section 6.01 Maintenance of Files

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 Access to Personnel Files

- A. Employees, during normal working hours with reasonable notice and with the employee's supervisor's approval, have the right to have access to and copies of any document in their personnel file(s). Employees may be charged for cost of excessive duplication of any materials in any personnel file for which they request copies.
- B. An employee will be provided with an initial copy of any document which will be placed in the personnel file(s). An employee shall have the right to respond in writing or personal interview to any information contained in the employee's personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.
- C. Documentation of a disciplinary action of 2 working day suspension or less shall be removed from an employee's 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 Police Chief, 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 2 working day suspension may be removed from an officer's file(s) after five years, at the sole discretion of the Police Chief.

Article VII. DISCIPLINARY PROCEDURE

- A. 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:
 - 1. The employee shall receive advance notice of the proposed disciplinary action. Normally, one week for a 1-3 days suspension, and two (2) weeks for all other disciplinary actions will be considered the minimum time necessary to give notice.
 - 2. The notice must contain the reasons and the charges upon which the proposed action is based.
 - 3. The notice must also contain a statement of the events or circumstances upon which the action is based.
 - 4. The employee must be given the materials, if any, upon which the action is based.
 - 5. 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 Section 13.07(M) of the grievance procedure.
 - 6. 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.

- B. The above procedure may be deviated from in circumstances where there is a need for immediate disciplinary action. In such cases, an employee may be ordered off the job without pay if the employee's conduct imperils the safety or welfare of the public, other employees, or said employee.
- C. Disciplinary Actions shall conform to the provisions contained in the Public Safety Officers Procedural Bill of Rights Act (California Government Code Section 3300, et seq.).

Article VIII. CLASSIFICATIONS

Section 8.01 New Classifications

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

Section 8.02 Higher Classification Work

- A. Any bargaining unit employee who is assigned to temporarily perform the preponderance of duties of a position in a higher classification for more than forty (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:
 - 1. 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.
 - 2. In the instances where new equipment or new operational procedures are involved, the supervisor may require a training period not to exceed sixteen (16) hours at the employee's normal rate of pay.
 - 3. 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.
- B. The higher salary rate payable shall commence on the forty-first 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% out of class compensation or "Step 1" of the higher classification, whichever is higher.
- C. This assignment will continue until the City no longer requires the incumbent to perform the duties of such assignment.
- D. At the end of such assignment the employee performing the temporary assignment shall be returned to the employee's original position and salary range.

Article IX. HOURS OF WORK

Section 9.01 Work Schedules

- A. The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment.
- B. Notwithstanding Section 9.01(A) above, the parties have met and conferred regarding the implementation of modification to employee work schedules.
- C. The parties have agreed that employees in Patrol may be assigned to a 3/12.5 work schedule consisting of 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 exist to accomplish department-wide training or other special details. The parties will mutually develop rules regarding implementation of the modified work schedule, to address issues such as, extended training of 3 days or more, jury duty leaves and other issues.
- D. 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.
- E. Employees assigned to Patrol 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 9.02 Overtime

For purposes of the Fair Labor Standards Act (FLSA), the City has adopted a work period pursuant to 29 U.S.C. Sec 207(k) and 29 CFR 553.230. The work period shall be 28 days and shall begin on January 14, 2001.

Section 9.03 Overtime – Police Sergeants

- 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. Overtime is subject to prior approval.
- B. Police Sergeants shall receive overtime compensation at the rate of 1½ the employee's regular rate of pay in cash or compensatory time off, for all time worked, or deemed to have been worked (including 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 Police Sergeants 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 scheduled 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. For employees assigned to a 12 hour schedule the City may adjust the workweek definition for modified work schedules to be in compliance with the Fair Labor Standards Act. The workweek for an assigned 12 hour schedule employee shall split each Saturday of the pay period at their point of their regularly scheduled shift on a Saturday. Overtime worked pursuant to grant funding must be compensated for in cash.

- C. In lieu of overtime compensation, employees may receive equal compensatory time off upon their request and with the approval of the Bureau Commander.

Section 9.04 Overtime – Police Lieutenants

Police Lieutenants shall receive overtime compensation at the rate of 1½ the employee's regular rate of pay in cash or compensatory time off for all time worked or deemed to have worked (including 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 schedule, or 160 hours in a 28 day work period for employees on a 3/12.5 hour shift schedule. For Police Lieutenants 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 Police Lieutenants assigned to the 3/12.5 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.

Section 9.05 Hours of Work – Police Captain

- A. Police Captains are exempt from the Fair Labor Standards Act due to the nature of their duties. Employees are expected to work the hours necessary to complete the requirements of their position. All pay, discipline, and leave provisions will be administered consistent with the FLSA requirements for exempt positions. Police Captains are not eligible to earn overtime pay or compensatory time, except as provided for in Sections 11.13(D) and 15.02 (Holidays) for time worked on holidays and Section 10.07 for on-call duty.
- B. In certain circumstances, the City Manager may authorize additional compensation or leave for substantial time required to meet emergency and/storm responses, unusual scheduling required to meet the requirements of holiday coverage, attention to duties outside normal work schedule and such other needs.

Section 9.06 Compensatory Time Administration

- A. An employee may retain a balance of unused compensatory time not to exceed the amount of four hundred eighty (480) hours at any given time.
- B. Upon termination or retirement from the City, the employee shall receive payment for any unused compensatory time that has been accrued.
- C. Employees may convert accrued compensatory time in accordance with the provisions in Section 16.03.

Article X. COMPENSATION**Section 10.01 Salary**

- A. Effective January 7, 2018, employees within the unit will receive a 5% increase in base salary.
- B. Effective January 6, 2019, employees within the unit will receive a 5% increase in base salary.
- C. Effective January 5, 2020, employees within the unit will receive a 5 % increase in base salary.
- D. Effective January 3, 2021, employees within the unit will receive a 4% increase in base salary.
- E. Salary ranges for the various classifications in this unit shall be set forth in Appendix “A” attached to this MOU.

Section 10.02 Promotion to Sergeant

Base salary compensation for employees promoting to Sergeant shall be established at the applicable salary step that will result in a one-step increase (approximately 5%), when compared to the employee’s rate of pay including longevity pay and educational incentive pay, but excluding any and all other additional salary compensation prior to the promotional appointment.

Section 10.03 Promotion to Lieutenant

Base salary compensation for employees promoting to Lieutenant shall be established at the applicable salary step that will result in a one-step increase of approximately 5% or the first step of the salary range, whichever is greater, when compared to the employee’s rate of pay including longevity pay and educational incentive pay and excluding any and all other additional salary compensation prior to the promotional appointment.

Section 10.04 Skill Compensation**A. Bilingual Pay**

Unit employees in positions determined to require bilingual abilities will be paid additional compensation. Each employee who meets the eligibility requirements and is designated by the Police Chief and Human Resources to receive bilingual pay shall receive bilingual pay of 6% above base salary. Employees receiving bilingual pay must be certified through a proficiency test in bilingual abilities and currently assigned to the designated position. Eligibility will be determined as follows:

1. The Police Chief shall designate which positions should be assigned bilingual duties and which languages shall be eligible for bilingual pay.

2. The Human Resources Department shall conduct a test of competency for employees whose positions have been assigned bilingual duties to certify these employees eligible for bilingual pay.
3. Competency will be determined by measuring the employee's fluency in the designated language(s) as well as the ability to communicate in job-related situations.

B. Motorcycle Pay

1. Employees assigned to motorcycle duty will receive motorcycle duty pay of 5% above base salary.
2. In addition to the compensation set forth above, an employee assigned to Motorcycle Duty shall receive compensated time of 4 hours per pay period for motorcycle cleaning and maintenance. The City and OPMG agree that 4 hours per pay period represents a reasonable estimate of the time spent by the employee maintaining and cleaning the motorcycle. Specifically, employees 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 leave of absence and not actually performing any cleaning or maintenance. Employees may be scheduled to take 8 hours off each month. The time off shall be scheduled at a mutually agreeable time between the supervisor and the employee. It is not the intent of this language to allow employees to accumulate the four hours each pay period without taking the time off each month.

C. Air Support Duty Pay

Employees assigned to air support duty will receive air support duty pay of 5% of base salary, and unit employees assigned as pilots shall receive a maximum of 13% additional compensation including the 8% pilot pay.

Section 10.05 Training Duty

Employees' assigned Field Training responsibilities will receive an additional 4% above base pay. Such assignment will be in writing and have the approval of the Police Chief.

Section 10.06 Court Appearance and Standby Compensation

- A. Any Police Sergeant or Police Lieutenant who makes a court appearance on the employee's 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. A Police Captain is not eligible for overtime for court appearances on the employee's off-duty time; however, when practical, a Police Captain's schedule can be changed to coincide with the required court appearance with approval of the Police Chief or designee.
- B. An off-duty Police Sergeant or Police Lieutenant 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 to be eligible to

receive standby compensation for the afternoon session, the employee may be required to provide the employee's supervisor with the name of the deputy district attorney requiring the afternoon standby.

- C. If the Police Sergeant or Police Lieutenant who is 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 are intended only for Police Sergeants and Police Lieutenants 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 standby compensation.
- E. A Police Sergeant or Police Lieutenant 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 the station for court.
- F. For any court appearance outside the City of Ontario where an officer is required to remain over the lunch hours, the employee 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, the employee will be reimbursed for the actual mileage according to the business standard rate established and maintained by the Internal Revenue Service (IRS) for the use of private vehicles.

Section 10.07 On-call Duty

Police Sergeants and Police Lieutenants who are assigned to be on-call by their supervisor for any period of time during a seven consecutive calendar day period shall receive twenty (20) hours of compensation at straight time rates or twenty (20) hours of compensatory time, at the employee's option. For example, an employee who is on-call from Friday at 5 p.m. until the following Friday at 4:59 p.m. shall be paid 20 hours. Also, an employee who is on call for less than a full week (e.g. from Friday at 5 p.m. until Saturday at noon) shall similarly be entitled to 20 hours of compensation.

Section 10.08 Shift Differential

- A. Shift differential shall be 3% above base pay. 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. Employees assigned to the 3/12.5 work schedule whose work shift begins between Noon and 5 a.m. shall receive shift differential compensation.
- B. 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.

- C. Shift differential shall not be paid for any hours worked as overtime by employees not assigned to these identified shifts/assignments.

Section 10.09 Airport Operations Bureau

- A. Employees who have completed required training and are regularly assigned to the Airport Operations Bureau (AOB) will receive assignment premium of 5.12% above base pay.
- B. Assignments to AOB are determined by the Police Chief and are based on operational needs.

Section 10.10 Management Incentive Pay

Police Captain employees shall receive Police Management Incentive credit at the rate of (8.08) hours per pay period, for a total of two hundred and ten hours (210) each calendar year, in recognition for their on-call availability as needed by the department. Such credit shall not be available for use as time off and shall be paid as salary compensation at the employee's regular rate of pay.

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 OPMG 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
Retiree Health Insurance Contribution	\$112
Retiree Tier 1 Reimbursement	\$819
Total City Contribution	\$931
Supplemental Plan	\$878
Difference	\$53
Standard Medicare Part B Premium	\$99.99
City's Medicare Reimbursement to Retiree	\$53

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
Retiree Health Insurance Contribution	\$112
Retiree Tier 1 Reimbursement	\$819
Total City Contribution	\$931
Supplemental Plan	\$800
Difference	\$131
Standard Medicare Part B Premium	\$99.99
City's Medicare Reimbursement to Retiree	\$99.99

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 OPMG. The Trust must meet Internal Revenue Service (IRS) requirements. OPMG 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 OPMG 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. OPMG 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. OPMG 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 OPMG, or failure by the Trustee, Trust Administrator or OPMG 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 OPMG 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 the recognized employee unit and one representative appointed by the City Manager. The Assistant City Manager or 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 will pay a monthly life and accidental death and dismemberment insurance premium providing \$300,000 basic life insurance or \$300,000 accidental death and dismemberment insurance 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 OPMG will receive the sum of \$950 per annum as the 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:

Classification	Highest Education Completed	Additional Pay Percentage
Police Sergeant/ Police Lieutenant	AA Degree	2.25%
All OPMG Classifications	BA Degree	4.5%
All OPMG Classifications	Master's/Other Post-Graduate Degree	6.75%

Employees shall receive no more than 6.75% educational incentive compensation.

Section 11.11 Vehicles

It is mutually agreed that each of the Police Captains will continue to have the option of taking an assigned police vehicle home. Sergeants within the Investigations Bureau will have the option of taking an assigned vehicle home when on call. The Sergeant within the Traffic Division will also have the option of taking their assigned motorcycle home. All requirements, regulations and policies relative to the use of the identified vehicles will remain in force. This provision does not prohibit the Police Chief to amend such requirements, regulations and policies.

Section 11.12 Deferred Compensation

- A. The City shall contribute \$700 per month, \$350 per pay period for 24 pay periods, to deferred compensation on behalf of each employee covered by this MOU.
- B. Effective no later than the first paycheck in July 2018, the City's contribution to the 457(b) plan will be made to the City's 401(a) money purchase plan instead of the 457(b) plan. Employee may contribute voluntarily in the Section 457(b) plan.

Section 11.13 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 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 Payment toward Employee's Share	Employee's Contribution toward Employee's Share
Current	3%	6%
January 7, 2018	2%	7%
January 6, 2019	1%	8%
January 5, 2020	0%	9%

Employees shall not be required to pay more than the amounts indicated above (7%, 8%, and 9%) during the term of the Agreement. Effective January 2020, classic members of the unit will contribute no more than 9% of the employee's share of the pension cost.

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.
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 Stats 76 – Government Code Section 21024 (at employee's sole cost)
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. Industrial Disability Retirement Cancelled – 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

D. Reportable Compensation - Holiday Pay

As long as it is allowable by CalPERS, Holiday pay will be reported for safety members who work in positions that require scheduled staffing without regard to holidays. If the member is paid over and above the normal salary when a holiday is worked, the additional amount will be reported separately to CalPERS as special compensation.

E. Supplemental Retirement Program

Employees who retired between the first full pay period in October, 2001 and the first full pay period in July, 2004 are eligible to participate in a Supplemental Retirement Program (SRP). Eligible employees may participate in the City’s Supplemental Retirement Program as defined and described in the ‘Side Letter of Agreement between the City of Ontario and the Ontario Police Management Group.’ Eligible employees must complete an ‘Individual Agreement to Participate in the City’s Supplemental Retirement Program’ to participate in the program.

Section 11.14 Longevity Pay

- A. Employees shall receive Longevity Pay as follows:

Years of Completed Service	Percentage of Base Salary	
	Police Sergeant	Police Lieutenant/ Police Captain
15	None	None
20	2.5%	None
25	5%	2.5%
27	6%	3.5%
29	7%	4.5%

- B. After October 14, 2007, employees that promote into the unit shall retain their previous longevity pay less 7.5%. Such new employees shall only be eligible to receive increases in Longevity pay in accordance with the schedule contained in Section 11.14(A).

Article XII. GROUP MEMBERSHIP ACTIVITY

Section 12.01 Release Time

A designated member of OPMG may receive reasonable release time to represent another unit member in matters relative to working conditions. Such release time shall be accommodated only after operational needs of the releasing department are met.

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 the employee by the Secretary of OPMG as the regular monthly dues of OPMG. The City will not deduct any pay for

initiation fee fines or other special assessments. Dues deduction shall be a specified uniform amount for each employee in OPMG. The dues deduction may be terminated at any time by the employee by written notice to the OPMG President and the OPMG Secretary. Any change in the amount of the dues deducted shall be by written authorization of each member of OPMG. The request for a change shall be submitted at least thirty (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 OPMG 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 OPMG in writing, at the address specified in the letter of authorization.
- D. OPMG 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, OPMG shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

Article XIII. GRIEVANCE PROCEDURE

Section 13.01 Definitions

- A. **Complaint** - The term "complaint" 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 written policy (policies).
- B. **Grievance** - The term "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 written 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 the employee 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 OPMG when alleging a violation of Article XII, as provided for in this Agreement.

- D. **Immediate Supervisor** - The term "immediate supervisor" as used in this Article refers to the appropriate supervisory or management person to whom the employee is accountable. Any such settlement reached between the grievant and a supervisory

or management person who is a member of the bargaining unit, must be approved by the Police Chief before it is finalized. The Police Chief reserves the right to overturn any such settlements.

- E. **Representative** - The term "representative" as used in this Article shall be an employee or representative of OPMG who at the grievant's request may be present at Levels I through IV. Representation of the employee at Level V shall be by an OPMG designated representative.
- 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 Review

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

Section 13.03 Level II - Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with the next level of supervision no later than ten (10) working days after the response of the immediate supervisor at Level I. If the next level of supervision is the Police Chief, the grievance will be automatically processed at Level III. If the next level of supervision is the City Manager, the grievance will be automatically processed at Level IV. The grievant shall state clearly and concisely on a grievance form provided by the City.
 - 1. The specific term(s) of the Agreement, City Rule, Regulation or written policy have been violated.
 - 2. The action grieved, including names, dates, places and times and how it violated a specific term(s) of this Agreement, City Rule, Regulation or written policy.
 - 3. The remedy sought;
 - 4. The name and classification of the grievant and the grievant's signature;
 - 5. The name of the representative, if any; and
 - 6. The date of submission.

- B. The appropriate supervisor shall hold a meeting with the grievant at a mutually acceptable time and location no later than fourteen (14) working days after the receipt of the grievance. The Bureau Commander shall respond in writing to the grievant within ten (10) working days of the Level II meeting.

Section 13.04 Level III

- A. In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the Police Chief no later than ten (10) working days after the Level II response. If the next level of supervision is the City Manager, the grievance will be automatically processed at Level IV. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Police Chief may hold a meeting with the grievant at a mutually acceptable time and location. The Police Chief shall respond to the grievant no later than ten (10) working days after the receipt of the Level III grievance.
- B. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known.
- C. 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 13.05 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than ten (10) working days after the receipt of the Level III response.
- B. The grievant or the City Manager may request to meet with the other party at a mutually acceptable time and location within ten (10) working days of receipt of the written grievance. The City Manager shall respond to the grievant no later than ten (10) working days after the meeting or twenty (20) working days after receipt of the grievance at Level IV.
- C. If the grievance has not been settled at Level IV, then within twenty-one (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, OPMG may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Human Resources Director.

Section 13.06 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 any arbitration proceeding shall be divided equally between the City and the employee or the employee organization to which the employee may belong.
- 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. 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 13.07 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 OPMG 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 themselves or is represented by other than may be provided by OPMG, OPMG shall be notified of the nature and resolution of the grievance; provided however, that the names of the employees and confidential information shall not be disclosed. Notification of the employee's Group 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. 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 OPMG filing the grievance.

Section 13.08 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 them.

Article XIV. LAYOFF PROCEDURE

- A. 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 week 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.
- B. 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.
- C. 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 apprized in advance. The order of layoff shall be:
1. Temporary employees in the affected classification shall be removed first.
 2. Probationary employees in the affected classification shall be removed next.
 3. 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.
- D. 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 the employee 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.
- E. The employee displaced shall be considered as laid off for the same reason as the person who displaced the employee, and shall in the same manner, be eligible to

displace to a position in a classification in which the employee formerly held a regular appointment or is qualified by education and/or experience, and is capable of performing the duties of the classification.

- F. Failure to return to work from layoff within fifteen (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 Office 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, except as provided in Section 15.02 below, shall be observed on the day specified.

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

Section 15.02 Holiday Work Compensation for Police Sergeants and Police Lieutenants

- A. Police Sergeant and Police Lieutenant employees 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.
- B. Regardless of work schedule, an employee shall receive compensatory time off based on the number of hours in their normal work day up to a maximum of 10 hours, when a holiday falls on the employee's regularly scheduled day off.
- C. 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 to the employee at the employee's regular rate of pay.

Section 15.03 Holiday Work Compensation for Police Captains

- A. Employees in the classification of Police Captain shall be paid as salary compensation for working holidays in accordance with the holiday schedule regardless of whether the employee is on or off duty when the holiday occurs.
- B. Regardless of work schedule, an employee shall receive credit for each holiday at a rate of 1½ times the standard 10 hour holiday, for a maximum of 210 hours of holiday credit each calendar year.
- C. Employees shall be compensated for this holiday credit at the rate of (8.08) hours per pay period, for a total of two hundred and ten hours (210) hours holiday pay per annum. (8.08 is calculated at 26 pay periods).

Article XVI. VACATION

Section 16.01 Vacation Accruals

Police Sergeant and Police Lieutenant employees shall accrue vacation based on the employee’s years of service as follows:

Years Completed	Vacation Earned
1-3	112 hours
4	120 hours
5-9	128 hours
10	144 hours
11	152 hours
12	160 hours
13	168 hours
14	176 hours
15	184 hours
16	192 hours
17	200 hours
18	208 hours
19	216 hours
20	224 hours
21+	240 hours

Section 16.02 Maximum Vacation Leave Accrual

The maximum Vacation Leave accrual balance shall be the amount of hours that is two-times the employee’s annual accrual rate. 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 of each year.

Section 16.03 Leave Time Conversions

- A. Employees in the 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. 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 deadline for the leave conversion requests shall be as follows:

Request Due Date	Payment
2 nd Friday in May	1 st Payday in June
2 nd Friday in November	1 st 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.

Section 16.04 Annual Review of Vacation Leave

On an annual basis, on 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.

Section 16.05 Annual Leave Accrual for Police Captain

Police Captain employees shall accrue annual leave based on the employee’s years of service as follows:

Years Completed	Annual Earned
1-3	208 hours
4	216 hours
5-9	224 hours
10	240 hours
11	248 hours
12	256 hours
13	264 hours
14	272 hours
15	280 hours
16	288 hours
17	296 hours
18	304 hours
19	312 hours
20	320 hours
21+	336 hours

Section 16.06 Maximum Annual Leave Accrual

The maximum annual leave balance for Police Captains shall be 800 hours. Employees shall not accrue annual leave above 800 hours.

Section 16.07 Annual Leave Conversions

- A. Employees may convert up to 200 hours of accrued Annual Leave to salary compensation per calendar year as follows:

Request Due Date	Payment Date
2nd Friday in May	1st Payday in June
2nd Friday in November	1st Payday in December

- B. Employees may convert a minimum of 8 hours and a maximum of 200 hours at each opportunity, but the total number of hours converted per calendar year shall not exceed 200 total hours.
- C. Employees who are promoted to a Police Captain position must convert all accumulated Vacation Leave and Sick Leave to Annual Leave at the time of promotion. Vacation Leave and Sick Leave accrual balances will be converted at the following rates:
1. Each accumulated hour of Sick Leave will be converted to .6 hours of Annual Leave. After the conversion, there will be no Sick Leave balance.
 2. Each accumulated hour of Vacation Leave will be converted to 1 hour of Annual Leave.
 3. Upon promotion to Police Captain after conversion of Vacation and Sick to Annual Leave, any leave balance over 800 hours will be converted to salary compensation at the employee's hourly rate prior to their promotion to the classification of Captain.

Article XVII. LEAVES OF ABSENCE

Section 17.01 Sick Leave – Police Sergeant and Police Lieutenant

- 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.
 5. Resolution of issues related to the employee being a victim of domestic violence, sexual assault, or stalking.

6. Sickness in the immediate family as provided for in Section 17.01(B)
 - B. Employees may use up to 48 hours of sick leave per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).
 1. Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c). This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling.
 2. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
 3. Employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
 4. This provision may be changed if any changes are made to Labor Code Section 233.
 - C. 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.
 - D. Police Sergeant and Police Lieutenant employees accrue sick leave at the rate of ninety-six (96) hours per calendar year. The annual sick leave will be accrued evenly over twenty-six (26) pay periods.
 - E. During the first six (6) months of service, sick leave and vacation time may be used for bona fide personal injury or illness.
 - F. There shall be no limit on the amount of sick leave that may be accrued by a regular employee.
 - G. Employees may convert sick leave to vacation leave as specified in Section 16.03(C).
 - H. When an employee has been on sick leave, the City reserves the right to make any investigation of the illness it deems necessary, even to the requiring of a doctor's certificate. On the first day of illness, the employee must notify the department before the end of the first hour after the shift begins 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 Executive Director Human Resources.

Section 17.02 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) days paid bereavement leave. Such bereavement leave shall not be charged against the employee's sick leave, vacation nor accrued compensatory time.
- B. A maximum of five (5) days 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 employees' sick leave, vacation or accrued compensatory time.
- C. The employee shall be granted one (1) day 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.

Section 17.03 Personal Leave

- A. An employee may use any compensatory time they have accrued, but no more than three (3) 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 members of the employee's immediate family,
 - 3. Court appearances when required to be present,
 - 4. Observance of one recognized annual religious service, and
- B. Any other personal need requiring a leave during working hours when approved by the City Manager upon the recommendation of the department head or the employee's authorized representative.
- C. 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 (2) days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two (2) day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- D. 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 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 is on an approved leave of absence due to a verifiable illness or injury caused by a physical or mental impairment. Catastrophic as used in this provision refers to an unforeseen or sudden unexpected illness or injury requiring immediate attention.

The City also agrees to permit employees to contribute a portion of their accrued vacation, annual leave and/or compensatory time to another employee when such employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick leave may not be donated under this provision.

For such transfer to take place the following conditions shall apply:

1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations.
2. Such illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. A statement from the employee's treating physician or the employee's immediate family member's treating physician is required.
3. 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.
4. Pregnancy is excluded from this provision; however, injuries or illnesses resulting from a pregnancy may be covered under this provision with a statement from the employee's treating physician as the final authority.
5. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee's or family member's treating physician is required.
6. Contributing employee must have at least 96 of sick leave remaining after such contribution and the leave application rate will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
7. The transfer must be in whole hour increments. The amount or the donations credited each pay period shall be in accordance to the receiving employee's needs.
8. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
9. Transfers shall be made on a form prescribed by the Human Resources Department.
10. Eligibility to be a receiving employee in the program is not subject to the Grievance Procedure of this Agreement.

Section 17.05 Maternity, Paternity and Family Care Leaves

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

Article XVIII. 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 the employee 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.

Years of Service	Percentage of Original Cost
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 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

- A. During the term of this Agreement, OPMG, 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.
- B. In the event of such activities, OPMG 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.

- C. In addition to any other lawful remedies for the disciplinary action available to the City in the Employer-Employee Relations Section of the Personnel Rules and Regulations.

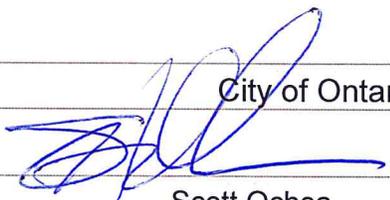
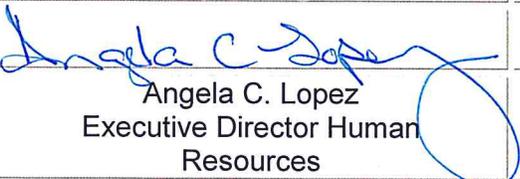
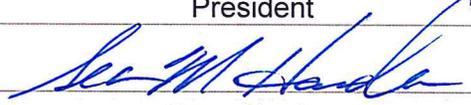
Article XX. SEPARABILITY

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

- A. This Agreement, upon approval by both parties, shall be effective for the period of January 1, 2018 and remain in full force and effect up to and including June 30, 2022.
- B. 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.

All terms and conditions set forth in this Agreement are hereby ratified by the unit members and approved by the City Council on the 3rd day of April 2018.

City of Ontario		Ontario Police Management Group	
	12/17/18		12-11-18
Scott Ochoa City Manager	Date	Mark Guski President	Date
	12/11/18		12/11/18
Angela C. Lopez Executive Director Human Resources	Date	Sean Harden Vice President	Date

APPENDIX A - SALARY GRADE TABLE*
OPMG MOU 2018-2022

Classification	Step	January 7, 2018		January 6, 2019		January 5, 2020		January 3, 2021	
		Hourly Rate	Monthly Rate						
Police Captain	1	\$68.95	\$11,951.33	\$72.40	\$12,549.33	\$76.02	\$13,176.80	\$79.07	\$13,705.47
Police Captain	2	\$72.40	\$12,549.33	\$76.02	\$13,176.80	\$79.83	\$13,837.20	\$83.03	\$14,391.87
Police Captain	3	\$76.01	\$13,175.07	\$79.82	\$13,835.47	\$83.82	\$14,528.80	\$87.18	\$15,111.20
Police Captain	4	\$79.82	\$13,835.47	\$83.82	\$14,528.80	\$88.02	\$15,256.80	\$91.55	\$15,868.67
Police Captain	5	\$83.81	\$14,527.07	\$88.01	\$15,255.07	\$92.42	\$16,019.47	\$96.12	\$16,660.80
Police Lieutenant	1	\$59.87	\$10,377.47	\$62.87	\$10,897.47	\$66.02	\$11,443.47	\$68.67	\$11,902.80
Police Lieutenant	2	\$62.86	\$10,895.73	\$66.01	\$11,441.73	\$69.32	\$12,015.47	\$72.10	\$12,497.33
Police Lieutenant	3	\$66.00	\$11,440.00	\$69.30	\$12,012.00	\$72.77	\$12,613.47	\$75.69	\$13,119.60
Police Lieutenant	4	\$69.29	\$12,010.27	\$72.76	\$12,611.73	\$76.40	\$13,242.67	\$79.46	\$13,773.07
Police Lieutenant	5	\$72.76	\$12,611.73	\$76.40	\$13,242.67	\$80.22	\$13,904.80	\$83.43	\$14,461.20
Police Sergeant	1	\$51.43	\$8,914.53	\$54.01	\$9,361.73	\$56.72	\$9,831.47	\$58.99	\$10,224.93
Police Sergeant	2	\$54.00	\$9,360.00	\$56.70	\$9,828.00	\$59.54	\$10,320.27	\$61.93	\$10,734.53
Police Sergeant	3	\$56.70	\$9,828.00	\$59.54	\$10,320.27	\$62.52	\$10,836.80	\$65.03	\$11,271.87
Police Sergeant	4	\$59.54	\$10,320.27	\$62.52	\$10,836.80	\$65.65	\$11,379.33	\$68.28	\$11,835.20
Police Sergeant	5	\$62.51	\$10,835.07	\$65.64	\$11,377.60	\$68.93	\$11,947.87	\$71.69	\$12,426.27

*Salaries are approximate. The City's payroll system calculates compensation.