



EXHIBIT A

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING Per California Government Code Section 3505.1

**Between
The City of Rialto and
The Rialto Police Benefit Association, Police General Bargaining Unit**

The previous Memorandum of Understanding (“MOU”) between the Rialto Police Benefit Association (RPBA) representing the General Bargaining Unit and the City of Rialto (“City”) expired on July 31, 2016 (“RPBA General Unit MOU 2016”). City and RPBA representatives began meeting in July/August 2016 regarding a successor MOU. On May 31, 2018, the parties reached an oral tentative agreement on the terms for a successor MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties’ labor representatives. This Tentative Agreement was ratified by the RPBA on June 22, 2018. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Rialto City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

All terms and conditions of the prior RPBA General Unit MOU 2016 shall be maintained unless expressly modified or changed herein until the successor MOU is accepted, approved and adopted by City Council.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Existing MOU	New Agreement
Preamble	Represented Classifications	Lead Dispatcher	<p>Add Lead Dispatcher classification as represented position and include title and pay in updated Appendix A Salary Table</p> <p>Reopener: The parties agree to re-open the MOU during the MOU term to discuss modifying bargaining unit to include Animal Control Licensing Inspector with consensus by CEA or proper unit modification petition.</p>
1	Term	Expired July 31, 2016	August 1, 2016- June 30, 2019
2	Association Rights and Responsibilities	250 hours per year to handle Association business and training	Clarification that the 250 hours per year is cumulative for all board members, not per member.
5	Wages – Parity Clause on COLA	Parity or “Me Too” clause with other City Bargaining Units on base salary COLA during term of MOU	<p>Elimination of COLA “parity” or “me too” clause from this Article. Eliminate reopener on salary during term of this contract.</p> <p>Eliminate “Me Too” Clause (Contingent on no other employee organization having a similar base salary COLA parity or me too clause in their successor MOU contract.)</p>
5	Wages	<p>Employees at Step 5 or lower receive an automatic one-step increase, effective Jan. 1, 2016</p> <p>The salary ranges for classifications within the General Bargaining Unit are set forth in Appendix A to MOU.</p>	<p>Update Appendix A with new salary ranges based upon salary increase set forth below:</p> <p>For represented employees employed as of July 1, 2018, the City will pay a one-time, lump sum payment of 8% of the employee’s regular rate of pay (salary and special compensation) determined as of June 30, 2018 (using 2080 hours calculation regardless of length of service in that fiscal year) to be paid the week of July 16, 2018 in exchange for ratification of this Tentative Agreement. The lump sum payment shall NOT be PERSable compensation and shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations. The payment shall exclude overtime and cafeteria payments. It shall be payable the week of July 16, 2018.</p> <p>0% COLA for FY 2016/17 0% COLA for FY 2017/18</p>

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			City will also increase represented employees' base salaries by 8% effective the first full pay period in July 2018 (payable July 27, 2018).
6.5	Promotional Pay	Upon promotion, the affected employee shall receive a minimum increase of five percent (5%) in base salary or bottom step of the higher classification, whichever is higher.	Clarify that the pay increase shall not exceed the final step designated in the Wage and Salary Plan for the classification pursuant to the City's Personnel Rules.
6.6	Specialty Pay	All Police Officers and Corporals assigned to SWAT shall be compensated ten (10) hours of on-call time for "First Up" on-call, up to a maximum of 10 hours per month.	Add that on-call pay for Special Weapons and Tactics Team shall also apply to non-safety personnel assigned.
6.11	Longevity Pay for City Service	Defines as applying to "cumulative service credit" 5-9 years: 1.5% base salary 10-14 years: 2.25% base salary 15+ years: 3.5% base salary	Effective upon City Council approval of Tentative Agreement, clarify that Longevity Pay for "City Service" is subject to actual City service after a minimum of five years of working with the City. "City Service" Longevity Pay shall be reported as pensionable compensation.
6.11	Longevity Pay for public service experience	Defines as applying to "cumulative service credit"	Effective upon City Council approval of Tentative Agreement, clarify that a separate "public service experience" Longevity Pay shall also apply to members who have cumulative CalPERS "public service experience" in the field of law enforcement; however, such public service experience pay shall not be subject to pensionable compensation pursuant to Title 2, Section 571 of the California Code of Regulations. Eligible employees shall receive the following percentages of base salary minus the amount the employee receives as City Service Longevity Pay. 5-9 years: 1.5% 10-14 years: 2.25% 15+ years: 3.5% Employees are responsible for notifying the City of all CalPERS service time. Notification of all CalPERS service shall be submitted to Human Resources or Chief of Police within 90 days of being hired and within 90 days of meeting the longevity requirements. The effective date of payment shall be the first full pay period following submittal of proof to the Human Resources Department or Police Chief.

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7	Work Schedules	The current work schedule for Dispatchers is established at 36 hours one week and 44 hours the other week. Per FLSA, the 44 hours within a seven-day workweek is subject to 4 hours overtime paid at one and a half times the employees' regular rate of pay.	Reopener: The parties agree to re-open the MOU during the MOU term to discuss if the schedule can be modified to avoid the built-in overtime liability moving forward.
9.1.D	Cafeteria Plan	Safety employees cafeteria: \$1,400/mo. Non-safety cafeteria: \$1,300/mo. Safety opt-out: \$1,250/mo. Non-safety opt-out: \$1,100/mo.	Current Employees: Status quo. All new hires, hired on or after City Council approval of this Tentative Agreement, shall be provided a monthly cafeteria allowance up to \$1,400 for Safety and \$1,300 for Non-Safety. If these "new hire" employees do not utilize the Cafeteria allowance for medical insurance, there shall be no cash back to the employee. These "new hire" employees shall also be limited to a \$100 per pay period "opt-out" allowance for not using City medical insurance.
9.4	Health Insurance (Retirement)	\$279.25 per month EE \$558.49 per month EE plus 1 \$726.04 per month EE plus 2	Reopener: The parties agree to re-open the MOU during the MOU term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities.
10.1	Vacation Leave Cash Out	Employees can cash out up to 200 hours of vacation and/or sick time, combined, per year. Cash out is at employee's current salary rate	Clarify that the cash out rate for vacation leave is at the employee's current base hourly (base salary) rate, not the FLSA regular rate of pay. The payment shall include salary and special compensation, but exclude overtime and cafeteria payments. Employees can cash out up to 200 hours of vacation and/or sick time, combined, per year. Cash out is at employee's current salary rate
10.2	Holidays	If due to operational needs and/or staffing deficiencies, time off requests to draw upon the accrued holiday time bank are denied then the City agrees to allow the amount of excess hours that accrue beyond the annual cap to be placed into an overage account or paid at straight time at the City's discretion.	February 18, 2016 Side Letter to be incorporated into successor MOU which provides modification to allow any loss of holiday(s) be recovered and paid out as straight time. Any employee at the 156 hour holiday cap shall be paid out as straight time in lieu of losing accruals (this shall include floating holidays) or allowed to accrue in an overage account.

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10.3	Sick Leave Cash Out	Employees can cash out up to 200 hours of vacation and/or sick time, combined, per year. Cash out is at employee's current salary rate	<p>Clarify that the cash out rate for sick leave is at the employee's current base hourly (base salary) rate, not the FLSA regular rate of pay. The payment shall include salary and special compensation, but exclude overtime and cafeteria payments.</p> <p>Employees can cash out up to 200 hours of vacation and/or sick time, combined, per year. Cash out is at employee's current salary rate</p>
10.3	Sick Leave Accumulation and Use	120 hours per year.	<p>Parties agree to additional language and eligibility pursuant to AB 1522.</p> <p>An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking. Family member" means (1) a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. (2) a biological, adoptive, or foster parent, stepparent. (3) a spouse. (4) a registered domestic partner. (5) a grandparent. (6) a grandchild. (7) a sibling.</p>
12.1 12.2	Education Tuition Reimbursement	AA 3% BS 5% Masters 7.5%	<p>Add "Masters or Equivalent (JD/ PHD)" 7.5%</p> <p>Add: The incentive will be applied following Human Resources' or Police Chief's receipt of proof of degree. The burden of proof is on the employee. Proof of degree must be submitted to Human Resources or Chief within three months following the receipt of the degree. The effective date of payment shall be the first full pay period following submittal of proof to the Human Resources Department or Police Chief.</p>
12.3-12.4	Certificate Pay		<p>Add: An employee's POST certificate eligibility will be vetted and verified by the Police Chief or designee for eligibility of A POST certificate. Once the requesting employee is deemed POST eligible, the Police Department will begin the POST certificate application process. Certificate Pay will commence following the Police Chief's acceptance of the application for processing and evaluation by POST. In the event the employee is denied the POST certificate, the employee will</p>

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			be responsible for paying back the City the incentive received.
21	Grievance Procedure	Director of Admin./ Community Services has authority	Change titles to Director of Human Resources and Risk Management

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