



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF FONTANA

AND THE

FONTANA POLICE OFFICERS' ASSOCIATION (FPOA)

FOR THE PERIOD OF

JULY 1, 2022 THROUGH JUNE 30, 2025

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
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AND THE
FONTANA POLICE OFFICERS' ASSOCIATION (FPOA)**

This Memorandum of Understanding (“Agreement”) is entered into by the City of Fontana (hereinafter referred to as the “City”) and the Fontana Police Officer’s Association (hereinafter referred to as the “Association”). The terms and conditions of this Agreement shall be applicable to all classifications set forth in Appendix A commencing **July 1, 2022 and ending June 30, 2025.**

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 1: 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 Association for the job classifications of Police Officer Trainee, Police Officer, and Police Corporal.

ARTICLE 2: 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 Personnel Rules and Regulations,” and “City of Fontana Employer-Employee Resolution” as amended thereafter 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 Agreement, 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 3: ZIPPER CLAUSE

The parties acknowledge that during the meet and confer sessions which resulted in this Agreement 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 Agreement.

Therefore, the City and the Association, for the life of this Agreement, 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 Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, 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 Agreement.

ARTICLE 4: DUES DEDUCTIONS

Section 1 - Dues Deduction Authorization

Members of the Fontana Police Officers' 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 will remain effective unless or until the Association notifies the City of a withdrawal of membership or the member otherwise terminates employment or transfers outside of the represented unit. The Association shall indemnify the City as to all representations relied upon relating to membership or withdrawal of the same.

Section 2 - Non-Pay Status

If an Association member is in a non-pay status, the Association member'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 Association member who is in a non-pay status during only 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 5: WAGES

Section 1 - Wages

A. Effective July 30, 2022, each Association member in a classification represented by the Association shall receive a 3.0% base salary increase. In addition, effective July 30, 2022, each Association member holding the classification of Police Officer or higher

as of July 1, 2022, shall receive a one-time retention bonus in the amount of \$4,000.00 paid via direct deposit with the employee's normal paycheck. The 2022 one-time payment will not be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

B. Effective the beginning of the pay period following July 1, 2023, each Association member in a classification represented by the Association shall receive a 3.0% base salary increase. In addition, effective the beginning of the pay period following July 1, 2023, each Association member holding the classification of Police Officer or higher as of July 1, 2022, shall receive an additional one-time retention bonus in the amount of \$4,000.00 paid via direct deposit with the employee's normal paycheck. The 2023 one-time payment will not be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

C. Effective the beginning of the pay period following July 1, 2024, each Association member in a classification represented by the Association shall receive a 3.0% base salary increase.

D. The Association and the City have agreed to use the following survey cities when conducting a "Benchmark" salary survey: Chino, Corona, County of San Bernardino, Ontario, Pomona, Riverside, San Bernardino, and Upland. The "Benchmark" survey will measure the base wages, for the classification of Police Officer. The classification of Police Officer II will be utilized for the survey City of Corona. The final survey documents will be reviewed and discussed with the POA representatives.

E. Beginning July 1, 2008, the City will guarantee a 10% salary differential between top step Officer w/ Advanced Certificate and Top step Corporal w/ Advanced Certificate. Effective the beginning of the pay period following July 1, 2020, the guaranteed salary differential will be increased to a total of twelve percent (12%). Effective the beginning of the pay period following July 1, 2021, the guaranteed salary differential will be increased to a total of fourteen percent (14%).

Association members occupying the sub-classifications of Police Officer, Police Officer w/ Intermediate Certificate, Police Officer w/ Advanced Certificate, Corporal w/ Intermediate Certificate and Corporal w/ Advanced Certificate as of December 17, 1996, shall receive as supplemental bonuses that are treated for payroll reporting purposes as longevity bonuses the following percentage differentials over and above base salary so long as they occupy their current classification, provided that Association members occupying the sub-classifications of Police Officer and Police Officer w/ Intermediate Certificate shall not be entitled to those bonuses until they have earned the right to an Advanced P.O.S.T. Certificate. For purposes of this provision, the sub-classifications of Police Officer, Police Officer w/ Intermediate Certificate and Police Officer w/ Advanced Certificate shall be regarded as the same classification and the sub-classifications of Corporal w/ Intermediate Certificate and Corporal w/ Advanced Certificate shall be the same classification. In other words, an individual currently serving in the Police Officer w/ Advanced Certificate sub-classification shall maintain this differential until such time

as he or she is promoted to the classification of Corporal, the classification of Sergeant or any other higher paying classification; likewise, an individual currently serving in the sub-classification of Corporal w/ Intermediate or Corporal w/ Advanced Certificate shall continue to receive this differential until such time as he or she is promoted to the classification of Sergeant or any other higher paying classification. The differential shall be as follows:

<u>POSITION</u>	<u>PERCENTAGE DIFFERENTIAL</u>
Police Officer w/ Advanced Certificate	.32%
Corporal w/ Intermediate Certificate	.40%
Corporal w/ Advanced Certificate	.67%

Section 2 - Uniformed Corporal Administrative Compensation

Effective the beginning of the pay period containing July 1, 2016 (Payroll 14), the City will provide all uniformed Corporals assigned to the Patrol Unit two (2) hours of pay or comp-time per pay period. This time is to be used to prepare for their shift and to complete all necessary administrative duties. (July 2016)

ARTICLE 6: WORKING HOURS

Association members assigned to the Patrol Unit will be placed on a “3/12.5 + 10” work schedule. This 3/12.5 + 10 work plan will be based on a 28-day work cycle and will consist of: three weeks of 3 consecutive 12.5-hour days; and one week of three consecutive 12.5-hour days plus one 10-hour workday. The Police Department will attempt to fix the 10-hour payback day for the duration of the shift assignment. This work schedule will work out to an average of a 40-hour workweek over the 28-day work cycle. Those Association members who are not assigned to the Patrol Unit shall be placed on a four day per week, 10 hours per day work schedule (4/10).

Association members on a modified work schedule (i.e., non 5-day week/8 hour per day schedule) must have at least 8 hours off between scheduled shifts.

The Chief of Police may revert back to a 5/8 or other scheduling plan when, in his opinion, it is in the best interest of the Department. Such change will occur after two weeks' notice is given, and after meeting and conferring with the Police Officers' Association.

Association members scheduled to attend training on a day when they are scheduled to work a 12.5-hour shift will be required to work a full shift (i.e., Association members scheduled to work a 12.5-hour shift will be required to work the full 12.5 hours; and Association members 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 Association member must be housed on or near the training site. An Association

member 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 Association member's regular hours within a 28-day cycle.

ARTICLE 7: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, LEAVE CASH OUT, NEGATIVE LEAVE USAGE and LEAVE DONATION

Section 1 - Personal Leave Accrual

Effective July 1, 2002, the personal leave accrual rates for Association members shall be as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS ASSIGNED</u>	<u>PAY PERIOD ACCUMULATION</u>
Less than 2 Years	200 hours	7.69 hours
2 Years but less than 4 Years	208 hours	8.00 hours
4 Years but less than 6 Years	216 hours	8.31 hours
6 Years but less than 8 Years	224 hours	8.62 hours
8 Years but less than 10 Years	232 hours	8.92 hours
10 Years but less than 14 Years	250 hours	9.62 hours
14 Years but less than 18 Years	276 hours	10.62 hours
18 Years but less than 20 Years	292 hours	11.23 hours
20 Years +	312 hours	12.00 hours

Section 2 - Leave Accrual Limits

Effective July 1, 2019, Association members agree to limit the number of personal leave hours which can be carried over from year to year to a maximum of three (3) times the Association member's annual personal leave accrual. Association members will cease to accrue personal leave time until they have reduced their personal leave below their ceiling.

Effective the beginning of the pay period following January 1, 2024, Association members agree that the total number of personal leave hours which can be accrued in their leave bank at any given time is a maximum of three (3) times the Association member's annual personal leave accrual. The application of the maximum accrual limit will be made on a pay period by pay period basis. Once the maximum accrual limit is met, Association members will cease to accrue personal leave time until the next pay period in which they have reduced their personal leave below their accrual limit.

The City Manager shall, upon written request, approve payoffs of accrued leave time, which are in excess of the three (3) year ceiling and/or the current maximum, when such excess leave is the result of the Association member's scheduled leave being denied or cancelled because of City needs.

Section 3 - Leave Cash Out

For the period of July 1, 2022 through December 31, 2022, Association members may elect to cash out or defer one-hundred (100) hours of leave time (personal leave, compensatory time, or a combination of both). Payment will be made on or before the second Friday in December.

Effective January 1, 2023, Association members agree to limit the maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out or deferred under the City's "leave plans" to a maximum of one-hundred (100) 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 2022):

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.

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. If the above goals are determined to have been met, the maximum amount of leave time (personal leave, compensatory time or a combination of both), which can be cashed out will increase to one hundred and forty (140) hours, providing additional general funds are available.

Section 4 - Negative Leave Usage

Effective June 24, 1995, Association members agree to eliminate all negative leave usage. (Association members may only use time already accrued). The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances and with the Association member providing a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the Association member's final paycheck.

Section 5 - Payment Upon Separation

Unused personal leave shall be paid to Association members upon separation from City employment.

Section 6 - Leave Donation

The City agrees to review the Catastrophic Leave Program with the Association during the term of this agreement.

ARTICLE 8: UNIFORMS AND EQUIPMENT

Section 1 - Uniform Allowance

A uniform allowance in the amount of \$48.08 per pay period (approximately \$1,250 per year) will be paid to all Association members. The uniform allowance is intended for the purchase and maintenance of uniforms. (Bi-weekly payments beginning July 2022)

If an Association member leaves either voluntarily or involuntarily during their probationary period, the full uniform allowance that was provided must be paid back to the City. Once an Association member holding the classification of Police Officer Trainee is advanced to the classification of Police Officer, they will be assigned to the regularly scheduled uniform allowance. In addition, the City will compensate any eligible Association member for the repair or replacement of clothing or equipment damaged or destroyed in direct consequence of the discharge of their duties in accordance with State Labor Code Section 2802.

Police Officer Trainees shall not receive the uniform allowance.

Section 2 - 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. Nightstick | 10. Disinfectant |

Police Officer Trainees shall not receive the bulletproof vest.

Section 3 - Bulletproof Vest Replacement

Effective July 1, 2008, the City shall provide up to a \$700 credit to Association members with bulletproof vests over 5 years old, for a maximum of 20% of the Association members per fiscal year, replacing older vests first. Vests shall be replaced annually on or about the month of September.

Section 4 - Safety Equipment for Motor Officers

The City shall provide: wool motor pants, helmets, eyewear, boots, and gloves.

Section 5 - Safety Equipment for Patrol Vehicles

The City shall provide a box of latex gloves and an ambu bag in each service patrol vehicle.

ARTICLE 9: LONGEVITY PAY

1. Association members who were hired prior to July 1, 1990 shall continue to receive longevity pay in the form of a one-time per year payment, payable in December, based upon the completion of the following length of service:

<u>YEARS OF SERVICE COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
10 Years but less than 15 Years	2.00%
15 Years but less than 20 Years	3.25%
20 Years but less than 25 Years	4.50%
25 Years +	6.00%

2. Association members who were hired prior to June 24, 1995 shall receive an additional supplemental longevity pay bonus (which shall be pro-rated for any partial years) over and above those prescribed herein, as follows:

<u>LENGTH OF SERVICE</u>	<u>SUPPLEMENTAL LONGEVITY BONUS</u>
10 Years but less than 20 Years	1.5%
20 Years +	2.6%

3. Effective July 1, 2008, Association members hired after July 1, 1990 will receive an annual payment, within the first two weeks of December, based on years of service in the following amounts:

5 Years but less than 10 Years of continuous service:	\$1,000
10 Years but less than 15 Years of continuous service:	\$2,500
15 Years but less than 20 Years of continuous service:	\$3,000
20 Years but less than 25 Years of continuous service:	\$3,500
25 Years or more of continuous service:	\$4,000

(5-10 Year Tier and Increase to Other Tiers, 2022)

ARTICLE 10: MERIT INCREASES

Merit increases will be 5% between each step. The salary table shall consist of a five-step salary range with each step at 5% intervals.

ARTICLE 11: OVERTIME COMPENSATION

All time worked, or regarded as having been worked because the Association member was on an authorized leave of absence in excess of their regularly scheduled 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 Association member's regular rate of pay.

All Police Officers 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.

Unused comp time shall be paid to Association members upon separation from City employment.

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.

ARTICLE 12: COURT STAND-BY AND COURT APPEARANCE COMPENSATION

Section 1 - Court Stand-by

Association members 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 Association member's straight time compensation (e.g., if an Association member is earning \$20 an hour, and is placed in a Stand-by status, such Association member will be compensated at the rate of \$10 an hour).

Section 2 - Court Appearance

The City shall provide to each Association 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 Association member's option for time spent in attendance, with a minimum compensation payment of three (3) hours. Association members whose normal shift ends between 0230 hours and 0700 hours shall receive a minimum compensation of five (5) hours. (July 2016)

Section 3 - Admin Per Se Telephone Hearings

When an Association member is required to participate in an Admin Per Se telephone hearing(s) through the California Department of Motor Vehicles outside of their normal

shift, they shall be compensated for a minimum of one (1) hour which shall be considered as time worked in calculating eligibility for overtime.

ARTICLE 13: ON-CALL PAY

The weekly compensation paid to all members of the Association assigned to “on-call” status by the Chief of Police, or his designee, shall be ten (10) hours of straight time pay or compensatory time off (Association member’s choice) for each week (prorated for any portion thereof) of on-call duty.

ARTICLE 14: TAKE HOME VEHICLES

Section 1 - Investigations Unit

Unit members assigned to investigations shall be given a take-home vehicle. Said vehicle may only be used for official business and in accordance with the Police Department’s General Orders.

If Department needs require the use of unmarked vehicles for a Police Operation the cars assigned to unit members in investigations may be utilized for the duration of the operation. This will, therefore, impact the members’ ability to take their unit home. Advanced notice will be provided if this should occur.

Section 2 - Motor Officers

Motor Officers shall be given authorization to take home their assigned motorcycle. Said motorcycle may only be used for official business and in accordance with the Police Department’s General Orders.

ARTICLE 15: FIELD TRAINING OFFICERS (FTOs) SPECIAL COMPENSATION

Association members designated as FTOs, in the assignments of Patrol and Traffic, shall be compensated fifteen (15) hours at straight time per month, as pay or compensatory time off at the Association member’s option, which shall not be considered as hours worked for purposes of overtime calculation. Those Association members designated as FTOs that are in special assignments shall retain their FTO status and will be eligible for compensation upon assignment to Patrol or Traffic.

Members initially assigned as an FTO shall serve a twelve-month probationary period and may be removed from the FTO program without right of appeal during that period.

Effective July 1, 2005, all non-probationary FTOs will be granted a one-year assignment in the FTO position and will be evaluated annually thereafter. Renewal of the FTO assignment will be based on the recommendation of the supervisor and approval of the Chief.

If, after the annual evaluation, a non-probationary FTO is not renewed to continue service as an FTO, he/she shall not have any right of appeal. A non-probationary FTO may only be removed in between evaluation periods by utilizing the existing disciplinary process as used for demotions.

ARTICLE 16: K-9 UNIT COMPENSATION

Association members assigned to the K-9 unit shall receive twelve (12) hours at straight time per month, as pay or compensatory time off at the Association member's option, for the care and maintenance of the canine. This will be paid at a frequency of two times a month, six hours per payout. For those months in which members receive three paychecks, the third paycheck for the month will not receive K-9 compensation pay. This time shall not be considered as hours worked for the purposes of overtime calculation.

(July 2016, amended July 2022)

ARTICLE 17: FLIGHT TIME PREMIUM PAY

Effective July 30, 2022, Association members assigned to the Air Support Unit as co-pilot or crew on work related air missions shall receive a maximum of ninety-six (96) hours at straight time per year, as pay or compensatory time off at the Association member's option. When elected as pay, this will be paid and earned at a frequency of two times a month, four hours per payout. For those months in which members receive three paychecks, the third paycheck for the month will not receive Flight Time Premium Pay. This time shall not be considered as hours worked for the purposes of overtime calculation. (July 2022)

ARTICLE 18: SHIFT ASSIGNMENT AND DIFFERENTIAL

Section 1 – Shift Assignment

Shift assignments shall be made on a seniority basis, except that special assignments (including probationary officer positions) shall continue to be granted and or assigned at the discretion of the Chief of Police.

Section 2 – Shift Differential

All Association members are eligible to receive shift differential pay for hours actually worked as follows; (a) 1800 to 2300 shall receive 2.5% differential pay; and (b) 2301 to 0600 shall be paid 5% differential pay.

ARTICLE 19: BILINGUAL DIFFERENTIAL

Effective June 25, 2016, the City shall pay one hundred dollars (\$100) per pay period for those Association members who are assigned by the Chief of Police to assist with providing translation to and from a foreign language and other related services. Eligible Association members will be required to pass a test which shall be administered by a

qualified employee selected by mutual agreement of the Chief of Police and the Association.

ARTICLE 20: EDUCATIONAL ACHIEVEMENT PAY

Beginning in September 2017, the City shall compensate eligible Association members as follows for possessing the corresponding degree from an accredited college or university:

Bachelor's Degree: \$2,000

OR

Master's Degree: \$3,000

Eligible Association members will only receive compensation for the highest degree conferred (i.e., a member with a Bachelor's and Master's Degree would receive \$3,000). Educational pay will be paid annually by September 30th of each year. In order to be eligible to receive education pay in September, the degree must have been conferred to the Association member by August 1st of the same year. The Association will submit the appropriate documentation to the Human Resources Department in August of each year for those eligible members. Association members within the Police Officer Trainee classification are **not** eligible for this pay.

In addition, beginning September 2017, Association members will no longer be eligible for the City Education Reimbursement Program. (July 2016)

ARTICLE 21: HEALTH INSURANCE

Section 1 - Cafeteria Plan

Beginning January 2009 for Association members paying out of pocket, the City will contribute to the City's Cafeteria Plan an amount up to the cost of the Blue Shield HMO family rate with a \$15 co-pay, the high dental family rate, family rate vision plan and life insurance premium. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The City will provide Association members the cash back option of \$601.

Section 2 - Medical Insurance Benefits While on Leave

Association members 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 not exceed the amount of the monthly cafeteria allotment. Thereafter, the Association member must pay for medical insurance. Association members 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. Association members at their option may continue coverage of other available insurance at their own expense.

Section 3 - LTD , STD and LIFE INSURANCE

Effective January 1, 2009 City shall increase the Life insurance benefit to \$100,000. The Association may recommend and request the City offer specific life insurance plans to Association members. The Association may make any recommendation and request at least twelve (12) months prior to any such change. This recommendation will require the City to conduct a market analysis survey. Upon receiving results of the market analysis survey, the City will meet and confer prior to implementation based on the Association's recommendation. The parties acknowledge that any change would become effective as of January 1st of the following year.

The Long-Term and Short-Term Disability insurance shall be removed from the cafeteria plan. The Association members shall pay the premiums for any elected disability insurance by payroll deduction. The Association will select the disability insurance plans to be offered to their members. The City will administer said plans, which will require 100% participation by Association.

ARTICLE 22: HOLIDAY COMPENSATION

Association members shall work all holidays when so directed or assigned and shall be paid an additional amount of salary computed upon the range and step in which such Association member is presently employed at a rate of five (5.38) hours per pay period for an accumulative total of fourteen (14) paid holidays. Association members may request equal time off in lieu of payment. If equal time off is requested, it shall be submitted in writing before July 1st of each year and is subject to approval by the Chief of Police. Association members with holidays off must utilize enough personal leave with each holiday taken off duty to equal the normally scheduled work hours for that day.

ARTICLE 23: DEFERRED COMPENSATION

Effective July 30, 2022 the City shall match employee contributions of up to \$350/month into a 457(b)-account managed by the City's 457(b) provider.

Effective the beginning of the pay period following July 1, 2023, the City match amount described in the preceding paragraph will increase to \$400/month.

ARTICLE 24: RETIREMENT BENEFITS

Section 1 - 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.

For all Members that were hired prior to July 1, 2011 but who did not become Safety Members until on or after July 1, 2011 and, therefore, participate in the 3.0% @ 55 Plan Full Formula for Safety Members, the City shall pay up to one hundred percent (100%) of the required retirement contributions. Said payments shall not exceed 9.0% 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 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 on 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.

Police Officer Trainees shall participate in the City PERS program for "Miscellaneous" employees until advancement to a Sworn Police Officer.

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.

A. 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. Notwithstanding for foregoing, the City will also report as compensation for retirement purposes the Employer Paid Member Contribution of 9.0% for any Tier II Members that were hired prior to July 1, 2011 but who became Safety Members on or after July 1, 2011.

B. 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 Corporal and Police Officer 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.

Effective December 27, 2014, Tier II (as defined above), Classic, Safety Members that were hired prior to July 1, 2011 but who became Safety Members on or after July 1, 2011, will contribute three percent (3%) towards the City's Employer CalPERS costs. Such contributions shall be tax deferred.

Section 2 - 1959 Survivor's Benefit

The City provides the option of the 1959, Level 4, Survivor's Benefit for all employees enrolled in PERS.

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.

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.

Only employees hired prior to June 30, 1990 who retire after ten 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 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. At the present time, the prescribed monthly contribution for medical insurance is the amount of the premium applicable to coverage for an employee and spouse under "City-Kaiser" Plan. 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 situation, the City will reimburse eligible retirees for the cost of the standard "Part B" Medicare premium, which is \$135.50 in 2019, 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 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.

Section 5 – Retiree Medical Trust Fund

All members of the Association hired after June 30, 1990 will receive a monthly payment into a Retiree Medical Trust Fund. Effective July 30, 2022, the City's monthly contribution amount will be \$425 per member. Furthermore, any and all changes to the Retiree Medical Trust Fund contribution amount shall be agreed upon between the City, FPOA and the Fontana Police Management Association.

The Retiree Medical Trust will be selected, established and maintained by the Association and must meet IRS guidelines. The Medical Trust Fund shall not be administered by the City, and the Association and its members shall release the City from liability and agree to indemnify the City from any claims resulting from the administration of the Medical Trust Fund.

ARTICLE 25: CALL BACK

The City shall provide to each sworn police Association member 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 Association member's regular rate.

ARTICLE 26: PERFORMANCE EVALUATIONS

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

ARTICLE 27: LAYOFFS

Section 1 - Administration of Layoffs

Layoff for Association members 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 Association members. The City agrees to consult with the Association after providing one weeks' notice of any intent by the City to institute layoffs and/or furloughs which are applicable to this Association. The purpose of these meetings shall be to explore alternatives to layoffs and/or furloughs.

Section 2 - Full-time Temporary Employment Following Layoff

Qualified Association members who are subject to layoff (laid off Association members) may fill positions where there is another Association member 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 Association member returns, or the position is filled on a non-temporary basis. The laid off Association member 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 Association members shall receive the salary and health and welfare benefits of the classification in which they are serving. If the laid off Association member 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 Association member shall in all other aspects be a temporary employee.

Section 3 - Seniority and Benefits Upon Reinstatement After Layoff

Association members 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 Association members who are laid off, shall upon reinstatement, be required to serve any remaining balance of their original probationary period. In addition, reinstated Association members will be entitled to the restoration of personal leave accrual rates they were eligible to receive prior to layoff.

ARTICLE 28: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION

Upon mutual written agreement between the Chief of Police and the affected Association member, the Association member 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 29: COMPENSATION FOR ACTING APPOINTMENTS

Subject to the following conditions, an employee who is required, based on an acting appointment to serve in a classification with a higher salary range than of the classification 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 position(s), where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments upon a finding that the criteria set forth in this paragraph have been met.

ARTICLE 30: OFFICER FATALITY BENEFIT

Section 1

The City shall pay up to \$10,000 for funeral expenses for an Officer killed in the line of duty.

Section 2

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.

Section 3

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.

Section 4 - 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. (July 2016)

ARTICLE 31: RECRUITMENT BONUS

Members of the Police Officers Association shall be eligible for a \$500 recruitment bonus for the recruitment and retention of new Police Department Personnel. Said recruitment bonus shall be paid as follows: (1) \$250 at time of initial hire, (2) \$250 at successful completion of probationary period. Association members assigned to the Personnel and Training Unit or a special recruitment event are not eligible for this bonus.

ARTICLE 32: BOARD MEMBER EXCUSED TIME OFF FOR TRAINING

During the term of this contract the Chief of Police has agreed to discuss the development of an excused time off policy for POA board members for specific training.

ARTICLE 33: DIRECT DEPOSIT

Effective July 1, 2022, any and all payments outside of regular pay will be paid via direct deposit. (July 2022)

ARTICLE 34: SEVERABILITY

Should any legal action be filed and upheld challenging the enforceability or validity of any economic provision of this Agreement, or if any provisions of this Agreement shall be held by a court of competent jurisdiction to be in conflict with any law of the United States or California, the City or the Association may, at its option, require the parties to meet and confer on a new Memorandum of Understanding.

Ratified by City Council: Tentative Agreement on June 28, 2022, Closed Session
Official Ratification on July 26, 2022, Consent Calendar

CITY OF FONTANA

**FONTANA POLICE OFFICERS'
ASSOCIATION**

APPENDIX "A"

Police Officer Trainee

Police Officer

Police Officer w/Intermediate Certificate

Police Officer w/Advanced Certificate

Police Corporal w/Intermediate Certificate

Police Corporal w/Advanced Certificate