Memorandum of Understanding

Between

Ontario Police Officers Association

And

The

City of Ontario

Effective January 1, 2008
through June 30, 2010

TABLE OF CONTENTS

ARTICLE I. MEMORANDUM 5

SECTION 1.01 PARTIES TO MEMORANDUM OF UNDERSTANDING 5
SECTION 1.02 RECOGNITION 5
SECTION 1.03 AGENCY PERSONNEL RULES 5
SECTION 1.04 MOU DISTRIBUTION 5
SECTION 1.05 EFFECT OF AGREEMENT 5

ARTICLE II. DEFINITIONS 6

ARTICLE III. MANAGEMENT RIGHTS 6

SECTION 3.01 6
SECTION 3.02 7
SECTION 3.03 7

ARTICLE IV. EMPLOYEE RIGHTS 8

SECTION 4.01 8
SECTION 4.02 8

ARTICLE V. EMPLOYMENT STATUS 8

SECTION 5.01 PROBATIONARY PERIOD 8
SECTION 5.02 TRANSFERS 8
SECTION 5.03 POLICE SERGEANT PROMOTIONAL STANDARD MODIFICATION 9

ARTICLE VI. PERSONNEL FILES 9

SECTION 6.01 9
SECTION 6.02 9
SECTION 6.03 9
SECTION 6.04 9

ARTICLE VII. DISCIPLINARY PROCEDURE 9

SECTION 7.01 9
SECTION 7.02 10

ARTICLE VIII. CLASSIFICATIONS 10

SECTION 8.01 NEW CLASSIFICATIONS 10
SECTION 8.02 HIGHER CLASSIFICATION WORK 10
SECTION 8.03 11
SECTION 8.04 11
SECTION 8.05 11

ARTICLE IX. HOURS OF WORK 11

SECTION 9.01 OVERTIME 11
SECTION 9.02 WORK SCHEDULE CHANGES 12
SECTION 9.03 MANDATORY MEETINGS 12
SECTION 9.04 COMPENSATORY TIME-OFF 12

ARTICLE X. COMPENSATION 13

SECTION 10.01 COMPENSATION PLANS – PLAN 1 AND PLAN 2 13
SECTION 10.02 SALARY 13
SECTION 10.03 SKILL COMPENSATION 13
SECTION 10.04 MOTORCYCLE PAY 13
SECTION 10.05 HELICOPTER OBSERVER PAY 14
SECTION 10.06 PILOT PAY 14

SECTION 10.07 CANINE PAY 14
SECTION 10.08 COURT APPEARANCE COMPENSATION 15
SECTION 10.09 OUT-OF-CITY DUTY COMPENSATION 15
SECTION 10.10 COURT STANDBY 15
SECTION 10.11 ON-CALL DUTY 16
SECTION 10.12 SHIFT DIFFERENTIAL 16

ARTICLE XI. BENEFITS 16

SECTION 11.01 HEALTH INSURANCE CONTRIBUTION 16
SECTION 11.02 DENTAL INSURANCE CONTRIBUTION 18
SECTION 11.03 FRINGE BENEFIT CONTRIBUTION 18
SECTION 11.04 VISION CARE 18
SECTION 11.05 INSURANCE COMMITTEE 18
SECTION 11.06 LIFE INSURANCE 18
SECTION 11.07 UNIFORM MAINTENANCE ALLOWANCE 18
SECTION 11.08 EDUCATIONAL INCENTIVE PROGRAM 19
SECTION 11.09 19
SECTION 11.10 PERS CONTRACT 19
SECTION 11.11 19
SECTION 11.12 LONGEVITY PAY- PLAN 1 20
SECTION 11.13 LONGEVITY PAY – PLAN 2 20
SECTION 11.14 DEFERRED COMPENSATION – PLAN 1 20
SECTION 11.15 DEFERRED COMPENSATION – PLAN 2 20

ARTICLE XII. ASSOCIATION MEMBERSHIP AND ACTIVITY 20

SECTION 12.01 ASSOCIATION MEMBERSHIP 20
SECTION 12.02 DUES DEDUCTION 20
SECTION 12.03 RELEASE TIME 21
SECTION 12.04 MANAGEMENT-EMPLOYEE RELATIONS PROGRAM 21

ARTICLE XIII. GRIEVANCE PROCEDURE 22

SECTION 13.01 DEFINITIONS 22
SECTION 13.02 LEVEL I - INFORMAL GRIEVANCE 22
SECTION 13.03 LEVEL II - FORMAL GRIEVANCE 23
SECTION 13.04 23
SECTION 13.05 LEVEL III 23
SECTION 13.06 LEVEL IV 23
SECTION 13.07 LEVEL V - ARBITRATION 24
SECTION 13.08 GENERAL PROVISIONS 24
SECTION 13.09 AUTHORITY OF THIRD PARTY 25

ARTICLE XIV. LAYOFF PROCEDURE 26

SECTION 14.01 26
SECTION 14.02 26
SECTION 14.03 26
SECTION 14.04 26
SECTION 14.05 26

ARTICLE XV. HOLIDAY AND VACATION LEAVES 27

SECTION 15.01 HOLIDAYS 27
SECTION 15.02 VACATION LEAVE 28

ARTICLE XVI. LEAVES OF ABSENCE WITH PAY 29

SECTION 16.01 SICK LEAVE 29
SECTION 16.02 BEREAVEMENT LEAVE 30
SECTION 16.03 PERSONAL LEAVE 30
SECTION 16.04 COMPENSATORY TIME-OFF 31

SECTION 16.05 CATASTROPHIC LEAVE PROGRAM 31
SECTION 16.06 MATERNITY, PATERNITY AND FAMILY CARE LEAVE 31

ARTICLE XVII. SAFETY EQUIPMENT 31

SECTION 17.01 EQUIPMENT USED 31
SECTION 17.02 32
SECTION 17.03 CARE AND MAINTENANCE OF EQUIPMENT 32
SECTION 17.04 USE OF EQUIPMENT 33
SECTION 17.05 UNIFORM WEAR REPLACEMENT 34
SECTION 17.06 EQUIPMENT REPLACEMENT DUE TO DAMAGE, THEFT, LOSS OR DESTRUCTION 34
SECTION 17.07 DEFINITION OF TERMS: 34
SECTION 17.08 PROCEDURE 34
SECTION 17.09 DISPOSITION OF SERVICE WEAPON 35

ARTICLE XVIII. PEACEFUL PERFORMANCE OF CITY SERVICES 36

SECTION 18.01 36
SECTION 18.02 36
SECTION 18.03 36

ARTICLE XIX. SEPARABILITY 36

SECTION 19.01 36

ARTICLE XX. DURATION AND IMPLEMENTATION 37

SECTION 20.01 37
SECTION 20.02 37

APPENDIX A – Grievance Form
APPENDIX B – Catastrophic Leave Donation Form
APPENDIX C – Salary Grade Table

Article I. MEMORANDUM

Section 1.01 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter known as MOU or Agreement) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Ontario Police Officers Association (hereinafter known as the Association).

Section 1.02 RECOGNITION

The City hereby formally recognizes the Ontario Police Officers Association as the Representative for those employees employed by the City and defined in Rule I, Section 26 of the Personnel Rules and Regulations, in the following classifications:

Police Detective	Police Officer
Police Corporal	Police Recruit

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

Section 1.03 AGENCY PERSONNEL RULES

It is understood and agreed that there exists within the City, in written or unwritten form, certain personnel rules, policies and practices generally contained in the "City of Ontario Personnel Rules and Regulations," "Resolution No. 6836, Employer-Employee Rules and Regulations," and the "Administrative Manual of the City of Ontario" which 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 in accordance with state laws, orders, regulations, official instructions or policies.

Except as provided herein all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the term of the Agreement, unless changed by mutual agreement. The City shall have the right to update and improve said personnel rules, policies, and practices that do not affect wages, hours and other terms and conditions of employment with the understanding that prior to such changes the City will meet and confer with authorized representatives of the Association.

Section 1.04 MOU DISTRIBUTION

The City agrees to provide all new employees, covered by this Agreement, a copy of the MOU. Both the City and the Association will equally share in the cost of printing the MOU.

Section 1.05 EFFECT OF AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, 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.

B. This Agreement supersedes all previous agreements, understandings, and prior practices related to matters included within this Agreement.

Article II. DEFINITIONS

A. BARGAINING UNIT - The term "bargaining unit" as used in this Agreement refers to the bargaining unit of the employees defined in Article 1, Recognition.

B. CALENDAR YEAR - The term "calendar year" as used in this Agreement refers to the period of 12 consecutive months commencing on January 1st and ending on December 31st.

C. DAY - The term "day" as used in this Agreement refers to a calendar day unless otherwise stated in this Agreement.

D. EMERGENCY - The term "emergency" as used in this Agreement means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

E. EMPLOYEE - The term "employee" as used in this Agreement refers to a full-time:
   1. Regular Status Employee - The term "regular status employee" as used in this Agreement refers to an employee who has completed the probationary period.

   2. Probationary Employee - The term "probationary employee" as used in this Agreement refers to an employee who has not completed his/her probationary period.

F. IMMEDIATE FAMILY - The term "immediate family" as used in this Agreement refers to an employee's spouse, children, parents, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, step-father, step-mother, and step-children.

G. WEEK - The term week as used in this Agreement refers to seven consecutive days beginning on Sunday and going through Saturday.

H. WORK PERIOD – The term work period refers to the 28 consecutive days between Sunday and Saturday incorporating two (2) bi-weekly pay periods in accordance with Section 7(k) of the Fair Labor Standards Act.

I. PLAN 1 or PLAN 2 – The terms Plan 1 and Plan 2 refer to the two (2) separate compensation plans which can be selected by a current or future employee. The terms of this MOU shall apply to all employees in Plan 1 or Plan 2 unless otherwise specified herein.

Article III. MANAGEMENT RIGHTS

Section 3.01

There are no provisions in the Memorandum of Understanding that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this Memorandum of Understanding specifically curtail or limit such rights, powers and authority.

Section 3.02

The rights of the City include, but are not limited to:

A. The exclusive right to determine the mission of its constituent departments, commissions, and boards.

B. Set standards of service.

C. Determine the procedure and standards of selection for employment and promotion.

D. Direct its employees.

E. Relieve its employees from duty because of lack of work, or for other legitimate reasons.

F. Maintain efficiency of government operations.

G. Determine the methods, means, and personnel by which government operations are to be conducted.

H. Determine the content of job classifications.

I. Take all necessary actions to carry out its mission in emergencies.

J. Exercise complete control and discretion over its organization and the technology of performing its work.

K. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.

L. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance herewith.

Section 3.03

Where required by law, the City agrees, prior to implementation, to meet and confer with the Association over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Association members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Departmental Rules and Regulations.

Article IV. EMPLOYEE RIGHTS

Section 4.01

The City shall afford regular employees the procedural due process safeguards set by statute and by the published decisions of the California courts.

Section 4.02

An employee shall have the right of Association representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered. No employee shall be discriminated against because of the exercise of his or her rights to Association representation or because of his or her lawful activities as part of the Association.

Article V. EMPLOYMENT STATUS

Section 5.01 PROBATIONARY PERIOD

A. **OBJECTIVE**

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and his/her adjustment within the organization.

B. **LENGTH**

All original and promotional appointments shall be tentative and subject to a probationary period of 12 months.

If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the **employee's** consecutive leave. The department head may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of his or her original probation period.

C. **REJECTION**

During the probationary period, the department head may terminate a **probationary employee** without cause and without right of appeal. Notification of rejection in writing shall be served on the probationary employee two weeks before the effective date of the rejection.

An employee who is rejected while serving probationary period after promotion shall be returned to his/her former classification.

Section 5.02 TRANSFERS

A transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned, or to meet the needs of the service. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction.