



CITY OF FONTANA

CONFIRMATION OF UNDERSTANDING

FOR

MANAGEMENT/CONFIDENTIAL EMPLOYEES

COVERING THE PERIOD OF

JULY 1, 2021 THROUGH JUNE 30, 2023

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**CONFIRMATION OF UNDERSTANDING
BETWEEN
CITY OF FONTANA
AND
MANAGEMENT/CONFIDENTIAL EMPLOYEES**

ARTICLE 1: PURPOSE

The purpose of this letter is to confirm our understanding regarding certain terms and conditions of employment for the City's Management/Confidential employee's in the form of a written Confirmation of Understanding (COU). In reaching this understanding, both the City and the Management/Confidential employees agree and recognize that neither the understanding or the discussion surrounding it should constitute or imply that the City has recognized or certified, these employees as an appropriate bargaining unit or the exclusive representative for the City's Management/Confidential employees. The City has chosen to allow the Management/Confidential employees to participate in Wage and Benefit discussions. The terms and conditions of this understanding shall be applicable to employees in those classifications set forth in Appendix A, commencing July 1, 2021 and ending June 30, 2023. No Modifications will be made to this COU without prior notice and meeting with representatives of this group to allow for full discussions regarding any proposed changes.

The City and Management/Confidential employees acknowledge that the City is working through the implementation of a new Human Resources & Payroll System ("System") during the term of this COU. 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 2: CITY PERSONNEL RULES AND REGULATIONS

It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies, practices and benefits, generally contained in the "City of Fontana Personnel Rules and Regulations and as amended by City resolutions and Confirmations of Understanding. Those rules, policies and benefits will continue in effect, except for those provisions modified by this COU, unless and until modified by written notification to the Management/Confidential employees from the City Manager or his designee, and enacted by the City Council, if necessary, in accordance with State laws, orders, regulations, official instructions or policies. In the case of changes, Management/Confidential employees shall be consulted with as soon as possible on the change.

The City shall distribute copies and updates of the Personnel Rules and Regulations to the Management/Confidential employee(s) identified as the individual(s) responsible for the receipt and maintenance of such information. The individual(s) identified for receipt

of such copies and updates shall be responsible for their continued maintenance and updates.

ARTICLE 3: WAGES

Effective the beginning of the pay period following July 1, 2022, each employee/classification represented by the group shall receive a 1.25% base salary increase.

For the purposes of compaction, effective July 1, 2023 the City will ensure that there is at least a one (1) percent difference between the wage increase for the Management/Confidential group and the negotiated wage increase for the Teamsters Local 1932, City Hall Unit, as outlined in their Memorandum of Understanding (MOU) Article 5 - Wages. To the extent that an increase to the Management/Confidential group wages is required to maintain the one (1) percent difference, such increase will be effective on the date outlined in the Teamsters Local 1932, City Hall Unit contract as outlined above. Alternatively, if the Teamsters Local 1932, City Hall Unit does not have a City Council approved contract as of July 1st, the wage increase for the Management/Confidential group will not be effective until the effective date of the Teamsters Local 1932, City Hall Unit contract, in which case the Management/Confidential group will not be entitled to receive retroactive payment for the period between July 1st and the date of the Teamsters Local 1932, City Hall Unit contract.

In the event that changes to salaries in groups other than the Management/Confidential group create significant compaction issues (i.e. a supervisor making less than 5% (E step to E step) above a subordinate, the City agrees to review and make necessary corrections to the specific Management/Confidential position(s) identified.

ARTICLE 4: PERSONAL LEAVE

Section A. Personal Leave Accrual

The personal leave accrual rate shall be as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS ASSIGNED</u>	<u>PAY PERIOD ACCUMULATION</u>
0 - 2 Years	224 Hours	8.615
2 - 4 Years	240 Hours	9.230
4 - 6 Years	256 Hours	9.846
6 - 8 Years	264 Hours	10.154
8 - 10 Years	272 Hours	10.462
10 - 14 Years	280 Hours	10.769
14 - 18 Years	296 Hours	11.385
18 + Years	312 Hours	12.000

Section B. Leave Accrual Limits

The number of personal leave hours which can be carried over from year to year will be limited to a maximum of two and one half (2.5) years personal leave accrual. Employees will cease to accrue personal leave time until they have reduced their personal leave balance below their ceiling. The City Manager, at his discretion, reserves the right to pay out an employee's accrued personal leave time which is in excess of the two and one half (2.5) year ceiling and/or the 120-hour maximum, when such payment has been determined to be in the best interest of the City.

Section C. Leave Cash Out

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 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 31st
- 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. (July 2017)

Section D. Negative Leave Usage

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

ARTICLE 5: BILINGUAL PAY

Effective June 24, 2017, 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 6: CAFETERIA PLAN

Effective January 1, 2015 all employees within the Management/Confidential group shall receive \$776.70 per month for the purchase of health and welfare benefits through the City 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 \$15.00 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 \$776.70 per month.

ARTICLE 7: CERTIFICATE PAY

Employees currently receiving Certificate Bonus Pay shall continue to receive it so long as the employee remains in the same classification and the certificate continues to be relevant to the employee's job duties and responsibilities. Certificate Bonus Pay shall be eliminated for other Management/Confidential employees.

ARTICLE 8: OVERTIME, ADMINISTRATIVE TIME AND COMPENSATORY TIME

Section A. Non-Exempt Employees.

1. Overtime

Non-exempt employees shall be compensated for overtime at the rate of time and one-half 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). Pre-approved/prescheduled leave, non-floating holiday time and jury duty will be considered actual time worked for all non-exempt members. Absence due to unscheduled leave shall **not** be regarded as time worked in calculating eligibility for overtime. **No overtime will be recognized except with the prior approval of the Department Head, except as required by law.**

For the purposes of overtime calculations for classifications represented by the Unit 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.

Non-Exempt Police Management/Confidential employees who are "ordered" to work overtime will have pre-approved/pre-scheduled vacation time, holiday time and jury duty be considered time worked for purposes of calculating overtime.

2. Compensatory Time Off

A non-exempt employee may not have accrued to their account at the end of any fiscal year more than eighty compensatory time off hours. The cash value of any hours in excess of eighty credited to the employee's account on June 30, of each

year, shall be paid at the salary rate in effect on June 30, and will be paid out in conjunction with the City's Leave Payout program.

Section B. Exempt Employees

Exempt employees (as designated by the City) shall receive sixty (60) 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, any time not taken off prior to June 30th shall be forfeited. All administrative days off must be approved in writing by the Department Head or their designee, prior to their being taken. Administrative time off will be treated the same as personal leave for scheduling and approval purposes. Exempt employees shall be subject to salary reductions only as permitted by the Fair Labor Standards Act and its implementing regulations.

ARTICLE 9: STAND-BY PAY

1. The Information Technology Department must maintain the City's computer system, including the Police computer systems, on a 24-hour basis. The Public Works and Engineering Departments have a routine and regular requirement for employees to respond to emergency situations in the field on a 24-hour basis. This requires staff to be placed on standby in order to be able to respond and provide emergency support within two hours of receiving a call.
2. In order to meet the needs of the City the following classifications shall be eligible for Standby Pay:
 - a) Information Technology: In order to meet the needs of the City (stated above), designated Information Technology positions, at the discretion of the Department Director, shall be eligible for standby pay. No single individual will be put on standby on a permanent basis; each group will have at least two individuals who will rotate standby responsibilities on a weekly basis, as assigned. When on standby status, the standby employee must respond to the work site within two hours, if the problem cannot be corrected via remote access.
 - b) Public Works: The Utilities & Streets Supervisor, Fleet Maintenance Supervisor and Parks & Landscape Supervisor shall rotate standby responsibilities on a weekly basis, as assigned. When on standby status, the standby employee must respond to the emergency within two hours.

- c) Engineering Department: Supervising Traffic Systems Specialist, Supervising Public Works Inspector. When on standby status, the standby employee must respond to the emergency within two hours.
 - d) The City may designate additional positions for standby as recommended by department director(s) and approved by the Human Resources Director to meet the service needs of the City.
3. Employees assigned to standby shall be compensated \$200 per week; classifications that are exempt from FLSA overtime regulations shall not receive overtime compensation for any time worked as a result of being on standby and responding to a call.

Court Stand By and Court Appearance Compensation

- 4. Court Stand By: Non-Exempt Police Management/Confidential 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 cope 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 a “Stand By” status, such employee will be compensated at the rate of \$10.00 an hour).
- 5. Court Appearance: Non-Exempt Police Management/Confidential employees assigned to the Police Department who are 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, will receive 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.

ARTICLE 10: 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 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 11: WORK SCHEDULE

It is not the intent of the City at this time to modify the 9/80, 4/10, or 12 hour work schedules. Should there be a need to change work schedules at a future date, employees will be provided with at least 14 calendar days prior notice.

ARTICLE 12: DISCIPLINE

Exempt employees shall be subject to suspensions in accordance with FLSA (Fair Labor Standards Act) regulations.

Police Management/Confidential employees upon mutual written agreement between the Chief of Police and the affected 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 13: HOLIDAYS

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

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

In addition to these Holidays employees shall receive (3) Floating Holidays

Section A. Compensation for Holidays

The holidays shall have the same hour equivalent as the employee's regular work schedule (8, 9, up to a maximum of ten (10) hours) for that day, in order that the affected employees no longer have to supplement observed holidays off with paid personal leave. However, the value of the day after Thanksgiving shall be 8 hours, unless an employee would normally work more than eight hours on that Friday (July 2013).

The employee's holiday leave account shall receive 20 hours of Floating Holidays (employees on 4/10 work schedule) or 18 hours (employees on 9/80 work schedule) on January 1, and will receive 10 hours or 9 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 of each year will be forfeited by the employee.

Exempt employees may, at the Department Head's discretion, be granted an additional administrative/floating holiday day off if they are required to work a designated City paid holiday. If a Police Management/Confidential employee is assigned to work a City Holiday due to supervisory needs, the employee will receive the value of the holiday in Floating Time. The value of the holiday will be based on the employees regular work schedule.

Employees whose positions are subject to regularly working holidays shall receive an additional amount of salary computed upon the employee's salary range and step at the time of payment, and will have the same hour equivalent as the employee's regular work schedule per month (10 hours per month for employees on a 4/10 or 3/12 work schedule or 9 hours per month for employees on a 9/80 work schedule, or 8 hours per month for employees on a 5/8 work schedule). Such employees shall be entitled to receive this additional amount of salary regardless of whether or not they actually were required to work the holiday.

Non-Exempt, Management/Confidential Police employees required to work holidays 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 at 5.38 hours per pay period over 26 pay periods (the equivalent of 14 holidays). Those employees electing Compensatory Time off in lieu of pay shall submit their written request to the Chief of Police. This written request must indicate approval of the Unit Supervisor/Manager and must be submitted prior to July 1 of each year. Upon approval, this election shall remain in effect until June 30th of the following year. The approval of such requests (compensatory time in lieu of pay) are at the complete discretion of the Police Department and may be denied based upon the needs of the department.

Section B. Eligibility for Holiday Pay

In order to be eligible for a paid holiday, employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

This requirement is not applicable for any paid holidays which occur during the City's winter holiday closure described below. Rather, to be eligible for pay on those holidays,

employees must be in a paid status both the day before and the day after the winter holiday closure.

Section C. Winter Holiday Closure

The City and Management/Confidential group mutually agree to the closure of the City for business during the winter holiday period (e.g. Christmas Eve through New Year's Day) as follows:

2021: December 23, 2021 through January 1, 2022
2022: December 22, 2022 through January 1, 2023

In conjunction with City paid holiday time, employees will be required to utilize their leave time (i.e. personal leave, compensatory time, floating holidays) to equal the remainder of their regular work schedule. Employees who have exhausted their leave time will be placed in a Leave Without Pay status. However, if all of an employee's leave time has been exhausted due to a catastrophic event, and leave without pay would result in an undue hardship, the City agrees to review such situations on an individual basis, and where possible, provide alternatives which may help mitigate their situation. Employees requesting such consideration must submit their request in writing to the Human Resources Director prior to December 15th of each year.

ARTICLE 14: LONGEVITY PAY

- A. Longevity pay shall be paid to all Management/Confidential employees who complete a minimum of ten (10) years of service based on the employee's anniversary date (date of initial hire into a regular full-time position) at the rates indicated in the subsequent sections of this Article:
- 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. Unit employees shall receive longevity pay via direct deposit by electing one form of payment below:

The unit employee may not change their payment option once they elect to receive it bi-weekly. For current unit employees (Management/Confidential employees prior to July 1, 2021) payment election must be submitted to the Human Resources Department on or before October 1st of each year to be effective the beginning of the pay period following January 1st of the following year. If an election is not made by the deadline indicated above, the unit employee will be subject to the bi-weekly payment indicated above. Any new Management/Confidential employees (on or after July 1, 2021) shall be subject to the bi-weekly payment.

Employee's longevity payments shall cease upon termination of employment.

- B. Management/Confidential employees who were hired prior to July 1, 1990, shall receive longevity pay in biweekly amounts. In an amount equal to the following applicable percentage of the employee's annual base salary upon the completion of the following length of service:

Such Longevity pay is based on years of service, commencing with ten (10) years, and is calculated as follows:

<u>Years of Service Completed</u>	<u>Longevity Payment</u>
10 years but less than 14 years	3.75% of base salary
14 years but less than 15 years	5.25% of base salary
15 years but less than 20 years	6.50% of base salary
20 years but less than 25 years	7.75% of base salary
25 years but less than 30 years	9.00% of base salary
30 years +	10.25% of base salary

- C. All unit employees hired on or after July 1, 1990 who are not eligible for longevity 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 or more of continuous service	\$2250
15 years or more of continuous service	\$2750
20 years or more of continuous service	\$3250
25 years or more of continuous service	\$3750

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

ARTICLE 15: RETIREMENT BENEFITS

Section A. 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% at 55 Plan Full Formula 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%); 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.

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 B. 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 cost to employees for this benefit will be \$2.00 per month.

Section C. 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.

Section D. Health Insurance for Retired Employees

Section 1 -- Pre July 1, 1990 Employees.

Management/Confidential employees hired prior to July 1, 1990, who retire (i.e., begin to draw from their PERS accounts) and have a minimum of ten (10) years of City service shall be eligible for City paid retiree health benefits. The City's contributions towards retiree medical insurance shall not exceed the actual costs for the employee or employee and spouse (if applicable), based upon the City Kaiser rate. Employees who retire (i.e., begin to draw from their PERS accounts) after 20 years of City service shall be entitled to receive City paid retiree dental insurance for the employee or the employee and spouse.

Section 2 -- Post July 1, 1990 Employees.

Employees who are ineligible for City-paid retiree health and/or dental insurance may elect upon retirement to continue medical and/or dental coverage of their own expense through the City's medical and dental plans.

Section -3 – Medicare

The City will reimburse eligible retirees for the cost of 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. The cost is automatically withdrawn from those employees' 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.

Section E. Retirement Health Savings Program Joint Labor/Management Committee

The City and members of the Management/Confidential group 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 16: DEFERRED COMENSATION

Effective the beginning of the pay period following March 1, 2022, the City shall match employee contributions of up to \$200/month into a defined deferred compensation account managed by one of the City's financial providers.

Effective the beginning of the pay period following July 1, 2022, the City shall match employee contributions of up to \$400/month into a defined deferred compensation account managed by one of the City's financial providers.

ARTICLE 17: PERFORMANCE EVALUATIONS

Performance Evaluations with an overall rating of less than competent are within the scope of the grievance procedure.

ARTICLE 18: MERIT INCREASES

The City shall utilize a five-step salary range with each step at 5% intervals.

ARTICLE 19: LAYOFFS

A. 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 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.

B. 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, reinstated employees will be entitled to the restoration of personal leave accrual rates they were eligible to receive prior to layoff.

ARTICLE 20: WELLNESS

The City shall allow all Management/Confidential employees use of the Miller and North Fontana 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. (July 2017)

ARTICLE 21: CALL BACK PAY

The City will pay a minimum of two (2) hours wages for each time a non-exempt employee is called back to work after his/her regular shift is completed and they have left their assigned work site.

ARTICLE 22: SHIFT DIFFERENTIAL PAY

Management/Confidential employees assigned to the Police Department, whose position

is regularly assigned to work shifts, are eligible to receive shift differential pay for hours actually worked as follows: (a) shift commencing at 1800 and concluding at 2300 shall receive 2.5% differential pay; and (b) shifts commencing at 2301 and concluding at 0600 shall be paid at 5% differential pay.

ARTICLE 23: JURY DUTY

The City agrees that when a Police Department 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 am and ending no later than 10:00 pm.

ARTICLE 24: UNIFORM ALLOWANCE

A uniform allowance in the amount of \$1,000 per year will be paid to the following classification(s): Supervising Animal Services Officer. 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 the above classification(s) will receive the appropriate uniform allowance at the end of the first pay period following appointment. If the employee leaves either voluntarily or involuntarily during the probationary period, the full uniform allowance that was provided will be deducted from their final pay check. Once the employee completes the probationary period they 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 City/Police Department may request verification of annual uniform purchase or maintenance if abuse is reasonably suspected. All classifications receiving a uniform allowance must be in compliance with the City/Police Department's existing policies and procedures in regard to uniforms and safety requirements.

ARTICLE 25: SALARY SURVEY

A "Benchmark" salary survey will commence six months prior to the expiration of the current contract (January 1, 2023). The group 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 group representatives and may be distributed to the members after finalization. Any future salary adjustments will be discussed as part the next negotiation process. (July 2017)

ARTICLE 26: EDUCATIONAL ACHIEVEMENT PAY

Beginning in September 2018, the City shall provide a one-time graduation stipend to non-probationary unit members as follows for possessing the corresponding, job-related degree, from an accredited college or university:

Bachelor's Degree: \$2,000
OR
Master's Degree: \$3,000*

*or \$1,000 upon attainment of a Master's Degree when the unit member has previously received the one-time graduation stipend for a Bachelor's Degree.

The City agrees that by September 30, 2018, the City will compensate all current unit members that hold job-related degrees, as indicated by the provisions outlined above, a one-time graduation stipend. Moving forward, educational achievement pay will be paid annually by September 30th of each year for those non-probationary unit members who obtain a degree, as outlined above, during the course of their employment with the City of Fontana. In order to be eligible to receive education pay in September, the degree must have been conferred to the unit member by August 1st of the same year. The unit will submit the appropriate documentation to the Human Resources Department in August of each year for those eligible members. In addition, beginning September 2018, unit members will no longer be eligible for the City's Educational Expense Reimbursement Program. (July 2017)

ARTICLE 27: EMPLOYMENT-RELATED UPDATES

During the term of the COU, 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. (July 2017)

ARTICLE 28: 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. (July 2017)

ARTICLE 29: DIRECT DEPOSIT

Any and all payments outside of regular pay will be paid via direct deposit, unless specified otherwise.

ARTICLE 30: ONE TIME CASH PAYMENT

Effective January 26, 2022, each employee/classification in the COU group shall receive a one-time cash payment in the amount of 3.0% of the employee's base salary paid via direct deposit.

Ratified by City Council: Tentative Agreement on December 14, 2021, Closed Session
Official Ratification on January 25, 2022, Consent Calendar

CITY OF FONTANA

MANAGEMENT/CONFIDENTIAL GROUP

APPENDIX “A”

Accounting Manager
Administrative Analyst II (Pos. #772 & #14)
Administrative Secretary
(IT) Application Programmer/Developer
Assistant Building Official
Assistant Internal Auditor
Budget Manager
Building Official
(IT) Business Analyst II
Communications & Marketing Manger
Community Improvement Program Mgr.
Community Services Manager
Community Services Supervisor
(IT) Database Administrator
Development Services Supervisor
Economic Development Analyst
Economic Development Manager
Engineering Manager
Environmental Control Supervisor
Executive Secretary to City Manager
Facilities Maintenance Supervisor
Finance Manager
Fleet Supervisor
(IT) GIS Administrator
Housing Development Manager
Human Resources Analyst
Human Resources Clerk
Human Resources Specialist
Human Resources Technician
(IT) Information Technology Manager

Management Analyst
(IT) Network /Security Administrator
Park Development Coordinator
Parks & Landscape Supervisor
Payroll Clerk
Payroll Coordinator
Payroll Technician
Planning Manager
Police Administrative Support Services Manager
Police Communications Supervisor
Police Dispatch Shift Supervisor
Police Records Supervisor
Police Supervising Property Control Clerk
Police Support Services Supervisor
Principal Civil Engineer
Public Information Coordinator
Public Works Inspection Supervisor
Public Works Manager
Purchasing Specialist
Purchasing Supervisor
Real Property Analyst
Records Coordinator
Resources Budget Officer
Senior Accountant
Senior Administrative Aide (Pos. #24043)
Senior Administrative Analyst
Senior Administrative Secretary
(IT) Senior Business Analyst
Senior Civil Engineer
Senior Civil Land Surveyor
Senior Engineer

Senior Human Resources Analyst
Senior Internal Auditor
Senior Planner
Senior Traffic Engineer
(IT) Software Development Supervisor
Strategic Transportation Engineering Manager
Supervising Accountant
Supervising Animal Services Officer
Supervising Building Inspector
Supervising Code Enforcement Inspector
Supervising Plans Examiner
Supervising Real Property Agent
Supervising Technical Engineer
Supervising Traffic Systems Specialist
(IT) Support Supervisor
(IT) Systems Administrator
(IT) Systems/Network Specialist
Transportation Engineering Manager
Utilities & Streets Supervisor

SIDE LETTER OF AGREEMENT BETWEEN

CITY OF FONTANA

AND

MANAGEMENT/CONFIDENTIAL EMPLOYEES

The City of Fontana (“City”) and the City’s Management/Confidential employees (“Employees”) agree to modify the Confirmation of Understanding (“COU”) set to expire on June 30, 2023 as follows:

1. **ARTICLE 1: PURPOSE, is hereby amended to provide an EXTENSION OF EFFECTIVE DATE:**

The COU 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 statement in Article 1 as to the effective date of the COU is hereby amended to provide as follows:

The terms and conditions of this understanding shall be applicable to employees in those classifications set forth in Appendix A, commencing **July 1, 2021 and ending June 30, 2024.**

2. **ARTICLE 3: WAGES, is hereby amended in so far as BASE SALARY INCREASES.**

Paragraph 1 of Article 3 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 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 group 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 group shall receive a 3.0% base salary increase.

The remaining paragraphs of Article 3 shall remain unchanged.

4. **NEW ARTICLE 31: VEHICLE ELECTRONIC TRACKING TECHNOLOGY is hereby added to the Agreement as follows:**

The City will meet and confer with the Association to review technology and take input from the Association on implementation.

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

APPROVAL:

CITY OF FONTANA

**MANAGEMENT/CONFIDENTIAL
EMPLOYEES**