

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF FONTANA

AND THE

FONTANA POLICE OFFICERS' ASSOCIATION (FPOA)

FOR THE PERIOD OF

JULY 1, 2008 THROUGH ~~JUNE 30, 2011~~

EXTENDED TO JUNE 30, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF FONTANA
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 employees set forth in Appendix A commencing **July 1, 2008** and ending ~~**June 30, 2011**~~. **Extended to June 30, 2012**

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

**ARTICLE II
CITY PERSONNEL RULES AND REGULATIONS**

It is understood and agreed that there exists within the City, in written or unwritten form certain personnel rules, policies, practices and benefits, generally contained in the "City of Fontana 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 III
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 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 IV 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 payroll. 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 part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Section 3 - Hold Harmless

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

ARTICLE V WAGES

Association members shall receive a 4% salary increase effective the first full pay period in July 2008; In January 2009 a salary survey of agreed survey Cities (Chino, Corona, Ontario, Rialto, Riverside, San Bernardino City, San Bernardino County and Upland) for rank of Police Officer, except for the City of Corona where the classification of Police Officer II shall be used. Top step of Police Officer will be increased by the percentage necessary to cause it to equal survey average plus 2%. All other classifications in the association shall be increased by the same amount.

Effective the first full pay period in July 2009 all members of the association shall receive a 3% salary increase. In January 2010 a salary survey of agreed survey Cities (Chino, Corona, Ontario, Rialto, Riverside, San Bernardino City, San Bernardino County and Upland) for rank of Police Officer, except for the City of Corona where the classification of Police Officer II shall be used. Top step of Police Officer will be increased by the percentage necessary to cause it to equal survey average plus 2%. All other classifications in the association shall be increased by the same amount.

Effective the first full pay period in July 2010 all members of the association shall receive a 3% salary increase. In January 2011 a salary survey of agreed survey Cities (Chino, Corona, Ontario, Rialto, Riverside, San Bernardino City, San Bernardino County and Upland) for rank of Police Officer, except for the City of Corona where the classification of Police Officer II shall be used. Top step of Police Officer will be increased by the percentage necessary to cause it to equal survey average plus 2%. All other classifications in the association shall be increased by the same amount.

Effective July 1, 2008 the City will guarantee a 10% salary differential between top step Officer w/Advance Post and Top step Corporal w/Advance Post.

Employees occupying the sub-classifications of Police Officer I, Police Officer II, Police Officer III, Corporal I and Corporal II 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 employees occupying the sub-classifications of Police Officer I and Police Officer II 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 I, Police Officer II and Police Officer III shall be regarded as the same classification and the sub-classifications of Corporal I and Corporal II shall be the same classification. In other words, an individual currently serving in the Police Officer III 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 I or Corporal II 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 III	.32%
Corporal I	.4%
Corporal II	.67%

**ARTICLE VI
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 work day. 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 bargaining unit 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).

Employees 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 consulting with the Police Officers’ Association.

Employees 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., employees scheduled to work a 12.5-hour shift will be required to work the full 12.5 hours; and 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 employee’s regular hours within a 28 day cycle.

**ARTICLE VII
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 employees represented by the Association shall be as follows:

YEARS OF SERVICE	HOURS ASSIGNED
Less than 2	200
2 but less than 4	208
4 but less than 6	216
6 but less than 8	224
8 but less than 10	232

10 but less than 14	250
14 but less than 18	276
18 but less than 20	292
20 +	312

Section 2 - Leave Accrual Limits

Association members agree to limit the number of personal leave hours which can be carried over from year to year to a maximum of two years personal leave accrual. 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 payoffs of accrued leave time, which are in excess of the two year ceiling and/or the 100 hour maximum, when such excess leave is the result of the employee's scheduled leave being denied or cancelled because of City needs.

Section 3 - Leave Cash Out

Association members agree to limit the 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.

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. (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.

Section 5 - Payment Upon Separation

Unused personal leave shall be paid to employees 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 VIII
UNIFORMS AND EQUIPMENT**

Section 1 - Uniform Allowance

Effective July 1, 2005, the City agrees to increase the uniform allowance to \$1000 per year. Effective July 1, 2006, the City agrees to increase the uniform allowance to \$1050. Effective July 1, 2007, the City agrees to increase the uniform allowance to \$1,100. The amounts of uniform allowance set forth above will be payable to all sworn members of the Association in semi-annual installments in October and April of each year.

A newly appointed Association member will receive the full uniform allowance at the end of the first pay period following appointment. If an employee leaves either voluntarily or involuntarily, during their probationary period, the full uniform allowance will be deducted from the final paycheck. Once the employee completes the one (1) year probationary period he/she will be assigned to the regularly scheduled uniform allowance payment dates in October and April. 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.

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 unit employees 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 IX
LONGEVITY PAY**

1. Employees 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:

YEARS OF SERVICE COMPLETED	PERCENTAGE OF BASE SALARY
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 or more years	6.00%

2. Employees represented by the Association 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:

LENGTH OF SERVICE	SUPPLEMENTAL LONGEVITY BONUS
10 years but less than 20 years	1.5%
20 years	2.6%

3. Effective July 1, 2008, employees 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:

10 years or more of continuous service = \$2,000
15 years or more of continuous service = \$2,500
20 years or more of continuous service = \$3,000
25 years or more of continuous service = \$3,500

**ARTICLE X
MERIT INCREASES**

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

**ARTICLE XI
OVERTIME COMPENSATION**

All time worked, or regarded as having been worked because the employee 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 employee's regular rate of pay.

All Police Officers who work on 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 employees upon separation from City employment.

**ARTICLE XII
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 an hour, and is placed in a Stand-by status, such employee will be compensated at the rate of \$10 an hour).

Section 2 - Court Appearance

In addition, 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 employee's option for time spent in attendance, with a minimum compensation payment of three (3) hours. Association members who work graveyard the night before and are required to attend court shall receive a minimum compensation of five (5) hours.

**ARTICLE XIII
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 (employee’s choice) for each week (prorated for any portion thereof) of on-call duty.

**ARTICLE XIV
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 XV
FTO SPECIAL COMPENSATION**

Employees designated as Field Training Officers, 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 employee’s option, which shall not be considered as hours worked for purposes of overtime calculation. Those employees designated as Field Training Officers 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 Field Training Officers 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 XVI 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 employees in the POA bargaining unit 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 XVII BILINGUAL DIFFERENTIAL

The City shall pay seventy-five dollars (\$75) per pay period for those employees who are assigned by the Chief of Police 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 employee selected by mutual agreement of the Chief of Police and the Association.

ARTICLE XVIII HEALTH INSURANCE

Section 1 - Cafeteria Plan

Beginning January 2009 for employees 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 employees the cash back option of \$601.

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 18 months. These payments shall not exceed the amount of the monthly cafeteria allotment. Thereafter, the employee must pay for medical insurance. Employees on job related injury leave shall receive fully paid medical insurance or cafeteria benefits for the period of the injury as required by applicable law. Employees at their option may continue coverage of other available insurance at their own expense.

Section 3 - LTD , STD and LIFE INSURANCE

Effective January 1, 2009 City shall increase the Life insurance benefit to \$100,000

The Long-Term Disability and Short-Term Disability programs shall be removed from the cafeteria plan. The employee shall pay the premiums for LTD (and STD if elected by employee) by payroll deduction.

The Association will select the LTD and STD plans to be offered to their members. The City will administer said plans, which will require 100% participation of unit members in a LTD plan; participation in a STD plan is optional at the employee's discretion.

ARTICLE XIX 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 employee is presently employed at a rate of five (5) hours per pay period for an accumulative total of thirteen (13) 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 1 of each year and is subject to approval by the Chief of Police. Employees 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 XX RETIREMENT BENEFITS

Section 1 - Participation

The City participates in the Public Employees' Retirement System (PERS). Upon retirement an employee's "final compensation" will be based on the highest one-year salary. Association members' retirement is based on the 3% at age 50 formula. 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 salary.

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.

Police Officer Trainees shall participate in the City PERS program for "Miscellaneous" employees.

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 connection the City will reimburse eligible retirees for the cost of the Medicare coverage, which is automatically withdrawn from their Social Security checks. Retirees must supply the City with proof of payment

(including deductions from Social Security checks) for this coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

Section 5 – Retiree Medical Trust Fund

Effective the first pay period in July 2009 all members of the association hired after June 30, 1990 will receive a \$250.00 monthly payment into a mutually agreed upon Retiree Medical Trust Fund. 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. The parties agree that this contribution amount shall not be increased and shall not be subject to negotiations for a period of five years.

Section 6 – EPMC Conversion

For any employee retiring after August 1, 2005, the City will report as “compensation” for retirement purposes the Employer Paid Member Contribution of 9%.

ARTICLE XXI CALL BACK

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

ARTICLE XXII PERFORMANCE EVALUATIONS

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

ARTICLE XXIII 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 unit. The purpose of these meetings shall be to explore alternatives to layoffs and/or furloughs.

Section 2 - Full-time Temporary Employment Following Layoff

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

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

Section 3 - 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 XXIV 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 XXV MOU RATIFICATION

Subject to City Council ratification of this MOU, employees hired on or before June 30, 2008 into this bargaining unit shall receive a one-time cash payment of \$2,000.00.

**ARTICLE XXVI
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 name inscribed.

**ARTICLE XXVII
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. Employees assigned to the Personnel and Training unit or a special recruitment event are not eligible for this bonus.

**ARTICLE XXVIII
REOPENER**

Any time after July 1, 2009, upon the request of either party, the parties will meet and confer on the subject of an increase in Corporal Compensation only

**ARTICLE XXIX
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:

Dated: _____

CITY OF FONTANA

**FONTANA POLICE OFFICERS'
ASSOC.**

Kenneth R. Hunt
City Manager

Kurt Schlotterbeck
POA President

Edward S. Raya
Human Resources Director

Cliff Ohler
POA Past President

Kelly Binks, POA Vice President

Matt Roth, POA Treasurer

Bill Waddell, POA Secretary

Paul Martin
Negotiations Team member

Reviewed as to Form:

Irma Rodriguez Moisa
Atkinson, Andelson, Loya, Ruud & Romo
Attorney for the City of Fontana

Dieter C. Dammeier
Lackie & Dammeier LLP
Attorney for the Fontana Police
Officers Association