

AMENDMENT AND EXTENSION OF THE 2008 - 2010 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ONTARIO POLICE MANAGEMENT GROUP

In response to the declining economic conditions facing the City of Ontario (herein after known as "City"), the Ontario Police Management Group (hereinafter known as "Group") 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 XIX. Duration and Implementation

The following amends Article XIX by adding Section 19.3 to amend and extend the current MOU.

Section 19.3

In consideration for the salary compensation adjustments forgone pursuant to Section 10.2(C), 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.

COMPENSATION

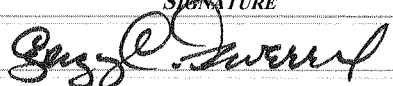


Article X. COMPENSATION

The following amends Article X by adding Section 10.2(C) to withdraw scheduled salary increases.

Section 10.2 – Salary

- C. Effective June 16, 2009, the Group agrees to forgo the 5% salary compensation adjustments scheduled for October 2009 as specified in Section 10.2(B) and retain the base salary compensation rates in effect on June 16, 2009. The parties' 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 Group asserts such a net compensation increase has occurred, the City shall respond within 30 days of receipt of written notice from the Group. 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 Group's forgone salary increases. The City shall take such action within 90 days of the response date. If the Group disagrees with the City's response, the Group may file a Group grievance pursuant to 13.3 of the MOU within 30 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 MANAGEMENT GROUP	
SIGNATURE	DATE	SIGNATURE	DATE
 Gregory C. Devereaux, City Manager	8/14/09	 John Duffield	8/13/09
		 Dean Brown	8/13/09