

**MEMORANDUM
OF
UNDERSTANDING**
BETWEEN



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

The following provisions constitute the agreements reached by representatives of the City of Rialto (**City**) and the Rialto Police Benefit Association, Police General 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 Association has as its purpose the promotion of harmonious labor relations between the City and Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment including health and safety.

Therefore, the City and the Association agree that subject to adoption and implementation by the City Council of the City, the wages, work 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. The previous agreement represented via Tentative Agreement from August 1, 2016 to June 30, 2019 is also reflected here.

**ARTICLE 2
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 3

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.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Association 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 is further agreed that the association and the City will follow the tenets 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 and regulations promulgated thereunder 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 5 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 employee's 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 employee's 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 6 OTHER PAY

6.1. SHIFT DIFFERENTIAL PAY

There shall be a two and one-half (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. All 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 the 2.5% shift differential for their entire work shift. This shift differential pay shall be provided for any shift, regardless of overtime, an otherwise worked shift, or the employee's regular schedule.

6.2. 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 one hundred dollars (\$100) 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.

6.3. MOTOR PAY

Officers/Corporals who are regularly assigned duties as a Traffic Motor Officer (Motorcycle Patrol Premium) shall receive special assignment pay in the amount of five percent (5%) increase in base salary. This base salary increase will compensate the Motor Officer for time spent on maintenance and general care necessarily involved with the assignment as a Motor Officer and is considered PERSable income. This special assignment pay shall remain in effect as long as the Officer is assigned as a Traffic Motor Officer. This provision is for the purpose of the requirements of the FLSA.

6.4. ACTING STATUS PAY

Employees who are temporarily assigned to perform duties of a vacant higher classification will not be compensated based on the higher classification.

As used herein, “temporary” is defined as a circumstance where the affected employee is in said position for less than eighty (80) consecutive working hours in a higher classification.

After the 80th consecutive working hour, the affected employee will be compensated at either the bottom step of the higher classification or five percent (5%) of his/her base salary, whichever is greater.

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. 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

Police Officers and Corporals certified as Field Training Officers (FTO) [Training Premium] or assigned to Street Crime Attack Team (SCAT) [Gang Detail Assignment Premium], Traffic [Traffic Detail Premium], Narcotics [Narcotics Division Premium] and School Resource Officers [Police Liaison Premium] shall be compensated at a rate of three percent (3%) of their base salary

during the term they are assigned. Only the listed units will be affected with the 3% compensation rate during the term of this Agreement.

Detectives [Detective Division Premium], (Police Officers and Corporals), shall be compensated at a rate of three percent (3%) of their base salary during the term they are assigned. The purpose of this article is to establish a means of compensation for the expectation of being available by telephone or beeper during their off-duty hours formally called “on- call by beeper.” Only assigned detectives will be affected with the 3% compensation rate during the term of this Agreement.

Traffic officers assigned to the Major Accident Investigations Team (MAIT) and all Officers or Corporals assigned to the investigations unit shall be compensated ten (10) hours of on-call time for every week that they are assigned “First Up” on-call.

Traffic and Investigations personnel who are “first up” on-call shall be provided a city vehicle to take home ONLY during their on-call period. No other personnel will be allowed to take home any assigned city vehicle, at any time, without first obtaining permission from their immediate supervisor or division commander.

Police Officers and Corporals assigned to Special Weapons Attack Team (SWAT) duties shall be compensated at a rate of three percent (3%) of their base salary during the term they are assigned. 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.

Police Officers and Corporals assigned to the Rialto Reentry Support Team (RST) (aka Community Outreach Liaison) [Police Liaison Premium] shall be compensated at a rate of three percent (3%) of their base salary during the term they are assigned, up to two (2) employees.

6.7. CANINE OFFICERS, IN-SERVICE TRAINING AND PAY

Police Canines and their handlers require ongoing and consistent “In-Service” training. Canine Officers and their Canines shall be scheduled for a minimum of four (4) hours per work week for “In-Service” training. Any additional time incurred by the Canine Officer for emergency or scheduled medical care of the Police Service Canine or required mandatory training will be treated as regularly worked overtime.

Canine Officers [Canine Officer/Animal Premium] shall receive special assignment pay in the amount of a five percent (5%) increase in base salary. This base salary increase will compensate the Canine Officer for time spent on grooming, feeding and general routine care. Those officers permanently assigned as Canine Officers shall receive this special assignment pay while so assigned. The parties agree that this provision is for the purposes of compliance with the FLSA.

6.8. LAW ENFORCEMENT TECHNICIAN CERTIFICATE PAY

A unit member that is certified as a Certified Crime Scene Investigator or Certified Property & Evidence Specialist shall be compensated at the rate of four percent (4%) of base salary. A Certified Crime Scene Analyst or Crime Scene Reconstructionist shall receive six and one-half percent (6.5%) of base salary. The parties agree that this pay is not PERSable income.

6.9. OVERTIME

Overtime shall be paid to employees in accordance with the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for hours worked (except as set forth below) to an employee in excess of 160 hours in a 28-day work period (partial 7(k) exemption). In addition, overtime will be paid if the Employee is required to work outside his/her regularly scheduled shift. The paid overtime rate shall be one and one-half times the Employee's hourly rate. Overtime is credited in quarter-hour increments with a full quarter-hour credited if eight minutes or more of the period is worked.

At the employee's discretion, when eligible for overtime payments they shall be paid either in cash or compensatory time for time worked in excess of the regularly scheduled workday. Overtime is adjusted to the nearest ¼ hour for the purposes of payment or posting to an employee's time sheet.

A workday for employees shall commence at the start of the employee's shift and end 24 hours later. When an employee's shift assignment is changed the employee's, new workday will be established on the day commencing with the shift assignment.

For the purposes of calculating entitlement to overtime on a daily basis, paid leaves of absences generally shall be excluded from the total hours worked each scheduled workday. The following paid leaves of absences shall not be considered in calculating overtime:

Administrative Leave	Workers' Compensation Leave	Military Leave
4850 Time	Bereavement Leave	

In instances where compensatory leave and court overtime pay are in conflict, the employee must establish that the compensatory leave was approved prior to receipt of the subpoena to receive overtime pay.

What to do when an officer calls in sick on a court appearance day

When an officer calls off sick, and has been subpoenaed for that same day, he/she shall not be allowed to collect overtime for the appearance. The only exception to this is if the officer's normal shift schedule is different from that of the court subpoena time such as graveyard or cover shift.

When an officer calls off sick and has been subpoenaed for court that same day, it will be the officer's responsibility to notify the On-Duty Watch Commander as well as the court. The officer must then request permission from the court. Once the officer returns to work, a memorandum will be forwarded to the officer's supervisor advising the person who granted the absence as well as the case and time this was given.

- Officers who have been subpoenaed **must** show up to court, unless permission is specifically granted by the court.

6.10. COURT APPEARANCE PAY

Any employee of this unit who, when properly subpoenaed, 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.

6.11. LONGEVITY PAY

Employees with five to nine years of "cumulative" service credit 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 in the field of law enforcement will receive longevity 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 special compensation or pensionable compensation pursuant to Title 2, Sections 571 and 571.1 of the California Code of Regulations. Cumulative of "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 include longevity pay at 6%. However, for the first five (5) 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 of 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 the Police Chief.

ARTICLE 7 WORK SCHEDULES TRADITIONAL AND COMPRESSED

Definitions

For the purposes of this MOU a compressed workweek is defined as any schedule that is different from a traditional workweek of 5 workdays of 8 or 8 1/2 hours per day. The workweek may be a 4-10, 3-12 or a flex schedule where 80 hours are worked within any given Rialto City pay period.

A traditional work schedule is defined as one that is designed to have 5 workdays of 8 or 8 1/2 hours per day work as its workweek of forty (40) hours.

Management, based on departmental needs, available resources and personnel available shall determine all work schedules. Any changes in the existing schedules shall be handled via the meet and confer process between the RPBA and Police Department Management and City Administration. Any changes agreed upon during a meet and confer process shall be contained in an addendum to this MOU.

Both parties have agreed to return to meet and confer regarding moving additional employees to the 4/10 schedule if the Chief recommends doing so.

ARTICLE 8 COMPENSATORY TIME MAXIMUM ACCRUALS

An employee may accrue a maximum of one hundred twenty hours (120) of "Compensatory Time".

If overtime hours worked and claimed towards compensatory time causes such compensatory balance to exceed the maximum balance, such hours shall be paid in cash at the current overtime rate.

ARTICLE 9 INSURANCE PROGRAMS

9.1. CAFETERIA BENEFITS

- 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, vision, and dental benefits provided through City plans. Any amount not used to purchase such benefits shall be taken by the employee in cash or in deferred compensation. The employee may also choose to opt out 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 – General 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. Employees' 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 – General 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.

9.2. 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

9.3. DENTAL INSURANCE

This benefit is encompassed in Article 9 (Cafeteria Benefit Plan).

9.4. RETIREE HEALTH INSURANCE

Retired Employees - Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current PERS health benefits.

The effective date will be the first day of the second month following the month in which the resolution is filed (date stamp received) in the office of the Public Employees' Retirement System.

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

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by PERS to be eligible for this benefit.

9.5. SOCIAL SECURITY

In the event that the City and its employees are required to participate in the federal Social Security Program, the contribution designated by law to be the responsibility of the employee, shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

9.6. 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.

9.7. 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 10 VACATION AND LEAVES

10.1. VACATION ACCRUAL ACCOUNTING

No employee shall be granted vacation time the employee has not earned. Employees should generally be employed one year to be eligible to use vacation time.

All unit members may accrue a maximum of 500 hours of vacation time. No hours in excess of 500 will be accrued or paid to the employee. The cash out provision for unused vacation time is addressed under the “Vacation Cash Out Benefit” in this MOU.

Vacation leave will be earned at the following rate:

Number of Hours Vacation Leave Earned on Anniversary.

City Service Years	Hours/ Pay Period
0 -1	80 Hours Upon completion of 365 Days / 2080 Hours*
1 – 4	6.00 / pay period
5 – 10	7.50 / pay period
11 – 16	9.50 / pay period
17+	10.50 / pay period

*0-1 Years based accruals effective as of May 27, 2020 – and those employees hired after effective date. Current employees within 0-1 years, will accrue based on current accrual rate.

Vacation Cash Out Benefit

Employees shall be eligible to cash out up to one hundred eighty (180) hours of vacation and/or sick leave time, combined, per year. The cash-out may be taken in any increment amount up to 180 hours and 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 at the time of the cash out. The cash out of vacation leave time will be at the employee’s current base salary rate. (See Sick Leave Buyback below.) The cash out rate of 180 hours is limited only to the July 1, 2019 – June 30, 2021 MOU and shall automatically end on June 30, 2021. Thereafter, the prior cash out rate of 200 hours shall be reinstated, unless otherwise negotiated as part of a successor MOU.

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.

Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling will be cashed out up to twenty (20) hours so that they do not lose potential future accrual.

10.2. HOLIDAYS

The following holidays shall be observed for the purpose of accrual:

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

Each unit member shall accrue a maximum of 156 hours per year of "Holiday Time". Employees may roll over up to two floating holidays from year to year. Each member shall accrue hours of "Holiday Time" each January 1st, as floating holiday time. Each holiday noted above shall accrue ten (10) hours of "Holiday Time" when worked or when an observed holiday falls on a regular day off. "Holiday Time" may be taken off as accrued with the written approval of an appropriate supervisor.

Every employee may accrue a maximum balance of one hundred fifty-six (156) hours of "Holiday Time", which must be taken prior to December 31, of the following calendar year. Per February 18, 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.

Reduction of accrued holiday time will be on the first-in, first-out method. Floating holiday time will be used first. Unused floating holiday time shall not be paid.

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. Verification of time off denial by the Chief of Police, or designee, is required.

10.3. SICK LEAVE

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. There is no maximum accrual balance on this benefit.

Employees may use accrued and available 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 of 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.

Sick Leave Buyback Program

Employees shall be eligible to cash out up to one hundred eighty (180) hours of vacation and/or sick leave time, combined, per year. The cash-out may be taken in any increment amount up to 180 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 one hundred eighty (180) hours. The cash out of sick leave time will be at the employee's current salary rate. 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. The cash out rate of 180 hours is limited only to the July 1, 2019 – June 30, 2021 MOU and shall automatically end on June 30, 2021. Thereafter, the prior cash out rate of 200 hours shall be reinstated, unless otherwise negotiated as part of a successor MOU.

Sick Leave Balance Pay Off Benefit

<u>Years of City Service</u>	<u>Percentage to be Paid</u>
5 years	35%
10 years	55%
15 years	65%
20 years	100%

10.4. FAMILY/BEREAVEMENT LEAVE

Employees shall be allowed a maximum of forty (40) hours' time off with pay by reason of death or serious illness in the immediate family and will not be charged against any accumulated leave balances.

Any eligible employee, who requests absence from work by reason of Death or Serious Illness in the immediate family as described above, shall be allowed a leave of absence with full pay not to exceed forty (40) hours per occurrence in any calendar year. A maximum of three (3) consecutive days may be taken for funerals in state and five (5) consecutive days may be taken for funerals out of state.

The definition of "immediate family" shall include Husband, Wife, Registered Domestic Partner (so long as required by California law), (Step-) Mother, (Step-) Father, (Step-) Brother, (Step-) Sister, (Step-) Children, (Step-) Grandparents, (Step-) Mother-in-Law, (Step-) Father-in-Law, (Step-) Brother-in-Law and (Step-) Sister-in-Law.

To minimize abuse of this benefit, the Department Head or his designee will carefully investigate the circumstances of each request.

ARTICLE 11 EXPERT WITNESS FEES

Civil and Criminal Cases

The witness 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 12 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 as provided in this article. The employee shall select either Educational Incentive or Tuition Reimbursement Incentive but shall not be eligible to receive both at the same time.

The purpose of this article is to afford the employee the opportunity to choose between receiving tuition reimbursement pay or the educational incentive pay. Employees will have the opportunity to select between these two choices as their educational goals are being achieved.

Employees will not be able to change between these choices for a twelve (12) month period. An employee who selects to use tuition reimbursement will be unable to change to the educational incentive until a twelve (12) month period has elapsed. The twelve (12) month period for tuition reimbursement starts the first day an employee attends school after requesting it.

In all cases the Professional Certificate Pay will continue.

12.1. TUITION REIMBURSEMENT

- A. Up to two thousand five hundred dollars (\$2,500) 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 \$2,500 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 the 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.

12.2. 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. MASTER'S DEGREE OR EQUIVALENT (JD/PHD): An employee who has attained a Master's 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. These educational incentives are not cumulative.
- E. The incentive will be applied following Human Resources or the Police Chief's receipt of verification. The burden of proof is on the employee. Proof of degree must be submitted to Human Resources or the Chief of Police 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 to the Chief of Police.

12.3. POST CERTIFICATE INCENTIVE

All sworn employees who have attained the POST Intermediate Certificate shall be eligible for a three percent (3%) increase in base salary. The salary increase shall become effective based on the date of the awarding of the certificate by POST. This may cause retroactive payment to the date the department certifies eligibility for the POST certificate.

All sworn employees who have attained the POST Advance Certificate shall be eligible for a five percent (5%) increase in base salary, this pay is cumulative. The salary increase shall become

effective based on the date of the awarding of the certificate by POST. This may cause a retroactive payment to the date the department certifies eligibility for the POST certificate.

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.

12.4. POST CERTIFICATION FOR DISPATCH

Civilian personnel who obtain the intermediate Public Safety Dispatcher POST Certificate shall receive a two and one-half percent (2.5%) increase in their base salary while assigned to dispatch or a five percent (5%) increase in their base salary for an advanced Public Safety Dispatcher POST Certificate while assigned to dispatch.

Civilian personnel who obtain the Communication Training Officer POST Certificate shall receive a three percent (3%) increase in their base salary while assigned to dispatch.

12.5. CRIME ANALYSIS CERTIFICATION

A non-sworn employee in the position of Crime Analysis Assistant whom has attained a Department of Justice Crime Analyst Certification and/or IACA Certificate shall be eligible for a five percent (5%) in base salary – subject to the final approval from the Chief of Police whose decision is final and not subject to grievance. The parties agree that this pay is not PERSable income.

12.6. PROMOTIONAL EXAMINATIONS

An employee may submit for time off to participate in the promotional examination (written and or oral) to be taken while on duty. The request must be submitted at least two (2) days prior to the examination. Permission to participate in the examination on duty must be with the approval of the Chief of Police or his designee.

If the employee's regularly scheduled work shift ends within eight (8) hours of the start time of the scheduled promotional examination, that employee may be allowed use up to eight (8) hours of any accumulated time off prior to the start of the promotional examination process.

ARTICLE 13 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.

Employees in the unit employed for five (5) years or more, effective January 1, 2016, are eligible for this benefit. All eligible employees will receive a flat monthly amount of three hundred dollars (\$300) contributed in their behalf by the City.

Employees in the unit employed for ten (10) years or more, effective January 1, 2016, are eligible for this benefit. All eligible employees will receive a flat monthly amount of six hundred (\$600) contributed in their behalf by the City.

These amounts are not cumulative.

ARTICLE 14 UNIFORM ALLOWANCE

Employees in the following classifications are required to wear and maintain a department approved uniform. Accordingly, the following classifications shall receive a uniform allowance as follows:

Police Corporal	\$1,600
Police Officer	\$1,600
Animal Control Officer	\$1,600
Law Enforcement Technician	\$1,600
Emergency Dispatcher I & II, and Lead	\$ 800
Police Records Assistant I, II, and Lead	\$ 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.

The prorating of payments shall not occur. Affected new employees in place on December 31 of the previous year will receive a full uniform allowance on July 1, of the following year. Affected new employees in place on June 30 of the current year shall receive a full uniform allowance on December 31, of that year. Employees who are not in place at the specific date will not receive uniform allowance until he or she has worked the required time.

ARTICLE 15 RECALL/CALL OUT 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 and civilian.

Both recall and call out time are recognized when the affected employee responds to his or her work assignment and contacts the appropriate supervisor. Contact of the appropriate supervisor shall be done as soon as the affected employee arrives at his/her work assignment.

ARTICLE 16 RETIREMENT PLAN

PERS 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% at 57 Plan for sworn members; and (2) 2% at 62 formula for non-sworn members.

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

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.

Military Buy-Back Benefit

The City shall maintain the Public Employees Retirement System contract to include a military buy-back benefit. The cost of such buyback is to be borne by the employee.

Single Highest Year Benefit

The City shall maintain the Public Employees Retirement System contract to include the single highest year benefit instead of the average of three year’s benefit for non “new members”. 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.

Public Employees Retirement System COLA for Safety Employees

The City shall maintain the contract the Public Employees Retirement System to provide a four percent (4%) cost of living allowance (COLA) for retirees.

ARTICLE 17 SAFETY EQUIPMENT

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

Police Officer / Police Corporal

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

Law Enforcement Technicians/Animal Control Officer

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

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

ARTICLE 18 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 19 [RESERVED]

ARTICLE 20 INDUSTRIAL LEAVE OF ABSENCE

- 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 21 GRIEVANCE PROCEDURE

21.1. DEFINITIONS

1. A "grievance" is defined as a written allegation by the Association or 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, written policies and procedures affecting the terms and conditions of employment, including disciplinary appeals unless excluded herein. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth under – "**Agency Authority**" - in this MOU.

2. 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 any administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change policies of the City, whether they be written or otherwise codified. 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 3304(b)

shall be confined to an administrative appeal consisting of a meeting with the Chief of Police in accordance with the substantive and procedural requirements of Skelly v. State Personnel Board.

3. A “business day” is defined as a day in which the Rialto City Hall is open for business.
4. A “Representative” is defined as a person who represents a grievant. This person may be any member of the employee bargaining unit, a designated Association Representative or legal counsel who serves at the pleasure of the grievant.
5. “Association” is defined as the legal entity elected to be the exclusive representative of the employee group.
6. A “Grievant” is defined as an association member or the Association who is seeking redress for action(s) or omissions made by supervision or management, which adversely affects a member, or the Association.

A grievant is entitled to representation at his/her expense at any point in the formal grievance procedure. A grievance may be presented at any time. Notification of a filing of a grievance or its outcome to the Rialto Police Benefits Association is solely the responsibility of the grievant.

The following procedure shall be used when filing a grievance.

21.2. INFORMAL RESOLUTION

A grievance shall attempt to be resolved informally through the grievants immediate supervisor. It shall be the unit member(s) option to have a representative present with him/her at this informal resolution meeting. A request for an informal resolution meeting shall occur within ten (10) calendar days after the occurrence of the act or omission giving rise to the grievance or ten (10) calendar days from such time as the grievant knew or reasonably should have known about the act or omission, whichever is later.

The immediate supervisor shall prepare a written response to the grievance within ten (10) business days after the informal resolution meeting. The written response shall include the supervisor’s findings and a detailed outline of the recommendations or actions taken, if any.

21.3. FORMAL RESOLUTION

LEVEL I: EXECUTIVE LEVEL (or designee)

In the event the grievance is not resolved at the informal meeting, within ten (10) calendar days after date of such informal meeting, the grievant shall submit a written grievance to the Police Captain. If the grievant has not submitted a written grievance within this designated time period, the grievance shall be deemed to have been resolved. In the event a grievance is forwarded to the Police Captain, the Police Captain will determine which departmental executive or manager will handle the grievance.

Within ten (10) calendar days of the filing of the written grievance to the Police Captain a meeting shall be set between the grievant and the departmental executive or manager directed to handle the

grievance. This meeting will be set at a mutually agreed upon time and place. Within fifteen (15) business days after receipt of grievance, or ten (10) business days after the date of the Level I meeting, whichever is later, the department executive or manager shall render a written decision to the grievant.

21.4. FORMAL LEVEL II:

DEPARTMENT HEAD OR DESIGNEE

If the grievant is not satisfied with the disposition at the Formal Level I, 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. This must be accomplished within ten (10) calendar days after the Formal Level I decision has been rendered or upon expiration of the level I reply date.

Within ten (10) business days after receipt of the written grievance by the department head, a meeting between the grievant and the department head or his designee shall be scheduled. Within fifteen (15) business days after the meeting the department head or his/her designee shall render a written decision to the grievant.

In those cases where a “grievance” regards a disciplinary proceeding which is both subject to grievance procedures and which constitute 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 their grievance at Formal Level II. The proceeding before the department head or designee shall constitute both an exhaustion of the Formal Level II grievance, and the provision of any due process-mandated pre-deprivation proceeding.

21.5. FORMAL LEVEL III:

ARBITRATION

Binding Arbitration shall be available for the following disciplinary actions: termination, reduction in rank and suspensions.

If the grievant is being terminated, reduced in rank or receives a suspension and is not satisfied with the disposition of the grievance at Formal Level II, the grievant may forward the written grievance to the Human Resources/Risk Management Director, or designee, requesting that “Binding Arbitration” be undertaken.

A request for convening of Arbitration shall be considered timely only if the Human Resources/Risk Management Director, or designee receives it no later than ten (10) calendar days after service by the department head or the designee of the Formal Level II decision. The request for Arbitration shall clearly state the provisions of the MOU and/or rules, regulations, past practices or procedures affecting terms and conditions of employment, which have been allegedly violated. The Arbitration proposal may be signed by either grievant or his designated representative.

Within ten (10) business days of receipt by the Human Resources/Risk Management Director, or designee of a timely grievance, parties shall confer in writing, by telephone or in person, in regards

to the selection of a mutually agreeable Arbitrator. If no agreement on an Arbitrator is met, a list of available Arbitrators shall be requested. The Human Resources/Risk Management Director, or designee shall then contact the State Mediation Conciliation Service and request that a list of seven (7) qualified potential Arbitrators be sent jointly to the grievant and to the Human Resources/Risk Management Director, or designee.

The parties shall by mutually acceptable means, select an Arbitrator, from the State Mediation and Conciliation Service, by means of alternately striking names from the list until one name remains. This individual shall be the Arbitrator. Determination of which party shall make the initial strike shall be by lot.

Within five (5) business days of the selection process being completed, the City shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual selected to hear the grievance.

The hearing shall commence on a date mutually agreeable to the parties and to the Arbitrator, but in no case greater than one hundred twenty (120) calendar days after selection of the Arbitrator, unless mutually agreed to by the parties.

Arbitration proceedings which are non-disciplinary, the decision of the Arbitrator shall be advisory only. In such proceedings, the burden of proof and production of evidence shall be upon the grievant. The issue in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific section of the MOU and/or rules, regulations, past practices or procedures affecting terms conditions of employment, has been violated, and, if so, the nature of the appropriate remedy.

In those cases, regarding discipline matters involving the deprivation of property, the burden of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence.

All arbitration hearings shall be closed unless the employee requests that the hearing be open.

The Arbitrator at the request of either party shall issue subpoenas.

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 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 or privilege shall be effective to the same extent that they are now or hereafter may be reorganized in civil criminal actions and irrelevant and unduly repetitious evidence shall be excluded.

The hearing shall proceed in the following order:

The party imposing discipline shall be permitted to make an opening statement.

The appealing party shall then be permitted to make an opening statement.

The party imposing disciplinary action shall produce the evidence on his/her behalf

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 producing evidence for any affirmative defenses asserted.

The parties may then, in aforementioned order, respectively offer rebutting evidence, unless the Arbitrator for good cause permits them to offer evidence upon their original case.

Oral closing arguments shall be permitted, and written briefs may be permitted at the discretion of the Arbitrator. The party having the burden of proof shall have the right to open the closing arguments followed by the other party. The party having the burden of proof then has a right to reply.

The orders of presentation and burdens of proof shall be reversed in those cases where no disciplinary grievances are heard.

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 (30) thirty 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 the case of disciplinary grievances and advisory in the case of all non-disciplinary grievances.

For duty related matters reaching arbitration, each party shall be responsible for their portion of costs billed for arbitration. Each party shall equally share the cost of transcripts that are required by the Arbitrator in non-disciplinary cases. Each party shall bear its own cost 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 in non-disciplinary cases. In disciplinary cases, the City shall pay the arbitrator and transcript (if any) costs.

For non-duty related issues reaching arbitration, the member(s) individually shall be responsible for their portion of costs billed for arbitration. The Legal Defense Fund administrator shall make the determination as to what is a duty or non-duty issue. 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.

The provisions of Section 1094.6 of the Code of Civil Procedure (writ proceedings) are not applicable to disciplinary actions following binding arbitration.

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 the failure to comply with the time limitations. The Department/City 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/City does not strictly comply with the time limitations described herein, then the grievance'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.

ARTICLE 22

ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

Every employee working for the Rialto Police Department shall be afforded certain rights during an administrative investigation regardless of his/her job classification. Those rights are:

1. Not to be subjected to punitive action, or be denied promotion or be threatened with such treatment as a result of the lawful exercise of rights;
2. To have any interrogation conducted at a reasonable hour, with a representative of employee's own choosing present, preferably at a time when they are on duty, or during normal waking hours, unless the seriousness of the investigation requires otherwise;
3. To be compensated for time spent in interrogations that are conducted during off-duty time. Employee shall not be released from employment for any work missed;
4. To be informed of the name, rank, and command of the officer in charge of an interrogation, in advance of the interrogations;
5. To have all questions directed under interrogation through no more than two interrogators at one time;
6. To have the interrogating sessions limited to a reasonable period, taking into consideration the gravity and complexity of the issue being investigated;
7. During interrogations, to be allowed to attend to own personal physical necessities;
8. Not to be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogation shall be informed that failure to answer questions directly related to the investigation, or interrogation, may result in punitive action. No promise of reward shall be made as an inducement to answering any questions;
9. Not to be subjected to visits by the press or news media without employee's express consent, nor shall home address or photograph be given to the press or news media by the department without employee's express consent;

10. To access to any tape recordings of employee's interrogations or to have employee's own tape recorder present during interrogation;
11. To a transcribed copy of any notes made by a stenographer, or to any reports or complaints made by investigators or other persons, except those, which are deemed by the investigating agency to be confidential. No notes or reports, which are deemed to be confidential, may be entered in employee's personnel file;
12. To be informed of employee's Constitutional Rights prior to or during the interrogation if it is deemed that employee may be charged with a criminal offense;
13. To have a representative present if formal charges have been made or if punitive action may be taken as a result of the interrogation;
14. To an administrative appeal of any punitive action;
15. Not to have any comment, adverse to employee's interest, entered in employee's personnel file, or any other file used for any personnel purposes by employer, without employee having first read and signed the instrument containing the adverse comment, indicating that employee is aware of such comment. If employee refuses to sign the document, it will be so noted and placed in file;
16. To refuse to inform their employer of information regarding items of property, income, assets, source of income, debts, or personal or domestic expenditures and those of employee's family, except such information as required by state law or which is necessary for the employer to ascertain the desirability of assignment to a special unit in which there is a strong possibility of bribes or other improper inducement being offered;
17. To have their locker free of search, except when present or by other legal means;
18. To have thirty (30) days with which to file a written response to any adverse comment entered in employee's personnel file and to have it attached to, and accompany, the adverse comment;
19. To refuse to submit to a polygraph examination, no disciplinary action, records or testimony may be given to indicate the fact that employee refused the polygraph.

ARTICLE 23

NO STRIKE – NO LOCKOUT

The Association, its Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any "Prohibited Conduct". The term "Prohibited Conduct" is hereby defined as any work action such as strike, walkout, slow-down, sick out or any other job action by withholding or refusing to perform services.

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.

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

Any employee who participates in any “Prohibited Conduct” may be subject to such discipline up to termination by the City, if once the “Prohibited Conduct” is addressed and the conduct does not immediately cease.

ARTICLE 24 SPORTS CENTER FACILITY

Employees, employees’ spouses, retirees and retirees’ 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, employees’ spouses, retirees and spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

ARTICLE 25 NON-DISCRIMINATION

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

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

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

ARTICLE 26 SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of all the parties hereto that the provisions of this MOU shall, except as herein provided, supersede all prior agreements and memorandums of understanding or contrary salary and/or personnel resolutions, oral or written, express 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.

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 27 WAIVER OF BARGAINING DURING THE 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, whether or not covered by this MOU or in the negotiations leading thereto, and whether or not such matters were discussed or were even within contemplation of the parties hereto during the negotiations leading to this MOU except as provided herein. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement in writing agree to meet and confer about any matter during the term of this MOU.

ARTICLE 28 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. The remaining sections contained within this MOU shall remain in full force and effect.

Upon 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 29 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), not otherwise contracted out at the current time, without either RPBA approval or voter approval.

ARTICLE 30 [RESERVED]

ARTICLE 31 LAY OFF 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 classification with the Rialto Police Department.

Affected unit members shall be offered: (1) transfer in lieu of layoff; or (2) voluntary demotions in lieu of layoff (example: clerical to dispatch, law enforcement technician to clerical, etc.) for which he/she meets the minimum requirements for that position within the Police Department, to a vacant position. Additionally, affected unit members shall have the ability to replace any contract employee where the member meets the minimum qualification for the job being held by the contract employee.

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 employee 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.

For non-sworn employees, for any positions that are laid off, employees shall be allowed to bump a less senior employee from a position an employee previously held, if any.

ARTICLE 32
MAINTENANCE OF EXISTING BENEFIT

Except, as herein provided, all wages and benefits enjoyed by affected employees shall remain in full force and effect during the entire term of this MOU unless mutually agreed to the contrary by both parties.

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

ARTICLE 33
RECOGNITION

Formal recognition of the Rialto Police Benefit Association is acknowledged as the exclusive negotiating agent for all employees as to the meeting and conferring on wages, work hours, other terms and conditions of employment and the general representation of its members.

In negotiating this Agreement, the Association (General) represents all sworn members of the Rialto Police Department below the rank of Police Sergeant as well as represented non-sworn Police Department employees. The terms of this Agreement extend to all such Police Department employees.

The following employee classifications are represented by the Rialto Police Benefit Association:

Accounting Technician (PD)	Administrative Assistant (PD)
Animal Control Licensing Inspector	Animal Control Officer I & II
Crime Analyst Assistant	Emergency Dispatcher I, II & Lead
Law Enforcement Technician	Office Specialist (PD)
Police Corporal	Police Officer
Police Records Assistant I, II & Lead	Property Evidence Technician
Senior Office Specialist (PD)	Police Transcriptionist
Senior Accounting Assistant (PD)	

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 34
REOPENERS

During the term of this MOU, the parties agree to continue to discuss classification and compensation of the unit.

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:

Corporal Dwuan Rice
Lead – General Bargaining Unit

Dated: _____

Sergeant Richard Royce
Association President

Dated: _____

Dieter Dammeier
Authorized Representative

Dated: _____