



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 Management Bargaining Unit**

The previous Memorandum of Understanding (“MOU”) between the Rialto Police Benefit Association (RPBA) representing the Management Bargaining Unit and the City of Rialto (“City”) expired on July 31, 2016 (“RPBA Management Unit MOU 2016”). City and RPBA representatives began meeting in July/August 2016 regarding a successor Management Unit MOU. On May 31, 2018, the parties reached an oral tentative agreement on the terms for a successor Management Unit 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 Management Unit MOU 2016 shall be maintained unless expressly modified or changed herein until the successor Management Unit MOU is accepted, approved and adopted by City Council.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Existing MOU	New Agreement
Preamble	Represented Classifications	Police Captain, Police Lieutenant, Police Sergeant, Police Records Supervisor, Emergency	Reopener: The parties agree to re-open the MOU during the MOU term to discuss re-title or reclassification of Crime Analyst to Crime Supervisor.

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		Dispatch Supervisor, and Crime Analyst	Reopener: The parties agree to re-open the MOU during the MOU term to discuss modifying Unit to include Executive Assistant with consensus by RMMA or proper unit modification petition.
1	Term	Expired July 31, 2016	August 1, 2016- June 30, 2019
2	Wages	The salary ranges for classifications within the Management Bargaining Unit are set forth in Appendix A to MOU.	<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> <p>City will increase represented employees' base salaries by 8% effective the first full pay period in July 2018 (payable July 27, 2018), which is to be reflected in updated Appendix A salary table.</p>
3.3 New	Specialty Pay	No on-call SWAT provision for Non-Sworn assigned.	Add on-call SWAT provision for Non-Sworn similar to RPBA General Unit provision.
3.3 New	Specialty Pay	Employees assigned to Detective, SCAT, IA, K-9, Narcotics, Personnel/ Training, SWAT, Traffic received 3% compensation of base salary.	Reopener: The parties agree to reopen the MOU during the MOU term to discuss other specialty items not currently included and Non-Sworn.
3.7	Longevity Pay for City Service	<p>Defines as applying to "cumulative service credit"</p> <p>5-9 yrs: 1.5% base salary 10-14 yrs: 2.25% base salary 15+ yrs: 3.5% base salary</p>	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.
3.7	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

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			<p>be subject to pensionable compensation pursuant to Title 2, Section 571 of the California Code of Regulations.</p> <p>Eligible employees shall receive the following percentages of base salary minus the amount the employee receives as City Service Longevity Pay.</p> <p>5-9 years: 1.5% 10-14 years: 2.25% 15+ years: 3.5%</p> <p>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</p>
3.8	Promotional Pay	Upon promotion, safety personnel will receive a minimum increase of five percent (5%) in base salary or Step 6, whichever is greater.	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.
5.1	Cafeteria Plan	<p>Safety employees cafeteria: \$1,400/month Non-safety cafeteria: \$1,300/month</p> <p>Safety opt-out: \$1,250/month Non-safety opt-out: \$1,200/month</p>	<p>Current Employees: Status quo.</p> <p>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.</p>
5.3	Retiree Health Insurance	<p>\$279.25 per month EE \$558.49 per month EE plus 1 \$726.04 per month EE plus 2</p>	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.
6	Deferred Comp	If, during the term of this MOU, the City provides the Fire Management Unit or the Rialto Mid-Management Bargaining Unit a higher amount of deferred compensation, the same amount will also be given to the Police Management Unit.	Elimination of deferred comp "parity" or "me too" clause from this Article. (Contingent on no other employee organization having a similar deferred comp or me too clause in their successor MOU contract.)
7.1	Vacation Leave Cash Out	The employee may opt to cash out vacation in ten	Clarify that the cash out rate for vacation leave is at the employee's current base hourly (base salary) rate, not

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		(10) hour minimum increments at any time during the fiscal year, as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours. Cash out is at employee's current salary rate.	the FLSA regular rate of pay. The payment shall include salary and special compensation, but exclude overtime and cafeteria payments. The employee may opt to cash out vacation in ten (10) hour minimum increments at any time during the fiscal year, as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours. Cash out is at employee's current salary rate.
7.2	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 paid at straight time prior to fifty-two (52) weeks after the holiday is earned.	2016 Side Letter to be incorporated in successor MOU which provide 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 or allowed to accrue in an overage account,.
7.3.A	Sick Leave Accumulation and Use	Sick leave accrual at 120 hours per year. Sick leave may be used to attend illness of child, parent, spouse, or registered domestic partner.	Parties agree to additional language and eligibility pursuant to AB 1522. 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 (4) a registered domestic partner. (5) a grandparent. (6) a grandchild. (7) a sibling.
7.3.B	Sick Leave Cash Out	No more than one hundred (100) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current salary rate.	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. No more than one hundred (100) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current salary rate.

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9.1	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 be responsible for paying back the City the incentive received.</p> <p>Reopener: The parties agree to reopen the MOU during the term of this MOU for the purposes of clarifying the POST incentive pay for Records Supervisor.</p>
9.3	Education Incentive	<p>AA 3% BS 5% Masters 7.5%</p>	<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	Take Home Vehicles	Vehicles allowed de minimis personal use	Clarification that "de minimis" is as defined by the Internal Revenue Code
18	Reopeners	<p>Either party may reopen regarding increases to salary</p> <p>"Me Too" should any other management unit receive any increase in compensation in any form of remuneration to the extent such an increase is not offset by concessions by such other management unit then benefit amounts shall be matched for this unit.</p>	<p>Eliminate reopener on salary during term of contract.</p> <p>Eliminate "Me Too" Clause. (Contingent on no other employee organization having a similar compensation increase me too clause in their successor MOU contract.</p> <p>Add reopeners to discuss cert pay for non-sworn and judicial assignment incentives.</p> <p>Add reopener to discuss if the schedule for Dispatch Supervisor can be modified to avoid the built in overtime liability moving forward.</p>
32	Association Rights	In the Chief of Police's (or his designee's) sole discretion, he may grant paid time off of up to 250 hours per year for Association board	Clarification that 250 hours per year is cumulative for all board members, not per member.

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		members to utilize to handle Association business and training as staffing allows.	
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