



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF FONTANA

AND THE

FONTANA POLICE MANAGEMENT ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2021 THROUGH JUNE 30, 2023

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FONTANA AND
THE FONTANA POLICE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding (hereinafter referred to as the MOU) is entered into by and between the City of Fontana (hereinafter referred to as the City) and the Fontana Police Management Association (hereinafter referred to as the Association). Except as otherwise provided in this MOU, all of its provisions shall be applicable to all employees in the job classifications of Sergeant, Lieutenant, and Captain for the period commencing **July 1, 2021 and ending June 30, 2023.**

The City and Association acknowledge that the City is working toward implementation of a new Human Resources & Payroll System (“System”) during the term of this MOU. The completion and readiness of the System shall be a reopener as to all issues that are impacted. To the extent the System’s implementation may impact terms and conditions of employment, the parties will meet, confer, and negotiate prior to implementation.

ARTICLE I: RECOGNITION

The Association has been formally recognized by the City of Fontana to represent all employees in the job classifications of Sergeant, Lieutenant, and Captain for the purpose of representing them in their employment relations with the City.

ARTICLE II: CITY PERSONNEL RULES AND REGULATIONS

It is understood and agreed that there exists within the City, in written or unwritten form certain personnel rules, policies, practices and benefits, generally contained in the “City of Fontana’s Personnel Rules and Regulations,” and “City of Fontana Employer-Employee Resolution” as amended thereafter by City resolutions and Memoranda of Understanding. Those rules, policies and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this MOU, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies.

ARTICLE III: ZIPPER CLAUSE

The parties acknowledge that during the meet and confer sessions which resulted in this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

Therefore, the City and the Association, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU,

or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they have met and conferred or signed this MOU.

ARTICLE IV: DUES DEDUCTIONS

Section 1 - Dues Deduction Authorization

Members of the Fontana Police Management Association may authorize Association dues deductions by submitting a written authorization to the Association, who will then notify the City of such deductions. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

Section 2 - Non-Pay Status

If an employee is in a non-pay status, the employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction 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 pay 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.

Section 3 - Hold Harmless

The Association shall indemnify, defend and hold the City of Fontana harmless against any claims made, and against any suit instituted against the City of Fontana on account of check-off or employee organization dues. In addition, The Association shall refund to the City of Fontana any amounts paid to it in error, upon presentation of supporting evidence.

ARTICLE V: WAGES, SALARY DIFFERENTIAL, POST CERTIFICATE PAY, UNIFORMED SEAGEANTS ADMINISTRATIVE COMPENSATION

A. Wages

1. No wage increases are scheduled for year one of the contract.
2. Effective the beginning of the pay period following July 1, 2022, each employee/classification represented by the Association shall receive a 1.25% base salary increase.

3. A review and update of survey cities selected by the City will be conducted during the term of this contract.
4. A “Benchmark” salary survey utilizing the newly agreed upon survey cities will be conducted prior to the next negotiations process. The “Benchmark” survey will measure the base wages, including Intermediate P.O.S.T., for the classification of Police Sergeant. The final survey documents will be reviewed and discussed with the PMA representatives.

B. Salary Differential

For this contract only, effective the beginning of the pay period following July 1, 2021, the City will review each classification represented by the Association to ensure the salary differentials are maintained as indicated below. For all subsequent years, the City will annually (January of each year) review each classification represented by the Association to ensure the salary differentials are maintained as follows:

- * Top step Sergeants with Advanced Post will be no less than nineteen (19) percent above the base pay of Top step Corporals with Advanced Post certificates
- * Top step Lieutenants with an Advanced Post will be no less than twenty-two (22) percent above Top Step Sergeants with an Advanced Post
- * Top step Captains with an Advanced Post will be no less than fifteen (15) percent above Top Step Lieutenants with an Advanced Post

C. P.O.S.T. Certificate Pay

Employees represented by the Association who possess a Supervisory or a Management P.O.S.T. certificate will receive annual certificate pay. Effective July 1, 2021, the employee will receive a \$3,750 payment for a Supervisory P.O.S.T. certificate or a \$5,750 payment for a Management P.O.S.T. certificate. Effective July 1, 2022, the employee will receive a \$4,000 payment for a Supervisory P.O.S.T. certificate or a \$6,000 payment for a Management P.O.S.T. certificate.

Employees who have qualified and applied for their applicable P.O.S.T. certificate between July 1st and December 31st of the calendar year will receive their Certificate Pay on their normal paycheck within two pay periods following P.O.S.T.’s receipt of application. Employees who have qualified and applied for their applicable P.O.S.T. certificate between January 1st and June 30th of the calendar year will receive their P.O.S.T. Certificate Pay with the normal annual payout in July. For example, an employee who has qualified and applied for their Supervisory P.O.S.T. on August 1st will receive their P.O.S.T. Certificate Pay within two pay periods following P.O.S.T.’s receipt of application, and thereafter annually in July. An employee who has qualified and applied for their Supervisory P.O.S.T. on January 15th will be paid their P.O.S.T. Certificate Pay annually in July. If a member obtains their Management Certificate between July 1st and

December 31st, the member will then receive only the difference between the Supervisory and Management Certification pay levels.

All employees who receive certificate pay without the official certificate being granted by P.O.S.T. must sign a P.O.S.T. Certificate Waiver form. In addition, Association members will no longer be eligible for the City's Educational Expense Reimbursement Program.

D. Uniformed Sergeants Administrative Compensation

Effective July 1, 2008, the City will provide all Sergeants with compensation for briefing preparation. Effective August 9, 2014 the compensation will be two (2) hours of pay or comp-time per pay period. This time is used to prepare for their shift and to complete all necessary administrative duties.

ARTICLE VI: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, AND LEAVE CASH-OUT

A. Personal Leave Accrual

The personal leave accrual rate based upon years or completed service with the City of Fontana is as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL HOURS ACCRUED</u>	<u>PAY PERIOD ACCUMULATION</u>
Less than 2 Years	224 hours	8.62 hours
2 Years but less than 4 Years	240 hours	9.23 hours
4 Years but less than 6 Years	256 hours	9.85 hours
6 Years but less than 8 Years	264 hours	10.15 hours
8 Years but less than 10 Years	272 hours	10.46 hours
10 Years but less than 14 Years	280 hours	10.77 hours
14 Years but less than 18 Years	296 hours	11.38 hours
18 Years +	312 hours	12.00 hours

B. Personal Leave Accrual Limits

Effective July 1, 2019, the number of personal leave hours which can be carried over from year to year is limited to a maximum of three (3) times the employees personal leave accrual. Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager, at his discretion, reserves the right to payout an employee's accrued personal leave time which is in excess of the three (3) year ceiling and/or the current maximum, when such payment has been determined to be in the best interest of the City.

C. Personal Leave Cash-Out

For all employees occupying a classification covered by this MOU, the maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "Leave Plans" is one hundred and twenty (120) hours per calendar year. The requested cash out can be made at either or both dates below not to exceed the maximum amount listed in this Article per calendar year (July 2021):

Payment Dates
• On or before July 31 st
• On or before the second Friday in December

Employee's leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out. An exception to the minimum balance may be made, at the discretion of the City Manager, due to catastrophic circumstances.

The City Manager will annually determine if the City Council's goal of a 15% general fund fiscal reserve and a 10% infrastructure reserve, as identified in the City Budget, have been achieved for each subsequent fiscal year. If the above goals are determined to have been met, the maximum amount of leave time which can be cashed out will increase to one hundred and fifty (150) hours for the classifications of Police Sergeant and Police Lieutenant (July 2021) and two hundred (200) hours for the classification of Police Captain, providing additional general funds are available.

D. Negative Leave Usage

All provisions regarding negative leave usage have been eliminated. Employees may only use time already accrued. The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances and with the employee providing a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the employee's final paycheck.

ARTICLE VII: BILINGUAL DIFFERENTIAL

The City shall pay one hundred dollars (\$100) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

A. Cafeteria Plan

Except as provided below, each month the City shall contribute to a cafeteria plan on behalf of each represented employee an amount equal to the total of (a) the premium for

coverage under the lowest cost HMO insurance plan (lowest cost HMO insurance plan based on the monthly premiums for the employee plus family rate), (b) coverage for the high option dental plan (for employee plus one tier, dental premiums are calculated at the employee plus child rate), (c) coverage for the vision plan (d) group term life insurance coverage of two-times (2x) the employee's annual salary (e) long-term disability plan coverage and (f) a cash back option, all of which shall not exceed the amounts specified below (July 2021):

PMA Cafeteria Plan	
Tier	"Up to" Cafeteria Amount
Cash Back Option	\$776.70
Employee Only	\$737.39
Employee + 1	\$1,488.44
Employee + Family	\$1,973.78

For represented employees who participate in the above insurance programs and whose collective premiums for those plans exceed \$776.70 per month, the maximum amount that any such employee can receive as a cash back option is an amount equal to the premium for long-term disability coverage. For all other employees, the maximum monthly cash back option available is the amount by which \$776.70 exceeds the total of the monthly premiums for the plans in which they participate.

B. Medical Insurance Benefits While on Leave

Employees who are receiving long-term disability insurance pay will have their medical insurance premiums paid by the City for them and currently enrolled dependents for up to 18 months. These payments shall be based on the employees' medical and dental coverage and shall not exceed the value of the contributions as describe in above paragraph A. per month. Thereafter, the employee must pay for medical insurance. Employees on job related injury leave shall receive fully paid medical insurance or cafeteria benefits for the period of the injury as required by applicable law. Employees at their option may continue coverage of other available insurance at their own expense.

C. Long Term Disability Benefit

Employees will be required to purchase Long Term Disability Benefit with post-tax income instead of through the application of cafeteria plan contributions.

ARTICLE IX: OVERTIME, ADMINISTRATIVE TIME AND COMPENSATORY TIME

A. Non-Exempt Employees

1. Overtime

All time worked, or regarded as having been worked because the non-exempt employee was on an authorized leave of absence, in excess of the employee's

regularly scheduled work hours for that day or 160 hours in their 28 day cycle, shall be compensated at the premium rate of one and one-half the employee regular rate of pay.

As discussed in the re-opener language related to the implementation of a Human Resources & Payroll System, terms and conditions impacted by the System's implementation – including but not limited to overtime – are subject to reopening to the extent impacted by System implementation.

All non-exempt employees who work off-duty assignments (e.g., special events, parades, etc.) shall be paid at their appropriate hourly rate with a minimum of two (2) hours per assignment.

2. Compensatory Time Off

A non-exempt employee may not accrue more than four hundred and eighty (480) compensatory time off hours. The cash value of any hours in excess of four hundred and eighty (480) will be paid out as overtime. Compensatory time off shall be treated the same as personal leave for scheduling and approval purposes.

A non-exempt employee who is promoted to an exempt position (Sergeant to Lieutenant) will have any compensatory time balance cashed out at the time of promotion. This leave cash out will be done at the salary rate of the newly promoted position.

B. Exempt Employees

Exempt employees (as designated by the City) shall receive seventy - five (75) hours of administrative time off without loss of compensation in lieu of overtime or any other compensation. With the City Manager's or his designee(s) concurrence, the Department Head may grant additional administrative days off to an exempt employee who has been required to work an excessive number of hours. Such additional administrative time off shall not be granted for the performance of regular duties but is intended to compensate those employees who have gone above and beyond the normal call of duty (for example, special projects or filling in for an absent employee for a substantial amount of time). Administrative time off does not accumulate from year to year. Thus, anytime not taken off prior to June 30 shall be forfeited. All administrative days off must be approved in writing by the Department Head prior to their being taken. Administrative leave shall be treated the same as personal leave for scheduling and approval purposes.

ARTICLE X: WORK SCHEDULES

The work schedule for Sworn Management employees will be established by the City Manager or his designee(s).

ARTICLE XI: COMPENSATION FOR WORKING HOLIDAYS

All employees serving in classifications covered by this MOU shall be compensated in cash for working holidays at the rate of five (5.38) hours per pay period, for a total of one hundred forty (140) hours holiday pay per annum.

ARTICLE XII: LONGEVITY PAY

- A. Longevity pay shall be paid to all unit employees who complete a minimum of ten (10) years of service at the rates indicated in the subsequent sections of this Article. Unit employees shall receive longevity pay by electing one form of payment below:
- A bi-weekly basis, equal to the amount indicated in Section B or C (i.e., a prorated portion of the annual longevity payment will be provided with each paycheck) and will be included on the employee's next regular paycheck following eligibility, **OR**
 - A one-time per year payment, payable on or before the second Friday in December.

The unit employee may not change their payment option once they elect to receive it bi-weekly. For current unit employees, the election to receive payment bi-weekly must be submitted to the Human Resources Department on or before October 1st to be effective the beginning of the pay period following January 1st of the following year. Employees may enroll in bi-weekly, direct deposit payments of longevity pay prior to October 1st of each subsequent calendar year (July 2021).

- B. All unit employees hired prior to July 1, 1990 shall receive longevity pay in an amount equal to the following applicable percentage of the employee's annual base salary based upon the completion of the following applicable length of service:

<u>YEARS OF SERVICE COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
10 Years but less than 14 Years	3.75%
14 Years but less than 15 Years	5.25%
15 Years but less than 20 Years	6.50%
20 Years but less than 25 Years	7.75%
25 Years +	9.00%

- C. All unit employees hired on or after July 1, 1990 who are not eligible for longevity pay as described in Section B, shall receive longevity pay based on completion of the following applicable length of service in the following amounts:

10 Years but less than 15 Years of continuous service: \$2,250
15 Years but less than 20 Years of continuous service: \$2,750
20 Years but less than 25 Years of continuous service: \$3,250

25 Years or more of continuous service: \$3,750

- D. These longevity payments shall be reported to PERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

ARTICLE XIII: DEFERRED COMPENSATION

Effective the beginning of the pay period following July 1, 2021, the City shall match employee contributions of up to \$300/month into a 457(b) account managed by one of the City's 457(b) providers.

Effective the beginning of the pay period following July 1, 2022, the City shall match employee contributions of up to \$500/month into a 457(b) account managed by one of the City's 457(b) providers.

The parties agree that during the term of this agreement, this article may be reopened for the purposes of discussing the City's deferred compensation program, but not an increase to the specific contribution amounts.

ARTICLE XIV: RETIREMENT BENEFITS

The City and the Association understand that retirement benefits are an area of Legislative interest during the term of this MOU. The parties agree that, to the extent the California Legislature passes law during the term of this MOU that may be interpreted to affect either City contribution or member benefits levels, this Article shall be reopened for negotiation. The obligation to reopen negotiations as to this topic shall commence at the passage of the law, regardless of the date of implementation or enactment.

A. Participation

The City participates in the Public Employees' Retirement System (PERS).

Tier I

Classic Safety Members hired prior to July 1, 2011 will have a retirement formula that is based on 3.0% @ 50 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the "highest one (1) year" salary.

For Tier I above, the City shall pay up to one hundred percent (100%) of each employee's required retirement contributions pursuant to the retirement plan maintained by the City through PERS. Said payments shall not exceed nine percent (9%) of the employee's "PERSable" compensation. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

Tier II

All Safety Members hired on or after July 1, 2011 will have a retirement formula that is based on 3.0% @ 55 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in Tier II will pay the full employee portion.

Tier III

All New Safety Members hired on or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), will have a retirement formula based on 2.7% @ 57 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based the highest consecutive 36 month average. An employee in Tier III will pay 50% of Normal Costs. This amount is provided by CalPERS each year and is subject to change.

For the purposes of any future comparisons of the level of compensation of employees covered by this MOU with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. All contributions shall be credited to the employees' accounts with PERS.

B. EPMC Conversion

The City will report as compensation for retirement purposes the Employer Paid Member Contribution of 9% for Tier I employees ONLY that were hired prior to July 1, 2011.

C. Cost Sharing (per section 20516 of the CA public employee's retirement law)

All Tier I (as defined above), Classic, Safety Members in the classifications of Police Captain, Police Lieutenant, and Police Sergeant will contribute three percent (3%) towards the City's **Employer CalPERS costs** effective as soon as practical and upon CalPERS approval of the amendment to the City's contract. Such contributions shall be tax-deferred and shall be credited to the members account.

D. 1959 Survivor's Benefit

The City provides the option of the 1959 Survivor's Benefit for all employees enrolled in PERS.

E. PERS Military Buy-Back

The MOU between the City and PERS shall allow for the buy-back of time served by the employee in the Military.

F. Health Insurance for Retired Employees

All employees hired prior to June 30, 1990, who retire from the City (i.e., begin to draw from their PERS retirement accounts) shall continue to be eligible for retiree health benefits. This consists of City contributions to medical insurance for retirement, after 10 years of City service, and dental insurance, for retirement after 20 years of City service, for both employee and spouse. Employees who are ineligible for City paid retiree health insurance may elect upon retirement to continue medical and dental coverage at their own expense through the City's medical and dental plans.

Only employees hired prior to June 30, 1990 who retire after ten (10) years of City service shall be eligible to cause the City to pay the prescribed monthly contributions toward the payment of medical insurance premiums for them and eligible dependents and eligible survivors, and only employees hired prior to June 30, 1990 who retire after twenty (20) years of City service shall be eligible to cause the City to pay the prescribed monthly contributions toward the payment of dental insurance premiums for them and eligible dependents and eligible survivors. The City's monthly contribution towards retiree medical insurance shall not exceed the actual costs for employee or employee and spouse, whichever is applicable, based on the "City-Kaiser" Plan rate. All employees and retirees who do not satisfy the prerequisites described above shall still have the option to continue medical and dental insurance coverage for them and eligible dependents under the City's medical and dental plans at their own expense.

Eligible retirees must join Medicare so long as this does not result in any loss of coverage or increased cost to the retiree. In that connection, the City will reimburse eligible retirees for the cost of the Medicare coverage, which is automatically withdrawn from their Social Security checks. Retirees must supply the City with proof of payment (including deductions from Social Security checks) for this coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

G. Retiree Medical Trust Fund

Effective the first pay period in July 2009, all employees represented by the Association hired after June 30, 1990 who are not eligible for retiree benefits as described above will receive a monthly payment into a mutually agreed upon Retiree Medical Trust Fund. Effective the beginning of the pay period following July 1, 2019, the City's monthly contribution amount will be \$375 per employee. The Association agrees that the City's contribution will not be increased for five (5) years, except where necessary to match Police Officer's Association ("POA") contribution increases. The parties acknowledge that it is their intent to maintain the same contribution levels for both the Association and the POA. (July 2019) The Retiree Medical Trust Fund will be established, selected and maintained by the association and must meet IRS guidelines.

Prior MOUs have created different contribution levels for the Association and the POA. In order to resolve this inequity, the City will make a one-time payment to the Retiree Medical Trust Fund for the Association in the amount of \$50,390.50. Any future adjustments

needed to resolve any inequities in the Retiree Medical Trust Fund due to negotiated contribution amounts by another bargaining group will be the responsibility of the Association members. (July 2019)

ARTICLE XV: MERIT INCREASES

Sworn Management employees will be eligible for merit increases.

Merit increases shall be made within a five (5) pay step program in the applicable classification based on 5% intervals.

ARTICLE XVI: UNIFORMS AND EQUIPMENT

A. Uniform Allowance

The annual uniform allowance for all employees represented by the Association is \$1,250. The allowance shall be paid in semi-annual increments equal to 50% of the annual allowance in October and April of each year.

In addition, the City will compensate any eligible employee for the repair or replacement of clothing or equipment damaged or destroyed in direct consequence of the discharge of his/her duties in accordance with State Labor Code Section 2802.

B. Safety Equipment

In accordance with Government Code 50081 the following required and recommended safety equipment shall be provided to new personnel:

- | | |
|--------------------|---------------------|
| 1. Service Firearm | 6. Handcuffs |
| 2. Holster | 7. Raincoat |
| 3. Belt | 8. Rain Boots |
| 4. Ammunition | 9. Bulletproof Vest |
| 5. Baton | 10. Disinfectant |

C. Bulletproof Vest Replacement

The City shall provide up to a \$700 credit to employees represented by the Association with bulletproof vests over five (5) years old. The Vests will be replaced at the time they reach five (5) years in age regardless of when that occurs during the contract.

ARTICLE XVII: ON-CALL PAY FOR LIEUTENANTS AND SERGEANTS

The weekly compensation paid those who are assigned on-call duty by the Chief of Police shall be as follows:

Sergeants	\$600
Lieutenants	\$600

ARTICLE XVIII: COURT STAND-BY AND COURT APPEARANCE COMPENSATION

A. Court Stand-By

Employees who are placed on “Stand-By” status restricting their freedom of movement in lieu of attending court in response to a direct order or lawful subpoena pertaining to matters arising during the course and scope of employment shall be compensated at the rate of one-half of the employee’s straight time compensation (e.g., if an employee is earning \$20 an hour, and is placed on an On-Call status, such employee will be compensated at the rate of \$10 an hour).

B. Court Appearance

In addition, the City shall provide to each employee who is required to attend court, outside of scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his/her employment, overtime compensation, in either cash or compensatory time off at the employee’s option for time spent in attendance, with a minimum compensation payment of three (3) hours at the applicable overtime rate. Sergeants whose normal shift ends between 0230 hours and 0700 hours shall receive a minimum compensation of five (5) hours.

ARTICLE XIX: CALL-BACK

The City shall provide to each Sergeant who is: (1) called back to work; or (2) who signs up or is ordered to work an extra shift, a minimum of two (2) hours compensation at the rate of time and one-half the employee’s regular rate.

ARTICLE XX: WELLNESS

The City shall allow all employees represented by the Association use of the Miller Fitness Center and the Jesse Turner Health & Fitness Center (ONLY) at no cost to the employee. Use of the centers is at each employee’s own risk and subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees MUST show City issued ID to obtain access. Violation of any safety rule or regulations shall constitute valid grounds for revocation of the privilege of the Fitness Center usage, not subject to grievance.

ARTICLE XXI: PERFORMANCE EVALUATIONS

Only performance evaluations with an overall rating of less than satisfactory are within the scope of the grievance procedure.

ARTICLE XXII: LAYOFFS

A. Administration of Layoffs

The layoff of Sworn Management employees will be conducted in accordance with the City of Fontana's Layoff Plan adopted by the City Council on May 7, 1991.

The City shall exhaust all reasonable means available to avoid layoffs and/or furloughs of Sworn Management employees. The City agrees to meet with Sworn Management employees after providing one weeks' notice of any intent by the City to institute applicable layoffs and/or furloughs. The purpose of these meetings will be to explore alternatives to layoffs and/or furloughs.

B. Full-time Temporary Employment Following Layoff

Qualified employees who are subject to layoff (laid off employees) may fill positions where there is an employee out on a leave, and who is not receiving salary or health and welfare benefits from the City, on a temporary basis until the absent employee returns, or the position is filled on a non-temporary basis. The laid off employee may be removed from such a position upon written notice from the City and shall not have any grievance or appeal rights.

During such temporary service employees shall receive the salary and health and welfare benefits of the classification in which they are serving. If the laid off employee is removed from the temporary position, they shall be eligible for that portion of the severance package if any, that would be remaining on the date of removal as if it had run from their date of appointment into the temporary position. Except as explicitly provided herein, the employee shall in all other aspects be a temporary employee.

C. Seniority and Benefits Upon Reinstatement After Layoff

Employees who are reinstated to the same or equivalent classification within two (2) years after layoff shall have their seniority date restored to that prior to layoff. Probationary employees who are laid off, shall upon reinstatement, be required to serve any remaining balance of their original probationary period. In addition, such reinstated employees will be entitled to the restoration of personal leave accrual rates they were eligible to receive prior to layoff.

ARTICLE XXIII: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION

Except in the case of a major safety violation, exempt employees shall not be subject to suspensions without pay except in increments of one workweek or more.

Upon mutual written agreement between the Chief of Police and any affected employee in this bargaining unit, the employee may have an equivalent amount of unused accrued personal leave time deducted from his/her account in lieu of serving a suspension without pay for that period. Compensatory time off may not be deducted in lieu of serving a suspension.

ARTICLE XXIV: TAKE HOME VEHICLES

Police Captains and Police Lieutenants shall be provided a take-home vehicle. Said vehicle shall be utilized for official City business and incidental purposes only and will be in accordance with City and Police Department Policy.

If the Department needs require the use of any take-home vehicle(s) for Police Operations, the vehicle(s) assigned to a Captain or a Lieutenant may be utilized for the duration of the operation. This will impact the ability to take the unit home. Advanced notice will be provided if this should occur.

ARTICLE XXV: COMPENSATION FOR ACTING APPOINTMENTS

Subject to the following conditions, an employee who is required, based on an acting appointment to serve in a class with a higher salary range than of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater. Overtime shall be paid at a rate of 1.5 times of their acting hourly rate.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any six-month period.
- b) The employee must perform all the duties and assume all the responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of a newly budgeted positions, where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.

ARTICLE XXVI: CHALLENGES TO THE MOU

Should any judicial proceedings challenging this MOU be instituted against only one of the parties to the MOU, the other will intervene and perform all acts necessary to support the MOU. If the Association incurs costs or reasonable attorney fees to discharge this obligation to intervene, the City will reimburse it in full for those sums.

ARTICLE XXVII: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all existing wages, hours and other terms and conditions of employment of employees serving in classifications covered by this MOU shall continue to remain in full force and effect.

ARTICLE XXVIII: OFFICER FATALITY BENEFIT

- A. The City shall pay up to \$10,000 for funeral expenses for an Officer killed in the line of duty.
- B. The City shall pay reasonable expenses for surviving spouse and children to attend one national and one state Peace Officer Memorial Ceremony. Expenses shall be limited to airfare (coach) and up to two night's hotel accommodation.
- C. The Police Honor Guard will be allowed to attend the national and state Peace Officer Memorial Ceremonies honoring our fallen Officer on paid City time when a Fontana Police Officer who died in the line of duty has his/her name inscribed.
- D. Spouse & Family Benefit for Officer Fatality

The City shall continue to pay the monthly medical premiums only for the surviving spouse and dependents for a period of twelve (12) months following the death of an Officer killed in the line of duty. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage.

ARTICLE XXIX: EMPLOYMENT-RELATED UPDATES

During the term of the MOU, a joint labor/management committee shall meet and confer on the City's proposed changes to the Employer-Employee Relations Resolution, as well as proposed legally required updates to the City of Fontana Personnel Rules and Regulations.

ARTICLE XXX: SEVERABILITY

If any article of this Agreement shall be found to be in conflict with any statute or regulation of the United States or State of California by an arbitrator at grievance or a court competent jurisdiction, such article or section shall be deemed to be 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. A ruling at arbitration shall not have precedential effect and will be binding only as to the arbitration at issue.

Ratified by City Council: Tentative Agreement on June 8, 2021 Closed Session
Official Ratification on July 22, 2021 Consent Calendar

CITY OF FONTANA

**POLICE MANAGEMENT
ASSOCIATION**

APPENDIX "A"

Police Lieutenant

Police Sergeant

Police Captain