

**MEMORANDUM
OF
UNDERSTANDING**
BETWEEN



THE CITY OF RIALTO
AND
**RIALTO POLICE BENEFIT
ASSOCIATION,
POLICE MANAGEMENT
BARGAINING UNIT**

***July 1, 2019
through
June 30, 2021***

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO
AND
THE RIALTO POLICE BENEFIT ASSOCIATION,
POLICE MANAGEMENT BARGAINING UNIT**

The following provisions constitute the agreements reached by representatives of the City of Rialto (**City**) and the Rialto Police Benefit Association, Police Management Bargaining Unit (**Association**).

The City and the Association have agreed to the following terms in this MOU:

PREAMBLE

This Memorandum of Understanding (**MOU** or **Agreement**) is entered into with reference to the following facts:

The Rialto Police Benefit Association, Police Management Bargaining Unit is the recognized employee organization for personnel employed by the City of Rialto in the classifications of: Police Captain, Police Lieutenant, Police Sergeant, Police Records Supervisor, Emergency Dispatch Supervisor, Crime Analyst Supervisor, and Executive Assistant to the Chief of Police. The terms of this agreement extend to all such Police Department employees.

Therefore, the City and the Association agree that subject to adoption and implementation by the City Council of the City, the wages, hours and other terms and conditions of employment for the affected employees shall be as follows:

**ARTICLE 1
TERM OF AGREEMENT**

The term of this agreement shall be from July 1, 2019 through June 30, 2021. Previous agreement represented via Tentative Agreement from August 1, 2016 to June 30, 2019.

**ARTICLE 2
WAGES**

A. Classification and Compensation: The City of Rialto Classification and Compensation Plan authorized by the City Council will be the guiding document for citywide budgeted positions and salary ranges.

B. Salary Adjustment: City of Rialto Classification and Compensation Table as approved by City Council. As of July 1, 2019; City will increase represented employees' base salary by 3% effective the first pay period following City Council approval of this MOU, which is to be reflected in the Classification and Compensation Salary Table.

C. Salary Adjustment: City of Rialto Classification and Compensation Table as approved by City Council. As of July 1, 2020; City will increase represented employees' base salary by 3% effective the first pay period including July 1, 2020. Adjustment changes will be reflected in the Classification and Compensation Salary Table.

D. Moving forward, the unit agrees to utilize the National CPI Index to serve as the foundation for any cost of living language changes the unit may request.

ARTICLE 3 OTHER PAY

3.1. SHIFT DIFFERENTIAL

There shall be a two and one-half percent (2.5%) shift differential paid to all employees for hours worked outside of the traditional work hours of 7:00 AM to 5:00 PM, who meet certain criteria. Employees who work a majority (51% or more) of their assigned shift between the hours of 5:00 PM and 7:00 AM shall receive a 2.5 % shift differential for their work entire shift. This shift differential pay shall be provided for any shift, regardless of overtime, an otherwise worked shift, or the employee's regular schedule.

3.2. BILINGUAL PAY

A unit member that is certified by the City as "bilingual" or "sign linguist" and who is required to utilize his/her abilities as part of his/her regular duties shall be compensated at the rate of fifty dollars (\$50.00) per pay period.

The City shall reserve the right to determine which languages qualify for Bilingual status within the city.

The City shall reserve the right to establish and administer examinations to verify the qualifications of the employee.

3.3. SPECIALTY PAY

Employees assigned to oversee/supervise one or more of the following assignments shall be compensated at a total rate of three percent (3%) of his/her base salary during the term s/he is assigned:

- Detective (Detective Division Premium)
- Gangs/Street Crime Attack Team (SCAT) (Gang Detail Assignment Premium)
- Internal Affairs (Police Administrative Officer)
- K-9 (Canine Officer/Animal Premium)
- Narcotics (Narcotics Division Premium)
- Personnel & Training (Police Administrative Officer)
- Special Weapons Attack Team (SWAT)
- Traffic (Traffic Detail Premium)
- Field Training Officer (FTO) (Training Premium)

- Rialto Re-entry Support Team – RREST (Police Liaison Premium)
- Dispatch Supervisor

3.4. OVERTIME/COMPENSATORY TIME

Sergeants, the Police Records Supervisor, the Emergency Dispatch Supervisor, the Executive Assistant to the Chief of Police, and the Crime Analyst Supervisor represented by the Rialto Police Benefit Association, Police Management Bargaining Unit, shall be paid at one and one half (1.5) times the employee's regular hourly rate for time worked in excess of the regular scheduled workday, when requesting overtime pay. Overtime is adjusted to the nearest ¼ hour for purposes of payment or posting to an employee's time record.

Sergeants, the Police Records Supervisor, the Emergency Dispatch Supervisor, the Executive Assistant to the Chief of Police, and the Crime Analyst Supervisor have the right to choose between compensatory time or cash payment at the rate of time and one-half, when working hours in excess of their work day or week. This does not restrict the City's right to schedule workweeks and workdays at the regular (straight time) rate.

Sergeants, the Police Records Supervisor, the Emergency Dispatch Supervisor, the Executive Assistant to the Chief of Police, and the Crime Analyst Supervisor who are represented by the Rialto Police Benefit Association, Police Management Bargaining Unit may accrue a maximum of 150 hours as compensatory time. Compensatory time is accumulated at one- and one-half times the employee's regular hourly rate. All hours in excess of 150 shall be paid in cash at the overtime rate.

Employees holding the rank of Police Captain or Lieutenant may not receive overtime pay. Police Captains and Lieutenants may receive overtime pay in extraordinary circumstances with permission of the Chief of Police and the City Manager. Police Captains and Lieutenants shall receive 140 hours, per fiscal year as paid Administrative Leave.

Administrative leave must be used in the fiscal year accrued or it shall be forfeited. Prior approval is required for the use of Administrative Leave.

For purposes of calculating entitlement to overtime (at time and one-half) on a daily basis, paid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to the following:

Holiday Leave	4850 Time
Sick Leave	Jury Duty
Administrative Leave	Bereavement Leave
Compensatory Leave	Military Leave
Workers' Compensation Leave	

Vacation leave shall not be excluded from total hours worked in calculating daily overtime.

3.5. COURT APPEARANCE PAY

Any employee entitled to paid overtime, when properly subpoenaed, who makes a court appearance in person or via telephonic or video conferencing during his/her off duty time shall receive overtime compensation for actual time in court, with a minimum three (3) hours' time.

3.6. ACTING PAY

Employees who are temporarily assigned to perform duties of a higher classification will be compensated for performing at the higher classification. As used herein, "temporary" is defined as the affected employee is in said position for less than twenty (20) consecutive working days in a higher classification.

After the 20th consecutive working day the affected employee will be compensated at either the bottom step of the higher classification or receive a five percent (5%) salary increase of his/her higher base salary, whichever is greater. This increase shall be effective on the date of assumption of the duties of the higher classification and terminate with the conclusion of the temporary assignment. In all cases the affected employee's supervisor in a detailed memorandum to the Police Chief shall note the dates of the starting and ending of "Acting Status."

3.7. LONGEVITY PAY

Employees with five to nine years of "cumulative" service credit under PERS in the field of law enforcement will receive longevity pay equal to three percent (3%) of his/her base salary. Employee's with ten (10) years of "cumulative" service credit under PERS in the field of law enforcement will receive longevity pay equal to six percent (6%) in total of his/her base salary.

In terms of reportable compensation to PERS: 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 income.

In terms of "public service experience" being reported to PERS; longevity pay shall also apply to members who have "cumulative" CalPERS "public service experience" in the field of law enforcement; however such public service pay shall not be subject to pensionable compensation pursuant to Title 2, Section 571 of the California Code of Regulations. Cumulative or "public service experience" equates to individuals, for example, whom have previously worked for the City of Rialto, separated at some point, and returned to the City as a lateral. This example will also apply to members whom have promoted amongst the ranks from a civilian (non-sworn) public safety classification to that of a sworn classification.

In order to properly administer this benefit please reference the following example:

New Hire joins the team with 16 years of service. Personnel Action Form should indicate longevity pay at 6 %. However, for the first five years with the City – the full 6% is not reported to PERS. Upon five-year anniversary 3% of the 6% is reported to PERS upon 10 years the full 6% is reported to PERS.

Employees are responsible for notifying the City of all CalPERS service time. Notification of all CalPERS service shall be submitted to Human Resources or the 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.

3.8. PROMOTIONAL PAY

Upon promotion safety personnel (as it applies for Sergeant to Lieutenant and Lieutenant to Captain) will receive a minimum increase of five percent (5%) in base salary or Step 6, whichever is greater. 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.

ARTICLE 4 INSURANCE PROGRAMS

4.1. LIFE INSURANCE

The City will pay the cost of dependent life insurance for life insurance coverage contracted by the City for all affected employees. Current benefit level is:

Employee	\$ 150,000
Spouse (or registered domestic partner)	\$ 10,000
Dependent children	\$ 5,000

4.2. LONG TERM DISABILITY

The City will pay one hundred percent (100%) of the premium for long-term disability insurance, based on the insurance plan in place as of January 1, 2016, for employees in the Unit.

ARTICLE 5 CAFETERIA BENEFIT PLAN

5.1. CAFETERIA BENEFIT

- A. Employees in the Unit shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.
- B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The cafeteria plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution, which is outlined in Section C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, and dental benefits provided through City plans. The employee may also choose to opt out provision of the cafeteria plan as outlined in Section D.

C. The City's contribution to the Cafeteria Plan to go towards the employee's contributions for health, vision, and dental insurance premiums shall be as follows:

- a. Sworn employees hired on or before June 11, 2018 shall receive One thousand, four hundred dollars (\$1,400) per month,
- b. Non-sworn employees hired on or before June 11, 2018 shall receive One thousand, three hundred dollars (\$1,300) per month.
- c. Effective June 12, 2018 All newly hired employees into the Rialto Police Benefit Association – Management Unit shall be provided a monthly cafeteria allowance up to One thousand, four hundred dollars (\$1,400) for sworn and One thousand, three hundred dollars (1,300) for non-sworn. Employee's not exhausting the allowance for medical insurance premiums will not receive a cash back difference.

D. Opt-out provision.

The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any of the health, vision, or dental benefits through the City, which said dollar amount is up to one thousand two hundred fifty dollars (\$1,250) for sworn employees hired on or before June 11, 2018, and up to one thousand two hundred dollars (\$1,200) for non-sworn employees hired on or before June 11, 2018.

Effective June 12, 2018 all newly hired employees into the Rialto Police Benefit Association – Management Unit electing to opt-out of medical coverage shall be provided a limited \$100.00 per pay period opt-out allowance for not using medical insurance.

Documentation is required to verify that the employee has obtained insurance outside of the City or is receiving insurance through his or her spouse's ('Spouse' includes registered domestic partners throughout this MOU so long as required by California law) plan before the employee may opt out. Employees may use some of the amount for benefits, with any remaining amount paid out to the employee.

5.2. DENTAL INSURANCE

This benefit is encompassed in Article 5 (Cafeteria Benefit Plan).

5.3. RETIREE HEALTH INSURANCE

The City shall contribute to the retired employees plan according to the following schedule:

	MONTHLY
EMPLOYEE ONLY	\$279.25/month
EMPLOYEE + 1	\$558.49/month
EMPLOYEE + 2 OR MORE	\$726.04/month

5.4. MEDICARE

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or “pick up” any such contribution. In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee.

5.5. HEALTH INSURANCE SAVINGS TRUST

During the term of this MOU, the parties agree to continue to meet and confer on the development, design, and implementation of a Health Insurance Savings Program.

ARTICLE 6 DEFERRED COMPENSATION

The City shall continue to sponsor a deferred compensation plan, which shall be available to employees on a voluntary basis.

Employees will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.

All employees will receive seven hundred fifty dollars (\$750) per month in deferred compensation.

ARTICLE 7 VACATION AND LEAVES

7.1. VACATION ACCRUAL ACCOUNTING

- A. No employee shall be granted vacation time he/she has not earned.

The vacation hour accrual cap is 600 hours. Employees who have 600 or more hours on the books will be cashed down to 560 hours. This cash out will occur as soon as it is administratively practicable. Employees who are denied vacation requests due to City staffing needs such that they reach the 600-hour ceiling will be cashed out up to 20 hours so that they do not lose potential future accrual.

- B. Vacation accrual will be determined by the employee’s number of years of service with a law enforcement agency as set forth below. The Human Resources Department shall certify the number of years of service via PERS, county or other retirement system.

- C. Vacation leave will be earned at the following rate:

Number of Hours Vacation Leave Earned on Anniversary

All Current Members within the Rialto Police Benefit Association – Management Unit as of May 12, 2020 (inclusive of the Executive Assistant to the Chief of Police)

will accrue at the rate of 10.50 hours per pay period – based upon an effective date of July 1, 2019.

New Members to the group, after May 13, 2020, shall accrue vacation time based upon the following schedule:

City Service Years	Hours Per Pay Period
0 - 1 Years	Zero accrual – 80 hours awarded upon completion of 365 days (2080 hours).
1 – 4 Years	6.00 Hours / pay period
5 – 10 Years	7.50 Hours / pay period
11 – 16 Years	9.50 Hours / pay period
17+ Years	10.5 Hours / pay period

- D. All unit members shall be eligible to cash out, or deposit into deferred compensation account, up to two hundred twenty (220) hours vacation leave time per fiscal year. 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. The cash out of vacation leave time will be at the employee's current salary rate.

As a clarification, 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 cash out rate shall include salary and special compensation but exclude overtime and cafeteria payments.

- E. During the term of this MOU, the parties agree to continue to meet and confer on the development, design, and implementation of a cost-effective citywide accrual program.

7.2. HOLIDAYS

- A. NON-SHIFT EMPLOYEES: The following holidays are observed:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	(2) Two Floating Holidays (20 Hours)

Employees shall be credited with ten (10) hours for each floating holiday on January 1 of each year, provided employees have completed six months service. If an employee has not completed six months service on January 1, then the hours shall be credited to the employee's holiday leave bank upon completion of six months service.

Non-shift personnel who do not accrue holiday leave shall be paid ten (10) hours for holidays on the day of observance. If a holiday falls on a "regular" day off, the employee shall take an

additional day off within the work week (the supervisor shall advise the affected employee(s) when to take the additional day off keeping in mind that adequate staffing is maintained). When a holiday falls on a scheduled work day, the employee shall be paid for ten (10) hours holiday and the employee must then use leave hours (vacation*, comp time, floating holiday hours) for balance of hours otherwise scheduled to work, or, the employee may make up hours within the work week.

Upon ratification, current unit members shall receive ten (10) hours of floating holiday. Beginning January 1, 2021, unit members will receive twenty (20) hours of floating holiday.

B. SHIFT EMPLOYEES: The following holidays are observed:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	(2) Two Floating Holidays (20 Hours)

Employees working on the above Holidays will be credited 10 hours "Holiday Time". Employees shall be credited with ten (10) hours for each floating holiday on January 1 of each year, provided employees have completed six months service. If an employee has not completed six months service on January 1, then hours shall be credited to the employee's holiday leave bank upon completion of six months service.

Shift personnel shall have the option of receiving ten (10) hours of straight time pay for holidays or accruing ten (10) hours of time off to be used within the following fifty-two (52) weeks. Hours accrued as time off shall be separate from accrued compensatory time off under overtime.

Per January 27, 2016 Side Letter Agreement, An employee at the 156 Hour Holiday cap shall be paid out as straight time in lieu of losing accruals. Verification of time off denial by the Chief of Police, or designee, is required.

Upon ratification, current unit members shall receive ten (10) hours of floating holiday. Beginning January 1, 2021, unit members will receive twenty (20) hours of floating holiday.

*Employees must be employed one year to be eligible to use vacation leave.

7.3. SICK LEAVE

A. SICK LEAVE ACCUMULATION

Sick leave is accumulated at the biweekly rate of 4.62 hours. This is equivalent to 120 hours per year. Time is charged against the employee's sick leave account on an hour for hour basis to the nearest quarter hour.

Employees may use accrued and available sick leave entitlement to attend illness for an 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. In one calendar year, employees may use an amount of sick leave not less than that which normally accrues to them during six months.

B. SICK LEAVE – CASH OUT

All employees with a minimum of three hundred and twenty (320) hours of accumulated unused sick leave in the bank shall be eligible to cash out up to eighty (80) hours pay. The employee may opt to take any increments of sick leave up to eighty (80) hours and at any time during the fiscal year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and twenty (320) hours. No more than eighty (80) hours may be cashed out in each fiscal year. The cash out of sick leave time will be 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.

An employee with ten (10) or more years of service with the City and with at least five hundred (500) or more hours of accumulated unused sick leave in the bank, may at his/her option cash out an additional fifty (50) hours to be placed into employee deferred compensation account. Such cash out shall be deducted from his/her accumulated sick leave.

C. SICK LEAVE PAY ON TERMINATION

1. At the time of separation from service, the employee shall receive compensation at his/her current hourly rate for the number of hours credited to him/her as accrued sick leave on his/her last actual day at the following rate with completion of years of cumulative service in the field of law enforcement:
 - 5 years of service - 50%
 - 10 years of service - 65%
 - 15 years of service - 75%
 - 20 years of service – 100%
2. In the event of a service-connected death, after five years of city compensated service, his/her estate shall be paid for one hundred percent (100%) of the accrued days at his/her regular rate at the time of death.
3. In the event of a non-service-connected death, after five years of city compensated service, his/her estate shall be paid based on the above years of service of the accrued days at his/her regular rate at the time of death.

7.4. BEREAVEMENT LEAVE

Any eligible employee who is absent from work by reason of death in the immediate family may be allowed a leave of absence with full pay. Such leave shall not exceed a total of five (5) cumulative working days (50 hours) in any fiscal year. Such leave shall not be deducted from the employee's sick leave. Such leave must be approved in advance and will be granted only in accordance with existing policies and practices. Immediate family includes spouse, registered domestic partner (so long as required by California law), (step-) father, (step-) mother, (step-) brother, (step-) sister, (step-) children, (step-) grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law of the employee. A maximum of three (3) cumulative days may be taken for leaves to attend funerals in the state, while a maximum of five (5) cumulative days (to a maximum of fifty hours) may be taken for leaves to attend out-of-state services.

7.5. ON-DUTY APPOINTMENTS

- A. City adheres to State Labor Code law regarding leave for on-the-job injuries.
- B. An employee has a choice of doctor and hospital on a work-related injury provided he/she has notified the City's Human Resources Department in writing of the doctor and hospital of his/her choice, subject to approval. If such notification has not been made, during normal business hours for non-life-threatening injuries, the employee will report to the City's current occupational health provider. However, if injuries occur outside of normal business hours, employee will report to the City's current occupational health provider's emergency room for treatment.
- C. IOD medical appointments during work hours for personnel on modified duty – An employee prescribed physical therapy from a work-related injury during working hours shall be granted time without the use of his/her personal time off.
- D. If the City agrees to any new worker's compensation processes with Local 3688 in their next MOU or Side Letter Agreement, the RPBA shall receive the same process.

ARTICLE 8 EXPERT WITNESS FEES

Civil and Criminal Cases

The fee commonly deposited with the City is forfeited to the City. Overtime shall be paid in the same manner as any other "Court Time".

In all cases a properly served subpoena is required, commanding the employee's presence at the court hearing.

ARTICLE 9 SELF IMPROVEMENT INCENTIVES BENEFIT ELIGIBILITY

The City and Association recognize the importance and desirability of creating self-improvement incentives to motivate employees to upgrade their skills and develop their careers throughout the department, resulting in mutual benefits to the employee and City. It is agreed by the parties that

these objectives can best be met through special training and continuing higher education. To this end, Professional Certificate, Educational, and Tuition Reimbursement incentives are established. Employees are eligible to receive Professional Certificate Incentive pay and either Educational Incentive or Tuition Reimbursement pay. The employee shall select either Educational Incentive or Tuition Reimbursement Incentive but shall not be eligible to receive both at the same time.

9.1. PROFESSIONAL CERTIFICATE INCENTIVE

A. 5.5% INTERMEDIATE INCENTIVE

A sworn employee who has attained the POST Intermediate Certificate is eligible for a five and one-half percent (5.5%) increase in base salary.

B. 5.5% NON-SWORN INCENTIVES

A non-sworn employee who is in the position of: (1) Emergency Dispatch Supervisor and has attained a POST Intermediate Certificate for the position is eligible for a five and one-half percent (5.5%) increase in base salary; (2) Police Records Supervisor and has attained a POST Records Supervisor Certificate is eligible for a five and one-half percent (5.5%) increase in base salary.

C. 11% ADVANCED INCENTIVE

A sworn employee who has attained the POST Advanced Certificate is eligible for an eleven percent (11%) increase in base salary.

D. 10% NON-SWORN INCENTIVE

An Emergency Dispatch Supervisor who has attained a POST Advanced Certificate for the position is eligible for a ten percent (10%) increase in base salary. Effective July 1, 2019, a Records Supervisor who has attained a POST Records Supervisor Certificate for the position is eligible for a ten percent (10%) increase in base salary.

E. 13.5% SUPERVISORY INCENTIVE

A sworn employee who has attained the POST Supervisory Certificate is eligible for a thirteen and one-half percent (13.5%) increase in base salary.

A non-sworn employee who has completed and satisfied a combination of education and training, equivalent to that which is required of a sworn member within this bargaining group in order to achieve a POST Supervisory Certificate, is eligible for a thirteen and one-half percent (13.5%) increase in base salary.

Non-sworn positions eligible for this incentive are those holding the titles of Emergency Dispatch Supervisor, Police Records Supervisor and Crime Analyst Supervisor. Subject to the discretion and approval from the Chief of Police whose decision is final and not subject to grievance.

F. 16% MANAGEMENT INCENTIVE

A sworn employee who has attained the POST Management Certificate is eligible for a sixteen percent (16%) increase in base salary.

G. 5% INCENTIVE FOR CRIME ANALYST SUPERVISOR

A non-sworn employee who is in the position of Crime Analyst Supervisor and has attained a Department of Justice Crime Analyst Certificate is eligible for a five and one-half percent (5.5%) increase in base salary. A Crime Analyst Supervisor who has completed the initial probationary period, attained and successfully maintains an IACA Certificate is eligible for another four and one-half percent (4.5%) increase in base salary. These increases are cumulative.

H. Except as noted above, the above increases are not cumulative.

I. Except as noted above, the salary increase shall become effective the first pay period following the receipt of the POST Certificate or other recognized Certificate by the Department.

9.2. TUITION REIMBURSEMENT

- A. Up to one thousand six hundred dollars (\$1,600) per fiscal year of expenses for tuition by employees covered under this MOU is available as follows:
 - 1. Tuition reimbursement for a grade “C” or better, up to a maximum of \$1,600 shall be reimbursable in any calendar year for certain college level classroom courses taken.
 - 2. Pass-Fail classroom courses will be treated as having received a grade of “C” if a mark of “Pass” is achieved.
- B. Classroom courses must be taken through an accredited college or university and must be job or degree goal related and must have the prior approval of department head. The department head’s determination as to job relatedness is not subject to administrative challenge.
- C. Reimbursement shall be payable only after successful completion of course(s).
- D. The purpose of this Article is to provide assistance to those seeking job related college level education. Those classes that are specifically related to or are in preparation for another profession are barred from consideration for reimbursement. It is the responsibility of the employee to demonstrate the job relatedness of any class where there is a concern as to the purpose of taking the class. No reimbursement consideration will be given for credit given by an institution solely for life experience. Home study, television, or mail order courses do not qualify for reimbursement under this Article.

- E. Effective the payroll period increased PERS contributions become active (as stated in Article 14, Section C), the maximum amount of tuition reimbursement per year shall be increased to \$2,500.

9.3. EDUCATIONAL INCENTIVE

- A. ASSOCIATES OF ARTS DEGREE: An employee who has attained an Associate of Arts or Science degree from an accredited college shall receive an additional three percent (3%) of his/her regular base salary.
- B. BACHELOR OF ARTS DEGREE: An employee who has attained a Bachelor of Arts or Science degree from an accredited college shall receive an additional five percent (5%) of his/her regular base salary.
- C. MASTERS OF ARTS DEGREE OR EQUIVALENT (JD/PHD): An employee who has attained a Masters of Arts or Science degree (or equivalent – including JD and/or PHD) from an accredited college shall receive an additional seven and one-half percent (7.5%) of his/her regular base salary.
- D. The purpose of this Article is to reward employees for their achievement of degrees in higher education. Degrees attained strictly based on life experience, home study, or from non-accredited institutions shall not be eligible for this incentive. Incentives are not cumulative with other degree incentives.
- E. This incentive will be applied following Human Resources/Risk Management Department or Chief of Police receipt of proof / degree verification. The burden of proof is on the employee. Proof of degree must be submitted to Human Resources or the 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/Risk Management Department or Chief of Police.

ARTICLE 10 [RESERVED]

ARTICLE 11 UNIFORM ALLOWANCE

Employees in the classifications of Police Sergeants, Police Lieutenants, and Police Captain are required to wear or maintain a department approved uniform as well as Civilian (Non-Sworn) Classifications; Emergency Dispatch Supervisor and Records Supervisor, as directed by the Chief of Police. Upon entry into the Rialto Police Department each sworn employee shall receive two police officer uniforms at City's expense consisting of:

- 2 (two) class "A" shirts, with the appropriate patches, and 2 (two) metal nametags;
- 2 (two) class "A" pants;
- 1 (one) uniform belt;
- 1 (one) uniform tie and tie bar;
- 1 (one) field jacket with appropriate patches and nametag.

The replacement of these items and any other uniform items not listed as, “safety equipment” shall be at the employee’s expense.

The below listed classifications shall receive a uniform allowance as follows:

Police Sergeants	\$1,600	Police Lieutenants	\$1,600
Police Captains	\$1,600	Records Supervisor	\$ 800
Emergency Dispatch Supervisors	\$ 800		

The uniform allowance is intended for use by the employee to replace worn and unserviceable uniform items. The uniform allowance shall be paid semi-annually (50%) in arrears with no receipts required.

Prorating of uniform allowance payments shall not occur. Affected employees in place on December 31 shall receive 50% of their yearly uniform allowance in the first pay period after June 30 of the following year. Employees in place on June 30 will receive 50% of the yearly uniform allowance in the first pay period following December 31. Employees who are not in place on the specified dates will not receive a uniform allowance payment until he or she has met the above requirements.

ARTICLE 12

STAFF/TAKE HOME VEHICLES

Departmental Captains and Lieutenants shall be allowed to take home a Police Department vehicle. One Detective Division sergeant, the sergeant assigned to the Scat Team (if subject to callout, at the discretion of the Police Chief, or designee) and Narcotics (undercover car), Traffic Division (vehicle) and Professional Standards Division shall be allowed take home Police Department vehicles.

Employees assigned to take home vehicles shall be allowed de minimis personal use of car because of being subject to on call status (as defined by the Internal Revenue Code).

ARTICLE 13

RECALL TIME

“Recall” and “call out” time shall be recognized as overtime, with a two (2) hour minimum. The minimum includes make ready time and travel time to and from the employee’s unit of assignment. This article is to include all members of this bargaining unit sworn or civilian who is entitled to paid overtime. Both recall and call out time are recognized when the affected employee arrives at his or her work assignment.

ARTICLE 14

RETIREMENT PLAN

14.1. RETIREMENT PLAN

Employees hired after January 1, 2013, who are “new members” (as defined in Government Code Section 7522.04(f), or its successor) shall be enrolled in the Public Employee

Retirement System: (1) 2.7 percent at 57 Plan for sworn members; and (2) 2 percent at 62 formula for non-sworn members.

For other employees, the City shall continue its contract with PERS for: (1) the 3 percent at age 50 retirement plan for sworn members; and (2) the 2.7 percent at age 55 formula for non-sworn members.

14.2. MILITARY BUY-BACK

The PERS contract is amended to include a military buy-back benefit. The cost of such buyback is to be borne by the employee.

14.3. CONTRIBUTION

Pursuant to Government Code Section 20516(a), The City shall contract with PERS for employee cost sharing as set forth below. All contributions made by bargaining unit members described below shall be in accordance with IRS Code Section 14(h)(2) (or any subsequent amendments to said IRS Code Section) whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt). As required by law, new members, as defined above, shall be required to pay 50% of the expected normal cost rate for their benefits. (This amount is 13% of reportable compensation for sworn members and 8% for non-sworn members as of January 1, 2013, but may change in future years based on rates calculated by PERS.) Sworn (Safety) members of the bargaining unit who are “classic members” will continue to contribute 9%, and an additional 3% towards employer cost-sharing for a total of 12% the first pay period following the necessary contract amendments with PERS, of their salary and non-sworn (Miscellaneous) classic members shall continue contribute 8 percent of their salary on a pre-tax basis.”

14.4. SINGLE HIGHEST YEAR BENEFIT

The City shall maintain the PERS contract retirement benefit to be based on the single highest year compensation for those who are not new members, as defined above. Pursuant to Government Code Section 7522.32, new members will receive a retirement benefit based on the highest average annual pensionable compensation earned by the member during a period of at least 36 months.

14.5. PERS COLA

The City shall contract with the PERS contract to provide a 4% COLA for retirees. This benefit is only applicable to safety employees and does not apply to miscellaneous employees.

14.6. EPMC

Employer Paid Member Contributions (EPMC) - The City will add the EPMC benefit effective January 1, 2010. For any employee retiring after January 1, 2010, the City will report as “compensation” for retirement purposes the Employer Paid Member Contribution of 9%.

ARTICLE 15 SAFETY EQUIPMENT

The City shall issue the appropriate safety equipment to all new employees depending on their classification with the department as follows:

Police Sergeant/Police Lieutenant/Police Captain

The following safety items shall remain the property of the Rialto Police Department at all times.

- Safety Vest, type III
- Ballistic Helmet w/face shield
- Sam Browne Gun Belt w/belt keepers
- Holster and Service Weapon (weapon as determined by Department)
- Appropriate Speed loaders w/leather case (for issued weapon)
- Handcuff s w/leather case
- ASP Baton w/leather case
- Pepper Spray w/leather case

The above listed Safety Equipment issued to the employee will be replaced as necessary when the equipment is worn, non-repairable or expired (as to useful shelf life) as determined by the appropriate Supervisor.

The following equipment shall become the property of the employee after one year of service. The responsibility for replacing these items resides with the employee.

- Rain Jacket or Rain Suit
- Metal Whistle

The following safety items shall remain the property of the Rialto Police Department at all times.

- Safety Vest, type III
- Sam Browne Gun Belt w/belt keepers
- Pepper Spray w/leather case

ARTICLE 16 SPORTS CENTER FACILITY

Employees, retirees and spouses shall be entitled to free membership in the City Sports Center Facility, entitling employees to use the facilities during normal operating hours as long as the City has Managerial control of the Sports Center Facility. Employees, retirees and spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

ARTICLE 17 EMPLOYER-EMPLOYEE RELATIONS ORDINANCE

The parties have agreed to a new Employer-Employee Relations Ordinance. It is the intent of the parties that RPBA continue to be able to represent both the Police Management Bargaining Unit and the Police General Unit.

ARTICLE 18 REOPENERS

- A. Salary: Either party may reopen regarding increases to salary.
- B. During the term of this MOU, the parties agree to continue to discuss classification and compensation of the unit.
- C. The parties agree to re-open the MOU during the term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities.
- D. Parties agree to discuss the schedule for Dispatch Supervisor in order to modify and review built in overtime liability moving forward.
- E. Reopener Requests. Request for reopeners must be in writing.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Definitions

- 1.1 A “grievance” is a written allegation by an employee within the bargaining unit alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency’s exercise of its authorities set forth in Article 20 Management Rights and Responsibilities of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, “complaints,” or otherwise, may be appealed to the Personnel Advisory board or to any other administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City, whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure. Challenges to written reprimands pursuant to Government Code Section 3304(b) shall be confined to an administrative appeal consisting of a meeting with the Chief of Police in accord with the substantive and procedural requirements of Skelly v. State Personnel Board.
- 1.2 Unless otherwise stated, a “day” is a day in which the City Hall is open for business.

- 1.3 “Representative(s)” – A representative is a member of the unit, union representative(s), or legal counsel who shall represent any party in interest at his/her election.
- 1.4 “Union” – Union means the union elected as the exclusive representative or designee thereof.
- 1.5 “Grievant” – Any unit member.

Section 2. Informal Meeting

Any unit member(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The unit member(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

Section 3. Formal Level I: Immediate Supervisor

- 3.1 In the event the grievance is not resolved at the informal meeting, within ten (10) days of the meeting, the grievant may submit the grievance as a formal written grievance to the immediate supervisor. If the grievant has not submitted a written grievance with this time period, the grievance will be deemed to have been resolved.
- 3.2 Within ten (10) days after receipt of a written grievance by the immediate supervisor, a personal conference with the other party shall take place at the request of either the grievant or the supervisor. Within fifteen (15) days after the receipt of the grievance, or ten (10) days after the date of the Level I meeting, whichever is later, the supervisor shall render a written decision to the grievant and shall transmit a copy to the Union.

Section 4. Formal Level II: Police Captain

- 4.1 If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within the designated time period, the grievant may forward the written grievance to the Police Captain within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the immediate supervisor, whichever is later.
- 4.2 Within ten (10) days after receipt of the written grievance by the Police Captain, a personal conference with the other party shall take place upon the request of either the grievant or the Police Captain. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level II meeting, whichever is later, the Police Captain shall render a written decision to the grievant and shall transmit a copy to the Association.

Section 5. Formal Level III: Department Head or Designee

- 5.1 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the designated time period, the grievant may forward the

written grievance to the Department Head or his/her designee within ten (10) days after the decision at Level II or twenty (20) days after the grievance was presented to the Police Captain, whichever is later.

- 5.2 Within ten (10) days after receipt of the written grievance by the Department Head, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level III meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.
- 5.3 In those cases where a “grievance” regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly v. State Personnel Board, the subject employee shall commence his/her grievance at this Level III. The proceeding before the department head or designee shall constitute both an exhaustion of the Level III grievance, and provision of any due process-mandated pre-deprivation proceeding.

Section 6. Formal Level IV: Arbitration

- 6.1 If the grievant is not satisfied with the disposition of the grievance at Level III, or if no decision is rendered within the designated time period, a grievant may forward a written grievance to the Director of Human Resources, proposing that arbitration be undertaken.
- 6.2 Said written grievance request for convening of arbitration shall be considered timely only if received by the Director of Human Resources no later than ten (10) days after service by the department head/designee of the Level III decision or twenty (20) days after the grievance was presented to the Department Head or designee, whichever is later. Said request for arbitration shall clearly state the provisions of the MOU and/or written rules, regulations or procedures affecting terms and conditions of employment, which have been allegedly violated. The arbitration proposal shall also set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim of an MOU/rule or regulation violation. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.
- 6.3 Within ten (10) calendar days of receipt by the Director of Human Resources of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable arbitrator. If said meeting either does not occur or if said meeting does not result in the selection of an advisory arbitrator, then within fifteen (15) calendar days of receipt by the Director of Human Resources of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential arbitrators be sent jointly to the grievant and to the City.
- 6.4 Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an arbitrator by means of alternate striking of names until one name remains. Said individual

shall be the arbitrator. Determination of which party shall make the initial strike shall be by lot.

- 6.5 Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.
- 6.6 The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than 120 calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.
- 6.7 In those arbitration proceedings, which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.
- 6.8 In those cases, regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:
 - 1) Does a preponderance of the evidence support a finding that misconduct did occur?
 - 2) If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?
 - 3) If yes, the discipline shall be sustained.
 - 4) If no, the discipline shall be subject to modification.
- 6.9 Hearing Administration:
 - 1) All arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than five (5) calendar days before the hearing, that the hearing be open.
 - 2) Subpoenas (no subpoenas duces tecum) shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.
 - 3) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a

finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

- 4) The hearing shall proceed in the following order:
 - (a) The department imposing discipline shall be permitted to make an opening statement.
 - (b) The appealing party shall then be permitted to make an opening statement.
 - (c) The department imposing disciplinary action shall produce the evidence on its behalf.
 - (d) The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.
 - (e) The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.
 - (f) Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the oral closing arguments followed by the employee. The department shall then have the right to reply.
 - (g) The orders of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

6.10 The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be binding in disciplinary cases, with the City Manager retaining jurisdiction to make a final determination in non-disciplinary grievances as set forth below.

6.11 With respect to non-disciplinary grievances only, within thirty (30) calendar days of the receipt of arbitrator's findings and recommendations, the City Manager shall adopt, amend, modify or reject, in whole or part, the arbitrator's findings and/or conclusions. Prior to making a decision which rejects or modifies in whole or in part, the findings and/or

recommendations of the arbitrator, the City Manager shall review the transcripts of the arbitration hearing. The City Manager shall not conduct a de novo hearing. The decision of the City Manager shall be administratively final and conclusive and is subject to the provisions of Code of Civil Procedure, Section 1085. Copies of the City Manager's decision shall be served on the grievant and the department and shall be filed, along with the arbitrator's recommendations and finding.

- 6.12 The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the City Manager or the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator, unless the arbitration arises in the context of the grievant's right to procedural due process. Nothing in this section shall be interpreted to require the grievant to individually pay for the administration of a Skelly hearing, or arbitration arising there from, where the grievant maintains such due process rights.
- 6.13 It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the department/City.
- 6.14 In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

Section 7. Formal Level V: City Manager or Designee

7.1 Subsequent to Level III (Where Advisory Arbitration is not Elected)

- 1) If the grievant is not satisfied with the disposition of the grievance at Level III, or if no decision is rendered within the designated time period of Level III, the grievant may forward the written grievance to the City Manager or his/her designee within ten (10) days after the decision at Level III or twenty (20) days after the grievance was presented to the Department Head or designee, whichever is later.
- 2) Within ten (10) days after receipt of the written grievance by the City Manager, a personal conference with the grievant shall take place upon the request of the grievant or the City Manager. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level III meeting, whichever is later, the City

Manager or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.

- 3) The decision of the City Manager shall be final and binding and is subject to the provisions of Code of Civil Procedure, Section 1094.6.
- 4) Copies of the City Manager's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Manager.

Section 8. General Provisions.

- 8.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.
- 8.2 Failure by the grievant to meet any of the specified timelines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal the next level of review.
- 8.3 The time specified, however, may be extended by mutual consent.
 - 1) The grievant is entitled to representation of his/her choice at any point in the grievance procedure.
- 8.4 Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this contract; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 8.5 Neither party shall take reprisals against any member of the Association, Association representative, management person, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 20 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Rialto Police Management Group recognizes the prerogative of the Rialto Police Department (employer) to operate and manage its affairs in all respects and in accordance with its responsibilities, and the powers of authority which the employer has not officially abridged, delegated, granted, or modified by this Agreement are retained by employer, and all rights, powers, and authority employer had prior to the signing of this agreement are retained by employer and remain exclusively without limitation within the rights of employer. It further agreed that the association and the City will follow the tenants contained in the Rialto Municipal Code 2.51.050.

Except as may be limited herein, the City of Rialto Police Department retains the rights in accordance with the constitution and laws of the State of California and the responsibilities and duties contained in the ordinances and regulations of the City of Rialto as follows:

- (a) To determine Rialto Police Department policies including the rights to manage the affairs of the Rialto Police Department in all respects;
- (b) To assign working hours, including overtime;
- (c) To direct the members of the Rialto Police Department, including the right to hire, promote, or transfer any employee;
- (d) To discipline, suspend or terminate any employee for good and sufficient cause;
- (e) To determine the organizational chart of the Rialto Police Department including the right to organize and reorganize the Rialto Police Department and the determination of job classifications and ranks based upon duties assigned;
- (f) To determine the safety, health, and property protection measures for the Rialto Police Department;
- (g) To allocate and assign work to all Employees within the Rialto Police Department;
- (h) To be the sole judge of the qualifications of applicants and training of new employees;
- (i) To schedule the operations and to determine the number and duration of hours of assigned duty per workweek;
- (j) To establish and enforce Rialto Police Department rules, regulations, and orders;
- (k) To introduce new, improved, or different methods and techniques of Rialto Police Department operations or change existing methods and techniques;
- (l) To determine the amount of supervision necessary;
- (m) To control the departmental budget;

It shall remain the responsibility and authority of the Rialto Police Department to take whatever actions may be necessary to carry out the mission of the City of Rialto in situations of emergency.

ARTICLE 21

NO STRIKE – NO LOCKOUT

21.1. PROHIBITED CONDUCT

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slow down, sick out, or any other job action by withholding or refusing to perform services.

- B. The City agrees that it shall not lockout its employees during the term of this Agreement. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

21.2. ASSOCIATION RESPONSIBILITY

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 21.1 above, “Prohibited Conduct,” the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of the MOU and unlawful, and they should immediately cease engaging in conduct prohibited in Section 21.1 above, “Prohibited Conduct,” and return to work.

ARTICLE 22 NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment as follows:

No person in the competitive service, or seeking admission thereto shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of race, sexual orientation, national origin, color, sex, physical handicap, religious belief, political opinions or affiliations.

An Affirmative Action Program is in effect in the City of Rialto, and it is the policy of the City of Rialto that only qualified persons available are selected for position assignments without prejudice or discrimination by reason of race, sexual orientation, color, sex, age, religious belief, political affiliation, or national origin.

It is agreed that the above language also-protects members involved in Association activities.

ARTICLE 23 SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

A. It is the intent of the parties hereto that the provisions of this MOU shall, except as herein provided, supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder except as provided otherwise herein. This MOU is not intended to conflict with Federal or State law.

B. The parties acknowledge that the City Council will adopt this agreement by resolution which will be known as the Personnel Resolution and to the extent that the Personnel Resolution

is not specifically inconsistent with this Agreement, said Resolution shall remain in full force and effect during the life of this MOU.

ARTICLE 24

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

Except as provided herein, during the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment. The parties may by mutual agreement in writing agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 25

SAVINGS CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU, full force and effect. Upon the issuance of a decision declaring any section of this MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer immediately concerning only those sections.

ARTICLE 26

CONTRACTING OUT

During the term of the MOU, the City will not contract out any basic police services (such as patrol, detective, and dispatch services) or civilian police business (Records, Dispatch, Administration, Crime Analysis) not otherwise contracted out at the current time, without either RPBA approval or voter approval.

ARTICLE 27

[RESERVED]

ARTICLE 28

LAYOFF PROCEDURES

When the City anticipates employee layoffs due to financial needs, work force reduction or job classification elimination the City will make every effort to work with the Association and the affected unit members to retain said employee(s).

Retention shall be via a voluntary demotion or transfer to another classification for which the affected employee meets the minimum qualifications. The employee's association shall be given a minimum of two (2) weeks' notice before such lay off is to take place to discuss such matters as to the timing of lay off and the identity of the affected employee(s). Voluntary demotion or transfer may be made from the Management unit to areas within the General unit.

Management shall determine the classification of the employee(s) and numbers of employees to be laid off. The order of layoff within the affected classification(s) shall be as follows:

- 1) Contract Employees
- 2) Probationary Employees
- 3) Permanent Employees

Employees to be laid off first shall be those employees considered as “contract employees”. The term “Contract Employee” as used within this agreement shall be construed to mean those employees that are not considered probationary or permanent city employees.

If further layoffs beyond those employees identified as contract employees should be needed, then those employees considered as “probationary employees” shall be laid off next. The term “Probationary Employees” as used within this agreement shall be construed to mean those employees that have not yet attained permanent employment status with the City.

If further layoffs beyond those employees identified as contract or probationary employees should be needed those employees to be laid off shall be based on seniority within the classification or rank. The term “Seniority” as used within this contract shall be defined as total time the employee has served in the position. A bumped down employee becomes the most senior person in the new classification.

Affected unit members shall be offered (1) transfer in lieu of layoff or (2) voluntary demotion in lieu of layoff (example: clerical to dispatch, community service officer to clerical, etc.) for which he/she meets the minimum requirements for that position within the Police Department for which a vacancy exists.

Should vacant positions not exist within the Rialto Police Department, the City and Association, working together with other employee bargaining units within the City, shall attempt to identify those vacant positions that the affected employees would qualify for if he/she meets the minimum requirements for that position.

If the affected employee chooses not to accept a transfer or demotion in lieu of layoff then employee will be placed on a re-employment list for a minimum of one (1) year. Members on the re-employment list shall be re-employed within their former classification and at their former salary step when positions become vacant irrespective of whether or not a current eligibility list has been established. Placement on the re-employment list shall be based on Department seniority as defined within this article.

ARTICLE 29 UNIT DEFINITION

The following classifications are represented by the Rialto Police Benefit Association, Police Management Bargaining Unit*:

Police Captain	Police Lieutenant
Police Sergeant	Police Records Supervisor
Crime Analyst Supervisor	Emergency Dispatch Supervisor
Executive Assistant to the Chief of Police	

Classifications within the bargaining unit may be changed, added or deleted based upon mutual agreement by the parties or upon action by the City Council.

ARTICLE 30
MAINTENANCE OF EXISTING BENEFITS

All wages and benefits as provided in this Agreement shall remain in full force and effect during the entire term of this MOU and until a subsequent MOU is in effect.

ARTICLE 31
ALTERNATIVE DISPUTE RESOLUTION FOR WORKER'S COMPENSATION

The City agrees to work with the Rialto Police Benefit Association, Police Management Bargaining Unit to implement a new alternative dispute resolution plan for worker's compensation issues.

ARTICLE 32
ASSOCIATION RIGHTS AND RESPONSIBILITIES

The City agrees to recognize Association Representatives for the purpose of representing employees on all matters relating to the administration of this MOU.

The City shall not take any retaliatory, punitive, disciplinary or other types of actions including removal or denial of special assignments or promotion against any Association member for his/her participation in Association activities or activities relating to the enforcement or representation of this MOU.

Due to the unique work schedules of employees assigned to Law Enforcement work, the City Agrees to allow members of the RPBA Executive Board time off if on duty to attend a regularly scheduled monthly Board meeting. The affected RPBA Executive Board member shall notify his/her immediate supervisor in writing no less than seven (7) calendar days prior to the scheduled meeting.

The City agrees to grant a reasonable amount of release time (if on duty) for Association members of the Negotiating Team and/or the Executive Board for "Meet and Confer" sessions between the City and the Association for the purposes related to the administration of this MOU as required. In the Chief of Police's (or his designee's) sole discretion, he may grant paid time off of up to 350 hours per year for Association board members to utilize to handle Association business and training as staffing allows. All paid time off for association business shall be documented and appropriately coded on the employee's timesheet for accounting purposes.

Employees shall have the right to select an Association Representative of his/her choice, without interference, intimidation or fear of reprisal from Management or Professional Standards employees.

The Association may distribute literature to employees before or after normal work hours any time with prior approval of the Department Head or designee.

The Association may use existing organization bulletin boards to post Association information and materials. Such materials will be dated and initialed by the individual posting the materials.

Absent such date or initials the materials will be deemed unapproved and will be removed as soon as possible by the Association.

The Association shall print sufficient copies of this MOU to supply a copy to each unit member. Additionally, the Association will print sufficient copies for management's use.

ARTICLE 33
MEMBERSHIP IN THE RIALTO POLICE BENEFIT ASSOCIATION
(RPBA)

The City hereby agrees to the following membership criteria for eligible employees:

Existing members of the RPBA and those who thereafter become members shall remain as members in good standing of the RPBA for the duration of this Agreement.

Eligible employees who are not members of the RPBA as of July 1, 2001, will retain the right to choose whether or not to become members. Should eligible employees elect to become members after July 1, 2001, they shall remain members in good standing for the duration of this contract.

All individuals hired on or after July 1, 2001, shall become members of the RPBA and complete a dues deduction sheet on the first day of employment with the City. The newly hired employee will maintain basic membership with the RPBA.

An employee who was not a member prior to July 1, 2001 and chooses not to become a member of the RPBA shall be subject to an appropriate service fee for mandated Association services. The "service fee" shall be determined and set by the Executive Board during the month of January of each year. Such service fee shall be deducted by the City Payroll Unit, upon submission of a payroll deduction sheet from the Association for each non-member.

The City agrees to deduct specified sums of money from each member's bi-weekly paycheck per the payroll deduction sheets submitted.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the RPBA as a condition of employment. The employee will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee from one of the following three organizations: (1) American Heart Association; (2) American Cancer Society; or (3) Red Cross of America. Proof of the payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the RPBA.

This Agreement shall become effective upon ratification by the City Council and the Association.

FOR THE CITY:

Rod Foster
City Manager

Dated: _____

FOR THE ASSOCIATION:

Dieter Dammeier
Authorized Legal Representative

Dated: _____

Richard Royce, Sergeant
President

Dated: _____

Jennifer Krutak, Crime Analyst Supervisor
Unit Member / Witness

Dated: _____