



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FONTANA  
AND  
FONTANA POLICE BENEFIT ASSOCIATION**

**COVERING THE PERIOD OF  
JULY 1, 2021 THROUGH JUNE 30, 2023**

## TABLE OF CONTENTS

ARTICLE I: RECOGNITION.....	1
ARTICLE II: ZIPPER CLAUSE .....	1
ARTICLE III: CITY PERSONNEL RULES .....	1
ARTICLE IV: NO DISCRIMINATION.....	2
ARTICLE V: DUES DEDUCTION.....	2
Section 1 - Dues Deduction Authorization .....	2
Section 2 - Non Pay Status.....	2
Section 3 - Transmittal of Dues.....	2
Section 4 - Hold Harmless .....	2
ARTICLE VI: WAGES .....	3
ARTICLE VII: WORKING HOURS AND WORK SCHEDULES.....	3
ARTICLE VIII: MERIT INCREASES .....	3
ARTICLE IX: PERSONAL LEAVE.....	4
Section 1 - Personal Leave Accrual .....	4
Section 2 - Leave Accrual Limits.....	4
Section 3 - Leave Cash Out.....	4
Section 4 - Negative Leave Usage.....	5
ARTICLE X: UNIFORMS AND EQUIPMENT .....	5
Section 1 - Uniform Allowance .....	5
Section 2 - Safety Equipment .....	6
ARTICLE XI: LONGEVITY PAY .....	6
ARTICLE XII: OVERTIME .....	7
ARTICLE XIII: COURT STAND BY AND COURT APPEARANCE COMPENSATION....	7
Section 1 - Court Stand By .....	7
Section 2 - Court Appearance.....	8
ARTICLE XIV: SHIFT DIFFERENTIAL PAY .....	8
ARTICLE XV: BILINGUAL PAY .....	8
ARTICLE XVI: HEALTH INSURANCE .....	8
Section 1 - Cafeteria Plan .....	8
Section 2 - Medical Insurance Benefits While on Leave .....	8
ARTICLE XVII: HOLIDAYS .....	9

Section 1 - Holidays Observed.....	9
Section 2 - Rules Applicable to Both Groups .....	10
Section 3 - Rules Applicable to Group A Classifications .....	10
Section 4 - Rules Applicable to Group B Classifications .....	11
ARTICLE XVIII: RETIREMENT BENEFITS.....	11
Section 1 - Participation .....	11
Section 2 - 1959 Survivor's Benefit .....	12
Section 3 - PERS Military Buy-Back .....	12
Section 4 - Health Insurance for Retired Employees .....	12
Section 5 - Retirement Health Savings Program Joint Labor/Management Committee .....	12
ARTICLE XIX: JURY DUTY .....	13
ARTICLE XX: CALL BACK PAY.....	13
ARTICLE XXI: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION .....	13
ARTICLE XXII: REGULAR PART-TIME EMPLOYEES.....	13
ARTICLE XXIII: COMPENSATION FOR ACTING APPOINTMENTS .....	14
ARTICLE XXIV: HEALTH AND SAFETY COMMITTEE .....	14
ARTICLE XXV: LAYOFFS.....	14
ARTICLE XXVI: ACCESS TO WORK LOCATIONS.....	15
ARTICLE XXVII: ONE TIME CASH PAYMENT.....	15
ARTICLE XXVIII: CALL OUT/STANDBY.....	15
ARTICLE XXIX: TRAINING PAY.....	16
ARTICLE XXX: RECRUITMENT BONUS .....	16
ARTICLE XXXI: WELLNESS .....	16
ARTICLE XXXII: SALARY SURVEY .....	17
ARTICLE XXXIII: SEVERABILITY .....	17
ARTICLE XXXIV: EMPLOYMENT-RELATED UPDATES .....	17
ARTICLE XXXV: EDUCATION EXPENSE.....	17
ARTICLE XXXVI: DIRECT DEPOSIT.....	17
ARTICLE XXXVII: DEFERRED COMPENSATION .....	17
ARTICLE XXXVIII: REVIEW OF PROPERTY CONTROL CLERK CLASSIFICATION .	18
APPENDIX A.....	iii

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF FONTANA AND  
POLICE BENEFIT ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into by the City of Fontana (hereinafter referred to as the "City") and the Fontana Police Benefit Association (hereinafter referred to as the "Association"). The terms and conditions of this MOU shall be applicable to all classifications set forth in Exhibit A commencing on July 1, 2021 and ending June 30, 2023.

The City and Association acknowledge that the City is working through the 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 (July 2021).

**ARTICLE I: RECOGNITION**

For purposes of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is hereby granted to the Fontana Police Benefit Association.

**ARTICLE II: ZIPPER CLAUSE**

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 III: CITY PERSONNEL RULES**

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 Personnel Rules and Regulations," and "Employer-Employee Rules and Regulations" as amended by City resolutions and Memorandum 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.

The City shall distribute copies and updates of the Personnel Rules and Regulations as follows:

PBA Representative - 2 copies

Those representatives in receipt of such copies and updates shall be responsible for their continued maintenance and updates.

#### **ARTICLE IV: NO DISCRIMINATION**

Neither the City nor the Association shall unlawfully discriminate, retaliate, or otherwise suffer violation of the California Fair Employment Act, Title VII of the Civil Rights Act, or any other applicable anti-discrimination law in any way against any City employee, Association member, or applicant. Likewise, neither the City nor Association shall discriminate or retaliate against any employee or member for any lawful act relating to their employment or Association membership.

#### **ARTICLE V: DUES DEDUCTION**

##### Section 1 - Dues Deduction Authorization

Members of the Police Benefit Association may authorize Association dues deduction 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 - Transmittal of Dues

Dues withheld by the City shall be transmitted to the Officer designated by the Association, in writing, at the address specified.

##### Section 4 - 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 VI: WAGES**

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.

## **ARTICLE VII: WORKING HOURS AND WORK SCHEDULES**

PBA bargaining unit members shall have a 4/10 or 12 hour work schedule. The Chief of Police may modify or change shift hours and days off upon fourteen (14) calendar days' notice to the affected employee. Changes in work schedules are intended to be of a permanent nature or for an extended period of time.

Employees scheduled to attend training on a day when they are scheduled to work a 10 hour shift will be required to work a full shift (i.e. employees scheduled to work a 10 hour shift will be required to work the full 10 hours). Reasonable travel time, determined by the Department, will be permitted within the required work period. Travel time shall be based on the distance from the Police Department to the training location or the length of travel to the location from which the employee must be housed on or near the training site. An employee who is scheduled for training of a day or longer may be placed on an alternate work schedule to accommodate the hours of training in order to maintain the employees' required 40 hours per week credit.

Employees on the 4/10 or 3/12 work schedule must have at least 8 hours off between shifts worked, except for emergency situations.

## **ARTICLE VIII: MERIT INCREASES**

Merit increases will be 5% increments beginning with A step and ending with E step.

## ARTICLE IX: PERSONAL LEAVE

### Section 1 - Personal Leave Accrual

The personal leave accrual rate as of July 1, 2017 shall be as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS ASSIGNED</u>	<u>PAY PERIOD ACCUMULATION</u>
Less than 2 Years	200.0 hours	7.69 hours
2 Years but less than 4 Years	211.2 hours	8.12 hours
4 Years but less than 6 Years	222.4 hours	8.55 hours
6 Years but less than 8 Years	233.6 hours	8.98 hours
8 Years but less than 10 Years	244.8 hours	9.42 hours
10 Years but less than 12 Years	256.0 hours	9.85 hours
12 Years but less than 14 Years	267.2 hours	10.28 hours
14 Years but less than 16 Years	278.4 hours	10.71 hours
16 Years but less than 18 Years	289.6 hours	11.14 hours
18 Years but less than 20 Years	306.0 hours	11.77 hours
20 Years +	312.0 hours	12.00 hours

### Section 2 - Leave Accrual Limits

PBA bargaining unit members agree to limit the number of personal leave hours which can be carried over from year to year to a maximum of two and one half (2.5) years personal leave accrual. The determination and application of the maximum accrual limit shall be made at the beginning of the pay period following July 1<sup>st</sup> (July 2021). Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager shall, upon written request, approve payouts of accrued leave time, which are in excess of the two- and one-half year ceiling and/or the 120 hour maximum, when such excess leave is the result of the employee's scheduled leave being denied or canceled because of City needs.

### Section 3 - Leave Cash Out

PBA bargaining unit members agree to limit the amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "leave plans" to a maximum of one-hundred and twenty (120) hours per calendar year. The requested cash out can be made at either or both dates below, via direct deposit, not to exceed the maximum amount listed in this Article per calendar year (July 2021):

#### Payment Dates

- On or before July 31<sup>st</sup>
- On or before the second Friday in December

Employees' 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.

Employees will no longer be required to submit irrevocable deferred compensation election forms prior to July 1. Instead, employees may elect to have future wages placed in deferred compensation upon completion and submission of the appropriate forms to payroll thirty (30) days prior to the requested implementation date. This option will be available throughout the term of this MOU.

#### Section 4 - Negative Leave Usage

PBA bargaining unit members agree to eliminate all negative leave usage. (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 X: UNIFORMS AND EQUIPMENT**

#### Section 1 - Uniform Allowance

Effective July 1, 2013 a uniform allowance in the amount of \$1,000 per year will be paid to **Field** Services Personnel in the following classifications: Community Services Officers, Police Evidence Technicians, and Animal Services Officers that are required to wear a uniform on a **daily** basis. All remaining employees required to wear a uniform, but not on a daily basis, will remain at a uniform allowance of \$700 per year. The uniform allowance will be paid in semi-annual increments of one-half (1/2) in October and April of each year.

A newly appointed employee in any one of the above classifications will receive their full uniform allowance at the end of the first pay period following appointment. If the employee leaves, either voluntarily or involuntarily, during their probationary period, the full uniform allowance that was provided will be deducted from their final pay check.

Once the employee completes the probationary period he/she will be assigned to the regularly scheduled uniform allowance payment dates in October and April.

The uniform allowance is intended for the purchase and maintenance of uniforms. The Police Department/City may request verification of annual uniform purchase or maintenance if abuse is reasonably suspected.

All members receiving a uniform allowance must be in compliance with the Police Department's existing policies and procedures or as directed.

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.



## Section 2 - Safety Equipment

The City will provide Community Services Officers, Police Evidence Technicians and Animal Services Officers with necessary safety equipment such as:

Rain coat	Chemical Spray Holder
Rain boots	Disinfectant
H/T Holder	Bullet Proof Vest
Black Basket Weave Sam Browne	Black Basket Weave Sam Browne
Belt w/ Keepers (July 2017)	Under Belt (July 2017)
*Taser Equipment (Animal Services Officers)	Forensic Vests (Evidence Technicians) (July 2017)

\*If the need for the Taser equipment changes or is found **not** to be in the best interest of the Police Department, the Chief of Police may remove the Taser from the safety equipment list. All ASO's must complete the required training prior to receiving a Taser.

### **ARTICLE XI: 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 Section B of this Article. Completed years of service will be calculated on a calendar year (January 1 through December 31). A member will be presumed to have completed a full year of service for purposes of this Article if the member's anniversary date (service year completion date) falls within the calendar year. For example, if the City intends to issue the longevity payment on December 1, a member completing 15 years of service on December 12 will be credited with 15 years of service for entitlement to the 15 year longevity payment on December 1. Unit employees shall receive longevity pay via direct deposit by electing one form of payment below:
- A bi-weekly basis, equal to the amount indicated in Section B (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.

Employee's longevity payments shall cease upon termination of employment. The unit employee may not change their payment option once they elect to receive it bi-weekly. Payment election must be submitted to the Human Resources Department on or before October 1st of each year to be effective the following calendar year. However, due to the delay of the contract ratification, Association members must submit their election to the Human Resources Department on or before November 1, 2021 to be effective in 2022. For all subsequent years, the October 1<sup>st</sup> deadline above will apply. If an election is not made by the deadlines indicated above, the unit employee will be subject to the bi-weekly payment.

B. Annual longevity payments will be made based on completion of the following applicable length of service in the following amounts:

10 years or more of continuous service =	\$1,750
15 years or more of continuous service =	\$2,250
20 years or more of continuous service =	\$2,750
25 years or more of continuous service =	\$3,250

C. Longevity payments shall be reported to PERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

## ARTICLE XII: OVERTIME

Overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) for all time **actually** worked in excess of forty (40) hours in a work week. There shall be no "pyramiding" of overtime (e.g., if an employee receives a minimum two hours call back pay at the overtime rate, and those hours worked also result in their working in excess of forty (40) hours in a work week, double overtime will not be paid). Beginning the first full pay period in July 2011 pre-approved/pre-scheduled leave and jury duty will be considered actual time worked for all association members. Absence due to, unscheduled leave shall **not** be regarded as time worked in calculating eligibility for overtime. Notwithstanding the aforementioned provision, personal leave, compensatory time off and holiday time (including floating holiday time) shall be counted as "hours worked" for purposes of overtime calculations in that work week. **No overtime will be recognized except with the prior approval of the Department Head, except as required by law.**

For purposes of overtime calculations for classifications represented by the Association that work in the Fontana Police Department's Communication Center, the workweek will end at the midpoint of the employee's scheduled shift on either Wednesday or Thursday of each week, depending on the employee's designated schedule.

## ARTICLE XIII: COURT STAND BY AND COURT APPEARANCE COMPENSATION

### Section 1 - Court Stand By

Employees who are placed in a "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 \$20.00 an hour, and is placed in an Standby status, such employee will be compensated at the rate of \$10.00 an hour).

## Section 2 - Court Appearance

In addition, the City shall provide to each PBA bargaining unit member who is required to attend court, outside of their 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 two (2) hours. For those members regularly assigned to the graveyard shift, compensation will be a minimum of three (3) hours.

### **ARTICLE XIV: SHIFT DIFFERENTIAL PAY**

All employees in the PBA bargaining unit are eligible to receive shift differential pay for hours actually worked as follows: (a) shift commencing at 1800 and concluding at 2300 shall receive a 2.5% differential pay; and (b) shifts commencing at 2301 and concluding at 0600 shall be paid at 5% differential pay.

### **ARTICLE XV: BILINGUAL PAY**

The City shall pay one hundred dollars (\$100.00) 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 XVI: HEALTH INSURANCE**

## Section 1 - Cafeteria Plan

Effective January 1, 2007 for employees paying out of pocket, the City will contribute to the City's Cafeteria Plan an amount equal to the cost of the Anthem Blue Cross HMO family rate with a \$15 co-pay and the high dental family rate. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The amount that employees may receive under the City's Cafeteria cash back option shall be limited to \$558.35 per month.

The PBA agrees to a limited re-opener solely on Article XVI Section 1 – Cafeteria Plan. The City is currently evaluating other options of healthcare providers. When the City receives this information, they will provide it to PBA to review and will meet and confer over this particular article (July 2021).

## Section 2 - 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 eighteen (18) months. These payments shall not exceed the employee's current cafeteria allotment for medical insurance only. Thereafter, the employee must pay for medical insurance. Employees on job related injury leave shall receive fully paid medical

insurance for the period of the injury. Employees at their option may continue coverage of other available insurance at their own expense.

## **ARTICLE XVII: HOLIDAYS**

### Section 1 - Holidays Observed

The following days shall be observed by the City as paid holidays:

New Year's Eve	Veterans Day
New Year's Day	Thanksgiving
Martin Luther King's Birthday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to these Holidays employees shall receive **(3) Floating Holidays**. The employee's holiday leave account shall receive 20 hours (for employees on 4/10 or 3/12 work schedule) or 18 hours (for employees on 9/80 work schedule) or 16 hours (for employees on 5/8 work schedule) on January 1 and will receive 10 hours or 9 hours or 8 hours credit (depending on work schedule) on November 1.

Floating holidays must be used within the fiscal year earned and may not be carried over from year to year. Floating holiday time not used by June 30<sup>th</sup> of each year will be forfeited by the employee.

There are two categories of employee classifications applicable to holidays:

Group A: Those who are off on holidays, and

Group B: Those employees who work holidays as part of their regular schedule.

#### Group A Classifications

Account Clerk I – Police

Account Clerk II – Police

Accounting Technician

Administrative Analyst I/Police

Administrative Analyst II/Police

Administrative Clerk I – Police

Administrative Clerk II – Police

Administrative Technician – Police

Crime Analyst I/II

Police Emergency Services Technician

Police Computer Forensics Technician

Police Maintenance Coordinator

Secretary-Police

Police Training Specialist

### Group B Classifications

Animal Services Officer  
Community Policing Technician  
Community Service Officer I  
Community Service Officer II  
Senior Community Service Officer  
Police Property Control Clerk  
Lead Property Control Clerk  
Police Evidence Technician  
Police Dispatcher I  
Police Dispatcher II  
Police Dispatch Call-Taker  
Police Records Specialist I  
Police Records Specialist II

### Section 2 - Rules Applicable to Both Groups

The holidays shall have the same hour equivalent as the employee's regular work schedule up to a maximum of ten (10) hours. Thus, an employee on a 5/8 schedule would receive eight (8) hours of holiday pay or time off or leave bank credit, and an employee on a 4/10 schedule would receive ten (10) hours of holiday pay or time off or leave bank credit, and an employee on a 12 hour schedule would receive ten (10) hours of holiday pay or time off or leave bank credit. In this manner, employees on a modified work schedule (such as 4/10) do not have to supplement observed holidays off with paid personal leave.

Floating holidays may be used with prior written approval (which will not be unreasonably withheld).

### Section 3 - Rules Applicable to Group A Classifications

Employees in this group receive holidays off. Holidays are considered as time having been worked. Holidays cannot be moved off the observance day for particular employees and days off cannot be adjusted to avoid payment of holiday time.

Should the observed holiday fall on a regular day off, the employee will be entitled to the same number of hours as their regular shift and said holiday will be observed the first scheduled work day, prior to or after the holiday as designated by the employee's supervisor.

Employees called back to work on a holiday shall receive call-back pay and overtime at the rate of time and one-half for all hours worked.

In order to be eligible for a paid holiday, the employee must be in a paid status, both the day before and the day after the holiday.

#### Section 4 - Rules Applicable to Group B Classifications

Group B employees do not observe (are not automatically off on) holidays and may be scheduled to work on observed holidays. Employees in Group B shall receive their regular pay for the actual hours worked on a holiday. In addition, such employees shall also receive an equivalent amount of pay or compensatory time off, at the employees' election, in lieu of holiday compensation. The pay or compensatory time will be paid as 5.38 hours per pay period over 26 pay periods (the equivalent of 14 holidays at the regular rate of pay for a ten (10) hour shift).

Employees requesting equivalent time off in lieu of pay or compensatory time shall submit their request in writing to the Police Chief on or before July 1 of each year. Such requests shall include the dates the employee desires to be off using holiday time and cannot exceed the equivalent of the pay or compensatory time the employee would normally receive. All requests are subject to the approval of the Police Chief.

The City agrees to approve all leave requests for Memorial Day, Independence Day (July 4th), Christmas Day, Thanksgiving Day, and New Year's Day made by Group B employees, so long as such requests are made in accordance with Department Policy.

### **ARTICLE XVIII: RETIREMENT BENEFITS**

#### Section 1 - Participation

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

##### **Tier I**

**Employees hired prior to July 1, 2011** will have the 2.5% @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest one-year salary.

Effective the first full pay period in July 2011 employees in this group (pre-7-1-11) will pay three (3%) percent of the Employees' portion of the CALPERS retirement system. The City shall pay the remaining employee contribution (5%); provided, however said payments shall not exceed the full employee portion of 8%. 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.

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

##### **Tier II**

**Employees hired on or after July 1, 2011** will have the 2.0% @ 55 PERS Plan for Local Miscellaneous 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 this group (post 7-1-11) will pay the full employee portion of the CALPERS retirement system.

### **Tier III**

**Employees hired on or after January 1, 2013**, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), all new miscellaneous members, will have a retirement formula based on 2.0% @ 62 Plan Full Formula for Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36 month average. An employee in Tier III will pay 50% of Normal Costs. The amount is approved by CalPERS each year and is subject to change.

### **Section 2 - 1959 Survivor's Benefit**

The City provides the Level 4 of the Level 1959 Survivor's Benefit for all employees enrolled in the PERS. The full cost of this benefit shall be borne by the City.

### **Section 3 - PERS Military Buy-Back**

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military as defined under PERS Regulation Section 21024, Statutes of 1976.

### **Section 4 - 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.

The City will reimburse eligible retirees for the cost of the standard "Part B" Medicare premium, which is \$134 per month in 2017, for those employees who elect such coverage. This amount is subject to change based on adjustments by the Federal government. This cost is automatically withdrawn from those employees' Social Security checks. Employees must supply the City with proof of payment of said coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

### **Section 5 - Retirement Health Savings Program Joint Labor/Management Committee**

The City and members of PBA agree to form a joint labor/management committee, no later than July 1, 2018, to research/establish a retirement health savings program. Upon mutual agreement, the program would require both City and employee contributions to a retirement health savings program. (July 2017)

### **ARTICLE XIX: JURY DUTY**

The City agrees that when an employee's scheduled shift is other than a day shift, the Department Head has the discretion, based on public and employee safety considerations, to reassign said employee to the day shift for the duration of the jury duty obligation. For purposes of this section, a day shift shall be defined as one beginning no earlier than 5:00 a.m. and ending no later than 10:00 p.m.

### **ARTICLE XX: CALL BACK PAY**

The City will pay a minimum two (2) hours wages for each time an employee is called back to work after his/her regular shift is completed and he/she has left his assigned work site, and on holidays an employee is scheduled off.

### **ARTICLE XXI: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION**

Upon mutual written agreement between the Chief of Police and the affected employee, 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 XXII: REGULAR PART-TIME EMPLOYEES**

The Association will represent those regular classified twelve (12) month part-time employees ("classified" refers to those classifications formally adopted by City Council and incorporated into the City's classification plan) who share a community of interest with the existing PBA bargaining unit (hereinafter "Regular/Classified Part-time Employees or RCP employees"). Such employees shall also be eligible for benefits and other terms and conditions of employment as set forth in this MOU, except as provided herein. The parties expressly agree that Regular Part-time Employees do not include: (a) seasonal or temporary employees; or (b) employees who are either supervisory, management or confidential.

Regular/Classified Part-Time (RCP) Employees shall be eligible for personal leave on a pro rata basis (assuming eighty (80) hours per pay period equals one hundred percent (100%) and shall be paid for City designated holidays only if the holidays occur on days which they are regularly scheduled to work. The value of the holiday will be based on employee's normal scheduled hours for that day. RCP Employees shall not be eligible for longevity pay, or certificate bonuses. Part-time employment shall not count towards length of service for seniority or layoff purposes. Effective July 2014 RCP employees will be included in the annual service award program. RCP employees are eligible for the Public Agency Retirement System (PARS) or upon reaching 1,000 hours in a fiscal year the California Public Employees Retirement System (CALPERS). Employees will pay applicable employee portions.

In addition, Regular Part-time Employees shall only be eligible for PERS retirement benefits if they exceed one thousand (1,000) hours worked per fiscal year.



Regular Part-time Employees shall be eligible to participate in a Cafeteria Plan designated by the City, and shall receive a contribution equal to fifty percent (50%) of the benefit provided to Regular Full-Time Employees. The benefits for this plan shall include medical insurance, dental insurance and life insurance. Employees who do not utilize the full dollar amount of the City's contribution in selecting benefits in the plan, shall receive the unused portion as "cash back."

To the extent that the parties have failed to list any other benefits contained in the MOU or the City's Personnel Rules and Regulations, it is their intent that such benefits and conditions would apply to Regular Part-time Employees on a pro-rata basis where such benefits are conditioned upon, or in any way related to hours worked or length of service.

### **ARTICLE XXIII: COMPENSATION FOR ACTING APPOINTMENTS**

Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that 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.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any floating 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 position, 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 XXIV: HEALTH AND SAFETY COMMITTEE**

A joint labor/management committee shall be established with equal Association and City representatives to discuss safety and health issues on a monthly or quarterly basis or as otherwise determined by the committee. The committee shall be comprised of an equal number of representatives from the Yard, City Hall and PBA units.

### **ARTICLE XXV: LAYOFFS**

The City agrees to consult with the Association after providing at least 14 calendar days' notice of any intent by the City to institute layoffs and/or furloughs which are applicable to this unit.

## **ARTICLE XXVI: ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Representatives of the Association to confer with City employees during working hours.

Therefore, Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall insure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Association's Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The City shall not unduly interfere with the Association's Representative access to work locations.

## **ARTICLE XXVII: ONE TIME CASH PAYMENT**

Effective November 20, 2021, each employee/classification in the PBA group shall receive a one-time signing bonus amount of \$1,083.32 (an overall average of 2.0% of the group's base salary) paid via direct deposit with the employee's normal paycheck.

## **ARTICLE XXVIII: CALL OUT/STANDBY**

The Animal Services Officer classification shall receive \$200 per week for all weeks that the position is required to be on standby duty. The Police Evidence Technician classification shall receive \$300 pay or eight (8) hours of compensatory time off (Association member's choice) for each week (prorated for any portion thereof) of standby duty. For the purposes of proration, a full week is considered 168 hours. Therefore, if an employee is not on standby for a certain period of time (calculated by hours within a day), they would receive a prorated portion of standby pay along with the employee that is covering their standby duty. For example, if an employee scheduled to be on standby from Thursday at 0700 through the following Thursday at 0659 but has requested to not

be on standby from Thursday at 0700 – Monday at 0659 (4 days or 96 hours), the employee would be paid a prorated portion of standby time, or for 72 hours. 72 hours out of the 168 hours (a full week), is equal to 0.43, multiplied by the employee's election. Converted to compensatory time, the prorated amount would be 3.44 hours (8 hours x 0.43). Converted to pay, the prorated amount would be \$129 (\$300 x 0.43). The similar formula would apply to the employee that is covering the standby duty but using 96 hours out of the 168 hours (a full week), which is equal to 0.57. Converted to compensatory time, the prorated amount would be 4.56 hours (8 hours x 0.57). Converted to pay, the prorated amount would be \$171 (\$300 x 0.57). (July 2021). The employees in the above classifications must be able to respond and provide emergency support within two hours of receiving a call.

Take Home Vehicle: Effective July 1, 2013 Animal Services Officers and Police Evidence Technicians who are on Call Out/Standby shall be provided a take-home vehicle. The vehicle may only be used for official City business. The Chief of Police or designee may rescind if the departments needs require the use of the vehicle. The storing of the vehicle and equipment contained in the vehicle must be in compliance with Police Department Policy.

#### **ARTICLE XXIX: TRAINING PAY**

Effective July 1, 2011, all Association members assigned a trainee (new Police Department employee or Dispatch sit-along) by the Chief of Police or his designee shall receive 5% special pay for actual time spent training. The trainer will be a non-probationary employee at the journey level (no one (I) level classifications will be assigned a trainee). Those assigned as a Trainer will be required to sign the Police Department's Special Assignment/Trainer Agreement. The City will not report compensation for Dispatch sit-alongs as special compensation to CalPERS.

#### **ARTICLE XXX: RECRUITMENT BONUS**

All Association members shall be eligible for a \$500 recruitment bonus for the recruitment and retention of new full-time Police Department Personnel. Said recruitment bonus shall be paid as follow: (1) \$250 at time of initial hire, (2) \$250 at successful completion of the probationary period. Employees assigned to the Personnel and Training Unit or a special recruitment event, are not eligible for this bonus. Employee must sign the initial application referral form to be eligible.

#### **ARTICLE XXXI: WELLNESS**

Effective July 1, 2013, the City shall allow all employees represented by the PBA use of the Miller Fitness Center and the Jesse Turner Health & Fitness Centers (**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 XXXII: SALARY SURVEY**

A “Benchmark” salary survey will be conducted six (6) months prior to the next negotiations process and concluded by March 31, 2021. The PBA representatives will be included in the discussions of the cities and the benchmark classifications that will be utilized in the survey. The final survey documents will be reviewed and discussed with the PBA representatives.

As a result of the 2017 Salary Survey, the City agrees to change the title of the Police Records Clerk I and II positions to Police Records Technician I and II, and conduct a review of the job description. Both of these items will be implemented by March 2018.

The City also agrees to conduct a job audit of the Animal Services Officer classification and implement a career ladder for this series as a result of the 2017 Salary Survey.

### **ARTICLE XXXIII: SEVERABILITY**

If any article or section of this MOU 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 shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

### **ARTICLE XXXIV: EMPLOYMENT-RELATED UPDATES**

During the term of the MOU, a joint labor/management committee (including PBA members) 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 XXXV: EDUCATION EXPENSE**

PBA members will continue to receive educational expense reimbursement as indicated in the Personnel Rules and Regulations, Rule XVI Section 4, as the Department budget allows.

### **ARTICLE XXXVI: DIRECT DEPOSIT**

Any and all payments outside of regular pay will be paid via direct deposit.

### **ARTICLE XXXVII: DEFERRED COMPENSATION**

Effective the beginning of the pay period following July 1, 2022, the City shall match employee contributions of up to \$200/month into a 457(b) account managed by one of the City’s 457(b) providers (July 2021).

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 XXXVIII: REVIEW OF PROPERTY CONTROL CLERK CLASSIFICATION**

The City agrees to study and apply the appropriate title to the Property Control Clerk classification and seek input from the PBA regarding our findings prior to implementation of any change.

Ratified by City Council: Tentative Agreement on September 14, 2021, Closed Session  
Official Ratification on November 9, 2021, Consent Calendar

**CITY OF FONTANA**

**POLICE BENEFIT ASSOCIATION**

---

Shannon Yauchzee  
Interim City Manager

---

Tiffany Moran  
PBA Representative

---

Rakesha L. Thomas  
Human Resources Director

---

Autumn Hubbard  
Sr. Community Services Officer

---

Fabiola Barrita  
Acting Management Services Director

---

Kelly Janusz  
Police Records Specialist II

---

Kimberly Clayton  
Human Resources Analyst

---

Lisa Young  
Police Evidence Technician

## **APPENDIX A**

Account Clerk I – Police  
Account Clerk II – Police  
Accounting Technician  
Administrative Analyst I – Police  
Administrative Analyst II – Police  
Administrative Clerk I – Police  
Administrative Clerk II – Police  
Administrative Technician – Police  
Animal Services Officer  
Community Policing Technician  
Community Service Officer I  
Community Service Officer II  
Crime Analyst I  
Crime Analyst II  
Lead Police Dispatcher  
Lead Property Control Clerk  
Police Computer Forensics Technician  
Police Dispatch Call Taker  
Police Dispatcher I  
Police Dispatcher II  
Police Evidence Technician  
Police Maintenance Coordinator  
Police Property Control Clerk  
Police Records Specialist I  
Police Records Specialist II  
Police Training Specialist  
Secretary – Police  
Senior Community Services Officer

**SIDE LETTER OF AGREEMENT BETWEEN  
CITY OF FONTANA**

**AND**

**FONTANA POLICE BENEFIT ASSOCIATION**

The City of Fontana (“City”) and the Fontana Police Benefit Association (“Association”) agree to modify the Memorandum of Understanding (“MOU”) set to expire on June 30, 2023 as follows:

**1. EXTENSION OF EFFECTIVE DATE**

The MOU shall be extended for a period of one (1) year, such that it will continue in full force and effect until June 30, 2024. Therefore, the opening statement of the MOU is hereby amended to provide as follows:

The terms and conditions of this MOU shall be applicable to all classifications set forth in Exhibit A commencing on **July 1, 2021 and ending June 30, 2024.**

**2. ARTICLE VI: WAGES is hereby amended.**

**Article IV is deleted and replaced with the following:**

Effective the beginning of the pay period following the date this Side Letter is approved by the City Council, each employee/classification represented by the Association group shall receive a 3.0% base salary increase.

Effective the beginning of the pay period following July 1, 2022, each employee/classification represented by the Association shall receive a 3.0% base salary increase.

Effective the beginning of the pay period following July 1, 2023, each employee/classification represented by the Association shall receive a 3.0% base salary increase.

**3. ARTICLE XXVII: ONE TIME CASH PAYMENT is hereby amended to provide as follows:**

Effective November 20, 2021, each employee/classification in the PBA group shall receive a one-time signing bonus in the amount of \$1,083.32 (an overall average of 2.0% of the group’s base salary) paid via direct deposit with the employee’s normal paycheck.

Effective the beginning of the pay period following the date this Side Letter is approved by the City Council, each employee/classification in the PBA group shall receive a supplemental one-time payment in the amount of \$644.00. (Calculated by taking 3.0% of the group’s average annual base salary minus the one-time payment that was paid out on

November 20, 2021.) paid via direct deposit with the employee's normal paycheck. It is important to note that this 2022 one-time payment will not be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

4. Except as modified above, the terms and conditions of the Agreement shall remain unchanged and in effect as provided therein.

**APPROVAL:**

**CITY OF FONTANA**

**FONTANA POLICE BENEFIT  
ASSOCIATION**



**SIDE LETTER OF AGREEMENT BETWEEN  
CITY OF FONTANA**

**AND**

**FONTANA POLICE BENEFIT ASSOCIATION**

The City of Fontana (“City”) and the Fontana Police Benefit Association (“Association”) agree to modify the Memorandum of Understanding (“MOU”) set to expire on June 30, 2024 as follows:

1. On the next business day following the approval of this Side Letter of Agreement by the Association, the City’s COVID-19 Vaccination Incentive Program, attached hereto as Exhibit A, will take effect.
2. Except as modified above, the terms and conditions of the MOU shall remain unchanged and in effect as provided therein.

**APPROVAL:**

**CITY OF FONTANA**

**FONTANA POLICE BENEFIT  
ASSOCIATION**