

## **AMENDMENT AND EXTENSION OF THE 2008 - 2010 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ONTARIO POLICE OFFICERS ASSOCIATION**

In response to the declining economic conditions facing the City of Ontario (herein after known as "City"), the Ontario Police Officers Association (hereinafter known as "Association") voluntarily agreed to forgo scheduled general salary increases in the 2008 – 2010 Memorandum of Understanding (hereinafter known as "MOU") and extended the contract by two years. The MOU is hereby amended as follows:

### **TERM OF THE MOU**

#### **Article XX. Duration and Implementation**

*The following amends Article XX by adding Section 20.03 to amend and extend the current MOU.*

##### **Section 20.03**

In consideration for the salary compensation adjustments forgone pursuant to Section 10.02(F), effective June 16, 2009, the parties agree to amend the current MOU and extend the MOU by two years from June 30, 2010 to June 30, 2012, without any other changes to wages, hours and other terms and conditions of employment, except as may be subsequently agreed to by the parties in writing.

### **COMPENSATION**

#### **Article X. COMPENSATION**

*The following amends Article X by adding Section 10.02(F) to withdraw scheduled salary increases.*

##### **Section 10.02 – Salary**

- F. Effective June 16, 2009, the Association agrees to forgo the 3% and 2% (5% total) salary compensation adjustments scheduled for July and December 2009, respectively, as specified in Sections 10.02(C) and 10.02(D) and retain the base salary compensation rates in effect on June 16, 2009. The Association's intent is to forgo the 5% salary adjustments with the understanding that during the extended MOU term no other employee group (represented, non-represented, or other City Officials) will receive net compensation increases beyond that which the City believes to be legally required or those related to the settlement of existing or potential claims or litigation. In the event the Association asserts such net compensation increase has occurred, the City shall respond within 30 days of receipt of written notice from the Association. If the City agrees there has been a net compensation increase, the City will have the option to either 1) correct the disputed action; or 2) reinstate the Association's forgone salary increases. The City shall take such action within 90 days of the response date. If the Association disagrees with the City's response, the Association may file an Association grievance pursuant to Section 13.01 (C) of the MOU within 30 calendar days of receipt of the City's written response.

The above stated terms and conditions supersede related section(s) in any previous MOU. All other terms and conditions in the original 2008 – 2010 MOU, including related Side Letters of Agreement unless otherwise referenced herein, remain the same. This Amendment shall become effective immediately upon ratification of both parties.

**CITY OF ONTARIO**

**ONTARIO POLICE OFFICERS ASSOCIATION**

*SIGNATURE*

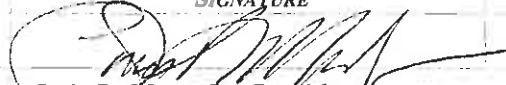
*DATE*

  
Gregory C. Devereaux, City Manager

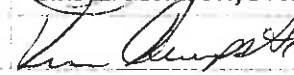
8/4/09

*SIGNATURE*

*DATE*

  
Luis R. Meng Jr., President

8/4/09

  
Kevin Dempster, Vice-President

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