



CITY OF ONTARIO

Special City Council/Housing Authority Meeting JUNE 15, 2023

City Hall

Community Meeting Rooms 1 and 2

303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA DORST-PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND RUBEN VALENCIA

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 8:00 a.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Comments will be limited to 3 minutes. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not be permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The Special City Council and Housing Authority meeting begins with Public Comment at 12:00 p.m. immediately followed by the Special Meeting.

CALL TO ORDER (OPEN SESSION)

ROLL CALL

Dorst-Porada, Wapner, Bowman, Valencia, Mayor/Chairman Leon

PLEDGE OF ALLEGIANCE

Council Member Wapner

PUBLIC COMMENTS

12:00 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

To comment by email, submit your comments by email no later than 10:00 a.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 3 minutes.

1. **APPROVAL OF A TWO-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ASSOCIATION OF ONTARIO MANAGEMENT EMPLOYEES; A THREE-YEAR MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 3061; A FOUR-YEAR MEMORANDUM OF UNDERSTANDING WITH THE ONTARIO PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 1430; AND APPROVAL OF AMENDMENTS MADE TO THE COMPENSATION AND BENEFITS PROFILES FOR CONFIDENTIAL/SPECIALIZED CONFIDENTIAL/CONFIDENTIAL MANAGEMENT EMPLOYEES AND THE DEPARTMENT HEADS; APPROVAL OF ONE-TIME BONUSES FOR EMPLOYEES IN THE IDENTIFIED EMPLOYEE GROUPS; AND AUTHORIZE THE CITY MANAGER TO MAKE ANY NON-SUBSTANTIVE CHANGES WHICH MAY BE NECESSARY TO IMPLEMENTATION.**

That the City Council approve the Memorandum of Understandings (MOUs) between the City of Ontario; and

- A. Approve a two-year MOU regarding wages, hours, and other terms and conditions of employment with the Association of Ontario Management Employees from July 1, 2023 through June 30, 2025;
- B. Approve a three-year MOU regarding wages, hours, and other terms and conditions of employment with the American Federation of State, County, & Municipal Employees Local 3061 from July 1, 2023 through June 30, 2026;
- C. Approve a four-year MOU regarding wages, hours, and other terms and conditions of employment with the Ontario Professional Firefighters Association Local 1430 from July 1, 2023 to June 30, 2027;
- D. Approve amendments to the Compensation and Benefits Profiles for Confidential / Specialized Confidential / Confidential Management Employees and Department Head Employees effective July 1, 2023;
- E. Approve Maternity/Paternity leave program granting 40 hours of paid leave upon the birth or adoption of a child; and
- F. Approve a one-time signing bonus of \$2,000 for active employees represented by the Association of Ontario Management Employees and the American Federation of State, County, & Municipal Employees Local 3061 effective June 26, 2023. Approve a one-time signing bonus of \$2,500 for active employees represented by Ontario Professional Firefighters Association Local 1430 effective June 26, 2023. Approve a one-time bonus of \$2,000 for active employees in the Confidential, Specialized Confidential, and Department Head groups effective June 26, 2023. Approve a one-time bonus of \$2,500

for active employees designated as Department Head-Safety, effective June 26, 2023.

ATTACHMENT: [FFA MOU 2023-2027 DRAFT WITH APPENDIX.pdf](#)

ATTACHMENT: [AOME MOU 2023 - 2026 DRAFT WITH APPENDIX.pdf](#)

ATTACHMENT: [AFSCME MOU 2023-2026 DRAFT with APPENDIX.pdf](#)

ATTACHMENT: [DRAFT CONFIDENTIAL_SCON_CON MGMT PROFILE 2023 WITH APPENDIX.pdf](#)

ATTACHMENT: [Department Head Compensation and Benefits Profile 2023 DRAFT WITH APPENDIX.pdf](#)

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

2. [A RESOLUTION APPROVING THE FISCAL YEAR 2023-24 THROUGH FISCAL YEAR 2027-28 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT EXPENDITURE PLAN AND EXPENDITURE STRATEGY](#)

That the City Council adopt a Resolution approving the Fiscal Year 2023-24 through Fiscal Year 2027-28 Measure I Five-Year Capital Improvement Expenditure Plan and Expenditure Strategy.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE FISCAL YEAR 2023-24 THROUGH FISCAL YEAR 2027-28 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

ATTACHMENT: [Measure I Capital Expenditure Plan^02^RESO^RM](#)

ATTACHMENT: [Measure I Capital Expenditure Plan^03 Exh A](#)

ATTACHMENT: [Measure I Capital Expenditure Plan^04 Exh B](#)

3. [REVIEW AND ADOPTION OF THE CITY'S FISCAL YEAR 2023-24 BUDGET AND APPROVAL OF BUDGET-RELATED ACTIONS](#)

That the City Council and Housing Authority Board:

- A. Adopt Resolutions establishing the appropriations limit of the City of Ontario for Fiscal Year 2023-24 and approve the operating budgets, including the capital improvement program, of the City of Ontario and Ontario Housing Authority for Fiscal year 2023-24;
- B. Approve the annual budget of the Ontario Convention Center for Fiscal Year 2023-24;
- C. Adopt a Resolution to approve the City of Ontario Fiscal Year 2023-24 Proposed Citywide Fee Schedule in order to establish and amend certain service and development-related fees for City services;
- D. Approve the updated Travel and Expense Reimbursement Policy; and
- E. Approve the updated Purchasing Policies and Procedures Manual

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE OPERATING BUDGET OF SAID CITY FOR THE FISCAL YEAR 2023-24.

A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A BUDGET FOR SAID AUTHORITY FOR THE FISCAL YEAR 2023-24.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE CITY OF ONTARIO FOR FISCAL YEAR 2023-24.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS TO THE EXTENT THEY ARE IN CONFLICT.

ATTACHMENT: [Fiscal Year 2023-24 Annual Operating Budget 01^RESO Appropriations Limit^RM](#)

ATTACHMENT: [Fiscal Year 2023-24 Annual Operating Budget 02^RESO Adopt City^RM](#)

ATTACHMENT: [Fiscal Year 2023-24 Annual Operating Budget 03^RESO Adopt^OHA^RM](#)

ATTACHMENT: [Fiscal Year 2023-24 Citywide Fee Schedule 04^RESO^RM](#)

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Dorst-Porada
Council Member Wapner
Council Member Bowman
Council Member Valencia

ADJOURNMENT

CITY OF ONTARIO

Agenda Report
June 15, 2023

SECTION: CONSENT CALENDAR

Department: Human Resources
Prepared By: Reed Sigler
Staff Member Presenting:
Angela C. Lopez, Executive Director Human
Resources
Reviewed By: Reed Sigler, Angela Lopez
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 1

SUBJECT: APPROVAL OF A TWO-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ASSOCIATION OF ONTARIO MANAGEMENT EMPLOYEES; A THREE-YEAR MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 3061; A FOUR-YEAR MEMORANDUM OF UNDERSTANDING WITH THE ONTARIO PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 1430; AND APPROVAL OF AMENDMENTS MADE TO THE COMPENSATION AND BENEFITS PROFILES FOR CONFIDENTIAL/SPECIALIZED CONFIDENTIAL/CONFIDENTIAL MANAGEMENT EMPLOYEES AND THE DEPARTMENT HEADS; APPROVAL OF ONE-TIME BONUSES FOR EMPLOYEES IN THE IDENTIFIED EMPLOYEE GROUPS; AND AUTHORIZE THE CITY MANAGER TO MAKE ANY NON-SUBSTANTIVE CHANGES WHICH MAY BE NECESSARY TO IMPLEMENTATION.

RECOMMENDATION: That the City Council approve the Memorandum of Understandings (MOUs) between the City of Ontario; and

- A. Approve a two-year MOU regarding wages, hours, and other terms and conditions of employment with the Association of Ontario Management Employees from July 1, 2023 through June 30, 2025;
- B. Approve a three-year MOU regarding wages, hours, and other terms and conditions of employment with the American Federation of State, County, & Municipal Employees Local 3061 from July 1, 2023 through June 30, 2026;
- C. Approve a four-year MOU regarding wages, hours, and other terms and conditions of employment with the Ontario Professional Firefighters Association Local 1430 from July 1, 2023 to June 30, 2027;
- D. Approve amendments to the Compensation and Benefits Profiles for Confidential / Specialized Confidential / Confidential Management Employees and Department Head Employees effective July 1, 2023;
- E. Approve Maternity/Paternity leave program granting 40 hours of paid leave upon the birth or adoption of a child; and
- F. Approve a one-time signing bonus of \$2,000 for active employees represented by the Association of Ontario Management Employees and the American Federation of State,

County, & Municipal Employees Local 3061 effective June 26, 2023. Approve a one-time signing bonus of \$2,500 for active employees represented by Ontario Professional Firefighters Association Local 1430 effective June 26, 2023. Approve a one-time bonus of \$2,000 for active employees in the Confidential, Specialized Confidential, and Department Head groups effective June 26, 2023. Approve a one-time bonus of \$2,500 for active employees designated as Department Head-Safety, effective June 26, 2023.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Maintain the Current High Level of Public Safety

Operate in a Businesslike Manner

FISCAL IMPACT:

The estimated additional annual cost of the compensation changes across all funds during the renewals is \$11,575,642 for FY 2023-24 and \$16,905,522 for FY 2024-25. The estimated General Fund portion is \$8,344,750 for FY 2023-24, and \$12,002,946 for the following fiscal year. Appropriations for the first year of the agreement have been included in the Adopted Fiscal Year 2023-24 Operating Budget.

BACKGROUND & ANALYSIS:

Pursuant to the Meyers-Milias-Brown Act, the City has met and conferred in good faith concerning wages, benefits, and working conditions with the American Federation of State, County, Municipal Employees Local 3061, the Association of Ontario Management Employees, and the Ontario Firefighter Association Local 1430 for successor MOU's which expire on June 30, 2023. The meet and confer process included total compensation surveys that were conducted using Ontario's survey market for each group and designated benchmark classifications as a method to remain competitive in the market and as a component of being the employer of choice. Each of these respective employee associations have agreed to a multi-year agreements with the following salary and benefit terms:

American Federation of State, County, & Municipal Employees Local 3061 (AFSCME): A three-year term with a 9.5% general salary increase effective July 2, 2023, a 9.5% general salary increase on July 14, 2024, and an 8% general salary increase on July 13, 2025. Effective July 1, 2025, the City's uniform reimbursement for the purchase of safety shoes and contributions to each employee's deferred compensation will increase. As well as minor technical revisions to the current Memorandum of Understanding that do not create a cost increase.

Association of Ontario Management Employees (AOME): A two-year term with a 9.5% general salary increase effective July 2, 2023, and a 9.5% general salary increase on July 14, 2024. As well as minor technical revisions to the current Memorandum of Understanding that do not create a cost increase. Due to a lack of comparable compensation data for the period beyond July 2024, consistent with City's compensation philosophy, the City has agreed to conduct a total compensation study in January 2025.

Ontario Professional Firefighter Association (OFFA) Local 1430: A four-year term with a 9% general salary increase effective July 2, 2023, a 3% general salary increase on July 14, 2024, a general salary increase that is the lesser of 3% and the results of an updated total compensation survey on July 13, 2025, and a general salary increase that is the greater of 5% or the results of the updated total compensation survey. Additional revisions to employee compensation including, increases to educational incentive pays for all unit employees that possess a post-secondary degree. Professional development compensation for employees in the Fire Captain classification that possess a Chief Officer certification or its equivalent. Revisions to existing Paramedic Duty compensation including the creation of a Supervising/Secondary Paramedic Duty additional compensation. As well as minor technical revisions to the current Memorandum of Understanding that do not create a cost increase.

It is also recommended that amendments be made to the Compensation and Benefits Profile as follows Confidential / Specialized Confidential Employees / Confidential Management and the current Compensation and Benefits Profile for Department Heads to coincide with the recommendations proposed for the AFSCME and AOME groups.

1) Confidential / Specialized Confidential Employees / Confidential Management: Following discussion between the City and the Association of Ontario Management Employees (AOME), the City recommends the creation of the Confidential Management employee group. The Confidential Management employee group will include employees in classifications previously represented by AOME whose duties normally require access to confidential information contributing significantly to the development of management positions for negotiating with represented labor organizations.

Compensation and Benefits Profile for the Confidential / Specialized Confidential / Confidential Management Employees. These amendments include a general salary increase of 9.5% on July 2, 2023, a 9.5% general salary increase on July 2, 2024, as well as minor technical revisions to the current Compensation and Benefits Profile that do not create a cost increase; as well as minor technical revisions to the current Compensation and Benefits Profile.

2) Department Heads: Effective July 1, 2023, amendments include a new salary range for Department Heads and the authority for the City Manager to determine classifications placement at the pre-approved "DH" range, an increase in auto allowance, City contribution to Deferred Compensation, management leave, and a new health/wellness reimbursement; as well as minor technical revisions to the current Compensation and Benefits Profile.

Additionally, as part of being the employer of choice, it is recommended that eligible employees in each of these groups receive a 40-hour paid maternity/paternity leave benefit for the birth or adoption of a child.

Lastly it is recommended that the City Manager be authorized to grant a one-time signing bonus for active employees represented by the Association of Ontario Management Employees and the American Federation of State, County, & Municipal Employees Local 3061 effective June 26, 2023. As well as a one-time signing bonus of \$2,500 for active employees represented by Ontario Professional Firefighters Association effective June 26, 2023. These signing bonuses are based on the relative speed in which the employee groups reached a comprehensive employment agreement

the City. In addition, unrepresented employees in the Confidential, Specialized Confidential, and Department Head groups will receive a one-time bonus of \$2,000 effective June 26, 2023. Active employees designated as Department Head-Safety will receive a one-time bonus of \$2,500 effective June 26, 2023.

The City and the identified bargaining groups recognize the important balance of the City's compensation philosophy and fiscal responsibility. The proposed agreements, including amendments, represent a fair and equitable contracts for employees while ensuring that the City continues to attract and retain a highly qualified and productive workforce committed to serving our community.

Memorandum of Understanding

Between

**Ontario
Professional Firefighters
Association
Local 1430 I.A.F.F.**

and

City of Ontario

~~January 1, 2018~~ July 1, 2023

Through

June 30, ~~2022~~ 2027



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Article 1. Administration of MOU

Section 1.01 Parties to Memorandum of Understanding

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Ontario Professional Firefighters Association, Local 1430 I.A.F.F. (hereinafter known as the Association).

Section 1.02 Recognition

The City hereby formally recognizes the Ontario Professional Firefighters Association, Local 1430 I.A.F.F. as the Representative for those employees employed by the City and defined in Rule I, Section 26 of the Personnel Rules and Regulations, in the following Classifications:

Firefighter Trainee
Firefighter
Fire Engineer
Fire Investigation Supervisor
Fire Captain
Firefighter Trainee

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

Section 1.03 City Personnel Rules

It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies and practices generally contained in the "City of Ontario Personnel Rules and Regulations" "Resolution No. 6836, Employer-Employee Rules and Regulations," and the "Employment Policies" in the City's Online Policy Center which will continue in effect, except for those provisions modified by this MOU, unless and until modified by mutual agreement of the parties and enacted by the City Council in accordance with state laws, orders, regulations, official instructions or policies.

Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the term of the MOU, unless changed by mutual agreement. The City shall have the right to update and improve said personnel rules, policies, and practices with the understanding that prior to such changes, the City will meet and confer with authorized representatives of the Association.

Section 1.04 MOU Distribution

The City agrees to provide a copy of the MOU to all new employees covered by this MOU.

Section 1.05 Effect of Agreement

- A. The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

- B. This MOU supersedes all previous agreements, understandings, and prior practices related to matters included within this MOU
- C. The adoption of this MOU shall not affect rights established under Labor Code Sections 1960 – 1963, and Government Code Sections 3500 – 3510 (MMBA).

Article 2. Definitions

- A. **BARGAINING UNIT** - The bargaining unit of the employees defined in Article 1, Section 1.02, Recognition.
- B. **CALENDAR YEAR** - The period of 12 consecutive months commencing on January 1st and ending on December 31st.
- C. **DAY** - A calendar day unless otherwise stated in this MOU.
- D. **EMERGENCY** - A circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.
- E. **EMPLOYEE** -
 - 1) Regular Employee - An employee in a full-time, regular position who has completed the probationary period.
 - 2) Probationary Employee - An employee in a full-time, regular position who has not completed the probationary period.
- F. **WORKING DAY** - A daily work period an employee is regularly scheduled to work each day. For example, an employee on a 4/10 work schedule would have a ten-hour working day.
- G. **REGULAR RATE OF PAY** - The regular rate used to calculate the Fair Labor Standards Act ("FLSA") premium pay reported to CalPERS, inclusive of an employee's base hourly rate, eligible items of special compensation that an employee receives at the time FLSA is calculated (Longevity Pay, Educational Incentive, and all compensation items under Section 10.03), and all other items of compensation that are included in the FLSA calculation.

Article 3. Management Rights

Section 3.01

There are no provisions in the MOU that shall be deemed to limit or curtail the city in any way in the exercise of the rights, powers and authority which the City had prior to entering into this MOU, and as defined in the Employer-Employee Relations Rule, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.

Section 3.02

Where required by law, the City agrees, prior to implementation, to meet and confer with the Association over the impact of the exercise of a City right upon wages, hours, and other terms

and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Association members is provided for in this MOU, Personnel Rules and Regulations or Departmental Rules and Regulations.

Article 4. Employee Rights

- A. The City shall afford regular employees the procedural due process safeguards as set out in the published decisions of the California courts.
- B. An employee shall have the right of Association representation when the employee reasonably anticipates that such a meeting is for the purposes of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered.

Article 5. Employment Provisions

Section 5.01 Probationary Period

- A. Objective - An integral part of the testing process utilized for closely observing the employee's work and the employee's adjustment within the organization.
- B. Length
 - 1. All original and promotional appointments shall be subject to a probationary period of 12 months.
 - 2. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary periods may be extended by the duration of the employee's consecutive leave. The department head may also extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of the employee's original probationary period.
- C. Rejection
 - 1. Initial Appointments. During the probationary period, an employee may be terminated by the department head without cause and without right of appeal. Notification of rejection in writing shall be served on the probationary employee. Employee shall be eligible for two weeks' severance pay, unless two weeks advance notice is given. The affected employee may request a meeting with the department head to discuss the reasons for the rejection prior to the effective date of the rejection.
 - 2. Promotional Appointments. During the probationary period, an employee serving in a promotional appointment may be returned to the employee's former classification without cause and without right of appeal. The employee shall be notified in writing and shall be returned to the classification held immediately prior to the promotion, provided the employee had regular status

in that classification.

Section 5.02 Transfers

- A. The purpose of this procedure is to provide a fair and equitable means for employees to voluntarily change their work locations, and to establish the policy within which administrative transfers shall be accomplished.
- B. Policy
1. Transfers will be considered with the employee's and the department's best interest in mind.
 2. The Fire Chief maintains the authority to assign personnel in the best interest of the Fire Department.
 3. Fire Department seniority will be the major criteria considered, along with qualifications for special assignments.
 4. The Battalion Chiefs shall file all transfer requests in the Transfer Request Master File Book, located in the Battalion Chiefs' office in Fire Administration. Transfers shall be coordinated by the designated Battalion Chief Transfer Coordinator, unless time constraints or other circumstances require that another Battalion Chief take action on a transfer request. Bids will be awarded from transfer requests on file in the master file book, unless no qualified personnel have submitted a transfer request for the vacancy.
 5. In order to provide a diversity of experience, and to allow for evaluation of performance by more than one supervisor, all probationary personnel will be administratively transferred. Regular personnel in bid positions who are temporarily transferred in order to facilitate probationary or administrative transfers shall have the opportunity to return to their previous assignment when the affected individual is transferred again, or within one (1) year.
 6. Certain circumstances may prevent a displaced individual from being returned to his bid position, such as a senior individual bidding that unit and changing the paramedic configuration of that company (bumping). "Bumped" individuals shall immediately regain bid rights, and the position they were bumped from shall be posted as open for bid.
- C. Procedure
1. Employees who wish to request a transfer shall complete an Employee Transfer Form. The transfer form shall be completed in triplicate. The employee will retain one copy and submit two copies to the employee's immediate supervisor. The immediate supervisor shall forward both copies to their Battalion Chief.
 2. Upon receipt and filing of the transfer request in the Master File Book, the Battalion Chief shall return a copy of the request to the employee, indicating that the request is on file.
 3. Employees wishing to cancel a previous transfer request shall do so by memorandum, through channels, to his Battalion Chief. The memorandum

shall be applied to the appropriate Transfer Request form in the Master File Book.

4. When a vacancy occurs, a “Current Positions Open to Bid” numbered memorandum shall be e-mailed to all fire personnel, announcing the opening and declaring the vacancy either open for bid or closed, including the cause if closed. Bidding will close at 1800 hours on the last posting date. The most senior qualified member, subject to the stated administrative requirements, will be selected for transfer.
5. This notice of transfer of a member may include a statement which announces the opening of the member’s vacated position for bid or announces the closing of the position and the cause for the closing. When this occurs, the transfer notice will remain open for 30 days and is the vacancy notice described in the paragraph immediately above.
6. If after an opening has been posted for 30 days and no member has filed a request for transfer to the position, the first request received, thereafter, may be honored. Or, the position may be filled administratively without further notice other than the posting of the transfer notice.
7. In the event it becomes necessary to bypass the most senior person requesting any vacancy, that person shall be provided a written explanation for the decision.
8. Employees may submit a transfer request for any authorized position. The following positions, however, will be filled by appointment approved by the Fire Chief:
Fire Captain/Deputy Fire Marshal
Fire Captain/EMS Coordinator
Fire Captain/Training Officer (Both Positions)
10. If more than one (1) request is filed by an employee, it shall be the responsibility of that employee to prioritize the employee’s choices in the space provided on the transfer request form for each request filed.
11. Transfer requests will be honored only after the employee has served at least one year in the employee’s present assignment and has successfully completed the employee’s probationary period. This requirement shall not apply to those who have been transferred by administrative direction rather than as a result of a transfer request.
12. All transfer requests for non-currently posted positions will expire December 31st of each year and will be purged the first working day in January. Transfer requests on file for currently posted positions will remain in the Master File Book into the new year, and will not be purged until the posting(s) have closed and the positions have been awarded.
13. The transfer policy identified in this section may be amended at any time upon agreement of the Fire Department Management and the Association.

Section 5.03 Response Requirements

Non-shift Fire Department employees assigned to response functions during emergencies, such as the “Duty” Fire Investigation Supervisor, may be required by the Fire Chief to respond within a reasonable time and location.

Section 5.04 Grooming Standards

- A. Mustaches - shall have a neat appearance. They shall be trimmed in such a manner that they shall not extend further than three quarters of an inch (3/4”) down from the corner of the mouth and horizontally they shall not pass the corner of the eye.
- B. Sideburns - shall be neatly trimmed and present a groomed appearance. They shall not extend one half inch (1/2”) beyond the earlobe. Sideburns shall be no wider than one and one half inches (1 1/2”) and shall end with a clean horizontal line.
- C. Hair – shall be groomed, neat, clean, and trimmed. Color shall be limited to those that may naturally be found on the human head. Hair shall not extend below the bottom of the collar when standing at attention. Hair in front shall be groomed so that it does not fall below the eyebrows when a person is uncovered and it shall not bush out below the band in the front of a properly worn headgear. The hair shall not fall below the bottom of the ear.
- D. At no time shall an individual’s hair interfere with the proper use of safety equipment.
- E. Beards – shall not be worn. (Exceptions may be authorized for brief periods of time for medical reasons or special occasions.)
- F. Cosmetics – each member is permitted to wear cosmetics of conservative color and amount.
- G. Finger Nails – are to be kept clean and shall not exceed the tip of the finger in length. If nail polish is worn, it shall be clear without pigment or color.
- H. Jewelry – no jewelry, which presents a hazard of becoming snagged, caught or hung up shall be worn.
 - 1. Rings – are not recommended to be worn by suppression personnel while on duty.
 - 2. Earrings/Studs – may only be worn by females while on duty.
 - 3. Body Piercings – jewelry, including but not limited to, tongue studs, lip rings, nose rings and brow rings are not permitted.
- I. Tattoos and Body Art – Tattoos and other forms of body art shall not be visible during the performance of duties in the course and scope of employment.
- J. The department acknowledges that one or more members have tattoos prior to the adoption of the policy; such members are exempt from this policy. The acquisition of new tattoos or other body art by such members after the adoption of this policy shall fall under the policy as stated in Section 5.04(I).

Section 5.05 Non-Smoker Policy

New employees hired into all classifications represented by the Association from eligibility lists

established after January 1, 1988, will be required to remain non-smokers throughout their employment as a member of the Ontario Fire Department. A non-smoker shall not smoke or use any tobacco product, either on or off duty while employed. An affidavit signed on a periodic basis by the employee shall be used to verify continued non-smoking status.

Article 6. Personnel Files

- A. The official personnel files shall be located in the Human Resources Department. Personnel actions (i.e. discipline, promotions) will be based on documentation within such file.
- B. Employees have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of excessive duplication of any materials in the personnel file for which they request copies.
- C. An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing or personal interview to any information contained in the employee's personnel file. Such a reply will remain in the personnel file as long and the referenced document is in the file.

Article 7. Disciplinary Procedure

- A. The following disciplinary procedure must be used for all serious disciplinary actions involving permanent full-time employees **BEFORE** the actions go into effect. Basically, the disciplinary procedure provides that:
 - 1. An employee may be suspended by the Fire Chief, with the approval of the City Manager, for disciplinary purpose or for any just cause, which is in the best interest of the service. Suspension shall not exceed 30 calendar days without pay nor shall it exceed more than 30 calendar days in any fiscal year. Normally, five working days prior to a ½ shift to a one and ½ shift suspension, and ten working days prior to a two-shift suspension or above, a suspended employee will receive a written copy of the charges against him/her.
 - 2. The notice must contain the reasons and the charges upon which the proposed action is based.
 - 3. The notice must also contain a statement of the events or circumstances upon which the action is based.
 - 4. The employee must be given the materials, if any, upon which the action is based.
 - 5. The employee must be given the right, either orally or in writing, to respond to the Department Head or the City Manager (in the case of a discharge)

proposing the action. This procedure will be consistent with Sections 13.04 through 13.07 of the grievance procedure.

6. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.

- B. The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job without pay if the employee's conduct imperils the safety or welfare of the public, other employees, or said employee.

Article 8. Classifications

Section 8.01 New Classifications

The City agrees to meet with the Association on any new classifications approved, which appropriately should be added to the unit covered by this MOU.

Section 8.02 Higher Classification Work

- A. Any bargaining unit employee who works in a higher classification shall receive an approximate 5% salary increase while the employee continues to work in the higher classification. Employees who work in a higher classification and are also required to perform paramedic duty shall receive the greater of an approximate 5% salary increase or the Paramedic Duty Assignment amount specified in Section 10.03(A) while the employee continues to work in the higher classification.
- B. Only hours worked in higher classifications that are required by the department shall be counted toward meeting this requirement.
- C. After an employee has qualified in accordance with this provision, the employee will not be required to re-establish eligibility in the qualified classification thereafter.
- D. The Fire Chief shall make the final determination of eligibility for each higher class assignment.

Section 8.03 Management/Association Cooperative Team

Discussions will take place to provide procedures and finalize an effective date for the following concept:

A planning and oversight team shall be formed from equal numbers representing the Firefighter labor Association and Fire Management to cooperate with the Human Resources Department and mutually agree to develop and direct all testing procedures that affect this bargaining unit.

Article 9. Hours of Work

Section 9.01 Work Period – Shift Employees

The average work period for shift employees is ~~53-56~~ hours per week for the purpose of calculating compensation (without loss of current compensation).

Section 9.02 Overtime

The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. It is the intent of both parties that overtime be included in the paycheck for the pay period in which it is earned. Compensatory time may not be accrued for time worked.

Section 9.03 Non - Shift Employees

Each employee, covered by this MOU, shall receive overtime compensation, at the rate of one and ½ times the employee's base compensation, in cash, for all time worked in excess of the employee's scheduled 40 hours per week. This shall be included in the paycheck for the pay period in which it is earned.

Section 9.04 Shift Employees

24-hour work shift schedule employees whose work time exceeds an average of 53 hours per week shall be paid at one and one-half times the employee's regular rate of pay for all hours in excess of an average 53-hour workweek, up to the 56 hour per week average. This shall be included in the paycheck for the pay period in which it is earned.

Section 9.05 Work Schedules

24 – Hour Work Shift

- A. Unit employees assigned to work the 24 – hour work shift schedule shall begin at 0700 hours and terminate work at 0700 hours the following day. The City shall maintain the current 56-hour shift schedule as it relates to days on/days off.
- B. The work period for bargaining unit employees assigned to a daily work schedule shall be a fixed and regularly recurring work period.
- C. Time worked is defined as the maximum number of hours worked or deemed to have worked (including all paid leaves of absence) per each ~~53-56~~ hour average work week paid at the regular rate of pay, except as provided in D below.
- D. Non – Work Time is defined by the following situations which shall not be considered time worked:
 1. All travel to work and returning home.
 2. All time in voluntary off – duty training, with the following exceptions:
 - a. Scheduled assigned training – would provide consideration of time worked for travel time and scheduled class time.
 - b. Where an individual voluntarily attends a budgeted Fire Department class, all off – duty time would be considered non – work time; however, any scheduled shifts within that period would be recorded as Leave for Department Business.
 3. Dock time defined as non – work time charged against an employee for

unauthorized absence, tardiness, or other absence without pay.

- a. Dock time shall not be chargeable against authorized leave times.
- b. Dock time shall be charged in quarters of an hour.

Section 9.06 Time Trades (Shift Trading)

The trading of work time between employees shall be permitted under the following conditions:

- A. Traded time worked shall not be counted as additional hours worked for determining time worked in excess of the average 53 hour work week.
- B. Trading time is done voluntarily by the participating employees.
- C. Trading time may be for any shift, or one-hour minimum thereof, of an employee's regular work schedule. Paybacks shall be at the same time increment as the original exchange.
- D. Trading time is documented and is approved by Fire Department supervision.
- E. Additional procedures as set forth in the Departmental Trade Time Policies and Procedures as agreed upon by Fire Department Management and the Association.

Section 9.07 Early Relief

The common practice of relieving employees on the previous shift prior to the scheduled starting time shall not have the effect of increasing the number of compensable hours of work for employees.

- A. Any early relief amongst employees shall be done voluntarily by the participating employees.
- B. Early relief shall not be counted as additional time worked per each work period.
- C. Early relief may be for a period ranging from 11 minutes, up to a maximum of one hour.
- D. Early relief is documented by the appropriate Fire Company Log Book by the supervisor of the individual being relieved.
- E. Early relief shall be infrequent and shall not be permitted as a routine or continual practice amongst individual employees over a period of time.

Section 9.08 40 – Hour Work Week Schedule

- A. Unit employees assigned to work the 40-hour work week schedule shall be assigned daily starting and terminating work time approved by Fire Management.
- B. The seven-day work period shall begin on Sunday at 07:00:00 a.m. and end the following Sunday at 06:59:59 a.m.

- C. The work period for unit employees assigned to work the 40-hour workweek schedule shall be a fixed and regularly recurring period.

Section 9.09 Hours Worked - 40 – Hour Work Week Schedule

The maximum number of hours worked or deemed to have worked (including all paid leaves of absence) per each seven day work period shall be 40 hours at the regular rate of pay, inclusive of breaks and holidays for 40-hour employees and exclusive of:

- A. Mealtime.
- B. All travel to work and returning home.
- C. All time in voluntary off-duty training, with the following exceptions:
 - 1. Scheduled assigned training – would provide for consideration of time worked for travel time and scheduled class time.
 - 2. Where individual voluntarily attends a budgeted Fire Department class, all off-duty time would be considered non-work time; however, any scheduled shifts within that period would be recorded as Leave for Department business.
- D. All time worked for which employees have already been paid at one and one half times (1 ½) times the regular rate of pay or as otherwise set forth in this article.
- E. Dock time is defined as non-work time charged against an employee for unauthorized absence, tardiness, or other absence without pay.
 - 1. Dock time shall not be chargeable against authorized leave times.
 - 2. Dock time shall be charged in quarter of an hour increments.

Section 9.10 Meal Time

- A. All employees assigned to work the 40-hour workweek schedule shall be entitled to one mealtime for half or more of the scheduled working day worked.
- B. All mealtime taken is considered non-work time and to be without pay. The schedule for meal breaks shall be determined by management, taking into consideration the continuity of services provided to the public, and the convenience of the employee.
- C. In no case will meal breaks be permitted to exceed one hour, or can they be taken at the beginning or end of a work schedule.

Section 9.11 Breaks – Rest Periods

Employees assigned to the 40-hour work week schedule shall receive two break-rest periods for each eight hour day actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked. Break-rest periods are a benefit and not a right, and must be earned as any other benefit and are computed at the rate of 15 minutes per four hours worked, or major fraction thereof. The procedures to be followed in providing rest periods, sometimes

referred to as “coffee breaks,” shall include the following:

- A. Rest periods are scheduled or rescheduled by management as job requirements dictate.
- B. The rest period shall consist of 15 minutes cessation of work and will include time involved in going to and coming from a rest area.
- C. Rest periods are not cumulative and shall not be added to any lunch hours, vacation, or any other form of authorized absence from work.

Section 9.12 Fire Staff Premium Pay

- A. Non-shift safety personnel who are assigned to perform administrative duties shall receive Fire Staff Premium Pay.
- B. Such non-shift safety personnel shall receive credit of 193 hours per year, due to the past workweek reduction of shift personnel, and may use a maximum of 40 hours per year in the form of compensatory time off. The balance, or, the full 193 hours, will be paid as salary compensation on the second paycheck in November each year in a lump sum at the employee's regular rate of pay.
- C. Employees appointed or promoted to a non-shift administrative assignment during the year shall receive a pro-rated amount of Fire Staff Premium hours based on the portion of the calendar year that the employee served in that non-shift assignment.
- D. Any employee who changes classifications and who has accumulated any hours of fire staff premium credit shall be paid for such accumulated hours at the employee's regular rate of pay in effect for the former classification when such hours were incurred prior to such classification change.

Section 9.13 Call – Back (Recall)

- A. Off – duty employees who are recalled to a work site to perform recall work, regular or emergency, necessary to maintain staffing levels, or in response to a special detail assignment, such as fire investigation, will be granted a minimum of two hours of recall work.
- B. Recall work is defined as either “regular recall work” which is initiated for the purpose of maintaining staffing levels, or “emergency recall work” which is initiated when it is deemed necessary or advisable to properly cope with an emergency incident(s).
- C. Special detail work is defined as work performed by an assigned employee during off duty hours (i.e. special fire safety standby assignment, fire investigative response, or Oral Board member service), other than for designated incentive or skill pay as designated in Section 10.03.
- D. An employee on a 24-hour shift schedule involved in recall or special detail work will be paid at time and one-half for all hours worked as defined in the relevant overtime section. An employee on a 40-hour workweek schedule will be paid at time and one-half for all hours worked in excess of the 40 hours in the work period as defined in the

relevant overtime section. Travel time to work and returning home will not be counted as work time.

Section 9.14 Manning

- A. The Fire Department will continue the minimum manning level of on-duty personnel (Firefighters--2, Engineer--1, Captain--1), which will be four personnel for Engine Companies, and four personnel for Truck Companies with a total of 40 shift personnel.
- B. This minimum manning will be adjusted automatically as new stations and equipment are added. The minimum manning may drop at the Department's discretion, for known vacancies of three hours or less.
- C. In the event of a disaster, this manning is suspended.

Article 10. Compensation

Section 10.01 Salary

- A. Effective ~~January 7~~ July 2, 2023~~18~~ employees within the unit will receive a 95% increase in base salary.
- B. Effective ~~January 6~~ July 14, 2014~~9~~ employees within the unit will receive a 53% increase in base salary.
- C. Effective ~~January 5, 2020~~ July 13, 2025, employees within the unit shall receive the lesser of a 3% increase in base salary or the percentage increase in base salary required to maintain the leading total compensation position amongst comparable agencies. A weighted average calculation as identified in Section 10.02 shall be used to determine the percentage of base salary increases for all classifications. will receive a 5% increase in base salary.
- ~~D. Effective January 3, 2021~~ July 12, 2026, employees within the unit will receive a shall receive the greater of a 5% increase in base salary or the percentage increase in base salary required to maintain the leading total compensation position amongst comparable agencies. A weighted average calculation as identified in Section 10.02 shall be used to determine the percentage of base salary increases for all classifications. 4% increase in base salary.
- ~~D. A total compensation survey as described in Section 10.02 shall be completed no later than March 28, 2025, for the fiscal year beginning July 1, 2025. If insufficient data is collected to make determinations for the July 12, 2026, salary adjustments, a total compensation survey will be completed by March 27, 2026.~~
- E. Salaries for the classifications covered in this MOU shall be set forth in Appendix A.

Section 10.02 Compensation Survey

~~In January 2022, the City will conduct a Total Compensation survey between the Firefighters serving the City of Pomona and the City of Ontario for the positions of Fire Captain, Fire Investigation Supervisor, Fire Engineer, and Firefighter. The following items will be used in the calculations:~~

~~Monthly base salary;~~

~~Deferred Compensation;~~

~~Incentive pays covering 90% or more of the employees;~~

~~City contribution of employee share of PERS/retirement;~~

~~Uniform allowance;~~

~~Health, dental and vision plan contributions;~~

~~Life Insurance and Long term disability contributions.~~

~~Following completion of the study, the City will meet with the Association to review the results.
This survey will not obligate the City to any adjustments.~~

A. The City's commitment as an Employer of Choice is to provide:

- High-quality facilities and equipment;
- Comprehensive training and professional development opportunities; and
- A total compensation package that is #1 in our survey market.

B. Committing to being the top-compensated agency, in addition to demanding the highest level of service and professionalism from employees, requires both financial sustainability and defensibility of this unique policy choice. Thus, although Ontario will be #1 in the market, it is essential that we adhere to that market. The #1 total compensation package shall be determined each contract term. The amount of increase for each rank shall be based upon the classification (Firefighter, Fire Engineer, Fire Captain) that is furthest behind the top compensating comparable agency. Once the benchmark classification is selected, the percentage below #1 shall be converted into a weighted average and applied to the other two classifications to avoid organizational management issues of compaction between the ranks. The percentage below #1 shall be determined pursuant to the completion of the Total Compensation Survey.

C. This survey shall be comprised of the following agencies:

- Chino Valley Independent Fire District
- Orange County Fire Authority
- Pomona (LA County Fire)
- Rancho Cucamonga Fire District
- San Bernardino County Fire Protection District; and
- City of Santa Monica Fire Department (total compensation shall be adjusted according to socioeconomic indicators)

- D. The list of comparable agencies may be updated and altered periodically upon mutual agreement of the City of Ontario and the Ontario Firefighters' Association Local 1430.
- E. The total compensation survey shall include an analysis of the following compensation elements for Firefighter, Fire Engineer and Fire Captain:
- Monthly base salary;
 - Deferred Compensation;
 - Incentive pays covering 90% or more of the employees in the classification;
 - City contribution of employee share of PERS/retirement;
 - Uniform allowance;
 - Health, dental and vision plan contributions;
 - Paid leave time;
 - Life Insurance and long term disability contributions.
- F. To avoid compaction issues between non-management and management ranks within the Ontario Fire Department, the top step for the rank of Fire Captain shall remain at least 6.5% below of the bottom step of Fire Battalion Chief

Section 10.03 Skill Compensation

A. Primary Paramedic Duty Assignment (Paramedic Pay) – Employees in the Firefighter and Fire Engineer classifications who have and maintain their paramedic certification, and utilize that certification as a part of normal duties when assigned to primary paramedic duty or working as paramedic out-of-class ("PMOC") will receive additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing 13% above Step five of the Fire Engineer classification. A minimum staffing of two paramedics will be maintained on all Advanced Life Support (ALS) units.

A. Supervisory Paramedic Duty Assignment (Captain Paramedic Pay). Employees in the Fire Captain classification who have and maintain their paramedic certification and utilize that certification as a part of normal duties when assigned to paramedic duty, will be compensated for 6.5% of their base pay in recognition of their certification and supervisory responsibility for paramedic duty. Firefighters and Fire Engineers employed by the City of Ontario that possess a paramedic certification as of June 4, 2023, shall be eligible for Supervisory Paramedic Duty Assignment (Captain Paramedic Pay) upon promotion to Captain provided that the necessary paramedic certification has been maintained. To ensure that operational needs are met, a maximum number of thirty five employees shall be eligible for Supervisory Paramedic Duty Assignment.

B.A. Bomb Squad Assignment (Hazard Premium) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain positions assigned to the Bomb Squad Unit will receive additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing

5.12% above Step five of the Fire Engineer classification. Two team members per shift per each three stations shall be maintained.

G.B. Hazardous Materials Assignment (Hazard Premium) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain positions assigned to the Hazardous Materials Assignment will receive additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing 5.12% above Step five of the Fire Engineer classification. Two team members per shift per each three stations shall be maintained.

D.C. Heavy Rescue Team Assignment (Heavy/Special Equipment Operator Premium) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain positions assigned to the Heavy Rescue Team Assignment will receive additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing 5.12% above Step five of the Fire Engineer classification. Two team members per shift per each three stations shall be maintained.

E.D. Bilingual Pay - Effective no later than July 1, 2018, employees, who speak Spanish or any other language designated by the Fire Chief, shall receive bilingual pay provided they pass an examination administered by the Human Resources Department that tests their oral competency in job-related situations. Bilingual pay shall be \$115 per pay period. In the event there are more than 50 employees who receive bilingual pay, the City may require the Association to meet and confer to limit the number of personnel who receive such premium compensation.

F.E. SWAT Paramedic Assignment (Hazard Pay) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain Positions assigned to the SWAT Paramedic Assignment will receive additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing 5.12% above Step five of the Fire Engineer classification. A maximum of 3 team members shall be eligible.

G.F. Investigator Supervisor Education - Investigator Supervisors who complete Basic Public Information Officer (PIO) and Joint Information Center (JIC)/Joint Information System (JIS) training course from the California Specialized Training Institute (CSTI), and possess a State Company Officer Certification will receive 10% above Investigator Supervisors base pay. If the employee does not have the State Company Officer Certification, they must complete the above stated PIO training, all State Company Officer Classes, and the Investigator Supervisor Task Book to receive 10% above base pay.

H.G. Aircraft Rescue & Firefighting (ARFF) Assignment (Hazard Premium) – Firefighter, Fire Engineer, and Fire Captain positions assigned to the ARFF Assignment/Station will receive additional compensation which shall be the amount of the difference between Step five of additional compensation which shall be the amount of the difference between Step five of the Fire Engineer classification and the amount representing 5.12% above Step five of the Fire Engineer classification. Eight incentive ARFF positions per shift shall be maintained.

I.H. To be eligible for the skill compensations above, employees must meet the qualifications determined by the Fire Chief.

J.I. Fire Captain 40-Hour Position Assignment (Fire Staff Premium) – Fire Captains

assigned to work a 40-hour staff position shall receive 20.77% of base pay.

K.J. Fire Investigation Supervisor 40-Hour Position Assignment (Fire Staff Premium) – Fire Investigation Supervisor positions assigned to work a 40-hour staff position shall receive 10% of base pay.

Section 10.04 Educational Incentive Program

A. Emergency Medical Technician Pay - Employees who have in their possession or who obtain in the future an EMT-1 Certificate will receive \$425 per month in addition to their base pay.

B. Educational Incentive Pay - Employees who have in their possession or who obtain in the future an advanced degree shall be eligible for the following in addition to their base pay:

<u>Degree</u>	<u>Incentive Amount</u>
<u>Associate of Arts (AA)</u>	<u>\$120 / month</u>
<u>Bachelor of Arts or Bachelor of Science BA/BS)</u>	<u>\$250 / month</u>
<u>Master of Arts or Master of Science (MA/MS)</u>	<u>\$350 / month</u>

1. Application for the educational incentive for employees newly eligible or those who become eligible for a higher level of educational incentive must be accompanied by an official transcript issued by a college or university accredited by the Council for Higher Education Accreditation, International Association of Universities, or National Association of Credential Evaluation Services. Compensation for possession of the above referenced degrees shall be effective the later of the first full pay period of July 2023 or the first full pay period following the date on which the required documentation has been submitted.

2. Employees will be eligible for the incentive amount consistent with the highest degree obtained (i.e., no “stacking” degree incentive).

4-3. Professional Development Incentive – Employees in the classification of Fire Captain or Fire Prevention Inspector who continue their education and obtain a Chief Officer certification, or possess the retired Fire Officer certification, issued by the California Office the State Fire Marshal shall be eligible for \$1,250 per month in addition to their base pay. Application for the professional development incentive for employees newly eligible or those who become eligible must be accompanied by a copy of the digital or paper certification issued by State Fire Training. Compensation for possession of the above referenced certification shall be effective the later of the first full pay period of July 2023 or the first full pay period following the date on which the required documentation has been submitted.

Section 10.05 Longevity Pay

Employees who begin the designated year of service as the specified classification shall receive the corresponding longevity pay percentage calculated on their base pay. Employees will also receive credit for professional full-time fire service with prior agencies. Any leave without pay of 60 calendar days or more will be deducted from years of service for purposes of longevity pay.

The Fire Chief shall verify the professional years of service and successful completion of the

Relief Drivers Test. Once verified and granted, no further testing or test results shall affect longevity pay. For employees that receive longevity pay for 10 years of service and promote to a position that does not receive longevity for 10 years of service, the step increase for the promotion shall be calculate included base and longevity.

Firefighters				
Effective Date	With Relief Drivers Test	Without Relief Drivers Test	Years of Service	Longevity Pay Percentage
January 2006		X	20	7.5%
		X	25	15%
	X		10	5%
	X		20	12.5%
	X		25	20%

Fire Engineers, Fire Investigation Supervisors & Fire Captains		
Effective Date	Years of Service	Longevity Pay Percentage
January 2006	20	7.5%
	25	15%

Section 10.06 Uniform Allowance

The annual uniform allowance amount for all unit employees shall be \$1,200 payable the second paycheck in July. Employees who are hired into the bargaining unit for the first time shall receive a uniform allowance amount of \$1,200 at the time of hire.

Section 10.07 Court Standby

Employees required to standby for court time will be compensated in accordance with the following conditions and requirements:

- A. Court standby time is time spent in the standby status, exclusive of the designated meal break when court adjourns for lunch.
- B. Employees placed on court standby time during their off-duty time who are so restricted as to exclude their ability to leave home or the court's vicinity, will be granted a minimum of two hours of court time. If the employee is placed on court standby time on the day the employee is scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a two hour period between the time indicated on the subpoena and the time the person is required to report for duty.
- C. Court time is defined as work time required of an employee attending court in response to a subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case at a time other than the employee's assigned work shift schedule for the purpose of

testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City. Verification documentation by the court will be required as certification of service.

- D. Employees place on court standby time during their off-duty time are required to be accessible by telephone, or other methods approved by management during the designated standby time.

Article 11. Benefits

Section 11.01 Active Employee Health Benefits

- A. For active employees, the City agrees to continue its Cafeteria Plan for medical, dental and vision insurance. The contribution rates are as follows:
1. Up to a maximum of 100% of the CalPERS medical average premium toward medical insurance premiums; and
 2. Up to a maximum of 100% of the employee and eligible dependent coverage for basic dental insurance premiums; and
 3. Up to a maximum of 100% of the employee and eligible dependent coverage for basic vision insurance premiums.
- B. The contribution rate is contingent upon the category of employee/dependent coverage. The rates will be adjusted the first paycheck in January of each year.
- C. The City agrees that at no time will the contribution, toward the medical premium rates in Section 11.01(A)(1) ("Employee Medical Benefit"), drop below the contribution that was in effect January 1, 2012. That contribution was \$544.69 for employee, \$1,079.24 for two-party, and \$1,398.68 for family coverage.
- D. The City shall increase or decrease the maximum monthly Employee Medical Benefit amounts for active employees to the average of the monthly premium amounts for the CalPERS (PEMHCA) Health Plans for the region that includes the City of Ontario. The current Employee Medical Benefit is as follows:

Medical Coverage	2018
Employee	\$626.04
Two-party	\$1258.63
Family	\$1633.31

The above amounts are the maximum monthly Employee Medical Benefit amounts toward medical insurance premiums for active employees for each coverage level. Active employees that select medical insurance plans for which the actual premium amounts are less than the maximum contributions shall not receive any remaining contribution amounts. Active employees who select medical insurance plans for which the actual monthly premium amount exceeds the maximum monthly employee medical benefit shall be required to contribute, through payroll deductions, the remaining premium amount due.

- E. The CalPERS (PEMHCA) minimum employer contribution is designated toward the medical premium portion of the Cafeteria Plan and shall be equal for active and retired employees. The maximum monthly Employee Medical Benefit Contribution includes the CalPERS (PEMHCA) minimum employer contribution.
- F. Employees must enroll in a City medical plan unless they provide proof of other group insurance coverage and meet any other requirements established by the insurance plan. Effective the first paycheck in January 2014, employees who waive medical coverage shall receive \$390 per month contributed to the Cafeteria Plan. The \$390 per month may be taken in cash and/or used to purchase other benefits in the Cafeteria Plan, including the “buy-up” plans for dental or vision insurance.

Section 11.02 Eligibility

To be eligible in any particular pay period to receive the benefits of Section 11.01, employees must code at least 15 hours of paid time in the pay period. Paid time includes regular time and all types of paid leave, including 4850 time, sick, vacation, compensatory time, holiday, bereavement, jury duty, personal, military, catastrophic and administrative leave. Paid time excludes disability payments (including Total Temporary Disability, Short-Term and Long-Term Disability) and periodic special pays such as uniform allowance. If employees are not eligible to receive the contributions pursuant to Section 11.01, they may still maintain benefit coverages at their own expense.

Section 11.03 Retiree Medical Benefit for Employees Appointed to a Regular Sworn Position prior to July 1, 2012 (Tier 1)

- A. **Definition of Retiree.** All unit employees who retire from the City and qualify as an “annuitant” under Government Code Section 22760 shall be eligible for retiree medical benefits under the terms and conditions set forth herein. The terms retiree and annuitant shall mean the same thing pursuant to this section.
- B. **Definition of Tier 1.** Tier 1 is the Retiree Medical Benefit for active and retired employees appointed to a regular sworn position prior to July 1, 2012. Employees originally hired prior to July 1, 2012 who then leave City employment and are subsequently re-hired are eligible for Tier 1 benefits provided their re-hire date is within 12 months of the date they separated from the City. Employees re-hired after the 12 month period will receive Tier 2 retiree medical benefits even if they are eligible to retain the CalPERS 3% at 50 retirement formula.
- C. **Vested Benefits for Tier 1.** The City agrees that Tier 1 employees and retirees have a vested benefit to retiree medical contributions. These Retiree Medical Benefits herein set forth are permanently and irrevocably vested for Tier 1 employees. Specifically, the vested benefit is the value of the actual premium cost for the plan and coverage level selected, up to a maximum of 100% of the medical average premium rates for the CalPERS (PEMHCA) Health Plans for the region that includes the City of Ontario. The current Retiree Medical Benefit for Tier 1 employees is listed in Section 11.01.
- D. **Tier 1 Retiree Medical Benefits**
1. Tier 1 retirees who enroll in the CalPERS (PEMHCA) Health Plans shall be eligible to receive the CalPERS (PEMHCA) minimum employer contribution toward their medical plan. Retirees who opt out of enrollment will not receive the CalPERS (PEMHCA) minimum employer contribution.

- For Tier 1 retirees who enroll in the CalPERS (PEMHCA) Health Plans, the City will also contribute directly to the retiree the balance of the cost of the Retiree Medical Benefit consistent with the value of the vested benefit for Tier 1 employees. The vested benefit is the value of the actual premium cost for the plan and coverage level selected, up to a maximum of 100% of the medical average premium rates for the CalPERS (PEMHCA) Health Plans for the region that includes the City of Ontario. The maximum monthly Retiree Medical Benefit Contribution includes the CalPERS (PEMHCA) minimum employer contribution. To the extent permitted by the IRS, this contribution shall be made on a pre-tax basis.

E. Medicare Reimbursement

- A retiree who is eligible for Medicare coverage must enroll in Medicare Parts A and B and select a supplemental health benefits program to receive the Tier 1 Retiree Medical Benefits.
- The Tier 1 Retiree Medical Benefit shall equal the actual cost of the selected supplemental benefits program (for the retiree plus dependents) up to the maximum of the Tier 1 Retiree Medical Benefit in Section 11.03. For retirees who select a supplemental benefits program that costs less than the maximum monthly Tier 1 Retiree Medical Benefit, the City will pay to the retiree the monthly cost of enrolling in Medicare Parts A and B, not to exceed the maximum monthly Tier 1 Retiree Medical Benefit.
- The Medicare Reimbursement shall be paid to all retirees who are enrolled in Medicare effective January of that year. To the extent permitted by the IRS, the contribution shall be made on a pre-tax basis.
- Examples of how the Medicare Reimbursement is calculated are as follows:

Example A: Reimbursement amount is less than retiree Medicare premiums for a Tier 1 retiree.

Description	Monthly Amount
CalPERS (PEMHCA) minimum employer contribution	\$112
Balance of the Tier 1 Retiree Medical Benefit	\$1286
Total Tier 1 Retiree Medical Benefit	\$1398
Supplemental Plan	\$1323
Difference	\$75
Medicare Premiums	\$99.99
City's Medicare Reimbursement to Retiree	\$75

The City will pay the full cost of the supplemental plan, plus reimburse to the retiree an annual payment of \$900 (\$75/mo x 12) to be applied to the Medicare premiums.

Example B: Reimbursement amount is same as retiree Medicare premiums for a Tier 1 retiree.

Description	Monthly Amount
CalPERS (PEMHCA) minimum employer contribution	\$112
Balance of the Tier 1 Retiree Medical Benefit	\$1286

Total Tier 1 Retiree Medical Benefit	\$1398
Supplemental Plan	\$1210
Difference	\$188
Medicare Premiums	\$99.99
City's Medicare Reimbursement to Retiree	\$99.99

The City will pay the full cost of the supplemental plan, plus reimburse to the retiree an annual payment of \$1,199.88 (\$99.99/mo x 12) to be applied to the Medicare Premiums.

Section 11.04 Retiree Medical Benefit for Employees Appointed to a Regular Sworn Position On or After July 1, 2012 (Tier 2)

- A. **Definition of Retiree.** All unit employees who retire from the City and qualify as an "annuitant" under Government Code Section 22760 shall be eligible for retiree health insurance under the terms and conditions set forth herein. The terms retiree and annuitant shall mean the same thing pursuant to this section.
- B. **Definition of Tier 2.** Tier 2 is the Retiree Medical Benefit provision for employees appointed to a regular sworn position on or after July 1, 2012.
- C. **Tier 2 Retiree Medical Benefits.** Tier 2 retirees who enroll in the CalPERS (PEMHCA) Health Plans shall be eligible to receive the CalPERS (PEMHCA) minimum employer contribution toward their medical premium. Retirees who opt out of enrollment in the CalPERS (PEMHCA) Health Plans will not receive the CalPERS (PEMHCA) minimum employer contribution.

D. Tier 2 Retiree Medical Savings Plan

1. For Tier 2 employees, the City shall contribute \$750 per month (pre-tax) to a Retiree Medical Savings Plan (specifics to be determined at a later date) for the purpose of providing a savings plan for each employee to purchase medical insurance upon retirement. The City agrees that at no time will the contribution, toward the Retiree Medical Savings Plan for Tier 2 employees, drop below the contribution that was in effect July 1, 2012.
2. The \$750 monthly payment shall be made while the employee is in active status and will be paid over 24 pay periods (excluding "free" pay periods) per year. To be eligible to receive the payment in any particular pay period, the employee must code at least 15 hours of paid time in the pay period. Paid time includes regular time and all types of paid leave, including 4850 time, sick, vacation, compensatory time, holiday, bereavement, jury duty, personal, military, catastrophic and administrative leave. Paid time excludes disability payments (including Total Temporary Disability, Short-Term and Long-Term Disability) and periodic special pays such as uniform allowance.
3. The administration of the Retiree Medical Savings Plan will be decided upon and agreed to in a separate agreement. If the Association administers the Retiree Medical Savings Plan, the Association and its employees shall enter into an agreement with the City that releases the City from liability and indemnifies the City from any claims

resulting from the administration of the Retiree Medical Savings Plan.

E. Medicare

1. A retiree who is eligible for Medicare coverage must enroll in Medicare Parts A and B and select a supplemental health benefits program to receive the CalPERS (PEMHCA) minimum employer contribution.
2. The City shall contribute the actual cost of the selected supplemental benefits program for the level of coverage selected up to the maximum of the CalPERS (PEMHCA) minimum employer contribution.

F. Transition

1. The parties acknowledge that it will take some administrative actions to implement the retiree medical provisions agreed to in this Article.
2. If the Retiree Medical Savings Plan is not established by the date a Tier 2 employee is hired, the contributions owed to the employee will be held for the employee. When the Retiree Medical Savings Plan is established, all contributions owed will be deposited into the account on a pre-tax basis to the extent permitted by the IRS. If the employee separates employment prior to the Retiree Medical Savings Plan being established, any accumulated contributions shall be paid to the employee in taxable cash.
3. If for some reason all necessary actions have not been completed prior to the date a Tier 2 employee retires, which could result in the employee receiving the Tier 1 retiree medical amount instead of the CalPERS (PEMHCA) minimum employer contribution, the necessary actions will be completed as soon as possible and the employee will then begin receiving the CalPERS (PEMHCA) minimum employer contribution.

Section 11.05 Insurance Committee

The City agrees to continue the Insurance Committee, which when reviewing Dental and Vision insurance issues, will have a representative, designated by the Association as one of its members. This Committee shall have the responsibility to review the Dental and Vision insurance programs and to represent an employee who has a question to the company. The Committee shall be composed of one representative from the recognized employee units and one member appointed by the City Manager. The Assistant City Manager or Deputy City Manager shall be an ex-officio member of the committee and entitled to attend all meetings. The Committee or any of its members may invite other individuals to participate as resource people whenever the need arises and prior notification is provide to the committee chair.

Section 11.06 Life Insurance

The City will pay a monthly life and accidental death and dismemberment insurance premium providing \$110,000 base life insurance and \$110,000 accidental death and dismemberment insurance for each employee. Employees currently certified as a Bomb Technician and assigned to the Bomb Squad shall be provided an additional \$50,000 in accidental death and dismemberment insurance benefits. The cost of the additional insurance benefits shall be paid by the City.

Section 11.07 Deferred Compensation

The City agrees to contribute \$300 per month to deferred compensation on behalf of each employee covered by this MOU.

Effective no later than the first paycheck in July 2018, the City's contribution to the 457(b) plan will be made to the City's 401(a) money purchase plan instead of the 457(b) plan. An employee may contribute voluntarily in the Section 457(b) plan.

Section 11.08 Employee Assistance Program

- A. The City agrees to continue the employee assistance program for all employees within this bargaining unit.
- B. The parties agree that the EAP cannot be successful without absolute confidentiality regarding employee/family utilization of the program. Confidentiality will be maintained in full compliance with State and Federal Regulations.

Section 11.09 Retirement

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic members entering membership for the first time in a Fire safety classification with the City of Ontario before July 1, 2012 shall be eligible for the 3% at 50 retirement formula for Local Safety members. Classic members entering membership for the first time in a Fire safety classification with the City of Ontario on or after July 1, 2012 shall be eligible for the 3% at 55 retirement formula for Local Safety members.
3. Classic members are eligible for the optional benefit of Government Code Section 20042, Highest Single Year.
4. The City shall pay on behalf of the employee a portion of the employee's required pension contribution as follows:

Effective Date	City's Contribution toward Employee's Share	Employee's Contribution toward Employee's Share
Current	3%	6%
January 7, 2018	2%	7%
January 6, 2019	1%	8%
January 5, 2020	0%	9%

5. To the extent permitted by the IRS, pension contributions shall be made on a pre-tax basis.

B. New Member

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees’ Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members entering membership for the first time in a Fire safety classification shall be eligible for the 2.7% at 57 retirement formula for Local Safety members.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 11.25%. This amount will be adjusted periodically by CalPERS.
4. To the extent permitted by the IRS, pension contributions shall be made on a pre-tax basis.

C. Optional Benefits for Classic and New Members

The City’s contract with CalPERS includes the following optional benefits for both classic and new Local Safety members.

1. 50% Post Retirement Survivor Allowance – Government Code Sections 21624 and 21626
2. Sick Leave Credit – Government Code Section 20965
3. Military Service Credit (Stats 74) – Government Code Section 21024
4. Retiree Death Benefit \$500 – Government Code Section 21620
5. 2% Cost of Living Adjustment – Government Code Section 21329
6. Two Years Additional Service Credit (only within specified window period) – Government Code Section 20903
7. Cancellation of Election upon Industrial Disability Retirement/Special Death – Government Code Section 21037
8. Post Retirement Survivor Allowance Continuance – Government Code Section 21635
9. 1959 Survivor Benefits Level 4 – Government Code Section 21574
10. Pre-Retirement Option 2w – Government Code Section 21548
11. Death Benefit Continuance – Government Code Section 21551

Section 11.10 Long-Term Disability

The City shall reimburse to each unit employee \$24.50 per month for long-term disability insurance obtained from and maintained through the Association. The Association will provide at least annually and upon request by the City a list of employees enrolled in the plan.

Section 11.11 Flexible Spending Account

Effective January 1, 2024, the City will offer to all unit employees the opportunity to participate in Flexible Spending Accounts (FSA). An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is

established and administered in accordance with Section 125 of the Internal Revenue Service code.

Article 12. Association Membership and Activity

Section 12.01 Dues Deduction

- A. The City agrees to deduct from the pay of each employee who signs an authorized payroll deduction card a monthly sum certified to him/her by the Treasurer of the Association as the regular monthly dues of the Association. The City will not deduct any pay for initiation fee fines or other special assessments. Dues deduction shall be a specified uniform amount for each employee in the Association. The dues deduction may be terminated at any time by the employee by written notice to the Director of Human Resources and the Treasurer of the Association. Any change in the amount of the dues deducted shall be by written authorization of each member of the Association. The request for a change shall be submitted at least 30 days prior to the effective date of the change.
- B. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check off authorized. When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that period from future earnings, nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.
- C. Dues withheld by the City shall be transmitted to the officer designated by the Association in writing, at the address specified in the letter of authorization.
- D. The Association shall indemnify, defend, and hold the City of Ontario harmless against any claims made, and against any suit instituted against the City of Ontario on account of check off of employee Association dues. In addition, the Association shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

Section 12.02 Association Vacation Leave

- A. The City agrees to permit the use of exchange time by Association members for the purpose of conducting authorized Association business. The Association agrees to provide an appropriate replacement during that period of time. The Association further agrees to assume any and all financial liability for wages, which the replacement may claim against the City for the time worked as a replacement by reason of this article. The City and the Association agree to meet and confer on any changes in this policy as may be made necessary by any other legislation.
- B. The following provisions will be effective in addition to Section 12.02(A):
 - 1. The City agrees to grant release time of Association members for the purpose of conducting authorized Association business. The amount of Association vacation leave shall be 5 hours per year times the number of contributing employees.

2. To fund this program, the vacation leave accruals for each employee shall be reduced by 2.5 hours the first full pay period in April and the first full pay period in October. The City will notify the Association regarding how many hours were deducted. If an employee does not have vacation time to deduct, the Association will not receive credit for those hours.
3. The City recognizes that informed and engaged Union leadership is important to the success of the Fire Department and the City. The parties shall work together to afford reasonable time off for Association activities to include meetings, conventions, conferences and negotiations, based on the Department's operational needs and prior approval by the Fire Chief or designee.
4. Employees authorized to utilize hours of Association vacation leave are members of Board to perform Association business. Employees using Association vacation leave are subject to the departmental vacation leave policies. This time shall be used in a manner that does not disrupt the operations of the Department.
5. Association vacation leave shall not be used for any actions in conflict with California Labor Code 1962.
6. Any time used shall be documented and tracked using procedures determined by the City.
7. The Association will provide the names of the Association's Board members to the Human Resources' Department in writing any time there is a change in the Board members.

Article 13. Grievance Procedure

Section 13.01 Definitions

- A. **COMPLAINT** – A concern of an employee, which arises from the application of this MOU, existing City Rule(s), Regulation(s) or written policy (policies).
- B. **GRIEVANCE** – A written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this MOU, existing City Rule, Regulation or written policy.
- C. **GRIEVANT** - A regular or probationary employee who allege(s) in a grievance that he/she has been directly wronged by a violation of a specific term(s) of this MOU, existing City Rule(s), Regulation(s) or written policy (policies). The term "grievant" as used in this Article may refer to the Association when alleging a violation of Article 12, as provided for in this MOU.
- D. **IMMEDIATE SUPERVISOR** – The appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.
- E. **REPRESENTATIVE** – An employee or representative of the Association who at the grievant's request may be present at Levels I through IV. Representation of the employee at Level V shall be by an Association designated representative.

- F. **RESPOND AND FILE** – Personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Section 13.02 Level I – Informal Review

- A. An employee shall have the right to present a complaint and to have the complaint considered with the immediate supervisor no later than seven working days after the event giving rise to the complaint, or no later than seven working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. The employee, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor.
- C. The immediate supervisor shall provide an answer to the employee no later than seven working days after the Level I meeting.
- D. A resolution of the complaint at the informal level shall not be precedent setting.

Section 13.03 Level II – Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with a Deputy Fire Chief no later than seven working days after the response of the immediate supervisor at Level I. The grievant shall state clearly and concisely on a grievance form provided by the City:
1. The specific term(s) of the MOU, City Rule(s), Regulation(s) or written policy(policies) which have been violated;
 2. The action grieved, including names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule(s), Regulation(s) or written policy(policies);
 3. The remedy sought;
 4. The name and classification of the grievant and the employee's signature;
 5. The name of the representative, if any; and
 6. The date of submission.
- B. A Deputy Fire Chief shall hold a meeting with the grievant at a mutually acceptable time and location no later than seven working days after the receipt of the grievance. The Deputy Fire Chief shall then respond in writing to the grievant within seven working days of the Level II meeting.

Section 13.04 Level III

- A. In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the Fire Chief no later than five working days after the Level II response. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Fire Chief may hold a meeting with the grievant at a mutually acceptable time and location. The Fire Chief shall respond to the grievant no later than five working days after the receipt of the Level III grievance. Should additional time be required for investigation purposes, the response time may be extended to meet this need.
- B. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known.
- C. Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

Section 13.05 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a level IV grievance with the City Manager or designee no later than ten working days after the receipt of the Level III response.
- B. The grievant or the City Manager or designee may request to meet with the other party at a mutually acceptable time and location within ten working days of receipt of the written grievance. The City Manager or designee shall respond to the grievant no later than ten working days after the meeting or 20 working days after receipt of the grievance at Level IV.
- C. If the grievance has not been settled at Level IV, then within 21 calendar days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Association may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Human Resources Director. If the Association wishes to proceed to binding arbitration, it shall so state in this request. Such request will be submitted to the City Council for determination. The City Council may, if it so desires, order the grievance submitted to binding arbitration.

Section 13.06 Level V – Arbitration

- A. Unless the specific language of the MOU is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall be selected by mutual agreement in both parties.
- C. The cost of any arbitration proceeding shall be divided equally between the City and the employee or the employee organization to which the employee may belong.
- D. Failure on the part of the City representative or grievant to appear in any case before the arbitrator, without good cause, shall result in the forfeiture of the case and responsibility for payment of all costs of arbitration.
- E. A final decision of award of the arbitrator shall be made within 30 calendar days after the close of the hearing. Such decision or award shall be subject to the approval of the City Council.

- F. The cost of the arbitration, including advocate, court reporter, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, other than City employees, however, shall be borne by the party who calls them.
- G. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

Section 13.07 General Provisions

- A. Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the City Representative to timely respond under this Article shall permit the grievance to be filed at the next level.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. The processing of grievances filed and unresolved prior to the effective date of this Agreement may continue under the grievance procedure in effect at the time of the initial filing.
- D. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- E. The preparation of grievances shall not interfere with the operation of the department.
- F. The City may consolidate at any level grievances on similar issues.
- G. Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- H. A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- I. No individual City Council member may be approached regarding the grievance at any time the grievance is being processed.
- J. In the event a grievant elects to represent himself/herself or is represented by someone other than who may be provided by the Association, the Association shall be notified of the nature and resolution of the grievance; provided, however, that the names of employees and confidential information shall not be disclosed. Notification of the employee's Association shall be made within a reasonable time following the resolution of the grievance.
- K. Organizational channels shall be utilized at all times and participation in the grievance and the discussion of information related thereto shall be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- L. In the event of a disciplinary action involving a suspension, reduction in pay or demotion or termination where a pre-disciplinary hearing has already been held, Levels I through III of the grievance procedure will be eliminated and Levels IV and above will be utilized.
- M. The City agrees to permit an employee and the immediate Association Representative to consult during work hours concerning a potential grievance subject to obtaining approval from the employee's first line supervisor. The Association agrees that this

privilege shall not be utilized to prepare formal grievances during working hours, but to simply consult with an employee and/or supervisor in order to avoid the necessity of processing a formal grievance; or to set an appointment between the Association Representative and the employee after working hours for the preparation of a legitimate grievance. The City agrees to encourage cooperation with the Association Representative and employees in this regard, provided that the City will not permit the effective and/or efficient operation of the City to be interfered with. The City retains the right to revoke this privilege at any time, provided that prior to taking any such action, the City agrees to meet and confer with the Association in order to avoid the necessity of exercising this right.

- N. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
1. Each employee in the “group” grievance is individually named.
 2. The grievable matter is exactly the same for each employee cited in the grievance.
 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the group filing the grievance.

Article 14. Layoff Procedure

- A. The City Manager may layoff regular and probationary workers at any time for lack of work or other changes that have taken place. The employee and the employee’s organization are to be given two weeks’ notice before such a layoff is to take place. The City shall meet and consult with the concerned employee organization on such matters as the timing of the layoff and the number and identity of the employee(s) affected by the layoff during the two weeks period prior to the proper layoff action.
- B. A demotion or transfer to another department may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:
1. Temporary employees in the affected classification shall be removed first.
 2. Probationary employees in the affected classification shall be removed next.
 3. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.
- D. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City (displacement seniority)

seniority provided it is in a position in which the employee formerly held a regular appointment, or is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her, and shall in the same manner, be eligible to displace to a position in a classification in which the employee formerly held a regular appointment or is qualified by education and/or experience, and is capable of performing the duties of the classification.

- E. Failure to return to work from layoff within 15 calendar days after notice to return by certified or registered mail to the employee at the employee's last known address on file with the City Human Resources Department or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

Article 15. Holidays

Section 15.01 Paid Holidays

- A. The following paid holidays, except as provided in Section 15.02 below, shall be observed on the day specified.

New Years Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Lincoln's Birthday	February 12 th
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Admission Day	September 9 th
Columbus Day	2 nd Monday in October
All Statewide Election Days	
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after the 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

Every day designated by the President of the United States or by the Governor of the State of California. Any special holiday called by the President or Governor of the State of California. Any special holiday or Designated day called by the President or Governor shall be paid on a one-time only basis.

Section 15.02 Holiday Work Compensation (Holiday Pay)

- A. Shift employees will receive 12 hours credit for each of the above holidays in accordance with the hours/holiday formula in effect at the beginning of this MOU regardless of whether the employee is on or off duty when the holiday occurs.
- B. The City agrees to pay for holiday credit in a separate check the first “full” pay period in November. This check will be subject to the regular deductions.

Article 16. Vacation

Section 16.01 Vacation Accrual

Employees shall accrue vacation hours evenly over 26 pay periods each year as follows:

A. Shift Personnel

Year of Service	# of 24 Hour Vacation Shifts Earned
1 – 4	7
5 - 9	9
10 – 14	11
15 – 19	12
20 – 24	13
25 – 29	14
30 +	15

B. Non-Shift Personnel

Year of Service	# of Hours Earned
1 – 3	~~120~~ 144
4	~~152~~ 128
5 – 9	~~136~~ 160
10 – 14	~~176~~ 200
15 – 19	~~184~~ 208
20 – 24	~~192~~ 216
25 – 29	~~200~~ 224
30+	~~208~~ 232

Section 16.02 Vacation Carry – Over

The maximum amount of vacation time that can be “carried over” from year-to-year shall be 400 hours.

This maximum limit can be extended for a specified period of time upon recommendation of the Fire Chief and approval of the City Manager if an employee is unable to take vacation due to operational needs.

Section 16.03 Vacation Conversion

The accrued vacation balance of employees transitioning between a shift classification and a non-shift classification will be subject to conversion on the effective date of such transition. An employee transitioning from a shift classification to a non-shift classification will have their current vacation balance divided by 1.325 to determine the number of vacation hours available at the beginning of the employee's non-shift assignment. An employee transitioning from a non-shift classification to a shift classification will have their current vacation balance multiplied by 1.325 to determine the number of vacation hours available at the beginning of the employee's shift assignment.

Article 17. Leaves of Absence with Pay

Section 17.01 Sick Leave

- A. City employees are entitled to sick leave for:
1. Any bona fide illness or injury.
 2. Quarantine due to exposure to contagious disease.
 3. Any treatment or examination including, but not limited to, medical, dental, ocular.
 4. Death in the immediate family.
 5. Sickness of immediate family as provided for in Section 17.01(B)
 6. Resolution of issues related to the employee being a victim of domestic violence, sexual assault, or stalking.
- B. Employees may use up to 48 hours of sick leave per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).
1. Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c). This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling.
 2. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
 3. Employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
- C. This provision may be changed if any changes are made to Labor Code Section 233
- D. A City employee is not entitled to sick leave for illness or injury arising out of

employment, other than employment for the City, for monetary gain or other compensations, or by reason of engaging in business or activity for monetary gain or other compensation.

- E. Employees accrue 144 hours of sick leave per year, spread evenly over 26 pay periods. Non-shift employees accrue 96 hours per year, spread evenly over 26 pay periods.
- F. During the first six months of service, sick leave and vacation time may be used for bona fide personal injury or illness. If an employee does not complete the probationary period, any wages advanced to the employee to cover sick leave shall be deducted from the final paycheck. Upon satisfactory completion of six months service, an employee shall be credited with earned sick and vacation leave less any days that may have been used for an illness or injury during the first six months of service.
- G. There shall be no limit on the amount of sick leave that may be accrued by a regular employee.
- H. The employee may use sick leave for leave pursuant to California Labor Code Section 233 (KinCare). See Section 17.06 Family Medical Care Leaves.
- I. Sick leave shall not be taken as vacation time or compensated for in money at any time unless taken off as defined in Section 17.01A above.
- J. All determinations of sick leave shall be made by the department head concerned subject to the approval of the Personnel Officer.
- K. Shift employees are given credit for 12 hours sick leave each month. If an employee is absent for a 24-hour duty period, the employee is charged with using 24 hours of sick leave credit.

Section 17.02 Bereavement Leave

- A. Immediate family for purposes of Sections 17.02 and 17.03 is defined as spouse, domestic partner, children, parents, brother, sister, grandfather, grandmother, grandchild, and the employee's mother-in-law, father-in-law, stepfather, stepmother and stepchildren or any person who the employee has been assigned legal custody, or others required by Family Code Section 297 or successor legislation.
- B. In the event of a death in the employee's immediate family, non-shift employees shall be granted three (3) working days paid bereavement leave. Shift employees will be granted two (2) shifts paid bereavement leave. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time. Shift and non-shift employees shall be granted additional working days of unpaid bereavement leave in the event of a death in the employee's immediate family member, not to exceed a total of five (5) working days of paid and unpaid bereavement leave. The employee may elect to use accrued time off including sick leave, vacation or accrued compensatory time to cover all or a portion of the unpaid portion of their bereavement leave.
- C. A maximum of five (5) working days paid bereavement leave shall be granted non-shift employees if there is a death in the immediate family outside the State boundaries. Shift employees will be granted two (2) shifts paid bereavement leave with a maximum of three shifts if the death in the immediate family is outside the State boundaries. Such leave will not be charged against sick leave, vacation, or accrued compensatory time.

Shift employees shall be granted additional working days of unpaid bereavement leave in the event of a death in the employee's immediate family member, not to exceed a total of five (5) working days of paid or unpaid bereavement leave. The employee may elect to use accrued time off including sick leave, vacation or accrued compensatory time to cover all or a portion of the unpaid portion of their bereavement leave.

D. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.

E. Non-shift employees shall be granted one (1) working day paid personal leave to attend the funeral of a close relative not in the employee's immediate family. Shift employees will be granted one (1) shift.

~~A. Immediate family for purposes of Sections 17.02 and 17.03 is defined as spouse, children, parents, brother, sister, grandfather, grandmother, grandchild, and the employee's mother-in-law, father-in-law, stepfather, stepmother and stepchildren or any person who the employee has been assigned legal custody, or others required by Family Code Section 297 or successor legislation.~~

~~B. In the event of a death in the employee's immediate family, non-shift employees shall be granted three working days paid bereavement leave. Shift employees will be granted two shifts paid bereavement leave. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.~~

~~C. A maximum of five working days paid bereavement leave shall be granted non-shift employees if there is a death in the immediate family outside the State boundaries. Shift employees will be granted two shifts paid bereavement leave with a maximum of three shifts if the death in the immediate family is outside the State boundaries. Such leave will not be charged against sick leave, vacation, or accrued compensatory time.~~

~~D. Non-shift employees shall be granted one working day paid personal leave to attend the funeral of a close relative not in the employee's immediate family. Shift employees will be granted one shift.~~

~~E. Employees may be excused by department heads to attend the funeral of deceased City employees without loss of pay.~~

F. Employees may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

Section 17.03 Personal Leave

A. An employee may use any compensatory time the employee has accrued, but no more than three working days of sick leave per fiscal year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:

1. Sickness within the employee's immediate family,
2. Bereavement leave for other than members of the employee's immediate family,
3. Court appearances when required to be present,

4. Observance of one recognized annual religious service, and
 5. Any other personal need requiring a leave during working hours when approved by the City Manager upon the recommendation of the department head or his authorized representative.
- B. Court appearances, observances of a recognized annual religious service, and other personal needs requiring an appointment during working hours are purposes for which the employee must provide no less than two working days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two working day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- C. Personal leave shall be used in accordance with the rules set forth in the Personnel Rules and Regulations Manual and shall be charged at the employee's discretion against any unused sick leave, vacation, or compensatory time the employee has accumulated provided there is not conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any accrued, or without pay.

Section 17.04 Paternity Leave

- A. Each employee will be entitled to two working days paternity leave in the event the employee's wife/partner gives birth to the employee's child. Such leave may be taken at the employee's discretion within 6 weeks before or after the estimated due date. These days will be taken without charge to the employee's accrued time. These days will also be considered as leave under the provisions of FMLA/CFRA. See also 17.06 Family Medical Care Leaves.
- B. Notice of such leave must be provided by the employee in advance so that the operational needs of the department are met.
- C. The employee may be required to furnish evidence satisfactory to the City of the birth.

Section 17.05 Catastrophic Leave Program

- A. The City agrees to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury caused by either physical or mental impairment or other unforeseen catastrophic event as determined by the Fire Chief and approved by the City Manager.
- B. The City also agrees to permit employees to contribute a portion of their accrued vacation leave and/or compensatory time to another employee when such employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick leave may not be donated in this instance.
- C. All Catastrophic Leave transfers are subject to the following conditions:
1. The Human Resources Department shall review all requests from the receiving

- employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations.
2. Such illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. A statement from the employee's treating physician or the employee's immediate family members' treating physician is required.
 3. The receiving employee has been absent from work due to injury or prolonged illness as defined above and has exhausted all accrued leave and is therefore facing financial hardship.
 4. Pregnancy is excluded from this provision. Injuries or illness resulting from a pregnancy may be covered under this provision with a statement from the employee's or the employee's immediate family members' treating physician as the final authority.
 5. The employee will be on a medical leave of absence for over 40 hours for non-shift personnel and two shifts for shift personnel due to the illness or injury.
 6. Contributing employee must have at least 96 hours sick leave remaining after such contribution and the leave application rate will be based on the contributing employee's dollar value, which will be adjusted proportionally to the receiving employee's rate.
 7. The transfers must be in whole hour increments. The amount or the donation will be made in accordance with the recipient's need by the Human Resources Department.
 8. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
 9. Transfers shall be made on a form prescribed by the Human Resources Department.
 10. The types of accrual time which may be donated shall be as follows:
 - a. Sick leave to employees in all bargaining units for verifiable illness or injury caused by either physical or mental impairment.
 - b. Vacation and compensatory time to employees in all bargaining units and for instances as defined in Section 17.05 as, "...other unforeseen catastrophic event as determined by the Fire Chief and approved by the City Manager" as well as an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent, or child.

Section 17.06 Family Medical Care Leaves

- A. Family Leave shall be granted in accordance with the California Rights Act of 1991 and the Family and Medical Leave Act of 1993, and any modified provisions and interpreted regulations for those respective statutes. For information concerning FMLA or CFRA, contact the Human Resources Department.
- B. Maternity, Paternity and Family Medical Care Leave of up to 12 weeks shall be granted in accordance with FMLA and CFRA statutes.
- C. The employee may utilize up to six weeks of accrued sick leave for leave of absences

that fall under the provisions of the FMLA and CFRA. This sick leave may be in addition to any unpaid leave, which may be granted under the provisions of FMLA and CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA and CFRA.

- D. Maternity leave may be extended at the request of the employee for a period not to exceed three months.
- E. Employees may use up to half of their annual sick leave accruals per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).
 - 1. Immediate family for this provision includes spouse, children (biological, foster, adopted, stepchild, or legal ward), or parent (biological, foster, adoptive, stepparent, or legal guardian) for purposes of family sick leave usage as defined in Labor Code Section 233.
 - 2. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
 - 3. Employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
 - 4. This provision may be changed if any changes are made to Labor Code Section 233.

Article 18. Safety Program

The Association and the City agree to utilize their best efforts in cooperation to develop a safety program whereby all employees are provided a safer working environment. Included among, but not limited to such efforts, shall be a joint safety committee, recommendations on safety equipment, and the encouragement of the use of existing safety equipment.

Article 19. Training and Certifications

- A. The City agrees to continue its participation in the California Firefighter Joint Apprenticeship Committee Program for the duration of this MOU. Such agreement of participation is contingent upon all elements, conditions, and provisions relative to the program remaining unchanged from that which was in effect at the time the MOU became effective.
- B. The City will continue to pay the fees required for the State of California EMT-P licensure and San Bernardino County (ICEMA) accreditation for personnel certified as paramedics.

Article 20. Separability

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or

section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

Article 21. Duration and Implementation

C. This MOU shall upon ratification by both parties become effective ~~January 1, 2018~~July 1, 2023 and will remain in full force and effect up to and including June 30, 20272.

A.D. Each party shall exercise its right to present bargaining proposals for a successor Agreement no earlier than 120 days prior to the expiration of this MOU and no later than 90 days prior to the expiration of this MOU.

All terms and conditions set forth in this MOU are hereby ratified by the unit members and approved by the City Council on the 16th day of ~~January, 2018~~June 2023.

City of Ontario		Ontario Firefighters Association Local 1430 I.A.F.F	
Scott Ochoa City Manager	Date	Kevin Fugate President	Date
Angela C. Lopez Director of Human Resources	Date	Geoffrey Trapani Vice President	Date

APPENDIX A

Ontario Firefighter Association

		<i>Approximate Salaries*</i>			
		July 3, 2023		July 14, 2024	
Classification	Step	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Firefighter Trainee	1	\$39.91	\$6,917.73	\$41.11	\$7,125.73
	2	\$41.90	\$7,262.67	\$43.16	\$7,481.07
	3	\$44.00	\$7,626.67	\$45.32	\$7,855.47
	4	\$46.20	\$8,008.00	\$47.59	\$8,248.93
	5	\$48.51	\$8,408.40	\$49.97	\$8,661.47
Firefighter - 40 hr	1	\$44.08	\$7,641.01	\$45.41	\$7,870.68
	2	\$46.26	\$8,022.26	\$47.65	\$8,263.41
	3	\$48.58	\$8,419.58	\$50.04	\$8,672.21
	4	\$51.01	\$8,844.46	\$52.55	\$9,110.88
	5	\$53.56	\$9,285.42	\$55.17	\$9,565.62
Firefighter - 56 hr	1	\$33.27	\$7,641.01	\$34.27	\$7,870.68
	2	\$34.93	\$8,022.26	\$35.98	\$8,263.41
	3	\$36.66	\$8,419.58	\$37.76	\$8,672.21
	4	\$38.51	\$8,844.46	\$39.67	\$9,110.88
	5	\$40.43	\$9,285.42	\$41.65	\$9,565.62
Fire Engineer - 40 hr	1	\$52.52	\$9,103.99	\$54.10	\$9,377.29
	2	\$55.15	\$9,558.73	\$56.81	\$9,845.81
	3	\$57.91	\$10,036.43	\$59.65	\$10,339.59
	4	\$60.78	\$10,534.81	\$62.61	\$10,851.75
	5	\$63.81	\$11,060.75	\$65.73	\$11,393.76
Fire Engineer - 56 hr	1	\$39.64	\$9,103.99	\$40.83	\$9,377.29
	2	\$41.62	\$9,558.73	\$42.87	\$9,845.81
	3	\$43.70	\$10,036.43	\$45.02	\$10,339.59
	4	\$45.87	\$10,534.81	\$47.25	\$10,851.75
	5	\$48.16	\$11,060.75	\$49.61	\$11,393.76
Fire Captain - 40 hr	1	\$62.07	\$10,757.59	\$63.94	\$11,081.42
	2	\$65.19	\$11,301.90	\$67.15	\$11,641.80
	3	\$68.44	\$11,862.28	\$70.50	\$12,218.27
	4	\$71.86	\$12,457.12	\$74.02	\$12,831.48
	5	\$75.43	\$13,079.52	\$77.70	\$13,472.25
Fire Captain - 56 hr	1	\$46.84	\$10,757.59	\$48.25	\$11,081.42
	2	\$49.21	\$11,301.90	\$50.69	\$11,641.80
	3	\$51.65	\$11,862.28	\$53.20	\$12,218.27
	4	\$54.24	\$12,457.12	\$55.87	\$12,831.48
	5	\$56.95	\$13,079.52	\$58.66	\$13,472.25
Fire Investigation Supervisor - 40 hr	1	\$62.07	\$10,757.59	\$63.94	\$11,081.42
	2	\$65.19	\$11,301.90	\$67.15	\$11,641.80
	3	\$68.44	\$11,862.28	\$70.50	\$12,218.27
	4	\$71.86	\$12,457.12	\$74.02	\$12,831.48
	5	\$75.43	\$13,079.52	\$77.70	\$13,472.25
Fire Investigation Supervisor - 56 hr	1	\$46.84	\$10,757.59	\$48.25	\$11,081.42
	2	\$49.21	\$11,301.90	\$50.69	\$11,641.80
	3	\$51.65	\$11,862.28	\$53.20	\$12,218.27
	4	\$54.24	\$12,457.12	\$55.87	\$12,831.48
	5	\$56.95	\$13,079.52	\$58.66	\$13,472.25

Memorandum of Understanding

Between

**Association of Ontario
Management Employees**

And

City of Ontario

July 1, ~~2021~~2023

through

June 30, ~~2023~~2025



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Article I. ADMINISTRATION

Section 1.01 Parties to the Agreement

This Memorandum of Understanding (hereinafter known as the Agreement) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Association of Ontario Management Employees (hereinafter known as the Association).

Section 1.02 Recognition

The City hereby formally recognizes the Association as the Representative for those regular employees employed by the City and defined in Rule I, Section 9 of the Personnel Rules and Regulations, in the following classifications.

<u>Accounting Manager</u>	<u>Administrative Officer</u>
<u>Assistant City Engineer</u>	<u>Assistant Parks and Maintenance Director</u>
<u>Assistant Planning Director</u>	<u>Broadband Coordinator</u>
<u>Broadband Operations Manager</u>	<u>Business License Supervisor</u>
<u>City Auditor</u>	<u>Community Improvement Supervisor</u>
<u>Community Information Supervisor</u>	<u>Community Life and Culture Officer</u>
<u>Community Relations and Communication Manager</u>	<u>Continuum of Care Manager</u>
<u>Deputy Fire Marshal</u>	<u>Economic Development Coordinator</u>
<u>Emergency Manager</u>	<u>EMS Nurse</u>
<u>Environmental Programs Manager</u>	<u>Fire Communications Manager</u>
<u>Fire Protection Analyst</u>	<u>Fleet Services Manager</u>
<u>Forensic Manager</u>	<u>Integrated Waste Assistant Division Manager</u>
<u>Integrated Waste Division Manager</u>	<u>Internal Audit Manager</u>
<u>Library Services Manager</u>	<u>Museum, Arts and Culture Manager</u>
<u>Parks and Maintenance Manager</u>	<u>Payroll Manager</u>
<u>Performance and Optimization Manager</u>	<u>Plan Check Engineer</u>
<u>Police Administrative Manager</u>	<u>Police Communications Manager</u>
<u>Police Records Manager</u>	<u>Principal Broadband Analyst</u>
<u>Principal Engineer</u>	<u>Principal Human Resources Agency Partner</u>
<u>Principal IT Analyst</u>	<u>Principal Planner</u>
<u>Principal Project Manager</u>	<u>Principal Risk Management / Benefits Agency Partner</u>
<u>Project Manager</u>	<u>Public Facilities Maintenance Manager</u>
<u>Purchasing Manager</u>	<u>Recreation/Community Services Manager</u>
<u>Revenue Manager</u>	<u>Senior Associate Civil Engineer</u>
<u>Senior Associate Engineer</u>	<u>Senior Financial Analyst</u>
<u>Senior Landscape Architect</u>	<u>Senior Legislative Analyst</u>
<u>Senior Management Analyst</u>	<u>Senior Network Engineer</u>
<u>Senior Plan Check Engineer</u>	<u>Senior Planner</u>
<u>Senior Project Coordinator</u>	<u>Senior Project Manager</u>
<u>Supervising Building Inspector</u>	<u>Supervising Managing Curator</u>
<u>Supervising Plans Examiner</u>	<u>Supervising Public Works Inspector</u>
<u>Sustainability Program Manager</u>	<u>Traffic/Transportation Manager</u>
<u>Urban Forestry Manager</u>	<u>Utilities Customer Services Supervisor</u>
<u>Utilities Engineering Division Manager</u>	<u>Utilities Operations Assistant Division Manager</u>

<u>Utilities Operations Division Manager</u>	<u>Utilities Project Manager</u>
<u>Water Production Manager</u>	<u>Water Quality Programs Manager</u>
<u>Water Resources Manager</u>	<u>Water/Sewer Maintenance Manager</u>

Classification Listing	
~~Accounting Manager~~	~~Administrative Officer~~
~~Assistant City Engineer~~	~~Assistant Parks and Maintenance Director~~
~~Assistant Planning Director~~	~~Broadband Coordinator~~
~~Broadband Operations Manager~~	~~City Auditor~~
~~Community Improvement Supervisor~~	~~Community Information Supervisor~~
~~Community Life and Culture Officer~~	~~Continuum of Care Manager~~
~~Deputy Fire Marshal~~	~~Economic Development Coordinator~~
~~Emergency Manager~~	~~EMS Nurse~~
~~Environmental Programs Manager~~	~~Fire Communications Manager~~
~~Fire Protection Analyst~~	~~Fleet Services Manager~~
~~Forensic Manager~~	~~Integrated Waste Assistant Division Manager~~
~~Integrated Waste Division Manager~~	~~Internal Audit Manager~~
~~Library Services Manager~~	~~Parks and Maintenance Manager~~
~~Payroll Manager~~	~~Performance and Optimization Manager~~
~~Plan Check Engineer~~	~~Police Communications Manager~~
~~Police Records Manager~~	~~Principal Broadband Analyst~~
~~Principal Engineer~~	~~Principal IT Analyst~~
~~Principal Planner~~	~~Principal Project Manager~~
~~Project Manager~~	~~Public Facilities Maintenance Manager~~
~~Purchasing Manager~~	~~Records Manager~~
~~Recreation/Community Services Manager~~	~~Revenue Manager~~
~~Senior Associate Civil Engineer~~	~~Senior Associate Engineer~~
~~Senior Financial Analyst~~	~~Senior Human Resources Analyst~~
~~Senior Landscape Architect~~	~~Senior Legislative Analyst~~
~~Senior Management Analyst~~	~~Senior Network Engineer~~
~~Senior Plan Check Engineer~~	~~Senior Planner~~
~~Senior Project Coordinator~~	~~Senior Project Manager~~
~~Supervising Building Inspector~~	~~Supervising Managing Curator~~
~~Sustainability Program Manager~~	~~Traffic/Transportation Manager~~
~~Utilities Customer Services Supervisor~~	~~Utilities Engineering Division Manager~~
~~Utilities Operations Assistant Division Manager~~	~~Utilities Operations Division Manager~~
~~Utilities Project Manager~~	~~Water Production Manager~~
~~Water Quality Programs Manager~~	~~Water Resources Manager~~
~~Water/Sewer Maintenance Manager~~	

Section 1.03 City Personnel Rules

It is understood and agreed that there exists within the City certain personnel rules, policies, practices, and benefits, generally contained in the “City of Ontario Personnel Rules and Regulations,” and the “Employment Policies” in the City’s Online Policy Center which will continue in effect, except for those provisions modified by this Agreement, unless and until modified in accordance with state laws, orders, regulations, official instructions or policies. This section will conform within the scope of Meyers-Milias-Brown Act.

Section 1.04 Effect of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement.

This Agreement supersedes all previous agreements, understandings, and prior practices related to matters included within this Agreement.

Section 1.05 Definitions

A. Bargaining Unit

The employees defined in Section 1.02, Recognition.

B. Calendar Year

The period of 12 consecutive months commencing on January 1st and ending on December 31st.

C. Fiscal Year

The period of 12 consecutive months commencing on July 1st and ending on June 30th.

D. Day

A calendar day, unless specified otherwise.

E. Emergency

A circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

F. Employee

1. Regular Employee - An employee who is scheduled to work on a full-time basis and has completed the probationary period.
2. Probationary Employee – A regular employee who has not completed the probationary period.

G. Week

Seven consecutive days beginning on Sunday and going through Saturday.

H. Working Day

A daily work period an employee is regularly scheduled to work each day. For example, an employee working a 5/8 schedule would have an eight hour working day; an employee working a 9/80 schedule would have eight nine-hour working days and one eight hour working day every two weeks; and an employee on a 4/10 work schedule would have a ten-hour working day.

Section 1.06 Management Rights

- A.** There are no provisions in the Agreement that will be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to

entering into this Agreement unless and only to the extent that the provisions of the Agreement specifically curtail or limit such rights, powers, and authority.

B. The rights of the City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
2. Set standards of service.
3. Determine the procedure and standards of selection for employment and promotion.
4. Direct its employees.
5. Relieve its employees from duty because of lack of work or for other legitimate reasons.
6. Maintain efficiency of government operations.
7. Determine the methods, means, and personnel by which government operations are to be conducted.
8. Determine the content of job classifications.
9. Take all necessary actions to carry out its mission in emergencies.
10. Exercise complete control and discretion over its organization and the technology of performing its work.
11. To discharge, suspend, demote, reprimand, and withhold salary increases and benefits, or otherwise discipline employees for cause.
12. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards, and to require compliance herewith.

C. Where required by law, the City agrees, prior to implementation, to meet and confer with the Association over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Association members is provided for in this Agreement, Personnel Rules and Regulations or Administrative Manual.

Section 1.07 Employee Rights

- A. The City will afford regular employees the procedural due process safeguards as set out in the published decisions of the California courts.
- B. An employee will have the right to representation by a representative of their choice when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered.

Article II. EMPLOYMENT PROVISIONS

Section 2.01 Probationary Period

A. Objective

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing an employee's work and adjustment within the organization. During the probationary period, the City shall coach and provide direction to the employee to assess the employee's adaptability to the City's work environment and if

they are fully qualified for employment in the classification.

B. Length

1. An original appointment is defined as an appointment of a new hire, rehire, or temporary/part-time employee being appointed to a regular position. All original appointments shall be subject to a probationary period of 12 months.
2. A promotional appointment is defined as the appointment of a current full-time employee who is promoted into another full-time position. Promotional appointments into the classifications of Fire Communications Manager, Police Communications Manager and Police Records Manager shall be subject to a probationary period of 12 months. All other promotional appointments for employees who have attained regular status in a prior classification shall be subject to a probationary period of 6 months. Promotional appointments for employees who have not attained regular status in a prior classification shall be subject to a probationary period of 12 months. Time served during a temporary promotion does not count toward the probationary period in the higher classification.
3. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The Department Head may also extend an employee's probation by up to a total of six months upon written notice delivered to the employee prior to the completion of the employee's probationary period.

C. Probationary Release

During the probationary period, an employee may be terminated by the Department Head without cause and without the right of appeal. Notification shall be in writing to the employee and may be given without advance notice.

An employee who is released while serving a probationary period after promotion shall be returned to the employee's previous classification provided the employee had regular status in that classification.

Section 2.02 Hours of Work

A. Work Schedules

The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirements of municipal employment.

The City agrees to meet with the unit representatives as required by the Meyers-Millias-Brown Act relative to any changes to regular work schedule.

Section 2.03 Transfers and Job Changes

- A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer may be initiated at any time by the City Manager upon the recommendations of the Department Heads concerned, or to meet the needs of the service. All transfers must be within comparable classes, and no employee will be transferred to a position for which the employee does not possess the minimum qualifications. A transfer will not be used to circumvent the regulations surrounding promotion, demotion, advancement, or reduction in pay. If the employee being transferred has attained regular status in the employee's classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.
- B. A job change is an employee's voluntary movement into another classification at the same salary range or within 1%. A downward movement to a salary range within 1% will not be considered a demotion as defined in the Personnel Rules and Regulations. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the Department Heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

Section 2.04 Layoff Procedures

- A. The City Manager may layoff regular and probationary employees at any time for lack of work or other changes that have taken place. The City shall provide the Association with 30-day notice to begin employee impact discussion. The employee will be given two weeks' notice before such a layoff is to take place. The City shall meet and consult with the concerned employee organization on such matters as the timing of the layoff and the number and identity of the employee affected by the layoff during the two-week period prior to the layoff action.
- B. A demotion or transfer to another department with the City Managers' approval may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and placed on a "Recall List" and shall be eligible for recall for one year from the date of placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:
 - 1. Temporary employees in the affected classification shall be removed first.
 - 2. Probationary employees in the affected classification shall be removed next.
 - 3. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.
- D. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City seniority (displacement seniority) provided it is in a position in which the employee formerly held a regular appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The person scheduled for layoff shall displace the employee

with the least displacement seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to a position in a classification in which the employee formerly held a regular appointment, is qualified by education and/or experience, and is capable of performing the duties of the classification.

- E. Failure to return to work from layoff within 30 calendar days after notice to return by certified or registered mail to the employee at the employee's last known address on file with the City Human Resources Department or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City. The employee must notify the City regarding the employee's intent to return within seven calendar days from notice to return.

Article III. CLASSIFICATIONS

Section 3.01 New Classifications

The City agrees to meet and confer with the Association representative on any new classification approved, which appropriately should be added to the unit covered by this Agreement.

Article IV. COMPENSATION

Section 4.01 Salary

1. Effective July ~~42~~, ~~2024~~~~2023~~, employees within the unit will receive a ~~29.5~~% increase in base salary.
- ~~2.~~ Effective ~~July 3, June 30~~, 202~~52~~, employees within the unit will receive a ~~9.52~~% increase in base salary.
- ~~2.3.~~ Wages for the represented classifications shall be set forth in Appendix "A" attached to this Agreement.

Section 4.02 Pay Plan and Benefits Review

Prior to initiating the meet and confer process for a new Agreement, as described in Section 10.03(C), the City will complete a survey of compensation for a representative sample of comparable classifications in the cities of Anaheim, Burbank, Corona, Fullerton, Glendale, Pasadena, Pomona, Rancho Cucamonga, Riverside, San Bernardino, and Santa Ana. This survey information shall be provided to the Association.

Section 4.03 Overtime/Compensatory Time

- A. Employees in this unit are exempt from the overtime under the Fair Labor Standards Act (FLSA) due to the nature of their duties. Employees are expected to work the hours necessary to complete the requirements of their position. All pay, discipline and leave provisions will be administered consistent with FLSA requirements for exempt positions.

- B. In certain circumstances, the City Manager may authorize additional compensation or leave for substantial time required to meet emergency and/or storm responses, unusual scheduling required to meet the requirements of holiday coverage, attention to duties outside the normal work schedule and such other needs.
- C. Additional time worked during a workweek may be offset by adjustment in subsequent working hours the following week. This provision will be given first consideration prior to the implementation of any other form of compensatory adjustment.
- D. The earning and accrual of overtime and/or compensatory time requires the written approval of the City Manager.
- E. Compensatory time will not be provided for the following situations:
 - 1. Regular meetings of the City Council or any City Commission requiring attendance. Such meetings are considered a part of the normal duties of the position.
 - 2. Attending professional association meetings or speaking engagements that are not required by the Department Head.
 - 3. Working time beyond the normal workday necessary for efficient and effective departmental operations or for the purpose of maintaining good public relations. Any such time will be considered a part of the normal duties of the position.
- F. In all instances of compensatory time, management leave, and/or overtime, the first and foremost consideration in the administration of these policies will be the effective and efficient operation of the City Government and its respective departments as well as the specific departmental operations that may be affected.
- G. Overtime Compensation - Overtime for management personnel is defined as straight time compensation at the employee's regular hourly rate, except as provided for in Section 4.04(B).
- H. Compensatory Time - Compensatory time is defined as time off work provided to an employee in lieu of overtime pay and is time that may be accrued. Upon termination or retirement from the City, the employee will receive credit for any unused compensatory time that has been accrued.
- I. Application for Compensatory Time Leave
 - 1. Compensatory time should be applied for when a leave of extended duration is desired such as an absence in excess of two consecutive working days.
 - 2. All compensatory time will be recorded in the employee's comp time bank. The maximum amount of accrual is 240 hours.
 - 3. No compensatory time will be accrued in excess of 240 hours.

Section 4.04 Overtime/Compensatory Time for Direct Dispatching Services

- A. Employees in the classification of Fire Communications Manager, Police Communications Manager, and Police Records Manager are exempt from overtime under the FLSA due to the nature of their duties. Employees are expected to work the hours necessary to complete the requirements of their position. All pay, discipline, and leave provisions will be administered consistent with FLSA requirements for exempt positions.

- B. Although still considered to be FLSA exempt, employees in the classification of Fire Communications Manager, Police Communications Manager and Police Records Manager will be eligible to receive overtime compensation at the rate of one and one-half (1½) times the employees' regular rate of pay for time worked or deemed to have been worked in excess of 80 hours in a pay period only when providing direct dispatching services normally performed by Fire/Police Dispatch Supervisors or Fire/Police Senior Dispatchers and/or Dispatchers. Time deemed to have been worked for this provision shall include authorized absences for annual leave, holiday, retained sick, compensatory time, jury duty, bereavement, personal, military, and paid disciplinary leaves. In calculating an employee's regular rate of pay for overtime purposes, only the employee's base rate of pay will be included. No allowances or other forms of compensation will be included in the calculation to determine the employee's regular rate. Fire Communications Manager, Police Communication Manager and Police Records Manager will work in such assignments only when a search for other alternative replacements has been exhausted. Such assignments and overtime authorization shall be subject to the pre-approval of the Police Administrative Officer and/or Police Administrative Director or Fire Administrative Director.
- C. Employees who work overtime in accordance with the provisions in Section 4.04(B) may earn compensatory time in lieu of overtime pay subject to the approval of the Police Administrative Officer and/or Police Administrative Director or Fire Administrative Director. The earning and application of compensatory time shall be subject to the provisions listed in Section 4.03(H) and Section 4.03(I).

Section 4.05 Skills and Certifications

A. Bilingual Pay

1. Employees in positions designated by the Department Head which require communication skills in languages other than English who routinely and consistently ~~employees to~~ perform bilingual translation as part of their regular duties, may receive bilingual differential pay. Such differential will apply regardless of the total time required per day for such translation. Bilingual pay will be \$100 per pay period. Employees in such positions must be certified as competent in translation skills by the Human Resources Department to be eligible for compensation.
2. Unit employees approved to receive bilingual pay may be required to translate at City Council meetings, at the discretion of the City Manager or designee. Employees assigned to provide translation at the City Council meetings shall be compensated \$50 per meeting.

B. Notary Pay

1. Specified clerical positions, which are determined to require notary duties and who obtain and maintain a notary public certificate from the State of California, shall receive additional compensation. Each full-time unit employee who meets the eligibility requirements and is designated by the applicable Department Head and Human Resources Department to receive notary pay shall be compensated at the rate of \$25 per pay period.
2. Unit employees receiving notary pay shall also maintain their commission from the California Secretary of State. The City shall also pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

Section 4.06 Merit Increases

A. City Personnel Rules – Salary Adjustments

Merit increases are administered in accordance with the City Personnel Rule XI, as repeated below.

Section 1. Application of Rates

Employees occupying a position in the City service shall be paid at the rate established for their position. All original appointments shall be made at the minimum wage for the position, except when in the opinion of the City Manager circumstances warrant appointment at a higher step.

Section 2. Anniversary Date

Each employee's anniversary date will coincide with the employee's appointment to a new position in a different classification. All employees will retain their current anniversary dates until appointed to a new classification provided, however, that no employee shall receive more than one merit increase within any six months period. Any employee who is within ninety (90) days of achieving a merit raise at the time of promotion shall be entitled to an increase for the promotion and an increase for the merit step. All future increases while in that classification shall be in accordance with Section 3 below. The date of appointment shall be used to compute ~~vacation~~annual leave, sick leave, and retirement benefits.

The anniversary date of employees who take a leave of absence without pay for more than sixty (60) continuous calendar days will be extended by the length of the absence from work over sixty (60) days adjusted to the start of the nearest pay period.

SECTION 3. Advancements

The advancement of an employee is not automatic, but the result of increased service value to the City. Service value shall be determined by recommendation of the Department Head, length of service, personal performance record, special training, and any other evidence that illustrates the desire of the employee to do a better job.

The five levels of advancement for each full-time and part-time position are granted according to the conditions outlined in Section 1 and 2 and the preceding paragraph. The merit increase effective date is the closest payroll period to the employee's anniversary date.

- Step 1 - Entrance Level
- Step 2 - After six months service
- Step 3 - After one year at Step 2
- Step 4 - After one year at Step 3
- Step 5 - After one year at Step 4

Section 4. Salary on Promotion

Effective the first full-pay period upon ratification of this agreement.

An employee who is promoted shall be assigned to the lowest step of the new salary range which allows an increase of approximately five percent (5%) over the employee's current salary at the time of promotion. The Agency Head may recommend assignment to a higher salary step based on special circumstances to the Executive Director Human Resources. The date of promotion will establish a new salary review date and the employee shall be eligible for the next merit increase in accordance with Section 3. Advancements. The promotion date will be effective at the beginning of an established pay period.

B. Development Plans

An employee who receives a development plan after the due date with a recommendation for an increase in merit will be eligible to receive the applicable merit increase retroactively to the appropriate review date.

~~Section 4.07 — American Rescue Plan Act Premium~~

~~The American Rescue Plan Act (ARPA) provided federal relief funds to local government agencies for certain uses. Among those uses include premium pay for employees who perform essential work during the COVID-19 pandemic.~~

~~In recognition of Ontario employees' contributions and their continued diligence in providing essential services through the COVID-19 pandemic, active employees (with a probability of continued employment) as of January 28, 2022 will receive a one-time lump-sum payment as follows:~~

~~Assigned Agency (as of January 28, 2022)~~	~~American Rescue Plan Act Payment Amount~~
~~Ontario Fire Department; Ontario Police Department~~	~~\$10,000~~
~~All other Agencies~~	~~\$7,500~~

~~The ARPA Premium Payment is not pensionable and is taxed in accordance with IRS regulations. The ARPA Premium Payment will be issued in a separate paper check on or before February 11, 2022.~~

Article V. LEAVES – PAID AND UNPAID

Section 5.01 Holidays

A. The following paid holidays will be observed on the day specified below.

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day After 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- B. Any holiday listed in provision 5.01(A) which falls on Sunday shall be observed on the following Monday.
- C. Any holiday which falls on an employee's regular day off shall be accrued as annual leave. The employee shall receive annual leave equal to the employee's scheduled workday, not to exceed 10 hours per holiday, as follows:
1. Employees on an 8-hour per day work schedule shall receive 8 hours of annual leave.
 2. Employees on a 4/10 work schedule shall receive 10 hours of annual leave.
 3. Employees on a 9/80 work schedule shall receive annual leave in accordance with their scheduled workday as follows:
 - a. Employees shall receive the number of hours they were scheduled to work that day (e.g. 9 or 8 hours depending upon the day the holiday falls);
 - b. If the holiday falls on the employee's regularly scheduled or "flex" day off, the employee shall receive 9 hours of annual leave.
- D. Employees shall not be eligible for holiday pay for any pay period for which the employee either:
1. has an unapproved leave of absence during the pay period, or
 2. is on a leave of absence without pay for the entire pay period.
- E. The parties agree that at the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Year's Day. During this time, employees shall use accrued annual leave, management leave or compensatory time to cover the period of closure.

Section 5.02 Annual Leave

- A. The purpose of annual leave is to provide employees in the Management group the ability to accrue time for use in ~~vacation~~annual leave, sick leave and personal leave situations. Annual leave shall not be used:
1. to extend retirement or separation date;
 2. for illness or injury arising from outside employment, for which the employee is receiving workers' compensation or disability payments from another employer.
- B. Accrual of annual leave benefits will be based on year of service as follows:

Year of Service	Annual Leave Hours Earned Per Year
1 – 3	192
4	200
5 – 8	216
9 – 10	224
11	232
12	240
13	248
14	256
15	264
16+	272

- C. Annual leave shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, holiday, annual, bereavement, sick, personal, jury duty, military, and disciplinary leaves. It excludes amounts paid by any disability benefits, including short-term disability and workers' compensation.
- D. The maximum amount of annual leave that can be accrued is 800 hours. No leave will be accrued above 800 hours.
- E. Conversion of Accumulated ~~Vacation~~Annual leave Leave and Sick Leave to Annual Leave
1. All accumulated ~~vacation~~annual leave leave hours shall be converted to annual leave hours for employees that become Management employees as the result of promotion.
 2. If an employee with accumulated sick leave hours is promoted to a Management position, the employee may, at the employee's option, convert up to 100 hours of sick leave to annual leave hours. Remaining accumulated sick leave hours will be retained only for use as leave for the purposes described in Section 5.03.
 3. Upon promotion into the Management group, if the combination of converted sick and ~~vacation~~annual leave leave hours results in an annual leave balance of more than 750 hours, any leave hours over 750 hours will be converted to compensation at the rate prior to promotion.
- F. Annual Leave Conversion
1. Employees may request to convert a minimum of 8 hours and a maximum of 200 hours of their accumulated annual leave hours to salary compensation twice per calendar year. The total number of hours converted per calendar year shall not exceed 200. Employees may not convert accumulated annual leave below a balance of 40 hours.
 2. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
------------------	---------

2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

3. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:
 - i. Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.
 - ii. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.
4. The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.
5. The total combined number of annual leave and compensatory time hours converted per calendar year shall not exceed 200 hours.
6. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.
7. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave and/or compensatory time conversion salary program for the following calendar year.
8. In the event an employee has less hours in their annual leave and compensatory time bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave and compensatory time bank at the time of the actual cash-out.
9. If an employee makes an irrevocable election to cash-out annual leave and/or compensatory time in the following calendar year and uses such in that subsequent calendar year, the annual leave and compensatory time used will come from the annual leave or compensatory time the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused annual leave and/or compensatory time accumulated from previous calendar years shall not result in a reduction in the amount of annual leave and/or compensatory time hours the employee is eligible to cash-out.
10. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an “unforeseen emergency” means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an “immediate family member” is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee’s property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

11. Any conversion of annual leave hours to cash shall not cause the employee’s total amount of accrued annual leave in their annual leave bank to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee’s option. Requests for cash-out are to be submitted in a manner prescribed by the City.

Section 5.03 Use of Retained Sick Leave

- A. Employees may utilize any retained sick leave balance for use as paid leave for:
1. Any bona fide illness or injury;
 2. Quarantine due to exposure to contagious disease;
 3. Any treatment or examination including, but not limited to, medical, dental or ocular;
 4. Death in the immediate family;
 5. Conversion to CalPERS Service Credit.
- B. A City employee is not entitled to use retained sick leave for illness or injury arising out of employment, other than employment for the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- C. Retained sick leave cannot be used for catastrophic leave donations.
- D. All determinations of retained sick leave usage will be made by the Department Head concerned, subject to the approval of the Executive Director Human Resources / Risk Management Director.

Section 5.04 Management Leave

- A. Management leave is to be encouraged and is the desirable means of handling unusual work situations or requirements, which may be compensable under the provisions for compensatory time or overtime. Forty hours leave shall be granted to Management personnel at the first pay period ending in January. Employees hired or promoted into the Management unit after the first of the calendar year shall have their management leave allotment prorated according to the date of entry into the unit.
- B. Management leave is defined as an adjustment made in the employee’s work schedule in recognition of work situations and/or requirements that justify granting time off during

normal working hours when such adjustment will not interfere with or detract from the effectiveness and efficiency of the department.

- C. Management leave may be taken at any time for any purpose, subject to prior approval of the Management employee's supervisor. Employees shall use accrued management leave during the calendar year. Unused management leave shall be forfeited at the end of each calendar year.
- D. Employees cannot use management leave to extend retirement or separation date.

Section 5.05 Personal Leave

An employee may use up to three working days of retained sick leave per calendar year as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 5.06 Bereavement Leave

- ~~A. In the event of a death in the employee's immediate family, the employee will be granted three working days paid bereavement leave. Immediate family for this provision is defined as child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling, or others included in the definition of immediate family in California Labor Code Section 245.5(c) or successor legislation. Such bereavement leave shall not be charged against the employee's retained sick leave, annual leave, management leave, or accrued compensatory time.~~
- ~~B. A maximum of five working days paid bereavement leave will be granted if there is a death in the immediate family (as defined in Section 5.06.A) outside the State boundaries. Such bereavement leave shall not be charged against the employee's retained sick leave, annual leave, management leave or accrued compensatory time.~~
- ~~A. The employee will be granted one working day paid personal leave to attend the funeral of a close relative not in the employee's immediate family. A close relative is defined as an individual outside of the immediate family as defined in Section 5.05.A, who is an aunt, uncle, or cousin.~~
- A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against the employee's retained sick leave, annual leave, management leave, or accrued compensatory time. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including retained sick leave, annual leave, management leave, or accrued compensatory time to cover all or a portion of the unpaid portion of their bereavement leave.
- B. A maximum of five (5) working days paid bereavement leave will be granted if there is a death in the immediate family (as defined in Section 5.06(D)) outside the State boundaries. Such bereavement leave shall not be charged against the employee's retained sick leave, annual leave, management leave or accrued compensatory time.

- C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.
- D. Immediate family for this provision is defined as child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling, or others included in the definition of immediate family in California Labor Code Section 245.5(c) or successor legislation.
- E. The employee will be granted one (1) working day paid personal leave to attend the funeral of a close relative not in the employee's immediate family. A close relative is defined as an individual outside of the immediate family as defined in Section 5.06(D), who is an aunt, uncle, or cousin.
- ~~C.~~—
- ~~D.F.~~ City employees may be excused by Department Heads to attend the funeral of deceased City employees without loss of pay.
- ~~E.G.~~ The employee may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

Section 5.07 Family Medical Care Leaves

- A. Family Leave shall be granted in accordance with the California Family Rights Act (CFRA) of 1991 and the Family and Medical Leave Act (FMLA) of 1993, and any modified provisions and interpreted regulations for those respective statutes.
- B. Maternity, Paternity and Family Medical Care Leave of up to 12 weeks shall be granted in accordance with FMLA and CFRA statutes.
- C. Employees may utilize up to six weeks of retained sick leave for leaves of absence for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave may be in addition to any unpaid leave, which may be granted under the provisions of FMLA & CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA & CFRA.
- D. Employees are required to use 80 hours per pay period of all eligible leave accruals, or the number of hours for full integration if integrating with disability programs, up to 80 hours per pay period. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals include, but are not limited to, annual leave, management leave, and compensatory time off for any purpose, and retained sick leave if used for qualified medical, bereavement, or personal reasons as defined in this Article.

Section 5.08 Catastrophic Leave

- A. The City agrees to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury, caused by either physical or mental impairment.
- B. The City also agrees to permit employees to contribute a portion of their accrued annual leave and/or compensatory time to another employee when such employee is on an

approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick leave or retained sick leave may not be donated.

C. All Catastrophic Leave transfers are subject to the following conditions:

1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations
2. Catastrophic illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. Pregnancy is excluded from this provision; however, injuries or illnesses resulting from a pregnancy may be covered under this provision with a statement from the employee's treating physician as the final authority.
3. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee or employee family member's treating physician is required.
4. The receiving employee has exhausted all accrued leave and is therefore facing financial hardship.
5. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.
6. The leave application rate shall be based on the donating employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.
7. The donations must be in whole hour increments. The amount of the donation credited each pay period shall be in accordance with the receiving employee's needs.
8. The donations are irrevocable and shall be indistinguishable from other leave credits belonging to the receiving employee. Donations shall be subject to all taxes required by law.
9. Donations shall be made on a Catastrophic Leave form prescribed by the Human Resources Department.

Section 5.09 Jury Duty

- A. In the event any full-time employee is duly summoned to any court during the employee's scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from the employee's regular duties with pay. Any fees for the performance of such service, excepting mileage or subsistence allowances, shall be remitted to the City.
- B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 pm. If the employee is called to San Bernardino, the employee must return to work if dismissed by 2:00 pm. Upon return from jury duty, the employee shall present a certificate of service to the employee's department.
- C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Section 5.10 Submitting and Recording of Leave Time

It is recognized that in certain circumstances, the fulfillment of an employee's responsibilities

requires longer or more irregular hours than usual. In such instances, a department may allow an employee the flexibility to attend to personal business away from work during normal works hours without requiring the use of accrued leave. Exercising this flexibility shall not amount to compensating the employee on an hour off for an hour worked basis.

Employees shall submit requests for time off for full or partial day absences to their immediate supervisor or manager with as much advance notice as possible. Authority to approve the request is at the sole discretion of the immediate supervisor or manager based on the nature of the request and the operational demands of the department.

Full day absences: Employees are required to use their accrued time off (annual, leave, retained sick leave or management leave) for full day absences.

Partial day absences: An employee's partial day absence(s) exceeding two hours will be charged to the employee's accumulated time off, (annual leave, retained sick leave, or management leave), or taken as leave without pay. Absences of less than two hours will not be charged to accumulated time off or charged as leave without pay. Employees with approved intermittent Family Medical Leave, California Family Rights Act or other protected leave, the employee must record each hour not worked.

Employees are expected to complete their assigned duties regardless of their use of partial day absences. Flexibility of employee's work hours may or may not be granted based on operational needs, including the need for supervisors to be available to supervise nonexempt staff and/or to provide service to the public and internal customers.

Section 5.10 Paid Parental Leave

- A. Each employee shall be granted a paid parental leave of absence not to exceed forty (40) hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee's sick leave, annual leave, or accrued compensatory time.
- B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.
- C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statutes.
- D. Individuals subject to their initial probation period with the City of Ontario shall be required to complete a full duty on-the job probationary period as outlined in Section 2.01.

Article VI. BENEFITS

Section 6.01 Health Insurance Contribution

The City will contribute up to a maximum of \$300 per month toward health insurance premiums for active and retired employees. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan.

Section 6.02 Fringe Benefit Contribution

A. Health, Dental, and Vision Contributions

1. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental, and vision benefits.
2. **Enrollment:** An Eligible Employees must enroll in City medical insurance plan unless the employee satisfies the conditions to be eligible for the opt-out provision below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.
3. **City Contribution:** For eligible active employees who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01 (A), shall be tiered. Employees who enroll in the City's medical plan shall receive a monthly Health Flex Contribution based on the level of coverage selected by the employee as follows:

Single Coverage	\$765
Two-party Coverage	\$1,090
Family Coverage	\$1,380
4. Beginning January 1, 2018, for eligible active employees who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be based on the level of coverage selected by the employee, and equal to the corresponding Kaiser premium for the region in which the employee is enrolled and as reflected on the CalPERS monthly billing statement. Employees hired on or before December 31, 2017, selecting single party coverage shall receive a contribution of no less than \$765 per month, or the applicable Kaiser premium for single party coverage, whichever is greater. Employees hired on or after January 1, 2018, selecting single party coverage shall receive a monthly contribution up to the Kaiser premium for single party coverage for the region in which the employee is enrolled.
5. For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.
6. After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash. Effective, January 1, 2018, only those Eligible Employees hire on or before December 31, 2017 enrolled in single level

coverage may take the remainder of the City's contribution in cash as taxable compensation.

7. **Cash-in-Lieu Option:** An Eligible Employee will be eligible to receive cash-in-lieu of instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied.

- a) The employee signs a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt-Out Period.

- 1) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.
- 2) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- 3) Opt-Out Period means the plan year to which the opt-out arrangement applies.

- b) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

- c) The cash-in-lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section 6.02(D) are not otherwise satisfied.

- d) If the above conditions are satisfied:

- 1) Eligible Employees who waive coverage on or after September 1, 2004 are eligible to receive \$420 per month cash-in-lieu.
- 2) Eligible Employees who waived coverage before September 1, 2004 are eligible to receive \$485 per month cash-in-lieu.

8. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution up to the DPO basic plan premium for employee and dependents (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City dental plan will not receive employer contribution for dental premiums.

9. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution up to the basic vision plan premium for employees and dependents (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City vision plan will not receive employer contribution for vision premiums.

B. Eligibility Requirements

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and

be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.02(A). Paid status includes hours paid for: regular work time, compensatory time off, annual leave, management leave, bereavement leave, retained sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave, and paid holidays. It does not include amounts paid by any other disability benefits.

2. Employees on an extended leave of absence due to their own illness or injury who do not have sufficient leave accruals to meet the 15-hour minimum for paid status will be eligible to continue the fringe benefit contributions as follows:
 - a) Regardless of whether the employee has leave accruals available to use, the City will continue its contributions toward employee fringe benefit contributions for a leave of absence not to exceed a total 26 consecutive pay periods.
 - b) If the leave of absence is not consecutive, the continuation of the contributions toward fringe benefits shall not exceed 26 pay periods total in an 18-month period.
 - c) The employee is responsible for payment of any benefit cost above the applicable health allotment and any voluntary supplemental benefit plans during the employee's leave period. If the employee fails to make timely payments, their benefits will be discontinued.
3. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers' compensation payments.

C. Disability

The City shall pay the premium for the City's Disability Insurance Program for employees enrolled in the program.

D. Life and Accidental Death & Dismemberment Insurance

Employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD & D) insurance plan. The City will pay the premiums for life insurance coverage amounts of \$51,000 for basic life and \$54,000 for accidental death and dismemberment policies.

Section 6.03 Insurance Committee

The City agrees to continue the Insurance Committee that will have a representative designated by the Association as one of its members. This committee will have the responsibility to review the coverage in the appropriate insurance program and to represent an employee who has a question to the company. The committee will be composed of one representative from the recognized employee unit and one representative appointed by the City Manager. The Assistant City Manager will be an ex-officio member of the committee and entitled to attend all meetings. The committee or any of its members may invite other individuals to participate as resource people whenever the need arises, and prior notification is provided to the committee chair. Where applicable, meet and confer will be reopened to discuss any proposal of the Insurance Committee on health insurance approved by the majority of the Insurance Committee.

Section 6.04 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an

employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

Section 6.05 Retirement

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013, in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All classic members shall pay the employee contribution of eight (8%) percent as a pre-tax deduction to CalPERS.

B. New Member (PEPRA)

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act (PEPRA) of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013, or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members, including integration with Social Security.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. The required employee contribution for new members is 6.25%. This amount will be adjusted periodically by CalPERS.

C. Optional Benefits for Classic and New Members

The City’s contract with the Public Employees’ Retirement System includes the following optional benefits for both classic and new members:

- a. Section 20903 – Two Years Additional Service Credit
- b. Section 20965 – Sick Leave Credit
- c. Section 21024 – Military Service Credit
- d. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability
- e. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

Section 6.06 Deferred Compensation

- A. The City has established a Section 401(a) money purchase plan for employer contributions. The City shall contribute \$200 per month contribution to the Section 401(a) plan. The contribution will be paid in equal bi-weekly installments during the first and second pay periods of the month.
- B. Employees are eligible to participate in a 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may voluntarily contribute to the plan in accordance with plan provisions and subject to plan maximums.

Section 6.07 Employee Assistance Program

The City agrees to continue an employees' assistance program (EAP) for all employees in the Association. The parties agree that the EAP cannot be successful without absolute confidentiality regarding employee/family utilization of the program. Confidentiality will be maintained in full compliance with State and Federal Regulations.

Section 6.08 Tuition Reimbursement

To provide encouragement for all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic and continuing education courses that are determined to be job-related and subject to the following conditions:

- A. Full-time, employees that have successfully completed their initial probationary period are eligible.
- B. The determination that the course is job related shall be made by the employee's Department Head.
- C. The course shall provide college-level credit or professional continuing education from an accredited educational institution.
- D. The employee is not eligible for assistance from any other source.
- E. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
- F. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
- G. Classes shall not interfere with the employee's normal work hours. Any exceptions must be approved by the employee's Department Head.
- H. Certification of completion of the course with a passing grade must be obtained and submitted within 60 calendar days after completion of the course.
- I. The maximum reimbursement amount paid to an eligible employee shall not exceed \$1,000 per calendar year.

Tuition reimbursement requests shall be submitted to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall forward the request to the Human Resources Department for processing. The Human

Resources Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Section 6.09 Meal Reimbursement

An employee may request reimbursement for meals consumed after regular work hours when such employee is required by the Department Head to attend City Council meetings and City commission meetings that are in addition to those regularly scheduled. The limit for reimbursement shall be \$12, and only actual expenses will be reimbursed. Requests will be submitted on the City's reimbursement form through established channels and must include receipts verifying the expense.

Section 6.10 Uniforms

- A. Unit employees required to wear a uniform by the Agency/Department Head will receive uniform allowance of \$400 per year the first paycheck in July for the maintenance, cleaning, and normal repair of uniforms worn by the employee in the course of their employment during last fiscal year.
- B. The City shall provide Unit employees required to wear a uniform with a reasonable number of uniforms. Uniforms damaged in the line of duty shall be replaced by the City. Each year the Agency/Department Head shall inspect employee uniforms and replace accordingly.
- B.C. The City will report for "classic" employees the monetary value of the City-provided uniforms to CalPERS as special compensation pursuant to Section 6.10(A) and (B). The monetary value of the initial set of uniforms and any replacement uniforms shall not exceed \$600 per fiscal year, per employee.. The City will report the monetary value of initial and replacement uniforms "as earned" in the pay period provided.

Article VII. GRIEVANCE PROCEDURE

Section 7.01 Definitions

- A. Complaint
A concern of an employee, which arises from the application of a term of this Agreement, existing City Rule(s), Regulation(s) or Policy (Policies) regarding working conditions.
- B. Grievance
A written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement, existing City Rule, Regulation or Policy (Policies) regarding working conditions.
- C. Grievant
An employee(s), who allege(s) in a grievance that the employee has been directly wronged by a violation of a specific term(s) of this Agreement, existing City Rule, Regulation or Policy regarding working conditions. The term "grievant" as used in this Article may refer to the Association when alleging a violation of Article XII, as provided for in the Agreement.
- D. Representative

An employee or representative of the Association who at the grievant's request may be present at Levels I through IV. Representation of the employee at Level V may be by an Association representative or other representative designated by the employee.

E. Respond and File

Personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it will be by certified, return receipt requested mail, and the certified receipt date will establish the date of response or filing. If personal delivery is used, the calendar date of delivery will establish the date of response or filing.

Section 7.02 Level I - Informal Review

- A. An employee will have the right to present a complaint and to have the complaint considered with the immediate supervisor no later than 15 working days after the event giving rise to the complaint, or no later than 15 working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. The employee, whenever possible, will attempt to resolve the complaint informally with the immediate supervisor.
- C. The immediate supervisor will provide an answer to the employee no later than 14 working days after the Level I meeting. Such response will be provided orally.
- D. A resolution of the complaint at the informal level will not be precedent setting.

Section 7.03 Level II - Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance at the next level of supervision that may include the Department Head, Agency Head or City Manager. If the next level of supervision is the Agency Head, the grievance will automatically proceed at Level III, no later than 10 working days after the response of the immediate supervisor at Level I. If the next level of supervision is the City Manager, the grievance will be automatically processed at Level IV no later than 10 working days after the response of the immediate supervisor at Level I. The grievant will state the following clearly and concisely on a grievance form provided by the City:
 - 1. the specific term(s) of the Agreement, City Rule, Regulation or policy regarding working conditions, which have been violated;
 - 2. the action grieved, including names, dates, places, and times and how it violated a specific term(s) of this Agreement, City Rule, Regulation or policy regarding working conditions;
 - 3. the remedy sought;
 - 4. the name and classification of the grievant and their signature;
 - 5. the name of the representative, if any; and
 - 6. the date of submission.
- B. The Department Head will hold a meeting with the grievant at a mutually acceptable time and location no later than 10 working days after the receipt of the grievance. The Department Head will respond in writing to the grievant within 10 working days after the Level II meeting.

Section 7.04 Level III

- A. In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the Agency Head no later than 10 working days after the Level II response. If the next level of supervision is the City Manager, the grievance will be automatically processed at Level IV. The grievant will include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head may hold a meeting with the grievant at a mutually acceptable time and location. The Agency Head will respond to the grievant no later than 10 working days after the receipt of the Level III grievance.
- B. The grievant will present at Level III all issues and written evidence known or which could have been reasonably known. No additional issues may be presented by the grievant after Level III.
- C. Amendments and/or modifications to the grievance will not be made by the grievant after the Level III filing date, except by mutual agreement. This provision does not preclude either party from presenting new evidence should either party discover it at a later date. Each party will make an effort to share evidence with each other upon discovery.

Section 7.05 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than 10 working days after the receipt of the Level III response.
- B. The City Manager may hold a meeting with the grievant at a mutually acceptable time and location. The City Manager will respond to the grievant no later than 10 working days after receipt of the grievance at Level IV.
- C. If the grievance has not been settled at Level IV, then within 10 working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, the grievant may request arbitration, upon the request of the grievant, the Association may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Executive Director Human Resources / Risk Management Director.

Section 7.06 Level V - Arbitration

- A. Unless the specific language of the Agreement is in conflict, the arbitration procedure will be conducted in accordance with the rules of the American Arbitration Association or other procedures agreed upon by the parties.
- B. The arbitrator will be selected by mutual agreement of both parties from a list of arbitrators submitted by the American Arbitration Association or any other mutually acceptable body.
- C. The cost of any arbitration proceeding will be divided equally between the two parties.
- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, will result in the forfeiture of the case and responsibility for payment of all costs of arbitration. "Good Cause" will be defined as a circumstance(s) beyond control of the party failing to appear.

- E. A final decision of award of the arbitrator will be made within 30 calendar days after the close of the hearing. Such decision or award will be subject to the approval of the City Council. Either party will be given the opportunity to submit their arguments before the City Council with regard to the Arbitrators "Finding of Facts," prior to such approval.
- F. Expenses for witnesses will be borne by the party who calls them.
- G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this Agreement, City Rule, Regulation or policy regarding working conditions.
- H. If an arbitrability question exists, the arbitrator will determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

Section 7.07 General Provisions

- A. Failure of the grievant to comply with the time limitations of this Article will render the grievance null and void. Failure by the City representative to timely respond under this Article will permit the grievance to be filed at the next level.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. The processing of grievances filed and unresolved prior the effective date of this Agreement may continue under the grievance procedure in effect at the time of initial filing.
- D. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- E. The preparation of grievances will be on the employee's personal time and not during working hours.
- F. The parties may consolidate at any level grievances on similar issues.
- G. Grievance records will be filed separately from an employee's personnel file and will be considered confidential.
- H. A grievant may withdraw a grievance at any time. The grievant will not file any subsequent grievance on the same alleged incident.
- I. A decision by the Association to submit a grievance to arbitration will automatically be a waiver of all other remedies except as provided otherwise by statute.
- J. No individual City Council member may be approached concerning the grievance at any time the grievance is being processed.
- K. In the event a grievant elects to represent themselves or is represented by someone other than provided by the Association, the Association will be notified of the nature and resolution of the grievance; provided however, that the names of employees and confidential information will not be disclosed. Notification of the employee's Association will be made within a reasonable time following the resolution of the grievance.
- L. Organizational channels will be utilized at all times and participation in the grievance and the discussion of information related thereto will be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.

- M. In the event of a disciplinary action of an employee involving a suspension, reduction in pay or demotion or termination where a pre-disciplinary hearing has already been held, Levels I through III of the grievance procedure will be eliminated and Levels IV and above will be utilized.
- N. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
 - 1. Each employee in the "group" grievance is individually named.
 - 2. The grievable matter is exactly the same for each employee cited in the grievance.
 - 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the Association filing the grievance.

Section 7.08 Authority of Third Party

Each issue decided by a third-party neutral will stand on its own merits and will not be used as a precedent by any other third party neutral in deciding any issue before them.

Article VIII. Disciplinary Action

Section 8.01 Definition

- A. An employee may be disciplined for violation of policies, misconduct, or any other just cause. Discipline is defined as demotion, discharge, reduction-in-pay, and suspension of employees with regular status. Letters of reprimand, counseling memos, performance improvement plans, performance evaluations, and other related actions are not considered discipline for purposes of this article. This procedure applies to full-time employees with regular status.
- B. Probationary employees are excluded from the provisions of this article. These employees may be disciplined, but the requirements for notification and appeals do not apply. Procedures related to probationary employees are governed by Section 2.03.
- C. All discipline will be administered consistent with Fair Labor Standards Act requirements for exempt employees.

Section 8.02 Notification and Appeal Procedure

- A. The employee shall be given written notice of the City's intent to discipline. Such notice will contain the following information upon which the proposed action is based:
 - 1. the reasons and the charges;
 - 2. a statement of the events or circumstances;
 - 3. written documentation or other related evidence; and
 - 4. response rights

- B. The employee will be given the right, either orally or in writing, to respond to the Department Head. The employee will have 14 calendar days from the date the notice of disciplinary action is issued to complete the response.
- C. The Department Head shall consider the information provided by the employee and make a final determination regarding discipline. The employee shall receive written notification of the final determination. The final disciplinary action will be implemented at that time.
- D. The employee may appeal the discipline within 14 calendar days. The appeal must be filed with the Human Resources Department on or before the 14th day. The employee shall include the reason for the appeal and state whether they request the appeal with the City Manager or an Agency Head designated by the City Manager (“hearing officer”) or with an outside arbitrator (“arbitrator”).
- E. The employee has the ability to choose whether the appeal will be heard with an internal hearing officer or an outside arbitrator. If the employee chooses the internal hearing officer, however, the City Manager may refer the disciplinary appeal to an outside arbitrator.

Section 8.03 Arbitration Procedures

- A. The appeal, whether heard by a hearing officer or an arbitrator shall be a full evidentiary hearing. The hearing officer chosen will have no or minimal prior knowledge of the case so that the hearing officer or arbitrator can act as a neutral and independent reviewer of the disciplinary action.
- B. Appeals heard by a hearing officer shall be at no cost to the employee. The cost for appeals heard by an outside arbitrator, including the arbitrator, court reporter, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, other than City employees, however, shall be borne by the party who calls them. However, if the employee chooses the hearing officer option and the City exercises its right to use an outside arbitrator instead, the City will pay all arbitration costs.
- C. Unless the specific language of the MOU is in conflict, the appeal hearing shall be conducted in accordance with the City’s Disciplinary Hearing Procedures.
- D. The arbitrator shall be selected by mutual agreement of both parties. The hearing officer shall be the City Manager, or an Agency Head the City Manager designates.
- E. Failure of the part of the City representative or employee to appear at the appeal hearing, without good cause, shall result in forfeiture of the case and, in the case of a hearing with an outside arbitrator, responsibility for payment of all costs of the arbitration.
- F. A final decision of the hearing officer or arbitrator shall be made within 30 calendar days after the close of the hearing.
- G. The hearing officer or arbitrator’s decision shall be implemented unless either party requests the review of the City Council. Such a request to review must be made in writing to the Executive Director –Human Resources / Risk Management Director within 30 calendar days after receipt of the decision. The City Council can adopt, modify, or reject the decision.

Section 8.04 Written Rebuttals

- A. Letters of reprimand, counseling memos, performance evaluations, performance improvement plans, and other similar written actions are not subject to the notification and appeal procedures in this article. Similarly, probationary discharge, probationary demotions, or other actions taken while an employee is on probation are not subject to the notification and appeal procedures in this article. However, an employee may prepare a written response to be placed in the personnel file along with the document. Such written rebuttal must be made within 30 days of receipt of the document.

Article IX. ASSOCIATION MEMBERSHIP AND ACTIVITY

Section 9.01 Release Time

A designated member of the Association may receive reasonable release time to represent another unit member in matters relative to working conditions. Such leave time shall be accommodated only after operational needs of the releasing department are met.

Section 9.02 Records

The City shall provide via email the President of the Association a monthly list of all employees in the association, including the employee's classification title, seniority date within classification, work location, hire date, home address, personal email address (if available) and personal cell phone (if available).

Section 9.03 New Employee Orientation

Provided there are new employees, the City typically conducts new employee orientation weekly. Once per quarter of the calendar year, the City shall release new unit members to attend an orientation session with the Association. During this orientation session, the Association will be allowed up to one (1) hour to meet with new members and to explain the rights and benefits under this memorandum of understanding. The Association and the City will mutually agree as to the date, time, and location of the orientation session at least 10 days prior to the session.

Article X. GENERAL PROVISIONS

Section 10.01 Personnel Files

- A. The official personnel files will be located in and/or maintained by the Human Resources Department. The official personnel file shall consist of a physical file as well as a digital file within the City's Human Resources Information System. Personnel actions (e.g. discipline, promotions) will be based on documentation within such files.
- B. Employees have the right to have access to and copies of any document in the physical version of their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.
- C. The City shall provide employees with secured online access to the digital version of their personnel file, which includes the ability to view and print records within the file. The ability to access the digital version of the personnel file is subject to internet availability and may

be restricted by the software provider during reasonable periods for maintenance and/or required updates.

- D. An employee will be provided with an initial copy of any document that will be placed in the official personnel file. An employee will have the right to respond in writing or personal interview to any information contained in the employee's personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

Section 10.02 Overpayments, Recovery and Underpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall occur within the same time ~~frame~~frame as the overpayment was received by the employee or sooner at the employee's discretion.

Either Human Resources, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director of Finance or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 10.03 Direct Deposit and Electronic Pay Advice

- A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one month.
- B. In an ~~extraordinary circumstances/event~~extraordinary circumstances/event that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to the Human Resources Agency to be considered for an exception. Human Resources shall review the request for the Direct Deposit Special Exemption and may request supporting documentation; and the employee will be notified of the determination.
- C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of Human Resources / Risk Management Agency.
- D. The electronic pay advice will be available for employees to view, save and print in the City's human resources information system on the employee's pay day.

Section 10.04 Separability

If any article or section of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section will be deemed null and void and of no further effect. However, such articles and sections will be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect.

Section 10.05 Duration and Implementation

- A. This Agreement will, upon ratification by both parties, become effective July 1, 202~~31~~²⁴ and remain in full force and effect up to and including June 30, 202~~53~~²³.
- B. Each party will exercise its right to present bargaining proposals for a successor Agreement no earlier than 120 days prior to the expiration of the Agreement and no later than 90 days prior to the expiration of this Agreement.
- C. ~~During the period in which this MOU is in full force and effect, should any recognized miscellaneous or sworn bargaining unit reach a signed agreement that results in that group receiving a general salary increase or other net compensation increase greater than what was negotiated as to members of the AOME unit, then the members of the AOME unit shall receive an equivalent general salary increase or a net compensation increase of a similar value. The City and Union shall meet and confer regarding the nature and applicability of a net compensation increase of a similar value. The parties agree and understand that there are differences in existing economic terms, and this provision only covers the overall economic value of the negotiated package in the 2021-2022 successor MOU negotiations for the miscellaneous groups and the 2021-2022 reopener negotiations for the safety groups, with all groups negotiating agreements that expire June 30, 2023.~~

Article XI. FINAL SIGNATURES

All terms and conditions set forth in this agreement are hereby ratified and agreed upon 1st day of ~~February~~July 202~~3~~4.

City of Ontario		Association of Ontario Management Employees	
Signature	Date	Signature	Date
Angela C. Lopez, Executive Director Human Resources/Risk Management		Michelle Starkey, President	
Darlene Sanchez, Assistant City Manager		Brian Lirley, Vice-President	
		<u>Peter Pallesen, Treasurer</u>	



APPENDIX A
July1, 2023 - Association of Ontario Management Employees

		Approximate Salaries*			
		July 3, 2023		July 14, 2024	
Classification	Step	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Accounting Manager	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Administrative Officer	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Assistant City Engineer	1	\$79.78	\$13,828.53	\$87.36	\$15,142.40
	2	\$83.76	\$14,518.40	\$91.72	\$15,898.13
	3	\$87.96	\$15,246.40	\$96.32	\$16,695.47
	4	\$92.36	\$16,009.07	\$101.14	\$17,530.93
	5	\$96.96	\$16,806.40	\$106.18	\$18,404.53
Assistant Parks and Maintenance Director	1	\$58.07	\$10,065.47	\$63.59	\$11,022.27
	2	\$60.99	\$10,571.60	\$66.79	\$11,576.93
	3	\$64.03	\$11,098.53	\$70.12	\$12,154.13
	4	\$67.22	\$11,651.47	\$73.61	\$12,759.07
	5	\$70.60	\$12,237.33	\$77.31	\$13,400.40
Assistant Planning Director	1	\$75.35	\$13,060.67	\$82.51	\$14,301.73
	2	\$79.13	\$13,715.87	\$86.65	\$15,019.33
	3	\$83.08	\$14,400.53	\$90.98	\$15,769.87
	4	\$87.23	\$15,119.87	\$95.52	\$16,556.80
	5	\$91.59	\$15,875.60	\$100.30	\$17,385.33
Broadband Coordinator	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Broadband Operations Manager	1	\$65.63	\$11,375.87	\$71.87	\$12,457.47
	2	\$68.90	\$11,942.67	\$75.45	\$13,078.00
	3	\$72.34	\$12,538.93	\$79.22	\$13,731.47
	4	\$75.95	\$13,164.67	\$83.17	\$14,416.13
	5	\$79.74	\$13,821.60	\$87.32	\$15,135.47
Business License Supervisor	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
City Auditor	1	\$56.45	\$9,784.67	\$61.82	\$10,715.47
	2	\$59.28	\$10,275.20	\$64.92	\$11,252.80
	3	\$62.22	\$10,784.80	\$68.14	\$11,810.93
	4	\$65.34	\$11,325.60	\$71.55	\$12,402.00
	5	\$68.61	\$11,892.40	\$75.13	\$13,022.53

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Community Improvement Supervisor	1	\$43.84	\$7,598.93	\$48.01	\$8,321.73
	2	\$46.02	\$7,976.80	\$50.40	\$8,736.00
	3	\$48.32	\$8,375.47	\$52.92	\$9,172.80
	4	\$50.74	\$8,794.93	\$55.57	\$9,632.13
	5	\$53.29	\$9,236.93	\$58.36	\$10,115.73
Community Information Supervisor	1	\$42.72	\$7,404.80	\$46.78	\$8,108.53
	2	\$44.88	\$7,779.20	\$49.15	\$8,519.33
	3	\$47.12	\$8,167.47	\$51.60	\$8,944.00
	4	\$49.47	\$8,574.80	\$54.17	\$9,389.47
	5	\$51.94	\$9,002.93	\$56.88	\$9,859.20
Community Life and Culture Officer	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Community Relations and Communications	1	\$61.94	\$10,736.27	\$67.83	\$11,757.20
	2	\$65.05	\$11,275.33	\$71.23	\$12,346.53
	3	\$68.28	\$11,835.20	\$74.77	\$12,960.13
	4	\$71.68	\$12,424.53	\$78.49	\$13,604.93
	5	\$75.29	\$13,050.27	\$82.45	\$14,291.33
Continuum of Care Manager	1	\$61.94	\$10,736.27	\$67.83	\$11,757.20
	2	\$65.05	\$11,275.33	\$71.23	\$12,346.53
	3	\$68.28	\$11,835.20	\$74.77	\$12,960.13
	4	\$71.68	\$12,424.53	\$78.49	\$13,604.93
	5	\$75.29	\$13,050.27	\$82.45	\$14,291.33
Deputy Fire Marshal	1	\$55.13	\$9,555.87	\$60.37	\$10,464.13
	2	\$57.90	\$10,036.00	\$63.41	\$10,991.07
	3	\$60.79	\$10,536.93	\$66.57	\$11,538.80
	4	\$63.84	\$11,065.60	\$69.91	\$12,117.73
	5	\$67.02	\$11,616.80	\$73.39	\$12,720.93
Economic Development Coordinator	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Emergency Manager	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
EMS Nurse	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00

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Environmental Programs Manager	1	\$50.53	\$8,758.53	\$55.34	\$9,592.27
	2	\$53.05	\$9,195.33	\$58.09	\$10,068.93
	3	\$55.70	\$9,654.67	\$61.00	\$10,573.33
	4	\$58.47	\$10,134.80	\$64.03	\$11,098.53
	5	\$61.38	\$10,639.20	\$67.22	\$11,651.47
Fire Communications Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Fire Protection Analyst	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Fleet Services Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Forensics Manager	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Integrated Waste Assistant Division Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Integrated Waste Division Manager	1	\$58.07	\$10,065.47	\$63.59	\$11,022.27
	2	\$60.99	\$10,571.60	\$66.79	\$11,576.93
	3	\$64.03	\$11,098.53	\$70.12	\$12,154.13
	4	\$67.22	\$11,651.47	\$73.61	\$12,759.07
	5	\$70.60	\$12,237.33	\$77.31	\$13,400.40
Internal Audit Manager	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Library Services Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80

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Museum, Arts and Culture Manager	1	\$59.56	\$10,323.73	\$65.22	\$11,304.80
	2	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	3	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	4	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	5	\$56.72	\$9,831.47	\$62.11	\$10,765.73
Parks and Maintenance Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Performance and Optimization Manager	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Plan Check Engineer	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Police Communications Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Police Records Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Principal Broadband Analyst	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Principal Engineer	1	\$67.80	\$11,752.00	\$74.25	\$12,870.00
	2	\$71.17	\$12,336.13	\$77.94	\$13,509.60
	3	\$74.75	\$12,956.67	\$81.86	\$14,189.07
	4	\$78.47	\$13,601.47	\$85.93	\$14,894.53
	5	\$82.39	\$14,280.93	\$90.22	\$15,638.13
Principal IT Analyst	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00

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Principal Planner	1	\$68.53	\$11,878.53	\$75.05	\$13,008.67
	2	\$71.94	\$12,469.60	\$78.78	\$13,655.20
	3	\$75.53	\$13,091.87	\$82.71	\$14,336.40
	4	\$79.30	\$13,745.33	\$86.84	\$15,052.27
	5	\$83.27	\$14,433.47	\$91.19	\$15,806.27
Principal Project Manager	1	\$65.63	\$11,375.87	\$71.87	\$12,457.47
	2	\$68.90	\$11,942.67	\$75.45	\$13,078.00
	3	\$72.34	\$12,538.93	\$79.22	\$13,731.47
	4	\$75.95	\$13,164.67	\$83.17	\$14,416.13
	5	\$79.74	\$13,821.60	\$87.32	\$15,135.47
Project Manager	1	\$52.07	\$9,025.47	\$57.02	\$9,883.47
	2	\$54.63	\$9,469.20	\$59.82	\$10,368.80
	3	\$57.38	\$9,945.87	\$62.84	\$10,892.27
	4	\$60.24	\$10,441.60	\$65.97	\$11,434.80
	5	\$63.26	\$10,965.07	\$69.27	\$12,006.80
Public Facilities Maintenance Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Purchasing Manager	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Records Manager	1	\$36.36	\$6,302.40	\$39.82	\$6,902.13
	2	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	3	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	4	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	5	\$44.19	\$7,659.60	\$48.39	\$8,387.60
Recreation/Community Services Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Revenue Manager	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Senior Associate Civil Engineer	1	\$58.68	\$10,171.20	\$64.26	\$11,138.40
	2	\$61.62	\$10,680.80	\$67.48	\$11,696.53
	3	\$64.69	\$11,212.93	\$70.84	\$12,278.93
	4	\$67.92	\$11,772.80	\$74.38	\$12,892.53
	5	\$71.30	\$12,358.67	\$78.08	\$13,533.87

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July1, 2023 - Association of Ontario Management Employees

Senior Associate Engineer	1	\$58.68	\$10,171.20	\$64.26	\$11,138.40
	2	\$61.62	\$10,680.80	\$67.48	\$11,696.53
	3	\$64.69	\$11,212.93	\$70.84	\$12,278.93
	4	\$67.92	\$11,772.80	\$74.38	\$12,892.53
	5	\$71.30	\$12,358.67	\$78.08	\$13,533.87
Senior Financial Analyst	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Senior Landscape Architect	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Senior Legislative Analyst	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Senior Management Analyst	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Senior Network Engineer	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Senior Plan Check Engineer	1	\$59.30	\$10,278.67	\$64.94	\$11,256.27
	2	\$62.26	\$10,791.73	\$68.18	\$11,817.87
	3	\$65.38	\$11,332.53	\$71.60	\$12,410.67
	4	\$68.64	\$11,897.60	\$75.17	\$13,029.47
	5	\$72.07	\$12,492.13	\$78.92	\$13,679.47
Senior Planner	1	\$56.66	\$9,821.07	\$62.05	\$10,755.33
	2	\$59.51	\$10,315.07	\$65.17	\$11,296.13
	3	\$62.47	\$10,828.13	\$68.41	\$11,857.73
	4	\$65.58	\$11,367.20	\$71.82	\$12,448.80
	5	\$68.87	\$11,937.47	\$75.42	\$13,072.80
Senior Project Coordinator	1	\$42.62	\$7,387.47	\$46.67	\$8,089.47
	2	\$44.77	\$7,760.13	\$49.03	\$8,498.53
	3	\$47.01	\$8,148.40	\$51.48	\$8,923.20
	4	\$49.36	\$8,555.73	\$54.05	\$9,368.67
	5	\$51.81	\$8,980.40	\$56.74	\$9,834.93

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Senior Project Manager	1	\$57.49	\$9,964.93	\$62.96	\$10,913.07
	2	\$60.38	\$10,465.87	\$66.12	\$11,460.80
	3	\$63.42	\$10,992.80	\$69.45	\$12,038.00
	4	\$66.58	\$11,540.53	\$72.91	\$12,637.73
	5	\$69.90	\$12,116.00	\$76.55	\$13,268.67
Supervising Building Inspector	1	\$50.90	\$8,822.67	\$55.74	\$9,661.60
	2	\$53.42	\$9,259.47	\$58.50	\$10,140.00
	3	\$56.11	\$9,725.73	\$61.45	\$10,651.33
	4	\$58.91	\$10,211.07	\$64.51	\$11,181.73
	5	\$61.84	\$10,718.93	\$67.72	\$11,738.13
Supervising Public Works Inspector	1	\$50.90	\$8,822.67	\$55.74	\$9,661.60
	2	\$53.42	\$9,259.47	\$58.50	\$10,140.00
	3	\$56.11	\$9,725.73	\$61.45	\$10,651.33
	4	\$58.91	\$10,211.07	\$64.51	\$11,181.73
	5	\$61.84	\$10,718.93	\$67.72	\$11,738.13
Sustainability Program Manager	1	\$68.53	\$11,878.53	\$75.05	\$13,008.67
	2	\$71.94	\$12,469.60	\$78.78	\$13,655.20
	3	\$75.53	\$13,091.87	\$82.71	\$14,336.40
	4	\$79.30	\$13,745.33	\$86.84	\$15,052.27
	5	\$83.27	\$14,433.47	\$91.19	\$15,806.27
Traffic/Transportation Manager	1	\$79.78	\$13,828.53	\$87.36	\$15,142.40
	2	\$83.76	\$14,518.40	\$91.72	\$15,898.13
	3	\$87.96	\$15,246.40	\$96.32	\$16,695.47
	4	\$92.36	\$16,009.07	\$101.14	\$17,530.93
	5	\$96.96	\$16,806.40	\$106.18	\$18,404.53
Urban Forestry Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80
Utilities Customer Services Supervisor	1	\$42.72	\$7,404.80	\$46.78	\$8,108.53
	2	\$44.89	\$7,780.93	\$49.16	\$8,521.07
	3	\$47.12	\$8,167.47	\$51.60	\$8,944.00
	4	\$49.47	\$8,574.80	\$54.17	\$9,389.47
	5	\$51.94	\$9,002.93	\$56.88	\$9,859.20
Utilities Engineering Division Manager	1	\$79.78	\$13,828.53	\$87.36	\$15,142.40
	2	\$83.76	\$14,518.40	\$91.72	\$15,898.13
	3	\$87.94	\$15,242.93	\$96.30	\$16,692.00
	4	\$92.36	\$16,009.07	\$101.14	\$17,530.93
	5	\$96.96	\$16,806.40	\$106.18	\$18,404.53
Utilities Operations Assistant Division Manager	1	\$49.02	\$8,496.80	\$53.68	\$9,304.53
	2	\$51.46	\$8,919.73	\$56.35	\$9,767.33
	3	\$54.03	\$9,365.20	\$59.17	\$10,256.13
	4	\$56.72	\$9,831.47	\$62.11	\$10,765.73
	5	\$59.56	\$10,323.73	\$65.22	\$11,304.80

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Utilities Operations Division Manager	1	\$61.92	\$10,732.80	\$67.81	\$11,753.73
	2	\$65.03	\$11,271.87	\$71.21	\$12,343.07
	3	\$68.26	\$11,831.73	\$74.75	\$12,956.67
	4	\$71.66	\$12,421.07	\$78.47	\$13,601.47
	5	\$75.25	\$13,043.33	\$82.40	\$14,282.67
Utilities Project Manager	1	\$55.05	\$9,542.00	\$60.28	\$10,448.53
	2	\$57.82	\$10,022.13	\$63.32	\$10,975.47
	3	\$60.70	\$10,521.33	\$66.47	\$11,521.47
	4	\$63.73	\$11,046.53	\$69.79	\$12,096.93
	5	\$66.93	\$11,601.20	\$73.29	\$12,703.60
Water Production Manager	1	\$61.92	\$10,732.80	\$67.81	\$11,753.73
	2	\$65.03	\$11,271.87	\$71.21	\$12,343.07
	3	\$68.26	\$11,831.73	\$74.75	\$12,956.67
	4	\$71.66	\$12,421.07	\$78.47	\$13,601.47
	5	\$75.25	\$13,043.33	\$82.40	\$14,282.67
Water Quality Programs Manager	1	\$50.53	\$8,758.53	\$55.34	\$9,592.27
	2	\$53.05	\$9,195.33	\$58.09	\$10,068.93
	3	\$55.70	\$9,654.67	\$61.00	\$10,573.33
	4	\$58.47	\$10,134.80	\$64.03	\$11,098.53
	5	\$61.38	\$10,639.20	\$67.22	\$11,651.47
Water Resources Manager	1	\$67.80	\$11,752.00	\$74.25	\$12,870.00
	2	\$71.17	\$12,336.13	\$77.94	\$13,509.60
	3	\$74.75	\$12,956.67	\$81.86	\$14,189.07
	4	\$78.47	\$13,601.47	\$85.93	\$14,894.53
	5	\$82.39	\$14,280.93	\$90.22	\$15,638.13
Water/Sewer Maintenance Manager	1	\$55.05	\$9,542.00	\$60.28	\$10,448.53
	2	\$57.82	\$10,022.13	\$63.32	\$10,975.47
	3	\$60.70	\$10,521.33	\$66.47	\$11,521.47
	4	\$63.73	\$11,046.53	\$69.79	\$12,096.93
	5	\$66.93	\$11,601.20	\$73.29	\$12,703.60

Memorandum of Understanding



Between



**American Federation of
State, County & Municipal
Employees Local 3061**

And

City of Ontario

July 1, ~~2021~~2023
through
June 30, ~~2023~~2026



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Article 1. ADMINISTRATION

Section 1.01 Parties to the Agreement

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the American Federation of State, County and Municipal Employees (hereinafter known as the Union).

Section 1.02 Recognition

The City hereby formally recognizes the American Federation of State, County, and Municipal Employees as the exclusive Representative for those employees employed by the City and defined in Rule 1, Section 26 of the Personnel Rules and Regulations, in the following classifications:

CLASSIFICATION LISTING	
~~Custodian~~	~~Equipment Mechanic~~
~~Equipment Service Technician~~	~~Facilities Maintenance Technician~~
~~Fiber Field Technician~~	~~Fire Equipment Mechanic~~
~~Helicopter Mechanic~~	~~Integrated Waste Collector~~
~~Integrated Waste Lead Collector~~	~~Integrated Waste Maintenance Worker~~
~~Irrigation Maintenance Technician~~	~~Inventory Assistant~~
~~Maintenance Worker~~	~~Park Maintenance Technician~~
~~Parts Specialist~~	~~Senior Custodian~~
~~Senior Electrician~~	~~Senior Equipment Mechanic~~
~~Senior Facilities Maintenance Technician~~	~~Senior Facilities Maintenance Worker~~
~~Senior Fire Equipment Mechanic~~	~~Senior Helicopter Mechanic~~
~~Senior Integrated Waste Collector~~	~~Senior Park Maintenance Technician~~
~~Senior Park Maintenance Worker~~	~~Senior Parts Specialist~~
~~Senior Street Maintenance Technician~~	~~Senior Street Maintenance Worker~~
~~Senior Utilities Technician~~	~~Street Maintenance Technician~~
~~Utilities Maintenance Worker~~	~~Utilities Service Representative~~
~~Utilities Technician~~	~~Welder~~

~~Broadband Technician~~	~~Custodian~~
~~Equipment Mechanic~~	~~Equipment Service Technician~~
~~Facilities Maintenance Technician~~	~~Fiber Field Technician~~
~~Fire Equipment Mechanic~~	~~Helicopter Mechanic~~
~~Integrated Waste Collector~~	~~Integrated Waste Lead Collector~~
~~Integrated Waste Maintenance Worker~~	~~Inventory Assistant~~
~~Irrigation Maintenance Technician~~	~~Maintenance Worker~~
~~Park Maintenance Technician~~	~~Parts Specialist~~
~~Senior Custodian~~	~~Senior Electrician~~
~~Senior Equipment Mechanic~~	~~Senior Facilities Maintenance Technician~~
~~Senior Fire Equipment Mechanic~~	~~Senior Helicopter Mechanic~~
~~Senior Integrated Waste Collector~~	~~Senior Park Maintenance Technician~~
~~Senior Park Maintenance Worker~~	~~Senior Parts Specialist~~
~~Senior Street Maintenance Technician~~	~~Senior Street Maintenance Worker~~
~~Senior Utilities Technician~~	~~Street Maintenance Technician~~
~~Urban Forestry Technician~~	~~Utilities Maintenance Worker~~
~~Utilities Service Representative~~	~~Utilities Technician~~
~~Welder~~	

~~Broadband Technician~~
~~Custodian~~

~~Equipment Mechanic~~
~~Equipment Service Technician~~
~~Facilities Maintenance Technician~~
~~Fiber Field Technician~~
~~Fire Equipment Mechanic~~
~~Helicopter Mechanic~~
~~Integrated Waste Collector~~
~~Integrated Waste Lead Collector~~
~~Integrated Waste Maintenance Worker~~
~~Inventory Assistant~~
~~Irrigation Maintenance Technician~~
~~Maintenance Worker~~
~~Park Maintenance Technician~~
~~Parts Specialist~~
~~Senior Custodian~~
~~Senior Electrician~~
~~Senior Equipment Mechanic~~
~~Senior Facilities Maintenance Technician~~
~~Senior Fire Equipment Mechanic~~
~~Senior Helicopter Mechanic~~
~~Senior Integrated Waste Collector~~
~~Senior Park Maintenance Technician~~
~~Senior Park Maintenance Worker~~
~~Senior Parts Specialist~~
~~Senior Street Maintenance Technician~~
~~Senior Street Maintenance Worker~~
~~Senior Utilities Technician~~
~~Street Maintenance Technician~~
~~Urban Forestry Technician~~
~~Utilities Maintenance Worker~~
~~Utilities Service Representative~~
~~Utilities Technician~~
~~Welder~~

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section, which shall occur prior to any presentation for approval to the City Council.

Section 1.03 City Personnel Rules

It is understood and agreed that there exists within the City, in written form, the "City of Ontario Personnel Rules and Regulations" and the "Employment Policies" in the City's Online Policy Center, which shall continue in effect, except for those provisions modified by this agreement, unless and until modified in accordance with state laws, orders, regulations, official instructions or policies. This section shall conform within the scope of MMBA.

Section 1.04 MOU Distribution

The City agrees to provide all current and new employees, covered by this agreement a copy of the MOU.

Section 1.05 Effect of MOU

- A. The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.
- B. This MOU supersedes all previous Memoranda of Understanding.

Section 1.06 Definitions**A. Bargaining Unit**

The employees defined in Section 1.02.

B. Calendar Year

- C. The period of 12 consecutive months commencing on January 1 and ending on December 31st.

D. Fiscal Year

The period of 12 consecutive months commencing on July 1st and ending on June 30th.

E. Emergency

A circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

F. Employee

- 1. Regular Employee - An employee in a full-time position who has completed the probationary period; excludes temporary and part-time employees.
- 2. Probationary Employee - An employee in a full-time position who has not completed their probationary period.

G. Seniority

For the purposes of this MOU, seniority in general terms shall be determined by the length of continuous full-time service within the City and then in each classification covered by this agreement with the City of Ontario. The determination of seniority shall not be affected by sick leave, temporary lay-off, vacation or other authorized leaves of absence.

Seniority within classification shall be considered for purposes of vacation scheduling, scheduling of shift assignments, transfers, overtime scheduling and wherever specifically designated within existing provisions. An employee's seniority date within classification begins upon hire or appointment to a classification and applies across all operational functions within that classification. In instances where an employee returns to a classification during the probationary period or within one year of attaining regular status following appointment to a new classification, for whatever reason, the employee's seniority in the prior classification will be restored. Continuous full-time service with the City will be used as a tie-breaker when employees have the same classification date. In those instances where employees have the same length of continuous full-time service, the employees with the lowest employee identification number will be deemed to be the most senior.

Such seniority shall prevail when all other factors are not significantly different. "All other factors" is defined as special qualifications, skills, reliability and safety. Such seniority shall be used in establishing initial schedules and in situations where a tie-breaker is required. It is not the intent of this provision to permit the bumping of less senior employees by more senior employees after an

initial schedule is established.

H. Week

Seven consecutive calendar days beginning on Sunday and going through Saturday

I. Calendar Day

A 24-hour day beginning at 12:00 midnight and ending the following 12:00 midnight.

J. Working Day

A daily work period an employee is regularly scheduled to work each day.

1. An employee working a 5/8 work schedule would have an 8-hour working day;
2. An employee working a 9/80 work schedule typically has eight 9-hour working days, one 8-hour working day, and one flex day when the employee does not work during a two consecutive week period; and
3. An employee on a 4/10 work schedule would have a 10-hour working day.

K. FLSA Work Week

The work week for all schedules shall begin on Sunday and end on Saturday. The City may adjust the work week definition for alternative work schedules and designate a fixed beginning and end time based on the employee's regularly assigned work schedule in compliance with the Fair Labor Standards Act.

The most common example of an alternative work schedule not using the Sunday through Saturday workweek is a 9/80 schedule, four (4), nine-hour days per workweek and one alternating eight-hour day (flex day worked)/regular day off (flex day off). Employees assigned a 9/80 schedule have a FLSA workweek designated as beginning four hours into their alternating regular day off or eight-hour day. An example 9/80 schedule is below.

	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	
Week 1				9	9	9	9	4	= 40 hours
Week 2	4			9	9	9	9		= 40 hours
TOTAL									= 80 Hours

Section 1.07 Management Rights

- A. There are no provisions in the MOU that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.
- B. The rights of the City include, but are not limited to:
 1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
 2. Set standards of service.
 3. Determine the procedure and standards of selection for employment and promotion.
 4. Direct its employees.

-
5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
 6. Maintain efficiency of government operations.
 7. Determine the methods, means and personnel by which government operations are to be conducted.
 8. Determine the content of job classifications.
 9. Take all necessary actions to carry out its mission in emergencies.
 10. Exercise complete control and discretion over its organization and the technology of performing its work.
 11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
 12. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance herewith.
- C. In accordance with the Myers-Milias-Brown Act (MMBA), the City acknowledges, prior to implementation, the obligation to meet and confer with the Union over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the union members is provided for in this MOU, Personnel Rules and Regulations or Departmental Rules and Regulations.

Section 1.08 Employee Rights

- A. The City shall afford regular employees the procedural due process safeguards set by statute and by the published decision of the California courts.
- B. An employee shall have the right to Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary actions that is probable, or that is being seriously considered. Prior to any such meeting, an employee's waiver of the right to representation shall be documented in writing.

Section 1.09 Contract Work

In the event the City plans to contract out work or service(s) normally performed by bargaining unit employees which shall result in these employees having their work week reduced or in layoffs, the City and the Union shall meet and confer at least 30 days in advance of the effective date of the contract to review possibilities for absorption of affected employees in the Representation Unit into other jobs in the City's service. At the Union's request, such meet and confer meetings shall consider the possibilities of absorption of affected employees into the workforce of the contractor.

Section 1.10 New Departmental Work Rules

Any newly written department work rule which falls within the scope of MMBA, initiated, established and promulgated by the City shall be posted in the affected department five working days prior to the effective date with a copy sent to the Union President and Council 36 Representative.

Article 2. EMPLOYMENT PROVISIONS

Section 2.01 Probationary Period

A. Objective

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and the employee's adjustment within the organization. During the probationary period, the City shall endeavor to coach and provide direction to the employee to assess the employee's adaptability to the City's work environment and if they are fully qualified for employment in the classification. Upon extension of a probationary period the City will continue to provide direction to the employee in an effort to assist the employee in meeting the probationary requirements.

B. Length

- a. An original appointment is defined as an appointment of a new hire, rehire, or temporary/part-time employee being appointed to a regular position. All original appointments shall be subject to a probationary period of 6 months.
- b. A promotional appointment is defined as the appointment of a current full-time employee who is promoted into another full-time position. All promotional appointments for employees who have attained regular status in a prior classification shall be subject to a probationary period of six (6) months. Time served during a temporary promotion does not count toward the probationary period.

If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The Department Head may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of their original probation period.

C. Probationary Release

During the probationary period, an employee, who has not yet obtained regular status in any classification may be terminated from employment by the Department Head without cause and without right of appeal. The affected employee may request a meeting with the Department Head to discuss the reasons for release.

An employee who is rejected while serving a probationary period after promotion shall be returned to the employee's former classification in which the employee previously passed probation.

Section 2.02 Hours of Work

A. Work Schedules

1. The City shall establish work schedules as may be necessary for the efficient and economical provision of services for the public and to make such adjustments in work shifts as are, from time to time, required.
2. The workweek shall normally consist of 40 hours of work within a period of seven consecutive days or 80 hours of work within 14 days, except as otherwise provided by law. All bargaining unit employees shall be scheduled to work beginning at regular starting times and ending at regular quitting times. Work schedules shall be communicated to each affected employee indicating shift days and hours. Permanent changes in an employee's regular work schedule shall be

communicated in writing to the employee at least 10 working days in advance of the implementation of such changes. This provision applies to regular permanent work scheduling and does not apply to situations identified in Section 4.03 Overtime.

3. It is understood that unusual conditions may create emergencies requiring immediate changes in work schedules. The City shall provide notice to affected employees of such work schedule changes as soon as possible prior to implementation. Whenever possible, said notice shall be within 24 hours or more of said change prior to implementation. Regular work schedules shall not be changed on the day of said change in work schedule for the purpose of avoiding payment of overtime.

Section 2.03 Transfers

- A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer may be affected at any time by the City Manager upon the recommendations of the Department Heads concerned or to meet the needs of the service. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction. If the employee being transferred has attained regular status in the employee's classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.
- B. A job change is an employee's voluntary movement into another classification at approximately the same salary range with different duties and qualifications. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the Department Heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

Section 2.04 Promotions/Appointments

A. Promotions From Within

1. The City shall reasonably strive to fill vacant positions on a promotional basis with employees from within. These promotional preference policies shall not apply to the following entry level classifications: Maintenance Worker, ~~Solid-Integrated~~ Waste Maintenance Worker, Custodian, and Inventory Assistant.
2. The City may fill a vacant position within a classification by permitting lateral transfers on the basis of seniority by other employees within that classification provided that such a transfer in the judgment of management shall not be detrimental to the mission of that department. In the event such a transfer is not approved, the employee and the Union shall be notified of the reason therefore in writing within ten working days.
3. When a request to fill a vacant or new position has been approved by the Human Resources Department, a formal job bulletin shall then be issued by the Human Resources Department opening the position for 14 consecutive calendar days to solicit applications for promotional opportunities. Job bulletins shall be available on-line and posted in the Human Resources Department and at respective worksites. Job bulletins or other notifications shall also be provided to the union-designated officials in advance of the date the recruitment shall be opened. The Human Resources Department may concurrently solicit applications from current City employees (the "inside pool") and on an open recruitment basis (the "outside pool").
4. Applications from full-time employees in the inside pool shall be considered first. If the City determines it is necessary to consider applications of City part-time or temporary employees or from individuals in the outside pool, the affected Department Head shall first notify the Union

President in writing the reason for choosing to do so.

5. The Human Resources Department is responsible for screening all applicants. Vacancies shall be filled on a promotional basis only after a promotional examination has been held and an eligibility list established. In those non-supervisory positions for which a written examination is not practical in management's judgment, promotions shall be on the recommendation of the supervisor and the Department Head and confirmed by the City Manager. Among the factors to be considered, but not necessarily limited to, are:
 - a. Knowledge, training, ability, skill, and efficiency.
 - b. Ability to get along well with fellow employees.
 - c. Ability to perform the essential functions of the position consistent with applicable laws.
 - d. Attendance record, excluding leaves of absence protected by law (e.g. FMLA).
 - e. Experience.
 - f. Seniority.

Where all factors are not significantly different, seniority shall prevail.

B. Promotional Preference

It is agreed that whenever management determines that a recruitment for a vacant position is to be filled promotionally only, preference shall be given to those employees in the department where the vacancy exists, then City wide, provided all other things are relatively equal. This provision shall be applicable only to those classifications represented by the Union.

Section 2.05 Temporary Employees

- A. The City will fill vacant, authorized, full-time positions in a timely manner with regular full-time employees. The City, on occasion, may require the use of temporary staff (City or agency) to provide employment services on an extended basis. Such use of temporary staff shall not be for the purposes of "filling" full-time positions with temporary persons; rather, these instances are unique situation-specific occurrences that are intended to meet the City's immediate operational needs. An employee cannot remain in this category for over six months without the express approval of the Human Resources Director.
- B. It is also the City's intent to provide due consideration of the City work experience obtained by temporary employees when such employees apply for full-time, regular City employment.
- C. The City shall provide on a monthly basis, copies of invoices and claim forms relative to contractual temporary labor performing Union bargaining unit work in the Public Works Agency. Additionally, a listing of City temporary employees will be provided on a monthly basis.

Section 2.06 Layoff Procedures

- A. The City Manager may layoff regular and probationary workers at any time for lack of work or other changes that have taken place. The employee and the Union are to be given two weeks' notice before such a layoff is to take place. The City shall meet and consult with the concerned Union on such matters as the timing of the layoff and the number and identity of the employee affected by the layoff during the two-week period prior to the proper layoff action.
- B. A demotion or transfer to another department with the City Manager's approval may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and be placed on a "Recall List" and shall be eligible for recall for one year from the date of

placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:

1. Temporary employees in the affected classification shall be removed first.
 2. Probationary employees in the affected classification shall be removed next.
 3. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.
- D. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City (displacement seniority) seniority provided it is in a position in which the employee formerly held a regular status appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced the employee, and shall in the same manner, be eligible to displace to a position in a classification in which the employee formerly held a regular status appointment and is qualified by education and/or experience, and is capable of performing the duties of the classification.
- E. Failure to return to work from the layoff within 15 calendar days after notice to return by certified or registered mail to the employee at their last known address on file with the City Human Resources Office or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

Article 3. CLASSIFICATIONS

Section 3.01 Current / Changed Classifications

- A. The job description and classification for each position represented by the Union shall continue in effect unless and until:
1. The job content is substantially altered as to the requirements for training, skill, responsibility, effort and working conditions.
 2. The position is terminated.
 3. The classification is placed in another unit. The classification shall not be assigned to a different unit without reasonable notice.
- B. When an existing position is substantially altered, then the existing classification shall be processed in accordance with the following procedures:
1. The Human Resources Department shall develop a description, classification and evaluation of the position.
 2. The proposed job description, classification and wage rate for the proposed classification shall be submitted to the Union.
 3. Job descriptions shall reflect the general details considered necessary to describe the principal functions of the job being described and shall not be construed as a detailed description of all of

the work requirements that may be inherent in the job.

4. When the City determines that a reclassification of a position requires the incumbent to obtain a specialized license or certificate, or if such a requirement is established for the position by a federal or state agency during an employee's employment in the position, the City agrees to assume the cost for such certification or license including all necessary school costs. The City may pay directly or reimburse the employee if proof of cost is presented by the employee. The City shall not pay the cost of classes or application fees when an employee must repeat the process due to the employee's inability to attain the certificate or license.
- C. The City shall maintain a program of continual review of all job classifications making necessary revisions and reclassifications based on the findings.

Section 3.02 Higher Classification Work

- A. Any employee who temporarily performs the duties of a position in a higher classification for 80 cumulative hours shall continue to receive the employee's normal rate of pay. Any subsequent work performed by the employee in the higher classification shall entitle the employee to receive a higher rate of pay with two exceptions:
 1. If substantial time, more than 12 months, has elapsed since the employee has last performed the work of the higher classification, the supervisor may require a performance test not to exceed a normal days work at the employee's normal rate of pay. (This time shall not be compensated at the higher classification pay.)
 2. In the instances where new equipment or new operational procedures are involved, the supervisor may require a training period not to exceed two normal days work at the employee's normal rate of pay. (This time shall not be compensated at the higher classification pay).
- B. The higher salary rate payable shall commence on the 81st working hour following the temporary assignment to the performance of duties of the higher classification. The higher rate of pay shall be defined as a ~~one step~~one-step increase in pay or "Step 1" of the classification, whichever is higher.
- C. In those instances where training is not involved, and if, in the supervisor's opinion, an employee is proficient in the higher classification, management has the authority to pay that employee at a higher classification pay rate without waiting 80 hours.
- D. If an employee assumes or is scheduled to assume the preponderance of duties of a higher classification in excess of 12 consecutive months, then the Department Head shall either initiate filling the position, stop the out of class assignment, or obtain written authorization from the City Manager to continue the assignment.

Section 3.03 Classification Review

- A. An employee may request a classification review of the employee's position. Such request shall be forwarded through the line of supervision on the appropriate form to the Human Resources Director.
- B. An employee shall not submit such a subsequent request prior to 18 months after completion of any previous classification review unless the employee's position has undergone a considerable change in duties and responsibility.
- C. The employee shall be notified in writing of the classification review decision.

Section 3.04 Classification Review Appeal

- A. An employee may appeal the decision of a classification review no later than 10 working days after such results have been provided to the employee. Such an appeal shall be filed with the Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating the employee's reasons for disagreement with the classification review decision.
- B. A designated individual in the Human Resources Office shall hold a meeting with the employee no later than 14 working days after the classification review appeal filing. The designated individual shall not be the same person who conducted the initial classification review. This individual shall respond in writing to the employee no later than 21 working days after the meeting with the employee.
- C. If the employee is not satisfied with the decision from Human Resources, the employee may appeal the decision to the City Manager within 10 working days from Human Resource's response. The City Manager shall review and respond to the appeal within 10 working days of such appeal. The City Manager's response shall be final.
- D. Provisions within this section shall not be subject to the grievance procedures of this MOU.

Section 3.05 Compensation and Classification Studies

Beginning summer 2021, the City agrees to survey five (5) AFSCME represented classifications, as selected by AFSCME each year. Salary surveys will include total compensation consisting of, but not limited to, salary, incentive pays, and indirect compensation of any benefit paid by the City. Salary survey results do not guarantee an adjustment in compensation and are for the purpose of providing an understanding of the market. The agencies surveyed will include one water utility agency in the Inland Empire region which shall be comparable in the labor market by demographics, revenue, services provided, and size of the organization. The parties will meet and confer on the comparable agencies.

The study will not include positions already scheduled to be studied as part of the total compensation survey funded by the City's enterprise funds. The City will complete the initial study(s) by December 31, 2021 and provide the union with the results by February 1, 2022. The results of each subsequent year's survey will be completed by December 31 of that year with the results provided to the union by February 1.

Article 4. COMPENSATION

Section 4.01 Salary

- A. Effective July ~~42, 2021~~2023, employees within the unit will receive a ~~4.95~~9.5% increase in base salary.
- B. Effective July ~~314, 2022~~2024, employees within the unit will receive a ~~29.5~~29.5% increase in base salary.
- C. Effective July 13, 2025, employees within the unit will receive an 8% increase in base salary.

Section 4.02 Salary Schedule

Wages for various classifications shall be set forth in Appendix A attached to this MOU.

Section 4.03 Overtime

- A. This section is applicable to overtime scheduled in advance and to emergency overtime as required to supplement employees on "standby" duty. It is understood that overtime assignments are made by classification within the department requiring the overtime.
- B. The City reserves the right to schedule overtime work as required in a manner most advantageous to

the City and consistent with the public interest and the requirement of municipal employment. The City further reserves the right to determine appropriate classification for overtime assignment, those qualified for assignment, and the ability to utilize employees within appropriate classifications from departments other than that requiring the overtime.

- C. In the circumstances described in 4.03 (A), overtime shall be divided as equally as possible between all qualified employees within the affected classification and among those desiring to do the work.
- D. In order to assure equal distribution of overtime, an overtime list shall be established by classification within a department according to seniority. Annually the senior employee shall be given the first opportunity for an overtime assignment. After completion of an overtime assignment the senior employee shall move to the bottom of the list and not be offered an overtime assignment until each employee in the affected classification has been offered an overtime assignment.
- E. In the interest of effective and efficient operation of the City it is understood that it may be necessary to make exceptions to the rotation policy, however, it shall be the intent that each employee shall have the opportunity to accept an amount of overtime work during the course of the fiscal year relatively equal in time to that accepted by other employees within the same classification and department.
- F. As an example of an exception to the rotation policy, each employee on standby duty shall be given a list of eligible employees available for emergency assistance. Each standby employee's list shall vary to some extent providing the opportunity for each qualified employee to be available for emergency overtime depending upon which standby person is on duty. Because of the emergency nature of the work the standby employee shall be allowed to select anyone including other standby employees when the requirement for assistance extends beyond the availability of appropriate employees on the list.
- G. In the event no employee is willing to accept an overtime assignment, it shall be assigned by reverse order of seniority within a classification. In subsequent cases of unaccepted overtime, the next lowest employee in seniority within the classification shall be given the assignment with the intent being to divide equally all unaccepted overtime among affected employees.
- H. Overtime shall be paid for time worked in excess of the employee's regularly scheduled daily shift or in excess of 40 hours in any one week at the rate of one and one-half (1½) times the normal hourly rate.
- I. Overtime may be compensated in the form of pay or compensatory time.

Section 4.04 Compensatory Time

- A. All accumulated Compensatory Time will be recorded in the employee's Compensatory Time bank.
- B. All unit employees may retain a balance of accumulated Compensatory Time not to exceed 240 hours at any given time.
- C. Upon separation of employment with the City, the employee will be paid for all accumulated and unused Compensatory Time.
- D. Employees may convert accumulated Vacation Leave and/or Compensatory Time hours to salary as provided for in Section 5.02(C).

Section 4.05 Standby

- A. Standby duty assignments shall be rotated annually among employees qualified to perform such duties.
- B. The determination as to an employee's qualifications shall be made by the Department Head or authorized representative.

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- C. Employees on standby duty will be used primarily for unanticipated or emergency work needs. Anticipated assignments required outside of regularly scheduled work hours shall first be filled in accordance with the overtime provisions in Section 4.03. The City reserves the right to assign an employee on standby to perform such assignments in the event that an employee fails to appear as assigned.
- D. Employees on actual standby duty are required to respond to call-outs within a reasonable period of time, depending on the nature of any particular call-out problem. In order to assure a reasonable response time, employees on actual standby duty are required to either carry a City-provided communication device or leave word with the Police Department Watch Commander where they can be reached by telephone when not at their place of residence. Employees on actual standby duty may transfer standby duties to another employee receiving standby pay. The employee's immediate supervisor shall be notified of any such transfers.
- E. Habitual failure to respond to call-out situations within a reasonable period of time, as determined by supervisory personnel, shall constitute grounds for disqualification from the standby program.
- F. From those employees determined to be qualified and by seniority, a list of those employees qualified to perform standby duty shall be established. Those employees currently on the standby assignment shall be placed at the bottom of the list in accordance with their seniority, but behind less senior employees not on standby duty.
- G. By seniority, each employee on the list shall have the opportunity to accept or decline standby duty. In the event the senior employees at the top of the list decline the standby assignment, their names shall be placed at the bottom of the list and the next senior employee shall be given the opportunity to accept or decline the assignment. This process shall be repeated until four individuals have accepted the assignment.
- H. In the event no employee on the list accepts the assignment, the Department Head, or authorized representative, may appoint employees on the list in order of the least senior individual first; or, an individual not eligible to be on the list, but determined to be qualified by the Department Head, may be appointed.
- I. The individuals selected to serve on standby duty through the process set forth above shall continue in the assignment for a period not to exceed six months unless such individuals are reselected utilizing the procedures set forth above. The six month period shall commence each February and each August.
- J. When four individuals have been selected, their order in the weekly standby rotation shall be determined by "luck of the draw." At the time of the draw employees may trade the order of rotation.
- K. In the event an individual serving in a standby capacity is unable to complete the six month duty assignment, the individual's name shall be placed at the bottom of the list; the individual selected to replace that person shall serve in the standby capacity for the remainder of the annual standby assignment period.
1. An individual selected from the top of the list to complete three or more months of an annual standby assignment, shall be placed at the bottom of the list upon completion of the annual standby assignment period.
 2. An individual selected from the top of the list to complete three or less months of an annual standby assignment shall remain at the top of the list and shall be eligible for a full one-year standby assignment.
- L. Compensation Provisions for Employees Assigned to Standby Duty
1. Any employee who is assigned to standby duty, shall receive \$30 per day.
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2. Any employee who is called back to work who is on standby, shall be paid at one-and-one-half (1½) times the employee's normal hourly rate.
3. The time for call back begins when the employee receives the call. The time ends when the employee returns home.

M. Compensation Provisions for Employees Not Assigned to Standby Duty

1. Any employee who is not on standby and is called back to work, shall be guaranteed a minimum of two hours pay at the time-and-one-half rate.
2. An employee is considered called back to work if they have physically left the worksite and is required to return to the worksite. If an employee is not required to report the worksite, the employee will not be guaranteed a minimum number of hours but will be paid for the number of hours actually worked.
3. If an employee is required to report within one hour of their regularly scheduled start time or required to work continuously beyond the employee's regularly scheduled end time, the employee shall not be considered as called back to work.
4. The time for call back begins when the employee receives the call. The time ends when the employee finishes work.

Section 4.06 Shift Differential

The City shall pay a shift differential equivalent to 3% of base pay for all hours worked by an employee who is routinely and consistently scheduled to work a nonstandard shift. A nonstandard shift is defined as any shift other than a "daytime shift" where ~~when~~ a majority of the employee's regularly scheduled shift hours occur before 7:00 A.M. or after 5:00 P.M.

Section 4.07 Fatigue Pay / Time Off

- A. In response to an emergency or other special circumstance, the City may require that an employee work during the hours between 10:00 P.M. and 6:30 A.M. If an employee, not scheduled to work during this time period, is required to work at least three (3) consecutive hours between 10:00 P.M. and 6:30 A.M. and has a regularly scheduled shift later that same day, the City will make all reasonable efforts to permit the employee to delay reporting for their scheduled shift by the equivalent number of hours (in quarter hour increments) that were consecutively worked by the employee between the hours of 10:00 P.M. and 6:30 A.M.. For an employee otherwise meeting the requirements above, who ends such unscheduled work at their normal scheduled start time, the City will make all reasonable efforts to provide the employee the option to continue working and then end their scheduled shift early by the equivalent number of hours (in quarter hour increments). The employee will be paid at the employee's regular hourly rate of pay during the hours between the employee's scheduled reporting time and the approved delayed or end reporting time. Such paid fatigue time shall be considered as hours worked for the purpose of calculating overtime.
- B. An employee who works between 10:00 pm and 6:30 A.M. and otherwise meets the criteria outlined above but falls short of the required three (3) consecutive hours needed to trigger paid fatigue time may elect to take the same amount of time off without pay. The City will make all reasonable efforts to permit the employee to delay reporting for their shift by the equivalent number of hours (in quarter hour increments) that were worked by the employee between the hours of 10:00 P.M. and 6:30 A.M. For an employee otherwise meeting the requirements above, who ends such unscheduled work at their normal scheduled start time, the City will make all reasonable efforts to provide the employee the option to continue working and then end their scheduled shift early by the equivalent number of hours (in quarter hour increments). This time off will be unpaid, unless otherwise covered by vacation or compensatory time. Any employee who utilizes their unpaid fatigue time may, where work is available, extend their shift

by the amount equivalent to the fatigue time taken at the beginning or end of their shift.

- C. An employee entitled to unpaid fatigue time under section 4.07(B) may request to use accrued vacation time or compensatory time toward any unpaid fatigue time.
- D. This provision may be temporarily suspended at the discretion of the City Manager in the event that the employee is working as a Disaster Service Worker to aid in recovery operations.

Section 4.08 Skills and Certifications

A. Bi-Lingual

- 1. Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English by the Department Head to perform bilingual translation as part of their regular duties, shall be entitled to bilingual differential pay. Such assignment shall be in written form. Such differential shall apply regardless of the total time required for such translation. Employees in such positions must be certified as competent in translation skills by the Human Resources Department to be eligible for compensation.
- 2. Employees eligible for bilingual pay shall receive \$100 per pay period.

B. Notary Pay

- 1. Employees assigned by the Department Head to perform notary duties as part of their regular duties shall receive additional compensation. Each unit employee who meets the eligibility requirements, and is designated by the applicable Department Head and Human Resources Department to receive notary pay, shall be compensated at the rate of \$20 per pay period.
- 2. Unit employees receiving notary pay shall also maintain their commission from the California Secretary of State. The City shall also pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

C. Equipment Mechanics and Fire Equipment Mechanics

- 1. Employees who receive specified certificates or licenses below, in order to enhance their ability to do their job, shall receive Educational Incentive in the defined amounts as a percentage of base salary.
- 1-2. Employees in the equipment mechanic classifications are eligible for additional compensation at the rate of 3% of base pay for possession of certification as follows:

CLASSIFICATION	CERTIFICATION
Equipment Mechanic	Possession of an ASE Certified Master Automotive Technician Certificate
Senior Equipment Mechanic Fire Equipment Mechanic Senior Fire Equipment Mechanic	Possession of an ASE Medium / Heavy Duty Truck Master Technician Certificate

- 2-3. Those employees—Employees in the Equipment Mechanic Classification that possess an ASE Certified Master Automotive Technician Certificate at the time of their promotion to a Senior Equipment Mechanic, Fire Equipment Mechanic or Senior Fire Equipment Mechanic classification shall continue to be eligible for possession an ASE Certified Master Automotive Technician Certificate for a period of six (6) months from the effective date of their promotion. Compensation for having either certification shall not exceed 3% of base pay. who have been receiving additional

~~compensation for possession of only one of the two certifications will continue receiving such compensation until such time that their certification lapses without renewal. Should this occur, the employee will be required to possess both certifications, as identified in this section, to be eligible for the 3% additional compensation.~~

3.4. The Equipment Mechanics, Senior Equipment Mechanics, Fire Equipment Mechanics and Senior Fire Equipment Mechanics shall be eligible for 5% of base pay for possession of a California Smog Certificate. Eligibility for the aforementioned incentive pay shall be in accordance with the following guidelines.

a. The incentive pay shall be effective on the first day of the pay period following the employee's written request to the Municipal Services Director and presentation of proof of certificates. The written request must be submitted within 90 days of receiving the applicable certification or within 90 days of the completion of the employee's initial probationary period if the certification was obtained prior to employment or during the initial probationary period.

b. Educational incentive pay is not to be considered a part of the employee's base pay. In order to achieve and maintain the incentive the employee must ~~be performing in a satisfactory manner, with increased proficiency as demonstrated in merit reviews, and~~ continue to maintain current active certificates.

~~c. Equipment Mechanics, Senior Equipment Mechanics, Fire Equipment Mechanics and Senior Fire Equipment Mechanics in all salary step ranges shall be eligible for educational incentive pay only after they have successfully passed the probationary period for regular employees.~~

~~d. Employees on temporary status or in the initial probationary period shall not be eligible for educational incentive pay.~~

e.c. The maximum incentive pay attainable under this program is 8%.

f.d. The City shall allow the employees in the above-mentioned classifications to take certification courses for the mentioned certificates in this provision not to exceed 30 hours/course during work hours. To be eligible an employee ~~must have passed probation and~~ must provide the employee's department at least 15 working days advance notice. The department shall attempt to accommodate the employee's request based on operational needs.

D. **Welding – Utilities – Hazard Premium**

~~A maximum of three eligible employees in the Utilities Department shall be routinely and consistently assigned to perform hazardous welding activities to implement health or safety procedures. The assignment shall be compensated at the rate of 5% of base pay when so assigned.~~

~~A logical work-related grouping shall be established to determine eligibility for the assignment. This group will consist of those who can satisfactorily pass a qualifying welding test to prove proficiency in welding. Employees in the classification of Maintenance Worker/Meter Reader (formerly Maintenance Worker I) are not eligible. Such test shall involve satisfactory performance of the following tasks in no more than two hours: A maximum of three eligible employees in the Utilities Department shall be eligible to receive compensation at the rate of 5% of base pay for passing a qualifying welding test. Employees in the classification of Maintenance Worker/Meter Reader (formerly Maintenance Worker I) are not eligible. Such test shall involve satisfactory performance of the following tasks in no more than two hours:~~

1. Cutting:

a. Two metal plates (8 inches by 8 inches by 1/8 of an inch thick); and

- b. An 18-inch section of 6-inch diameter metal pipe; and
2. Welding the bottom of a metal pipe 12 to 18 inches off the ground with in-plates and one coupling on the end of the in-plates.

To pass:

1. The cutting must be square and the correct length.
2. The welding requires the correct setting of gasses and the welding pipe must pass a standard pressure test.

Section 4.09—American Rescue Plan Act Premium

~~The American Rescue Plan Act (ARPA) provided federal relief funds to local government agencies for certain uses. Among those uses include premium pay for employees who perform essential work during the COVID-19 pandemic.~~

~~In recognition of Ontario employees' contributions and their continued diligence in providing essential services through the COVID-19 pandemic, active employees (with a probability of continued employment) as of January 28, 2022 will receive a one-time lump-sum payment as follows:~~

Assigned Agency (as of January 28, 2022)	ARPA Payment Amount
Ontario Fire Department; and Ontario Police Department	\$10,000.00
All other Agencies	\$7,500.00

~~The ARPA Premium Payment is not pensionable and is taxed in accordance with IRS regulations. The ARPA Premium Payment will be issued in a separate paper check on or before February 11, 2022.~~

Section 4.09 Merit Increases

A. City Personnel Rules – Salary Adjustments

Merit increases are administered in accordance with the City Personnel Rule XI, as repeated below.

Section 1. Application of Rates

Employees occupying a position in the City service shall be paid at the rate established for their position. All original appointments shall be made at the minimum wage for the position, except when in the opinion of the City Manager circumstances warrant appointment at a higher step.

Section 2. Anniversary Date

Each employee's anniversary date will coincide with the employee's appointment to a new position in a different classification. All employees will retain their current anniversary dates until appointed to a new classification provided, however, that no employee shall receive more than one merit increase within any six-month period. Any employee who is within ninety (90) days of achieving a merit raise at the time of promotion shall be entitled to an increase for the promotion and an increase for the merit step. All future increases while in that classification shall be in accordance with Section 3 below. The date of appointment shall be used to compute vacation, sick leave, and retirement benefits.

The anniversary date of employees who take a leave of absence without pay for more than sixty (60) continuous calendar days will be extended by the length of the absence from work over sixty (60) days adjusted to the start of the nearest pay period.

SECTION 3. Advancements

The advancement of an employee is not automatic, but the result of increased service value to the City. Service value shall be determined by recommendation of the Department Head, length of service, personal performance record, special training, and any other evidence that illustrates the desire of the employee to do a better job.

The five levels of advancement for each full-time and part-time position are granted according to the conditions outlined in Section 1 and 2 and the preceding paragraph. The merit increase effective date is the closest payroll period to the employee's anniversary date.

Step 1 - Entrance Level

Step 2 - After six months service

Step 3 - After one year at Step 2

Step 4 - After one year at Step 3

Step 5 - After one year at Step 4

Section 4. Salary on Promotion

Effective the first full-pay period upon ratification of this agreement.

An employee who is promoted shall be assigned to the lowest step of the new salary range which allows an increase of approximately five percent (5%) over the employee's current salary at the time of promotion. The Agency Head may recommend assignment to a higher salary step based on special circumstances to the Executive Director Human Resources. The date of promotion will establish a new salary review date and the employee shall be eligible for the next merit increase in accordance with Section 3. Advancements. The promotion date will be effective at the beginning of an established pay period.

Article 5. LEAVES – PAID AND UNPAID

Section 5.01 Holidays

- A. The following paid holidays, except as provided in provision 5.01(B) below, shall be observed on the day specified. Employees shall receive holiday hours in accordance with their regular workday.

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after the 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- B. For employees, any holiday listed in provision 5.01(A) which falls on Sunday shall be observed on the following Monday.
- C. Any holiday occurring on an employee's regular day off, shall be compensated as straight compensatory time or pay, at the employee's option, as follows:
1. Employees on an 8-hour per day work schedule shall receive 8 hours of compensation.
 2. Employees on a 4/10 work schedule shall receive 10 hours of compensation.
 3. Employees on a 9/80 work schedule shall receive compensation in accordance with their regular work day, as follows:
 - a. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (9, 8.5, or 8 hours).
 - b. If the holiday falls on the employee's flex day or regular scheduled day off, the employee shall receive 9 hours of compensation.
- D. Employees shall not be eligible for holiday pay for any pay period for which they have (1) an unapproved leave of absence the day after the holiday or (2) the employee is on a leave of absence without pay for the entire pay period.
- E. Any employee who is normally required to work on an approved holiday because they work in position that required scheduled staffing without regard to holidays shall receive one-and-one-half (1½) times the normal hourly rate for all hours worked on the holiday.
- F. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Years Day. During this time, employees shall use accrued time, excluding time from the sick leave bank, to cover the period of closure.
- G. The IntegratedSolid Waste Department normally shall not work on the following holidays:

New Year's Day	January 1 st
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

- H. Should the City determine that operational needs require the Solid-Integrated Waste Department and

supporting elements in the Equipment Services Department to work on any one of the above holidays; such departments may work those days with a majority consensus of the affected employees.

Section 5.02 Vacation

A. Vacation Accrual Rates

- Employees shall accrue vacation leave as follows:

Years of Service	Hours
0 - 1	80
2	88
3	96
4	104
5	112
6	120
7	128
8	136
9	144
10 - 11	152
12	160
13	168
14	176
15 & More	184

- Vacation shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, vacation leave, bereavement leave, sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave and paid holidays. Paid hours do not include amounts paid by any other disability benefits.

B. Maximum Vacation Accrual

The maximum vacation accrual balance shall be 500 hours. Once the employee has a vacation accrual balance of 500 hours, no additional vacation hours will be accrued until the balance drops below 500 hours.

C. Vacation And Compensatory Time Cash-out

- Employees may cash out accumulated Vacation Leave and/or Compensatory Time hours twice each calendar year. Such conversion of Vacation Leave and/or Compensatory Time hours shall be at the unit employee's base rate of pay that is in effect at the time of such conversion and will be limited to a maximum of 200 hours each calendar year. Employees cannot cash-out accumulated Vacation Leave balances below 40 hours.
- Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

Section 5.03 Sick Leave

- A. City employees are entitled to sick leave for:
1. Any bona fide illness or injury
 2. Quarantine due to exposure to contagious disease.
 3. Any treatment or examination including, but not limited to, medical, dental, ocular.
 4. Time off to resolve issues related to the employee being a victim of domestic violence, sexual assault or stalking as defined in California Labor Code Section 230.
 5. Personal Leave use as defined in Section 5.04
 6. Death in the immediate family.
- B. City employees may use up to 48 hours per calendar year of sick leave for illness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).
1. Immediate family for this provision includes the following relationships relative to the employee: spouse; registered domestic partner; grandparent; grandchild; sibling; child (biological, foster, adopted, stepchild, legal ward, or child to whom the employee stands in loco parentis), the definition of child is applicable regardless of age or dependency status; parent (biological; foster; adoptive; stepparent; or legal guardian of the employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor.
 2. If applicable, leave taken pursuant to this provision will be counted toward other family leaves.
 3. The employee must inform the employee's supervisor when requesting KinCare leave that the leave is being taken pursuant to this provision.
- C. An employee is not entitled to sick leave for illness or injury while also engaging in business or activity for monetary gain or other compensation that would conflict with the illness or injury for which the employee has been granted sick leave.
- D. Employees accrue sick leave at the rate of eight hours per month on a pro-rated basis based on paid hours as defined in Section 5.02 (A).
- E. There shall be no limit on the amount of sick leave that may be accrued by a regular employee.
- F. Sick Leave shall not be taken as vacation or compensated for in money at any time.
- G. When an employee has been on sick leave, the City reserves the right to make an investigation of the illness if deemed necessary. A doctor's certificate may be required when there is reasonable cause to identify that abuse of sick leave exists or has taken place. On the first day of illness, the employee must notify the department before shift begins if the employee is to receive sick leave credit.
- H. The first 24 hours of three days of sick leave taken during a calendar year shall be designated to comply with California Labor Code Sections 245-249 (Healthy Workplace/Healthy Family Act).
- I. All determinations of sick leave shall be made by the Department Head concerned subject to the approval of the Executive Director Human Resources / Risk Management-Director.

Section 5.04 Personal Leave

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- A. An employee may use no more than three working days (as defined by the employee's regularly scheduled workday) of sick leave per fiscal year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:
 - a. Bereavement leave for other than members of the employee's immediate family. Immediate family for this provision is defined in Section 5.05(A)
 - b. Court appearances when required to be present.
 - c. Any other personal need requiring a leave during working hours when approved by the City Manager upon the recommendation of the Department Head or the Department's authorized representative.
 - B. The employee must provide no less than two working days written notice for personal leave. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two working day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
 - C. Personal leave shall be charged at the employee's discretion against any unused sick leave, vacation, or compensatory time the employee has accumulated provided there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 5.05 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee shall be granted three working days (as defined by the employee's regularly scheduled workday) paid bereavement leave. Immediate family for this provision is defined as spouse, children, parents, brother, sister, grandfather, grandmother, grandchild, and the employee's mother-in-law, father-in-law, stepfather, stepmother and stepchildren or any person who the employee has been assigned legal custody, or others required by Family Code Section 297 or successor legislation. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.
- B. A maximum of five working days (as defined by the employee's regularly scheduled workday) paid bereavement leave shall be granted if there is a death in the immediate family (as defined in Section 5.05(A)) outside the State boundaries. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.
- C. The employee shall be granted one working day (as defined by the employee's regularly scheduled workday) paid personal leave to attend the funeral of a close relative not in the employee's immediate family. A close relative is defined as an individual outside of the immediate family as defined in Section 5.05(A), who is an aunt, uncle, or cousin.
- D. City employees may be excused by Department Heads to attend the funeral of deceased City employees without loss of pay.
- E. The employee may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.
- F. In the event the employee requires additional time, three working days (as defined by the employee's regularly scheduled workday) of sick leave may be utilized for bereavement leave provided the employee has sufficient sick leave available. If the employee has no sick leave available, the additional three working days shall be taken without pay, or charged against the employee's vacation or compensatory time.

Section 5.06 Family Medical Leaves

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- A. Maternity, Paternity, and Family Care Leave shall be granted for up to 12 weeks in accordance with the California Family Rights Act of 1991 and the Family Medical Leave Act of 1993 and interpreted regulations for those respective statutes.
 - B. Female employees may also be eligible for up to 4 months of medical leave pursuant to California Pregnancy Disability Act. Pregnancy Disability Leave shall run concurrently with any approved Family Medical Leave Act (FMLA) leave.
 - C. Certification by the employee's physician shall be required recommending the effective day of the employee's absence, and a full authorization to return to work upon completion of the leave
 - D. Subject to such employee's qualifications to perform the work, the employee shall be reinstated to the same classification she would have had prior to the maternity leave of absence.
 - E. The employee may utilize up to six weeks of paid sick leave for leaves of absence that fall under the guidelines of FMLA and CFRA. This paid sick leave may be in addition to any unpaid leave, which may be granted under the provisions of FMLA and CFRA. This sick leave shall be used prior to utilizing the unpaid leave provisions of applicable federal and state laws.
 - F. Employees on any type of leave are required to use all eligible leave accruals or the number of hours for full integration if integrating with disability programs up to 80 hours per pay period. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability or workers' compensation payments.

Section 5.07 Catastrophic Leave

- A. The City agrees to permit employees within the bargaining unit to contribute a portion of their accrued vacation, sick, and compensatory leave to another employee when such employee has suffered a catastrophic injury or illness.
- B. The City also agrees to permit employees to contribute a portion of their accrued vacation and/or compensatory time to another employee when such employee is on an approved leave of absence due to the verifiable catastrophic injury or illness of the employee's spouse, domestic partner, parent, or child.
- C. All Catastrophic Leave transfers are subject to the following conditions:
 - 1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations.
 - 2. Catastrophic injury or illness as used in this provision is defined as an unforeseen or sudden unexpected illness or injury requiring immediate attention.
 - 3. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee's or family member's treating physician is required.
 - 4. The receiving employee has exhausted all sick, vacation, and compensatory time, and is therefore facing financial hardship. The receiving employee must participate in any City disability benefits for which the employee is eligible (e.g. short-term disability, long-term disability, or workers' compensation).
 - 5. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.

6. The contributing employee must have at least 96 hours of sick leave remaining after such contribution. The leave application rate shall be based on the contributing employee's pay rate computed into a dollar value, which shall be adjusted proportionally to the receiving employee's rate.
7. The transfers must be in whole hour increments. Donations shall be transferred in accordance with the recipient's needs.
8. The transfers are irrevocable, and shall be indistinguishable from other sick leave credits belonging to the receiving employee. Transfers shall be subject to all taxes required by law.
9. Transfers shall be made on a form prescribed by the Human Resources Department.

Section 5.08 Jury Duty

In the event any employee is summoned to any court during their scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant, the employee shall be released from their regular duties. The employee must notify their supervisor of their summons upon receipt and provide the date summoned. If the employee is selected to serve on a jury, the employee must notify their supervisor of the approximate time frame that will be served.

If an employee is called for jury duty, but not selected or otherwise released early, the employee shall immediately contact their supervisor to report their release from jury duty. The employee must return to work upon release from jury duty. The employee is not required to return to work if the reasonable amount of time required for the employee to travel from the court location, or to change into work attire, would make it impossible for the employee to arrive to work with at least two hours remaining on the employee's scheduled work shift. In the event of an emergency situation, the supervisor may direct the employee back to work with less than two hours remaining on the employee's scheduled work shift. With prior approval from the employee's supervisor and if operational necessity permits, employees who would otherwise be required to return to work, may elect to use vacation or compensatory leave from the employee's accrued "leave bank."

Employees working the night shift shall have their scheduled temporarily changed to day shift for the period they are summoned, but otherwise are bound to the same reporting provisions.

Any fees for the performance of such service, excepting mileage or subsistence allowances, shall be remitted to the City. Upon return from jury duty, the employee shall present a certificate of service to their department.

This Section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Section 5.09 Paid Parental Leave

- A. Each employee shall be granted a paid parental leave of absence not to exceed forty (40) hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee's sick leave, vacation leave, or accrued compensatory time.
- B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.
- C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave

(provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statutes.

D. Individuals subject to their initial probation period with the City of Ontario shall be required to complete a full duty on-the job probationary period as outlined in Section 2.01.

Article 6. BENEFITS

Section 6.01 Health Insurance Contribution

A. Health Insurance Contribution

The City shall contribute up to a maximum of \$206.14 per month toward health insurance premiums for active and retired employees. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active and retired employees who choose to enroll in the City's medical plan.

B. Retiree Supplemental Medical Insurance Contribution

Employees who retire from the City of Ontario on or after the ratification of this agreement, are actively enrolled in a CalPERS medical plan, have enrolled in the Retiree Medical Reimbursement Plan and are reflected on the monthly CalPERS medical billing shall receive a Retiree Supplemental Medical Insurance contribution of \$50 per month in addition to the Health Insurance Contribution referenced in Section 6.01(A). The Retiree Supplemental Medical Insurance contribution shall increase to \$55 per month, effective July 2018. The Retiree Supplemental Medical Insurance contribution shall increase to \$60 per month effective July 2019.

Retirees who opt out of enrollment in the City medical plan will not receive the City's Health Insurance contribution or the Retiree Supplemental Medical Insurance contribution.

C. Retirement Health Savings Plan

The Union and the City have agreed to explore options for implementing a tax deferred Retirement Health Savings Plan to assist employee's savings for their post-employment health care needs. Begin discussion in July 2021 and both parties will make reasonable effort to move this to implementation.

Section 6.02 City Contributions to Cafeteria Plan Benefits

- A. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental and vision benefits.
- B. Employees must enroll in a City offered medical insurance plan unless the employee satisfies conditions of the eligible opt out arrangement below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.
- C. **City Contribution:** For eligible active employees who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be tiered, depending on the level of coverage selected by the employee using the CalPERS Rate Sheet for the Kaiser Plans for the Los Angeles Area Region.

An Eligible Employee who enrolls in any City-offered health plan will receive the City Contribution for the Kaiser Plan for the equivalent tier in which the employee enrolled.

For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash.

If payments for the individual employee's selected benefits exceed the City Contribution, the balance will be paid by salary deductions from the pay of the individual employee.

D. **Cash-in-Lieu Option:** An Eligible Employee will be eligible to receive cash-in-lieu of \$390.00 per month instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied:

1. The employee signs a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt-Out Period.
 - a. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.
 - b. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
 - c. Opt-Out Period means the plan year to which the opt-out arrangement applies.
2. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash-in-lieu.
3. The cash-in-lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section 6.02(C) are not otherwise satisfied.

E. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution of \$35 per month. Employees who enroll in a City dental plan that costs less than the City's \$35 employer contribution may receive the excess amount in cash. Employees who do not enroll in the City dental plan will not receive the \$35 employer contribution for dental premiums or cash.

F. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution equal to the actual employee-only plan premium, which shall be applied to employee coverage.

G. Eligible Employee Requirements

1. Employees must be regular full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.01, unless the employee is receiving disability benefits. Paid status includes hours paid for regular work time, compensatory time off, vacation leave, bereavement leave, sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave and paid holidays. The City will continue its cafeteria plan and health insurance contribution for a leave of absence due to the employees own illness or injury not to exceed a total of 26 consecutive pay periods.
2. If the leave of absence is not consecutive, the continuation of the contribution toward cafeteria plan benefits shall not exceed 26 pay periods total in an 18-month period.
3. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability or workers' compensation payments.

H. Excess Cafeteria Plan Benefit Contributions

Any Cafeteria Plan Benefit Contributions not required to pay toward premiums shall be paid to the employee in taxable compensation.

I. Disability

The City shall pay 100% of the premium toward the City's Disability Insurance Program for employees.

J. Life and Accident Insurance

The City shall pay a monthly life and accidental death and dismemberment insurance premium providing \$50,000 basic life insurance and \$50,000 accidental death and dismemberment insurance for each unit employee.

Section 6.03 Insurance Committee

The City agrees to continue the insurance committee that shall have a representative designated by the Union as one of its members. This committee shall have the responsibility to review the coverage in the appropriate insurance programs; to represent an employee who has a question to the company; and assist in the drafting of specifications.

The committee shall be composed of one representative from the recognized employee units and one representative appointed by the City Manager. The Assistant City Manager shall be an ex-officio member of the committee and entitled to attend all meetings. The committee or any of its members may invite other individuals to participate as resource people whenever the need arises and prior notification is provided the committee chair.

Section 6.04 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

Section 6.05 Retirement

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All classic members shall pay the employee's contribution of eight (8%) percent as a pre-tax deduction to CalPERS.

B. New Member

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 6.25%. This amount will be adjusted periodically by CalPERS.

C. Optional Benefits for Classic and New Members

The City's contract with the Public Employees' Retirement System for retirement benefits includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit
2. Section 20965 – Sick Leave Credit
3. Section 21024 – Military Service Credit
4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Industrial Disability
5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

Section 6.06 Deferred Compensation

The City will contribute \$45 per month to the Section 401(a) money purchase plan for all unit employees. Effective July 13, 2025, the City's contribution to the Section 4.01(a) money purchase plan shall increase to \$100 per month.

Employees may voluntarily participate in and contribute to the Section 457(b) deferred compensation plan in accordance with the plan provisions.

Section 6.07 Uniforms

- A. The City will provide a specified number of uniforms, including a jacket, for each employee required to wear a uniform. The number and type of uniforms will be determined by the City for each classification, job assignments, and work schedule. Management agrees to consult with a Union committee on the color, selection, and number of uniforms. The final decision on all uniforms, however, shall remain with the Agency Head.
- B. Employees who are required to wear safety shoes shall be reimbursed up to ~~\$150-200~~ per fiscal year for such shoes. Effective July 1, 2025, employees who are required to wear safety shoes shall be reimbursed up to \$3200 per fiscal year for such shoes. The shoes shall meet ASTM or other industry-approved standards appropriate for the employee's work assignment and classification, as determined by the Agency/Department Head and ~~Human Resources Director~~Executive Director Human Resources / Risk Management.
- C. City employees required to wear uniforms may, at their own expense, wear the following substitute apparel:
 - a. A cotton T-shirt with a style and color approved by the Agency Head.
 - b. Cotton pants closely approximating in color the polyester pants provided by the City.
 - c. All optional uniform apparel shall be subject to review and approval by supervisory management personnel.
- D. The City shall not permit payroll deductions for the purposes of purchasing uniform apparel.
- E. The City will report for "classic" employees the monetary value of the City-provided uniforms to CalPERS as special compensation on a bi-weekly basis for Union employees who are required to wear uniforms

pursuant to Section 6.06(A). The monetary value reported to CalPERS will be reviewed annually by the City based on the pricing for the rental and cleaning of uniforms in the contract between the City and the uniform vendor and will be adjusted accordingly when a change in the monetary value ~~occurs-occurs~~. The monetary value of required uniforms is not to exceed \$8.10 per bi-weekly pay period, per employee.

Section 6.08 Employee Assistance Program

- A. The City agrees to continue the employee assistance program for all employees represented by the Union.

Confidentiality

- B. The parties agree that the EAP cannot be successful without absolute confidentiality regarding employee/family utilization of the program. Confidentiality shall be maintained in full compliance with State and Federal regulations.

Section 6.09 Meals During Emergency Work Situations

During emergency overtime situations, which extend over a period of four hours, the City shall make every effort to allow time for meals. If the emergency conditions or the location of the work site prevent the employees from leaving the work site for an adequate period of time, then meals shall be provided for the employees at City expense.

Section 6.10 Use of Electrical Service Vehicle

The City agrees to permit the current Senior Electrician and the current Electrician to drive the electrical service vehicle to and from their respective place of residence to the work site in order to facilitate the availability of said vehicle, tools and other essential equipment which may be required in the event of an emergency or work situation requiring the services of an electrician outside of normal work hours.

The Union and the specified employees agree and recognize that this privilege is granted solely for the convenience of the affected employees and not out of a necessity or by requirement of the City. The granting of this privilege shall not entitle the affected employees to additional compensation.

The City reserves the right to establish such rules and conditions as it determines necessary, and further, the City reserves the right to unilaterally revoke this privilege if and when, in the judgment of the City Manager, this privilege is not in the best interest of the City.

Section 6.11 Tool Replacement

It is understood and agreed that employees in the following classifications are required, as a condition of employment, to provide their own basic tools: Equipment Services Technician, Equipment Mechanic, Senior Equipment Mechanic, Fire Equipment Mechanic, Senior Fire Equipment Mechanic, Helicopter Mechanic, and Senior Helicopter Mechanic. Such tools may be determined by the City to be taxable property and therefore the possibility exists that the City may impose an assessment. Should this occur the City agrees to assume any such tax up to the value of five thousand dollars (\$5,000.00). It is also understood that the City's acquisition of new automotive or aeronautical equipment may require the employees to purchase new tools for the purpose of servicing such equipment. The City therefore agrees to provide new tools that are required as a result of the introduction of new automotive or aeronautical equipment into the City's fleet. Such tools shall be assigned to, and shall become the responsibility of the affected employees. Upon termination of employment with the City, the employee shall return all such assigned tools. The current policy of "fair wear and tear" and tool discount program shall remain in effect.

Section 6.12 Tuition Reimbursement

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- A. To provide encouragement for all unit employees to continue educational and career development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic courses that are determined to be job-related and subject to the following conditions:
1. Regular, full-time employees, that have successfully completed their initial probationary period are eligible.
 2. The determination that the course is job related shall be made by the employee's Department Head. The employee shall provide a written explanation regarding how the course is related to and support their department or agency operations.
 3. The course shall provide college-level credit, continuing education credit, or certification from an accredited educational institution or professional certification body.
 4. The employee is not eligible for assistance from any other source.
 5. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
 6. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
 7. Classes shall not interfere with the employee's normal work hours.
 8. Certification of completion of the course with a passing grade must be obtained and submitted to the Human Resources Department within 60 calendar days after completion of the course.
 9. The maximum reimbursement amount paid to an eligible employee shall not exceed \$1,000 each calendar year. Subject to city-wide budget limitations.
- B. Tuition reimbursement requests shall be submitted to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall forward the request to the Human Resources Department for processing. The Human Resources Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Section 6.13 Commercial Driver's Licenses

The following provisions only apply to employees whose job classifications require them to obtain and maintain a commercial driver's license (Class A or Class B).

- A. Employees who obtain or renew a commercial driver's license will be reimbursed by the City for the difference between the commercial driver's license fee and the Class C driver's license fee.
- B. Employees will be allowed to complete the Department of Motor Vehicles commercial driver's license process (DMV license exam and Department of Transportation medical certification appointments) during regularly scheduled working hours on City-paid time under the following conditions:
 1. DMV and medical certification appointments will be scheduled with the intent to minimize operational impact, such as at the end of the work shift.
 2. Employees will complete their medical certification exams at the City-provided clinic.

3. Employees will be required to obtain prior approval from their supervisor and shall submit a proof of attendance at appointments to their supervisor.
- C. Employees who choose to complete their medical certification exams with their personal doctor will do so on their own time and at their own expense; City-paid time will not be provided in such instances.

Article 7. DISCIPLINARY PROCEDURE

Section 7.01 Due Process and Employee Representation

- A. The City shall afford regular employees the procedural due process safeguards as set out in the published decisions of the California courts.
- B. An employee shall have the right of Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered. Prior to any such meetings, an employee's waiver of the right to representation shall be documented in writing.
- C. If the employee requests, an employee shall be permitted to have a union representative present when a manager/supervisor is discussing a Performance Improvement Plan with the employee.
- D. Where specific misconduct is stated as the cause for City employment termination of an employee, who has regular status, upon written request made by the employee prior to the effective date of the termination, the employee is entitled to a hearing.
- E. The City shall ~~strive to~~ keep an employee who is the subject of an ongoing investigation reasonably informed regarding the status of the investigation every 90 days provided that such information does not interfere with the nature of the investigation.

Section 7.02 Discipline

- A. The following disciplinary procedure must be used for all serious disciplinary actions involving regular full time employees BEFORE the actions go into effect. Basically, the disciplinary procedure provides that:
 1. The employee shall receive advance notice of the proposed disciplinary action 10 working days before the action is to be implemented. The notification time frame shall begin the day after the notice of the proposed disciplinary action is served. The notice shall include:
 - a. The specific grounds, particular facts, reason and charges upon which the proposed action is based;
 - b. Any materials, reports, or documents upon which the action is based.
 2. The employee and/or Business Agent shall receive notice of the reason for the administrative leave no later than eighty (80) hours after being placed on administrative leave, unless the employee is involved in an administrative investigation. If the employee is placed on administrative leave pending an administrative investigation, the employee will receive notice regarding the nature of the investigation prior to the administrative interview. The administrative interview will be conducted

within a reasonable amount of time.

3. The employee shall have the right to respond to the proposed disciplinary action, orally or in writing, and shall have such responses considered by an independent reviewer of the proposed action. Such review shall be conducted by the Agency Head for the employee's department prior to the imposition of the disciplinary action. If the Agency Head is proposing the disciplinary action, an alternate City Agency Head shall conduct the review.
4. Following the review of the proposed action, the Executive Director Human Resources Director-/ Risk Management shall serve on the employee, by personal email (if available), registered mail or personal delivery, a statement informing the employee of the grounds for the decision and the acts or omissions, which support the grounds. This statement shall also include the employee's appeal rights.
5. The employee shall have 14 calendar days to file an appeal with the Executive Director Human Resources Director / Risk Management~~Human Resources Director~~.
6. Appeal Hearings:
 - a. Within 14 calendar days after a serious disciplinary action is imposed (as defined in Section 7.02(A)(6)), the employee shall have the right to appeal the disciplinary action. An independent Hearing Officer shall hear the appeal. Such appeal shall be conducted as an evidentiary hearing.
 - b. The Hearing Officer shall be selected from a list of names provided by the American Arbitration Association or the California State Mediation and Conciliation Service. The City and the appellant shall alternately delete names; the remaining name shall be selected as the Hearing Officer. As an alternative, the City and the appellant may mutually agree on the selection of a Hearing Officer. The Hearing Officer shall be selected within 15 calendar days after receiving the list of potential Hearing Officers.
 - c. The City and the appellant shall present written summaries of the issues to be considered, witnesses to be called, and any other materials to be considered by the Hearing Officer prior to the Hearing. The City or the appellant may request that the Hearing be recorded. The Hearing Officer shall schedule the Hearing within 30 days after receiving the written materials. The Hearing Officer shall notify the City and the appellant of the date, time, location and estimated length of the Hearing, at least 10 calendar days prior to the Hearing date. The Hearing Officer may require the submission of written closing statements at the close of the Hearing and prior to the issuance of a decision. Such closing statements must be submitted within 15 calendar days after completion of the Hearing. The time periods in this Section may be extended by mutual agreement of the City and the appellant.
 - d. After the hearing is completed, the Hearing Officer shall issue findings and a decision to overturn, modify, or uphold the disciplinary action. The Hearing Officer's decision shall be issued within 30 days after the completion of the Hearing and the submission of closing statements, if required. The City or the appellant may request that the Hearing Officer's decision be submitted to the City Council for review. Such a request to review must be made in writing to the Executive Director Human Resources Director / Risk Management~~Human Resources Director~~ within 30 calendar days after receipt of the Hearing Officer's decision. If submitted to the City Council for review, the City Council may overturn, modify or uphold the Hearing Officer's decision. The City Council's decision shall be final.
 - e. The cost of the Hearing Officer's services shall be shared equally between the City and the appellant. Recording costs shall be borne by the requesting party or shared equally, if both parties request recording of the Hearing. The City and the appellant shall each be responsible for their own representation costs, witness expenses, or any other costs associated with the Hearing.

- f. If the appellant fails to attend a scheduled Hearing or fails to submit their portion of the costs of the Hearing, the appeal will be considered abandoned. If the appeal is abandoned, there shall be no further administrative review or City Council review.
7. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.

Section 7.03 Exceptions

The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if the Employee's conduct imperils the safety or welfare of the public, other employees, or said employee (i.e., drunkenness, violence, gross insubordination).

Section 7.04 Progressive Discipline

The City shall use the principles of progressive discipline, except in cases that are referred to in Section 7.03 of this Article.

Article 8. GRIEVANCE PROCEDURE

Section 8.01 Definitions

- A. Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee, which arises from the application of a term of this MOU, existing City Rule(s), Regulation(s) or written policy(s) regarding hours, wages and conditions of employment.
- B. Grievance - The term "grievance" as used in this Article refers to a written allegation that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this MOU, existing City Rule, Regulation(s) or written policy(s) regarding hours, wages and conditions of employment.
- C. Grievant - The term "grievant" as used in this Article refers to a regular or probationary employee or the Union (recognized as the exclusive representative for unit employees) that alleges in a grievance that the employee has been directly wronged by a violation of a specific term of this MOU, existing City Rule, Regulation(s) or written policy(s) regarding hours, wages and terms and conditions of employment.
- D. Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.
- E. Representative - The term "representative" as used in this Article shall be an employee or representative of the Union who at the grievant's request may be present at Levels I through IV.
- F. Respond and File - The terms "respond" and "file" as used in this MOU refer to personal delivery or deposit in the U.S. mail, postage prepaid or via personal email if available. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery or email delivery is used, the calendar date of delivery shall establish the date of response or filing.

Section 8.02 Union Grievance

Grievances filed by the Union shall be filed directly in writing with the Executive Director Human Resources Director / Risk Management ~~Human Resources Director~~. The Executive Director Human Resources Director / Risk Management ~~Human Resources Director~~ shall respond within 30 calendar days after receiving the grievance from

the Union. If the response from the ~~Executive Director Human Resources Director / Risk Management Human Resources Director~~ is not accepted or if no response is received from the ~~Executive Director Human Resources Director / Risk Management Human Resources Director~~, then the Union may file a Level IV grievance for review by the City Manager. The Union's Level IV grievance review shall be filed within fourteen calendar days after receiving the response from the ~~Executive Director Human Resources Director / Risk Management Human Resources Director~~ or expiration of the 30 calendar day response period. The procedures for Level IV and Level V grievance reviews shall apply to such Union grievances.

Section 8.03 Level I - Informal

- A. An employee and/or employee's representative with the employee's consent shall have the right to present a complaint and to have the complaint heard by the immediate supervisor no later than ten working days after the event giving rise to the complaint, or no later than ten working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. The employee and/or employee representative with the employee's consent, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor.
- C. The immediate supervisor shall provide an answer to the employee no later than ten working days after the Level I meeting.
- D. A resolution of the complaint at the informal level shall not be precedent setting.

Section 8.04 Level II – Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee and/or employee representative with the employee's consent may file a Level II grievance with the Department Head (or highest level manager if no Department Head Level exists) no later than ten working days after the response of the immediate supervisor at Level I. The grievant shall state the following clearly and concisely on a grievance form provided by the City: (Appendix B)
 - 1. the specific term(s) of the MOU, City Rule, Regulation or written policy regarding hours, wages and conditions of employment have been violated;
 - 2. the action grieved, including names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule, Regulation or written policy regarding hours, wages and conditions of employment;
 - 3. the remedy sought;
 - 4. the name and classification of the grievant and the employee's signature;
 - 5. the name of the representative, if any; and
 - 6. the date of submission.
- B. The Department Head (or highest level manager if not Department Head level exists) shall hold a meeting with the grievant and/or the grievant's designated representative at the grievant's request, at a mutually acceptable time and location no later than ten working days after the receipt of the grievance. The Department Head (or highest-level manager if no Department Head Level exists) shall respond in writing to the grievant within ten working days of the Level II meeting. The response shall be accompanied by the original grievance and accompanying documentation.

Section 8.05 Level III

- A. In the event the grievance is not settled at Level II, the grievant and/or grievant's representative with the grievant's consent may file the Level III grievance with the Agency Head (Department Head if no Agency Level) no later than ten working days after the Level II response. The grievant shall include with the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head (Department Head if no Agency Level) shall hold a meeting with the grievant and/or grievant's representative at a mutually acceptable time and location. The Agency Head (Department Head if no Agency Level) shall respond to the grievant no later than ten working days after the receipt of the Level III grievance. The response shall be accompanied by the original grievance and accompanying documentation.
- B. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known.
- C. Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

Section 8.06 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than ten working days after the receipt of the Level III response.
- B. The grievant or the grievant's representative with the grievant's consent, or the City Manager or the City Manager's designee (acting with the full authority of the City Manager) may request to meet with the other party at a mutually acceptable time and location within ten working days of receipt of the written grievance. The City Manager or the City Manager's designee shall respond to the grievant no later than ten working days after the meeting or 20 working days after receipt of the grievance at Level IV. The response shall be accompanied by the original grievance and accompanying documentation.
- C. If the grievance has not been settled at Level IV, then within ten working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Union may request arbitration by giving notice to that effect, by certified mail, return receipt requested, or personal delivery directed to the Executive Director Human Resources Director / Risk Management ~~Human Resources Director~~.

Section 8.07 Level V – Arbitration

- A. Unless the specific language of the MOU is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall be selected by mutual agreement of both parties from a list of arbitrators submitted by the American Arbitration Association.
- C. The cost of any arbitration proceeding shall be divided equally between the City and whoever has filed for arbitration.
- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, shall result in the forfeiture of the case and responsibility for payment of all costs of arbitration. Any cancellation or postponement fee shall be borne by the responsible party.
- E. A final decision of award of the arbitrator shall be made within 30 calendar days after the close of the hearing. Such decision or award shall be subject to the approval of the City Council. Either party shall be given the opportunity to submit their arguments before the City Council with regard to the Arbitrator's "Findings of Fact," prior to such approval.

- F. The cost of the arbitration, including advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.
- G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this MOU, City Rule, Regulation, written policy regarding hours, wages and conditions of employment.
- H. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

Section 8.08 General Provisions

- A. Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the City Representative to timely respond under this Article shall permit the grievance to be filed at the next level, with notification submitted to the Human Resources Department.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. The processing of grievances filed and unresolved prior to the effective date of this MOU may continue under the grievance procedure in effect at the time of the initial filing.
- D. No punitive action shall be assessed against an employee for utilizing the grievance procedure.
- E. Employees shall be granted release time not to exceed one hour for the purpose of discussing a potential grievance with their representative or preparing for a grievance which has been filed at Level II. Such release time for pre-grievance consultation or grievance preparation is applicable per grievance and its scheduling shall not interfere with department operations.
- F. The City may consolidate at any level grievances on similar issues with the agreement of the Union.
- G. Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- H. A grievant may withdraw a grievance at any time. Upon withdrawal the grievant shall not file any subsequent grievance on that particular alleged incident.
- I. Once the arbitration process has begun, all other remedies shall be waived except as provided by statute. A grievance may be expedited to arbitration by mutual consent of the parties.
- J. No individual City Council member may be approached at any time the grievance is being processed.
- K. In the event a grievant elects to represent themselves or is represented by other than provided by the Union, the grievant shall, in writing, notify the Union and the City of such decision. The Union shall be notified by the City of the nature, proposed solution and the resolution of the grievance. The names of employees and confidential information shall not be disclosed. Notification of the Union shall be made within one workweek following the final conclusion of the grievance.
- L. Organizational channels shall be utilized at all times and participation in the grievance and the discussion of information related thereto shall be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- M. The review of a proposed disciplinary action shall not be subject to these grievance procedures.
- N. The City agrees to permit an employee and the designated Union Steward to consult concerning a potential grievance subject to obtaining approval from the employee's first line supervisor. The Union

agrees that this privilege shall not be utilized to prepare Level I grievances during working hours, but to simply consult with an employee and/or supervisor in order to avoid the necessity of processing a formal grievance, or to set an appointment between the Union Steward and the employee after working hours for the preparation of a legitimate grievance. The City agrees to encourage cooperation with the Union Stewards and employees in this regard, provided that the City shall not permit the effective and/or efficient operation of the City to be interfered with. The City retains the right to revoke this privilege at any time, provided that prior to taking any such action, the City agrees to consult with the Union in order to avoid the necessity of exercising this right.

- O. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
1. Each employee in the "group" grievance is individually named.
 2. The grievable matter is exactly the same for each employee cited in the grievance.
 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the group filing the grievance.

Article 9. REPRESENTATION

Section 9.01 AFSCME Deductions

A. Legislative Authority

The parties mutually understand and agree that pursuant to Government Code Section 3502.5, all unit employees represented by American Federation of State, County and Municipal Employees, Council 36, Local 3061 (hereinafter "Union") have the right to join or not join the Union.

B. Administration

1. Dues deductions shall be in a uniform amount for all employees. The City shall also deduct an additional voluntary contribution for the AFSCME PEOPLE program, in one uniform flat dollar amount, for each employee that authorizes the deduction in writing. The City shall not deduct any pay for initiation fees, fines or any other special assessments. The effective date of the Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the appropriate documentation.
2. Any change in the amount deducted shall be by written authorization from the Union. Notification of any modifications to deduction amounts shall be received by the City not less than 10 calendar days prior to the effective date. Deduction modifications shall be effective the following paycheck. Dues and other authorized deductions withheld by the City shall be transmitted each pay period to the officer designated by the Union in writing and via email at the address specified in the letter of authorization.
3. The employee's earnings must be sufficient, after other legal and required deductions (including health care and insurance deductions) are made, to cover the amount of the dues or service fees and other authorized deductions. When a member in good standing of the Union is in non-pay status for an entire pay period, no dues or other authorized deductions shall be made to cover that period from future earnings. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, a partial deduction shall be made provided that all other legal and required deductions have been made.

Section 9.02 Maintenance of Membership

All current employees who are members of the bargaining unit prior to the effective date of this agreement or become members during the life of this agreement shall remain as members in good standing of said Union for the duration of this MOU.

Section 9.03 Records

- A. The City shall provide via email the President of the Union and Union Representative a monthly list of all employees in the bargaining unit, including the employee's classification title, base compensation, seniority date within classification, work location, hire date, home address, personal email address (if available) and personal cell phone (if available).
- B. The City shall provide, on a monthly basis via email the President of the Union and Union Representative, copies of invoices and claim forms relative to contractual temporary labor performing Union bargaining unit work in the Public Works Agency. Additionally, a listing of City temporary employees will be provided to the Union on a monthly basis.
- C. The Union shall keep an adequate itemized record of its financial transactions and shall upon written request provide annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of an annual balance sheet and an operating statement, certified as to accuracy by its president and treasurer or accountant.

Section 9.04 Indemnification

The Union shall indemnify, defend, and hold the City of Ontario harmless against any claims made, and against any suit instituted against the City of Ontario on account of check off of employee organization deductions. In addition, the Union shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

Section 9.05 Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The name of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Executive Director Human Resources Director / Risk Management Human Resources Director by the local Union.

Section 9.06 Release Time

- A. An employee who serves as a steward or Union Executive Board Officer may be granted leave of absence from the City without pay for a period of four (4) days to six (6) months to attend conferences, conventions, or special training schools or perform other Union business. Such leave shall be for a period of four (4) days to six (6) months for not more than four (4) employees at a time. Each eligible employee may take two (2) leaves per year, not to exceed a total of six (6) months. Such requests shall be made at least seven (7) days prior to the start date. The City may deny such leave based on operational considerations.
- B. This leave of absence shall be governed by the conditions for leaves of absence as outlined in Rule X, of the Personnel Rules and Regulations. This leave shall not constitute a break in service leaving seniority rights unimpaired.
- C. With prior notification to the supervisor, of no less than one week, one Union Steward per Department employed by the City of Ontario shall be entitled to attend monthly general membership meetings, not to exceed 12 per calendar year and special meetings, not to exceed 1 per calendar year without loss of pay.
- D. In lieu of section C, up to seven (7) Union Executive Board Officers shall be released up to one hour each month to attend Executive Board meetings.

- E. The Union expressly recognizes that the City reserves the right to unilaterally discontinue this program at any time. However, the City agrees that prior to taking such action, the City shall meet and consult with representatives of the Union, the nature of the intended action. Such action shall not be arbitrary or used to interfere with lawful Union activities.

F. Bank of Hours

In order to ensure the City maintains control over public resources, a designee of AFSCME will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

AFSCME shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available.

G. Union Vacation Leave

1. The City agrees to provide release time in addition to Sections 9.06(A) through 9.06 (D) for employees for the purpose of conducting authorized Union business through leave deductions of employees. The amount of Union Vacation Leave shall be 2 hours per year times the number of contributing employees.
2. To fund this program, the Vacation Leave accruals for each employee shall be reduced each year by 2 hours the first full pay period in February. The City will notify the Union regarding how many hours were deducted. If an employee does not have Vacation Leave to deduct, the Union will not receive credit for those hours. If the Union Vacation Leave balance at the beginning of the first full pay period in February is 700 hours or greater, then the vacation leave accruals will not be reduced for any employee for that year.
3. Employees authorized to utilize hours of Union Vacation Leave are members of the Executive Board to perform Union business in support of AFSCME members. Employees using Union Vacation Leave are subject to the departmental leave procedures. This time shall be used in a manner that does not disrupt the operations of the Department or Agency as determined by the Agency Head or their designee.
4. Union Vacation Leave shall not be used for any actions in conflict with Section 10.04, Peaceful Performance of City Services or California Labor Code 1962.
5. Any time used shall be documented and tracked using procedures determined by the City.
6. The Union will provide the names of the Union's Executive Board Officers to the Human Resources Agency, in writing, by January 1st of each year and at any time there is a change in the Board Officers.

Section 9.07 Access to Work Location

- A. Access to employee work locations shall be granted officers/stewards of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such persons shall not enter any work location without the consent of the Department Head, the Department Head's designee or the Executive Director Human Resources Director / Risk Management~~Human Resources Director~~.

- B. Access shall only be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Such restrictions shall not be arbitrary or used to interfere with lawful Union activity.
- C. Activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be permitted during working hours.

Section 9.08 Shift Changes For Union Meetings

All night shift union stewards have the option, subject to formal approval of the supervisor, to switch to a day shift, once per month, in order to attend union meetings. The night shift steward shall notify the supervisor at least one week in advance of the intended switch to a day shift for one working day.

Section 9.09 Union/Management Meetings

- A. If either the Union or City feels that a need exists to meet, the Department Head and/or Agency Head and the Union-designated Steward(s) and/or Union Executive Board Member(s) agree to meet once a month for a maximum of one hour, in an effort to strengthen and improve the working relationships between management, supervisory personnel, employees, and the Union. The subject of the meeting may include but is not limited to, the clarification of rules, regulations, and policies of the City; improved communication; the elimination of rumors and pressures which are detrimental to employee morale and the employer-employee relationship; the encouragement of joint solutions to problems of mutual concern; the strengthening and improvement of the use of existing and agreed upon procedures which serve to protect mutual interests.
- B. Either party may contact the other when a meeting is desired in order to set a mutually agreeable date. An agenda shall be submitted to each party 48 hours prior to the meeting. The agenda shall include a brief discussion of each item to be discussed.
- C. General Guidelines for these meetings shall be as follows:
 - 1. It is not the intent of these meetings to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
 - 2. No grievances being processed under another part of this MOU shall be discussed and no bargaining shall take place.
 - 3. Topics that could lead to grievances may be discussed.
 - 4. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.
 - 5. Only those topics on the agenda shall be discussed unless it is an emergency item, which may be added by mutual consent.

Section 9.10 Bulletin Boards

- A. The City agrees to provide reasonable space on the following Bulletin Boards for Union notices:

Department	Location
Utilities	Utilities Bulletin Board
Solid Waste	Solid Waste Bulletin Board
Fleet Services	Fleet Services Board

Parks and Maintenance

Parks Bulletin Board

- B. No City equipment shall be used to reproduce materials posted on the bulletin boards. Union representatives may only remove postings by the Union.
- C. It is understood and agreed that the space provided on the bulletin boards for Union use shall be only for the posting of formal notices of meetings, news bulletins, agendas and minutes, information concerning AFSCME elections or the results thereof; AFSCME recreational and related social events ;names of representatives and officers of the Union. The bulletin boards shall not be used for posting or distributing literature concerning candidates for public office.
- D. All material posted by the Union shall be identified as Union material or must be signed by a Union representative whose name is on file with the Human Resources Department. A copy shall be sent to the Executive Director Human Resources Director / Risk Management Human Resources Director prior to the posting.

Section 9.11 New Employee Orientation

Proving there are new employees, the City typically conducts orientation weekly. Once per quarter of the calendar year, the City shall release new unit members to attend an orientation session with the Union. During this orientation session, the Union will be allowed up to one (1) hour to meet with new Unit members and to explain the rights and benefits under this memorandum of understanding. The Union and the City will mutually agree as to the date, time, and location of the orientation session at least 10 days prior to the session.

Article 10. GENERAL PROVISIONS

Section 10.01 Personnel Files

- A. The official personnel files shall be located in and/or maintained by the Human Resources Department. The official personnel file shall consist of a physical file as well as a digital file within the City's Human Resources Information System. Personnel actions (i.e. discipline, promotions) shall be based on documentation within such file.
- B. Employees, during City Hall business hours with advance notice to Human Resources , have the right to have access to and copies of any document in the physical version of their official personnel file. The employee must coordinate the time required to review their file with their supervisor. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.
- C. The City shall provide employees with secured online access to the digital version of their personnel file, which includes the ability to view and print records within the file. The ability to access the digital version of the personnel file is subject to internet availability and may be restricted by the software provider during reasonable periods for maintenance and/or required updates.
- D. Adverse statements prepared by the Employer shall not be included in such official personnel file unless a copy or online access to is provided to the employee. An employee shall have the right to respond in writing or personal interview to any information contained in their personnel file. Such a reply shall be filed with the original document and will remain in the personnel file so long as the adverse statement(s) are in said file.

Section 10.02 Safety Program

- A. The City and the Union agree and recognize that there exist, Federal and State Safety rules, regulations and laws to assure safe working conditions.
1. The City recognizes that it has an obligation to provide a safe place of employment for all employees, including a duty to provide and utilize safety devices and safeguards which are reasonably necessary and adequate to render the place of employment and the employment itself reasonably safe.
 2. The Union recognizes that in order to fulfill such obligations, the City has the right, as well as the obligation to establish and enforce such reasonable rules concerning the place of employment, safety devices and safeguards, as may be necessary to render the place of employment and the employment itself reasonably safe.
 3. The Union and the City further recognize that it is the obligation and the duty of each employee to observe and otherwise comply with rules and regulations established by the City to render the place of employment and the employment itself reasonably safe.
- B. The City and Union agree that the Safe Work Practices Group (SWPG) will include an equal number of management employees and AFSCME designated employee representatives. A representative from the Human Resources / Risk Management Department and the Agency designated Safety Coordinator shall facilitate the meetings and prepare meeting agendas. The purpose of the SWPG is to assist in the evaluation of safe work practices as part of the City's safety program. The SWPG will meet monthly or quarterly, depending on need and perform the following functions:
- Review occupational accidents/injuries and submit recommendations to management for the prevention of future related incidents.
 - In accordance with CalOSHA requirements, participate in and review results of periodic, scheduled worksite inspections to identify and evaluate hazards.
 - Discuss alleged hazardous conditions brought to the attention of any SWPG member.
 - Submit recommendations to Risk Management to assist in the evaluation of employee safety suggestions.

SWPG members shall receive training upon appointment to the Group regarding the Injury and Illness Prevention Program (IIPP) and their role as a member of the SWPG. Additionally, SWPG members shall receive periodic training/informational sessions on various workplace safety topics.

- C. Employees may report safety concerns via the Safety Hazard Reporting Form available on the City's Intranet [click here](#). Employees may present the completed Form to their supervisor to forward to the Department Head. The Department Head shall forward the Form to the Risk Management. Reported safety concerns shall undergo a review process similar to that prescribed in Section 10.02(B). Such review may include the employee's Department Head, the City's Risk Management Division, and the SWPG for the employee's area.

Section 10.03 Separability

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

Section 10.04 Peaceful Performance of City Services

The Union, its officers, and/or members agree that they shall not cause or condone any illegal concerted effort

during the term of this agreement, which affects the performance of their assigned duties and responsibilities.

Section 10.05 Direct Deposit and Electronic Pay Advice

- A. All employees hired, promoted or demoted into a represented classification on or after July 1, 2020 must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements will be made within one month of the date of their hire, promotion or demotion. In cases where an employee is unable to make arrangements for electronic fund transfer, the Director of Human Resources may allow an exception. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Director of Human Resources.
- B. Employees receiving a direct deposit of their paycheck will receive an electronic pay advice. The electronic pay advice will be available for employees to view, save and print in the City's human resources information system on the employee's pay day.

Section 10.06 Failure to Maintain Driver's License

Employees are required to obtain and maintain the minimum qualifications associated with the classification to which they are appointed, this includes possession of any required driver's license. The employee must notify their supervisor no later than the next working day regarding any revocation, restriction or other changes to status of their driver's license.

An employee whose driver's license is unexpectedly revoked or restricted without a temporary replacement, may be placed on a thirty (30) calendar day leave subject to Human Resources and Department approval. During such leave the employee must use any accrued vacation or compensatory time.

If the employee fails to obtain the driver's license during the 30 day leave, the employee may request to voluntarily demote in to a vacant position of equivalent or lower classification (at the same or lower salary scale) which does not require the licensing, from which the employee is excluded or does not possess, providing the employee meets the minimum qualifications to perform the duties. A new probationary period shall be completed unless a probationary period was successfully completed in such classification at an earlier time. If a position is not available which meets these guidelines, the employee will be subject to disciplinary action following the procedures outlined in Section 7. Discipline.

This section shall not apply to employees potentially requiring accommodation under ADA or FEHA.

Section 10.07 Overpayments, Recovery and Underpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner at the employee's discretion.

Either Human Resources, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director of Finance or their designee. Extensions will

be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 10.08 Duration and Implementation

- A. This agreement shall upon ratification by both parties, become effective July 1, 2021-2023 and remain in full force and effect up to and including July 1, 2023-2026.

~~B. During the period in which this MOU is in full force and effect, should any recognized miscellaneous or sworn bargaining unit reach a signed agreement that results in that group receiving a general salary increase or other net compensation increase greater than what was negotiated as to members of the AFSCME unit, then the members of the AFSCME unit shall receive an equivalent general salary increase or a net compensation increase of a similar value. The City and Union shall meet and confer regarding the nature and applicability of a net compensation increase of a similar value. The parties agree and understand that there are differences in existing economic terms, and this provision only covers the overall economic value of the negotiated package in the 2021-2022 successor MOU negotiations for the miscellaneous groups and the 2021-2022 reopener negotiations for the safety groups, with all groups negotiating agreements that expire June 30, 2023.~~

Article 11. FINAL SIGNATURES

CITY OF ONTARIO		AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3061, AFL-CIO	
Angela Lopez, Executive Director Human Resources/ Risk Management	Date	Reuben Reyes, President	Date
Darlene Sanchez, Assistant City Manager	Date		

APPENDIX A - SALARY GRADE TABLE
2023-2026 AFSCME MOU

		<i>Approximate Salaries*</i>		
Classification	Step	July 3, 2023 Monthly Rate	July 14, 2024 Monthly Rate	July 13, 2025 Monthly Rate
Custodian	1	\$3,549.87	\$3,887.87	\$4,199.87
	2	\$3,726.67	\$4,082.00	\$4,409.60
	3	\$3,913.87	\$4,286.53	\$4,629.73
	4	\$4,108.00	\$4,499.73	\$4,860.27
	5	\$4,312.53	\$4,723.33	\$5,101.20
Equipment Mechanic	1	\$5,024.93	\$5,503.33	\$5,943.60
	2	\$5,279.73	\$5,782.40	\$6,245.20
	3	\$5,543.20	\$6,070.13	\$6,557.20
	4	\$5,818.80	\$6,371.73	\$6,883.07
	5	\$6,110.00	\$6,690.67	\$7,226.27
Equipment Service Technician	1	\$4,550.00	\$4,983.33	\$5,382.00
	2	\$4,778.80	\$5,232.93	\$5,652.40
	3	\$5,012.80	\$5,489.47	\$5,929.73
	4	\$5,267.60	\$5,768.53	\$6,231.33
	5	\$5,529.33	\$6,056.27	\$6,541.60
Facilities Maintenance Technician	1	\$4,730.27	\$5,180.93	\$5,596.93
	2	\$4,974.67	\$5,447.87	\$5,884.67
	3	\$5,217.33	\$5,713.07	\$6,170.67
	4	\$5,480.80	\$6,002.53	\$6,484.40
	5	\$5,751.20	\$6,298.93	\$6,803.33
Fiber Field Technician	1	\$6,309.33	\$6,909.07	\$7,462.00
	2	\$6,623.07	\$7,252.27	\$7,832.93
	3	\$6,948.93	\$7,609.33	\$8,219.47
	4	\$7,300.80	\$7,995.87	\$8,637.20
	5	\$7,664.80	\$8,394.53	\$9,067.07
Fire Equipment Mechanic	1	\$5,550.13	\$6,078.80	\$6,565.87
	2	\$5,827.47	\$6,382.13	\$6,893.47
	3	\$6,122.13	\$6,704.53	\$7,241.87
	4	\$6,427.20	\$7,039.07	\$7,602.40
	5	\$6,746.13	\$7,387.47	\$7,978.53
Helicopter Mechanic	1	\$7,664.80	\$8,394.53	\$9,067.07
	2	\$8,046.13	\$8,810.53	\$9,516.00
	3	\$8,446.53	\$9,249.07	\$9,989.20
	4	\$8,869.47	\$9,713.60	\$10,491.87
	5	\$9,316.67	\$10,202.40	\$11,018.80
Integrated Waste Collector	1	\$4,038.67	\$4,423.47	\$4,778.80
	2	\$4,238.00	\$4,641.87	\$5,014.53
	3	\$4,449.47	\$4,872.40	\$5,262.40
	4	\$4,673.07	\$5,118.53	\$5,529.33
	5	\$4,908.80	\$5,376.80	\$5,808.40
Integrated Waste Lead Collector	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73

*Actual rates will be calculated by the City's payroll system.

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APPENDIX A - SALARY GRADE TABLE
2023-2026 AFSCME MOU

		<i>Approximate Salaries*</i>		
Classification	Step	July 3, 2023 Monthly Rate	July 14, 2024 Monthly Rate	July 13, 2025 Monthly Rate
Integrated Waste Maintenance Worker	1	\$3,882.67	\$4,251.87	\$4,593.33
	2	\$4,075.07	\$4,463.33	\$4,820.40
	3	\$4,279.60	\$4,686.93	\$5,063.07
	4	\$4,491.07	\$4,919.20	\$5,314.40
	5	\$4,712.93	\$5,161.87	\$5,576.13
Inventory Assistant	1	\$3,475.33	\$3,806.40	\$4,111.47
	2	\$3,650.40	\$3,998.80	\$4,319.47
	3	\$3,830.67	\$4,194.67	\$4,530.93
	4	\$4,023.07	\$4,406.13	\$4,759.73
	5	\$4,222.40	\$4,624.53	\$4,995.47
Irrigation Maintenance Technician	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73
Maintenance Worker	1	\$3,882.67	\$4,251.87	\$4,593.33
	2	\$4,075.07	\$4,463.33	\$4,820.40
	3	\$4,279.60	\$4,686.93	\$5,063.07
	4	\$4,491.07	\$4,919.20	\$5,314.40
	5	\$4,712.93	\$5,161.87	\$5,576.13
Park Maintenance Technician	1	\$4,730.27	\$5,180.93	\$5,596.93
	2	\$4,974.67	\$5,447.87	\$5,884.67
	3	\$5,217.33	\$5,713.07	\$6,170.67
	4	\$5,480.80	\$6,002.53	\$6,484.40
	5	\$5,751.20	\$6,298.93	\$6,803.33
Parts Specialist	1	\$4,638.40	\$5,080.40	\$5,487.73
	2	\$4,868.93	\$5,331.73	\$5,759.87
	3	\$5,113.33	\$5,600.40	\$6,049.33
	4	\$5,369.87	\$5,881.20	\$6,352.67
	5	\$5,638.53	\$6,175.87	\$6,671.60
Senior Custodian	1	\$4,288.27	\$4,697.33	\$5,073.47
	2	\$4,501.47	\$4,929.60	\$5,324.80
	3	\$4,723.33	\$5,172.27	\$5,586.53
	4	\$4,959.07	\$5,430.53	\$5,865.60
	5	\$5,208.67	\$5,704.40	\$6,162.00
Senior Electrician	1	\$6,309.33	\$6,909.07	\$7,462.00
	2	\$6,623.07	\$7,252.27	\$7,832.93
	3	\$6,948.93	\$7,609.33	\$8,219.47
	4	\$7,300.80	\$7,995.87	\$8,637.20
	5	\$7,664.80	\$8,394.53	\$9,067.07
Senior Equipment Mechanic	1	\$5,550.13	\$6,078.80	\$6,565.87
	2	\$5,827.47	\$6,382.13	\$6,893.47
	3	\$6,122.13	\$6,704.53	\$7,241.87
	4	\$6,427.20	\$7,039.07	\$7,602.40
	5	\$6,746.13	\$7,387.47	\$7,978.53

*Actual rates will be calculated by the City's payroll system.

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APPENDIX A - SALARY GRADE TABLE
2023-2026 AFSCME MOU

		<i>Approximate Salaries*</i>		
Classification	Step	July 3, 2023 Monthly Rate	July 14, 2024 Monthly Rate	July 13, 2025 Monthly Rate
Senior Facilities Maintenance Technician	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73
Senior Fire Equipment Mechanic	1	\$6,132.53	\$6,716.67	\$7,254.00
	2	\$6,439.33	\$7,051.20	\$7,616.27
	3	\$6,760.00	\$7,403.07	\$7,995.87
	4	\$7,099.73	\$7,775.73	\$8,398.00
	5	\$7,451.60	\$8,160.53	\$8,814.00
Senior Helicopter Mechanic	1	\$8,467.33	\$9,273.33	\$10,015.20
	2	\$8,890.27	\$9,736.13	\$10,516.13
	3	\$9,335.73	\$10,223.20	\$11,041.33
	4	\$9,803.73	\$10,736.27	\$11,596.00
	5	\$10,292.53	\$11,271.87	\$12,174.93
Senior Integrated Waste Collector	1	\$4,461.60	\$4,886.27	\$5,278.00
	2	\$4,686.93	\$5,132.40	\$5,543.20
	3	\$4,919.20	\$5,387.20	\$5,818.80
	4	\$5,161.87	\$5,652.40	\$6,104.80
	5	\$5,420.13	\$5,936.67	\$6,411.60
Senior Park Maintenance Technician	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73
Senior Park Maintenance Worker	1	\$4,288.27	\$4,697.33	\$5,073.47
	2	\$4,501.47	\$4,929.60	\$5,324.80
	3	\$4,723.33	\$5,172.27	\$5,586.53
	4	\$4,959.07	\$5,430.53	\$5,865.60
	5	\$5,208.67	\$5,704.40	\$6,162.00
Senior Parts Specialist	1	\$5,125.47	\$5,612.53	\$6,063.20
	2	\$5,382.00	\$5,893.33	\$6,364.80
	3	\$5,648.93	\$6,186.27	\$6,682.00
	4	\$5,931.47	\$6,496.53	\$7,016.53
	5	\$6,229.60	\$6,822.40	\$7,368.40
Senior Street Maintenance Technician	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73
Senior Street Maintenance Worker	1	\$4,288.27	\$4,697.33	\$5,073.47
	2	\$4,501.47	\$4,929.60	\$5,324.80
	3	\$4,723.33	\$5,172.27	\$5,586.53
	4	\$4,959.07	\$5,430.53	\$5,865.60
	5	\$5,208.67	\$5,704.40	\$6,162.00

*Actual rates will be calculated by the City's payroll system.

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APPENDIX A - SALARY GRADE TABLE
2023-2026 AFSCME MOU

		<i>Approximate Salaries*</i>		
Classification	Step	July 3, 2023 Monthly Rate	July 14, 2024 Monthly Rate	July 13, 2025 Monthly Rate
Senior Utilities Technician	1	\$5,432.27	\$5,948.80	\$6,425.47
	2	\$5,702.67	\$6,245.20	\$6,746.13
	3	\$5,995.60	\$6,565.87	\$7,092.80
	4	\$6,285.07	\$6,883.07	\$7,434.27
	5	\$6,602.27	\$7,229.73	\$7,808.67
Street Maintenance Technician	1	\$4,730.27	\$5,180.93	\$5,596.93
	2	\$4,974.67	\$5,447.87	\$5,884.67
	3	\$5,217.33	\$5,713.07	\$6,170.67
	4	\$5,480.80	\$6,002.53	\$6,484.40
	5	\$5,751.20	\$6,298.93	\$6,803.33
Urban Forestry Technician	1	\$5,231.20	\$5,728.67	\$6,188.00
	2	\$5,491.20	\$6,012.93	\$6,494.80
	3	\$5,766.80	\$6,316.27	\$6,822.40
	4	\$6,052.80	\$6,628.27	\$7,158.67
	5	\$6,352.67	\$6,957.60	\$7,515.73
Utilities Maintenance Worker	1	\$4,449.47	\$4,872.40	\$5,262.40
	2	\$4,673.07	\$5,118.53	\$5,529.33
	3	\$4,908.80	\$5,376.80	\$5,808.40
	4	\$5,149.73	\$5,640.27	\$6,092.67
	5	\$5,408.00	\$5,922.80	\$6,397.73
Utilities Service Representative	1	\$4,910.53	\$5,378.53	\$5,810.13
	2	\$5,151.47	\$5,642.00	\$6,094.40
	3	\$5,409.73	\$5,924.53	\$6,399.47
	4	\$5,680.13	\$6,220.93	\$6,720.13
	5	\$5,962.67	\$6,529.47	\$7,052.93
Utilities Technician	1	\$4,917.47	\$5,385.47	\$5,817.07
	2	\$5,161.87	\$5,652.40	\$6,104.80
	3	\$5,420.13	\$5,936.67	\$6,411.60
	4	\$5,688.80	\$6,229.60	\$6,728.80
	5	\$5,976.53	\$6,545.07	\$7,070.27
Welder	1	\$4,553.47	\$4,986.80	\$5,387.20
	2	\$4,782.27	\$5,238.13	\$5,657.60
	3	\$5,014.53	\$5,491.20	\$5,931.47
	4	\$5,271.07	\$5,772.00	\$6,234.80
	5	\$5,531.07	\$6,058.00	\$6,543.33

*Actual rates will be calculated by the City's payroll system.

Compensation and Benefits Profile

For

City of Ontario

Confidential
+ Specialized Confidential
Confidential Management
Employees

July 1, ~~2021~~2023



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<u>IN SITUATIONS INVOLVING OVERPAYMENT TO AN EMPLOYEE BY THE CITY, THE EMPLOYEE SHALL BE OBLIGED TO REPAY BY PAYROLL DEDUCTION THE AMOUNT OF OVERPAYMENT. THE REPAYMENT SHALL OCCUR WITHIN THE SAME TIME FRAME THE OVERPAYMENT WAS RECEIVED BY THE EMPLOYEE OR SOONER AT THE EMPLOYEE’S DISCRETION.</u>		42
<u>EITHER HUMAN RESOURCES, OR THE PAYROLL DEPARTMENT SHALL PROVIDE WRITTEN DOCUMENTATION SHOWING THE CALCULATIONS OF THE OVERPAYMENT TO THE EMPLOYEE. A MEETING MAY BE REQUESTED BY THE EMPLOYEE WITH THE PAYROLL DEPARTMENT TO REVIEW THE DOCUMENTATION AND TO DISCUSS THE RECOVERY SCHEDULE. THE REPAYMENT SCHEDULE, BIWEEKLY REPAYMENT AMOUNT OR ALTERNATIVE REPAYMENT METHOD (INCLUDING REPAYMENT FROM PERSONAL FUNDS) WILL BE DOCUMENTED IN WRITING.</u>		42
<u>EXTENSIONS TO THE PERIOD FOR REPAYMENT OF THE OVERAGE OR AN ALTERNATIVE REPAYMENT METHOD MAY BE REQUESTED BY THE EMPLOYEE AND ARE SUBJECT TO THE APPROVAL OF THE EXECUTIVE DIRECTOR OF FINANCE OR THEIR DESIGNEE. EXTENSIONS WILL BE APPROVED ONLY IN THE CASE OF EXTREME HARDSHIP, AND THE EXTENDED PERIOD FOR REPAYMENT WILL NOT BE LONGER THAN ONE AND ONE HALF TIMES AS LONG AS THE OVERPAYMENT PERIOD.</u>		42
<u>IF THE EMPLOYEE LEAVES EMPLOYMENT PRIOR TO REPAYMENT OF OVERAGE, THE CITY SHALL RECOVER THE AMOUNT OWED FROM THE EMPLOYEE’S FINAL PAY. IF THE AMOUNT OWED IS GREATER THAN THE EMPLOYEE’S FINAL PAY, THE CITY SHALL INITIATE A COLLECTIONS PROCESS AGAINST THE EMPLOYEE.</u>		42
<u>IN SITUATIONS INVOLVING UNDERPAYMENT TO AN EMPLOYEE BY THE CITY, THE EMPLOYEE SHALL RECEIVE THE BALANCE DUE WITHIN THE NEXT PAY PERIOD FOR WHICH THE ADJUSTMENT CAN BE MADE, FOLLOWING TIMELY SUBMISSION OF APPROPRIATE DOCUMENTATION AND NECESSARY APPROVAL OF THE COMPENSATION CHANGE.</u>		42
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Article I. ADMINISTRATION

Section 1.01 Introduction

This document sets forth policies and procedures to follow in implementing and administering this program. The various sections and provisions of the Government Code, Municipal Code, Personnel Rules and Regulations, and the "Employment Policies" in the City's Online Policy Center in effect and applicable to Confidential, Specialized Confidential, and Confidential Management employees will remain in effect unless modified or superseded by provisions within this document.

This Compensation and Benefits Profile shall apply to employees in classifications identified as Confidential, Specialized Confidential, and Confidential Management. Employee Compensation and Benefits Profile and is a summary of benefits and compensation practices adopted by the City Council over the years on an on-going basis. Provisions within this document apply to all employees appointed to positions in the following Confidential or Specialized Confidential classifications:-

CONFIDENTIAL OR SPECIALIZED CONFIDENTIAL CLASSIFICATIONS	
Accountant	Accounting Technician
Accounts Payable Technician	Administrative Assistant
Administrative Assistant to the City Council	Administrative Specialist—Confidential
Community Information Specialist	Database Administrator
Economic Development Analyst*	Economic Development Specialist
Executive Assistant to the City Manager*	Financial Analyst
Human Resources Analyst*	Human Resources Coordinator
Human Resources Specialist	Human Resources Technician
Internal Auditor*	Investment Officer*
IT Specialist	IT Technician
Legislative Analyst*	Management Analyst—Confidential
Office Assistant—Confidential	Office Specialist—Confidential
Payroll Coordinator	Payroll Technician
Records Coordinator	Records Specialist
Senior Accountant	Senior Accounts Payable Technician
Senior Administrative Assistant	Senior Community Information Specialist*
Senior Information Technology Specialist	Senior Performance and Optimization Analyst
Senior Records Specialist	Senior Systems Analyst
Systems Analyst	Systems Specialist

* Specialized Confidential (SCN)

CONFIDENTIAL CLASSIFICATIONS	
Accountant	Accounting Technician
Accounts Payable Technician	Administrative Assistant
Administrative Assistant to the City Council	Administrative Specialist - Confidential
Community Information Specialist	Database Administrator
Economic Development Specialist	Financial Analyst
Human Resources Coordinator	Human Resources Specialist
Human Resources Technician	IT Specialist
IT Technician	Management Analyst - Confidential

<u>Management Assistant - Confidential</u>	<u>Office Assistant - Confidential</u>
<u>Office Specialist - Confidential</u>	<u>Payroll Coordinator</u>
<u>Payroll Technician</u>	<u>Police Personnel and Training Coordinator</u>
<u>Records Coordinator</u>	<u>Records Specialist</u>
<u>Senior Accountant</u>	<u>Senior Accounts Payable Technician</u>
<u>Senior Administrative Assistant</u>	<u>Senior Information Technology Specialist</u>
<u>Senior Performance and Optimization Analyst</u>	<u>Senior Records Specialist</u>
<u>Senior Systems Analyst</u>	<u>Systems Analyst</u>
<u>Systems Specialist</u>	

<u>SPECIALIZED CONFIDENTIAL CLASSIFICATIONS</u>	
<u>Economic Development Analyst</u>	<u>Executive Assistant to the City Manager</u>
<u>Human Resources Analyst</u>	<u>Internal Auditor</u>
<u>Investment Officer</u>	<u>Legislative Analyst</u>
<u>Senior Community Information Specialist</u>	

<u>CONFIDENTIAL MANAGEMENT CLASSIFICATIONS</u>	
<u>Principal Human Resources Agency Partner</u>	<u>Principal Risk Management / Benefits Agency Partner</u>
<u>Payroll Manager</u>	
<u>The following classifications when the incumbent employee is assigned as a member of the City's labor negotiations team:</u>	
<u>Administrative Officer</u>	<u>Senior Financial Analyst</u>
<u>Senior Management Analyst</u>	

Section 1.02 Purpose of Plan

~~Confidential/Specialized~~ Confidential Employees are defined as City employees who are in positions privy to decisions of City Management affecting employer-employee relations or whose duties normally require access to confidential information. Such positions are not represented by an employee organization in accordance with Section 3507.5 of the Meyers-Milias-Brown Act.

Section 1.03 Benefit Level Structure

There are ~~two-three~~ divisions of employees within ~~the the Confidential/Specialized~~ Confidential Group. These ~~two-three~~ divisions are identified as ~~Confidential Management, and~~ Specialized Confidential, ~~and Confidential Management~~, which includes classifications that are not eligible to receive overtime compensation (FLSA non-exempt);~~;~~ and Confidential, which includes

classifications that are eligible to receive overtime compensation (non-FLSA identified in Section 1.01, Introduction).

Section 1.04 Definitions

A. Employee Unit

The job classifications listed in Section 1.01, Introduction.

B. Calendar Year

The period of 12 consecutive months commencing on January 1st and ending on December 31st.

C. Fiscal Year

The period of 12 consecutive months commencing on July 1st and ending on June 30th.

D. Day

A 24-hour day beginning at 12:00 midnight and ending the following at 11:59 pm.

E. Employee

1. Regular Employee:— An employee who is scheduled to work on a full-time basis and has completed the probationary period.
2. Probationary Employee:— A full-time employee who has not completed the probationary period.

F. Working Day

The working day is defined as the number of hours an employee is regularly scheduled to work each day. For example, an employee working a 5/8 schedule would have an eight-hour working day; an employee working a 9/80 schedule would have eight nine-hour working days and one eight-hour working day every two weeks; an employee on a 4/10 work schedule would have a ten-hour working day; employees working a 5/9 schedule will have four nine-hour work days and one four-hour day.

G. FLSA Work Week

The work week for all schedules shall begin on Sunday and end on Saturday. The City may adjust the work week definition for alternative work schedules and designate a fixed beginning and end time based on the employee's regularly assigned work schedule in compliance with the Fair Labor Standards Act.

The most common example of an alternative work schedule not using the Sunday through Saturday workweek is a 9/80 schedule. Four (4), nine-hour days per workweek and one alternating eight-hour day (flex day worked)/regular day off (flex day off). Employees assigned a 9/80 schedule have an FLSA workweek designated as beginning four hours into their alternating regular day off or eight-hour day. An example 9/80 schedule is below.

	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	
Week 1				9	9	9	9	4	= 40 hours

Week 2	4			9	9	9	9		= 40 hours
TOTAL									= 80 hours

Article II. EMPLOYMENT PROVISIONS

Section 2.01 Probationary Period

A. Objective

The probationary period is an integral part of the testing process utilized for closely observing the employee's work and the employee's adjustment within the organization. During the probationary period, the City shall coach and provide direction to the employee to assess the employee's adaptability to the City's work environment and if they are fully qualified for employment in the classification

B. Length

1. An original appointment is defined as an appointment of a new hire, rehire, or temporary/part-time employee being appointed to a regular position. All original appointments shall be subject to a probationary period of 12 months.
2. A promotional appointment is defined as the appointment of a current full-time employee who is promoted into another full-time position. Promotional appointments for employees who have attained regular status in a prior classification shall be subject to a promotional probationary period of 6 months. Promotional appointments for employees who have not attained regular status in a prior classification shall be subject to a probationary period of 12 months. Time served during a temporary promotion does not count toward the probationary period in the higher classification.
3. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The Department Head may also extend an employee's probation by up to a total of six months upon written notice delivered to the employee prior to the completion of the employee's probationary period.

C. Probationary Release

1. During the probationary period, an employee, who has not yet attained regular status in any classification may be terminated from employment by the Department Head without cause and without right of appeal. Notification shall be in writing to the employee and may be given without advance notice.
2. Except in such situations where the employee is terminated for cause, an employee who is released while serving a probationary period after promotion shall be returned to the ~~employee's previous~~ employee's previous classification provided the employee had regular status in that classification.

Section 2.02 Hours of Work

A. Work Schedules

The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirements of municipal employment.

The City may revise work schedules from time to time. All schedule changes must take effect at the beginning of a pay period.

B. Overtime

The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. The City further reserves the right to determine appropriate classification for overtime assignment, and those qualified for assignment, and the ability to utilize employees within appropriate classifications from departments other than that requiring the overtime.

C. Meal Time

All employees are subject to the "Meal Time" policy found in Rule XXVI, "Hours of Work" of the Personnel Rules and Regulations.

D. Breaks – Rest Periods

All employees are subject to the "Breaks-Rest Periods" policy found in Rule XXVI, "Hours of Work" of the Personnel Rules and Regulations.

Section 2.03 Transfers and Job Changes

- A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer within the employee's department or to another department may be initiated at any time by the City Manager upon the recommendations of the Department Heads concerned or to meet the needs of the City. All transfers must be within comparable classes, and no employee will be transferred to a position for which the employee does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction. If the employee being transferred has attained regular status in their classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.
- B. A job change is an employee's voluntary movement into another classification at the same salary range or within 1%. A downward movement to a salary range within 1% will not be considered a demotion as defined in the Personnel Rules and Regulations. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the Department Heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

Section 2.04 Layoff Procedures

- A. The City Manager may layoff regular and probationary employees at any time for lack of work, lack of funds, or other changes that have taken place. The employee is to be given two weeks' notice before such a layoff is effective.
- B. A demotion or transfer to another department may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and be placed on a "Recall List" and shall be eligible for recall for one year from the date of placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur. The order of layoff shall be:
 1. Temporary employees in the affected classification shall be removed first.
 2. Probationary employees in the affected classification shall be removed next.
 3. Regular employees in the affected classification shall be subject to layoff next.
- D. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.
- E. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City seniority (displacement seniority) provided it is in a position in which the employee formerly held a regular appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered to be laid off for the same reason as the person who displaced the employee, and shall in the same manner be eligible to displace to a position in a classification in which the employee formerly held a regular appointment, is qualified by education and/or experience, and is capable of performing the duties of the classification.
- F. Failure to return to work from layoff within 15 calendar days after notice to return by personal email (if available), certified or registered mail to the employee at the employee's last known address on file with the [Human Resources Department](#) [Human Resources / Risk Management Department](#) or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

Article III. CLASSIFICATIONS

Section 3.01 New Classifications

The ~~Human Resources Director~~ [Executive Director Human Resources / Risk Management](#) shall periodically review new and existing city positions and recommend their inclusion in this group.

Upon approval by the City Manager, such positions shall be considered as Confidential, Specialized Confidential, or Confidential Management.

Section 3.02 Higher Classification Work

- A. When an employee is assigned by the employee's Department Head to temporarily perform the duties of a position in a higher classification for more than 80 consecutive cumulative hours, the employee shall receive pay for working in the higher classification. The Department Head or designee shall determine and specifically assign, in writing, an employee to perform all of the significant duties of a higher classification.
1. The higher salary rate payable shall commence on the 81st working hour following the temporary assignment to the performance of all and only the duties of the higher classification. The higher rate of pay shall be defined as a five percent increase in pay or the minimum salary rate for the higher classification, whichever is greater, but not more than the maximum salary for the higher classification.
 2. If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the base salary change, not a change in benefits or unit.
 3. Employees temporarily assigned to perform duties of the higher classification must meet the minimum qualification of the higher classification without any more supervision than another would be in the same job.
 4. The assignment shall continue until the City no longer requires the employee to perform the duties of such assignment.
 5. At the end of such assignment, the employee performing the temporary assignment shall be returned to the employee's original position and salary rate.

Section 3.03 Classification Review

- A. An employee may request a classification review of the employee's position. Such request shall be forwarded through the line of supervision to the Executive Director Human Resources Director/Risk Management.
- B. An employee shall not submit a subsequent request prior to 18 months after completion of any previous classification review, unless the employee's position has undergone a considerable change in duties and responsibilities.
- C. The employee shall be notified in writing of the classification review decision.

Section 3.04 Classification Review/Appeal

- A. An employee may appeal the decision of a classification review no later than ten working days after such results have been provided to the employee. Such an appeal shall be filed with the Human Resources Department Human Resources / Risk Management Department. The appeal shall include a detailed statement by the employee indicating the employee's reasons for disagreement with the classification review decision.
- B. A designated individual in the Human Resources Department Human Resources / Risk Management Department shall hold a meeting with the employee no later than 14

working days after the appeal is filed. The designated individual shall not be the same person who conducted the initial classification review. This individual shall respond in writing to the employee no later than 21 working days after meeting with the employee.

- C. In the event the matter is not settled at the ~~Human Resources Department~~Human Resources / Risk Management Department level, the employee may appeal the decision to the City Manager within 10 working days from Human Resource's response. The City Manager shall review and respond to the appeal within 10 working days of such appeal. The City Manager's response shall be final.
- D. These procedures shall represent the employee's singular appeal process and the City Manager's response shall not be subject to the arbitration provisions or any other provision of the grievance procedures in this Profile.

Article IV. COMPENSATION

Section 4.01 Salary

- A. The following salary increases shall be implemented for employees covered by this Profile:
 - 1. Effective July ~~42~~, 2024~~13~~, employees within the unit will receive a ~~29.5~~% increase in base salary.
 - ~~2. Effective July 314, 14, 2024, employees within the unit will receive a 29.5% increase in base salary.~~
 - ~~2. Effective July 13, 2025, employees within the unit will receive a 8.5% increase in base salary.~~
- B. Wages for the various classifications are set forth in Appendix "A." All non-exempt employees are paid on an hourly basis.

Section 4.02 Pay Plan and Benefits Review

The City will perform a periodic review of benefit and salary levels within the job market to establish competitive benefits and salary levels. Such levels may be adjusted from time to time, with the budgetary approval of the City Council. An adjustment to salary ranges does not require a corresponding adjustment to individual employee pay rates.

Section 4.03 Overtime

- A. These provisions shall apply to Confidential employees who are designated as non-exempt. Specialized Confidential employees and Confidential Management employees are exempt pursuant to the FLSA and are not eligible to receive overtime compensation or compensatory time.
- B. Overtime shall be paid for over 40 compensated hours in any one workweek or over the employee's regularly scheduled hours within the day at the rate of one and one-half (1½) times the base hourly rate. Employees on a 5/9 (i.e. 9/80) schedule shall be paid

overtime for over 40 compensated hours in any one workweek or over nine hours in one day.

- C. Those employees eligible to receive overtime compensation may receive pay or may elect to receive compensatory time off at a rate of time and one half. However, if overtime is worked pursuant to a grant, and the grant requires that the overtime be compensated as pay, then the employee must receive pay and not compensatory time.

Section 4.04 Compensatory Time

- A. Compensatory time not taken as time off during the pay period it was earned shall be accrued for future use as compensated time off.
- B. Employees may retain a balance of all unused compensatory time not to exceed 240 hours at any given time.
- C. Upon separation from the City, the employee shall be paid for any unused compensatory time.
- D. Employees may also convert accrued compensatory time to salary as provided for in Section 5.03.
- E. When an employee has accumulated the maximum allowable hours of compensatory time, no further compensatory time shall be accumulated, and the employee shall only be eligible for overtime pay in accordance with this Profile.

Section 4.05 Skills and Certifications

A. Bilingual Pay

Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English by the Department Head to perform bilingual translation as part of their regular duties shall be entitled to bilingual differential pay. Employees shall be compensated for bilingual pay at the rate of \$100 per pay period. Such assignment shall be in written form. Such differential shall apply regardless of the total time required for such translation. Employees in such positions must be certified as competent in translation skills by the Human Resources Department / Risk Management Department to be eligible for compensation.

Unit employees approved to receive bilingual pay may be required to translate at City Council meetings, at the discretion of the City Manager or designee. Employees assigned to provide translation at the City Council meetings shall be compensated an additional \$50 per meeting. To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

B. Notary Pay

Specified clerical and administrative support positions, which are determined to require notary duties and who obtain and maintain a notary public certificate from the State of California, shall receive additional compensation. Each regular employee who meets the eligibility requirements and is designated by the applicable Department Head and

~~Human Resources Department~~ Human Resources / Risk Management Department to receive notary pay shall be compensated at the rate of \$25 per pay period.

Employees receiving notary pay shall maintain their commission from the California Secretary of State. The City shall pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Notary Pay.

Section 4.06 Special Assignment – Recording Commission Meetings

Designated Confidential employees in clerical / administrative support classifications who are required to attend and take and transcribe meeting minutes for the Library Board of Trustees, Recreation and Parks Commission, Museum of History and Art Board of Trustees, and Planning Commission meetings after normal working hours, will receive Administrative Secretary Premium pay equaling 5% of the employee's base pay throughout the term of the assignment. The Agency or Department Head and the Executive Director Human Resources /Risk Management ~~Human Resources Director~~ shall approve these assignments.

To the extent legally permissible, this is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Administrative Secretary Premium.

Section 4.07 On-Call Duty

- A. Employees in the classifications of Senior Information Technology Specialist and Information Technology Specialist shall be eligible to receive compensation for on-call duty. Employees who are assigned to be on-call shall receive ~~\$20-50 per day~~ for Mondays, Tuesdays, Wednesdays, and Thursdays, ~~and Fridays~~ and ~~\$525 per day for Friday, for~~ Saturdays and Sundays.
- B. The Department Head shall determine on-call eligibility for Senior Information Technology Specialists and Information Technology Specialists based on knowledge and abilities.
- C. On-call employees are required to respond to call-outs within a reasonable period of time, depending on the nature of any particular call-out problem. In order to assure a reasonable response time, on-call employees are required to either carry a City-provided communications device (cellular phone or pager) or notify the Police Department Watch Commander where they can be reached by telephone when not at their place of residence. An on-call employee may exchange on-call duties with another employee receiving on-call pay, subject to prior approval of the immediate supervisors.

Section 4.08 Merit Increases

A. City Personnel Rules – Salary Adjustments

Merit increases are administered in accordance with the City Personnel Rule XI, as repeated below.

Section 1. Application of Rates

Employees occupying a position in the City service shall be paid at the rate established for their position. All original appointments shall be made at the minimum wage for the position, except when in the opinion of the City Manager circumstances warrant appointment at a higher step.

Section 2. Anniversary Date

Each employee's anniversary date will coincide with the employee's appointment to a new position in a different classification. All employees will retain their current anniversary dates until appointed to a new classification provided, however, that no employee shall receive more than one merit increase within any ~~six months~~six-month period. Any employee who is within ninety (90) days of eligibility for a merit raise at the time of promotion shall be entitled to an increase for the promotion and an increase for the merit step. All future increases while in that classification shall be in accordance with Section 3 below. The date of appointment shall be used to compute vacation, annual leave, sick leave, and retirement benefits.

The anniversary date of employees who take a leave of absence without pay for more than sixty (60) continuous calendar days will be extended by the length of the absence from work over sixty (60) days adjusted to the start of the nearest pay period.

Section 3. Advancements

The advancement of an employee is not automatic, but the result of increased service value to the City. Service value shall be determined by recommendation of the Department Head, length of service, personal performance record, special training, and any other evidence that illustrates the desire of the employee to do a better job.

The five levels of advancement for each full-time and part-time position are granted according to the conditions outlined in Section 1 and 2 and the preceding paragraph. The merit increase effective date is the closest payroll period to the employee's anniversary date.

- Step 1 – Entrance level
- Step 2 – After six months of service
- Step 3 – After one year at Step 2
- Step 4 – After one year at Step 3
- Step 5 – After one year at step 4

Section 4. Salary on Promotion

Effective the first full-pay period upon ratification of this agreement. An employee who is promoted shall be assigned to the lowest step of the new salary range which allows an increase of approximately five percent (5%) over the employee's current salary at the time of promotion. The Agency Head may recommend assignment to a higher salary step based on special circumstances to the Executive Director Human Resources. The date of promotion will establish a new salary review date and the employee shall be eligible for the next merit increase in accordance with Section 3. Advancements. The promotion date will be effective at the beginning of an established pay period.

~~Section 4.09 American Rescue Plan Act Premium~~

~~The American Rescue Plan Act (ARPA) provided federal relief funds to local government agencies for certain uses. Among those uses include premium pay for employees who perform essential work during the COVID-19 pandemic.~~

~~In recognition of Ontario employees' contributions and their continued diligence in providing essential services through the COVID-19 pandemic, active employees (with a probability of continued employment) as of 1/28/2022 will receive a one-time lump-sum payment as follows:~~

~~Assigned Agency (as of 1/28/2022)~~	~~ARPA Payment Amount~~
~~Ontario Fire Department; and Ontario Police Department~~	~~\$10,000.00~~
~~All other Agencies~~	~~\$7,500.00~~

~~ARPA Premium Payment is not pensionable and is taxed in accordance with IRS regulations.~~

~~ARPA Premium Payment will be issued in a separate paper check on or before 2/11/2022.~~

Article V. LEAVES – PAID AND UNPAID

Section 5.01 Holidays

- A. The following paid holidays shall be observed on the day specified:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day After 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- B. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Year's Day. During this time, employees shall use applicable accrued vacation, compensatory, annual leave and/or or management leave to cover this period of closure.
- C. Any holiday listed in Section 5.01(A) which falls on a Sunday shall be observed on the following Monday.
- D. Employees shall receive holiday compensation equal to their scheduled workday, not to exceed 10 hours per holiday.

1. Employees on an 8-hour day work schedule shall receive 8 hours of holiday.
2. Employees on a 4/10 work schedule shall receive 10 hours of holiday.
3. Employees on a 9/80 work schedule shall receive compensation in accordance to their work schedule, as follows:
 - a. Employees shall receive the number of hours they were scheduled to work the day of the holiday is observed (e.g. 9 or 8 hours).
 - b. If the holiday falls on the employee's regular scheduled or "flex" day off, the employee shall receive 9 hours.
- E. Confidential employees having any holiday listed in Section 5.01(A) which falls on an employee's regular day off shall be compensated at the employee's option as compensatory time or pay at the rate of one hour for every hour of the regular schedule not to exceed 10 hours per holiday as provided in Section 5.01(D).
- F. Specialized Confidential -and Confidential Management employees having any holiday listed in the Section 5.01(A) which falls on an employee's regular day off shall be compensated as accrued annual leave not to exceed 10 hours per holiday as provided in Section 5.01(D).
- G. Employees shall not be eligible for holiday pay for any pay period for which the employee either:
 1. has an unapproved leave of absence during the pay period, or
 2. is on a leave of absence without pay for the entire pay period.

Section 5.02

Section 5.03Section 5.02 Vacation (Confidential)

CONFIDENTIAL EMPLOYEES	
Year of Service	Vacation Leave Hours Earned Per Year
1 – 3	112
4	120
5 – 10	136
11	144
12	152
13	160

- A. Confidential the following accordance Confidential vacation leave periods each

CONFIDENTIAL EMPLOYEES	
Year of Service	Vacation Leave Hours Earned Per Year
14	168
15	176
16+	192

employees accumulate vacation hours in with City service time. employees accrue evenly over 26 pay year as follows:

- B. Vacation shall be accrued based on paid hours on a pro-rated basis. For example, if a confidential employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, holiday, vacation, bereavement, sick, personal, jury duty, military, and administrative leaves. It excludes amounts paid by any disability benefits, including short-term and long-term disability and workers' compensation.

~~Section 5.04~~Section 5.03 ~~Vacation Leave~~ Conversion (Confidential)

- A. Confidential employees' maximum accrual amount for vacation is 500 hours. Once the employee has a vacation accrual balance of 500 hours, no vacation hours will be accrued until the balance drops below 500 hours.
- B. Confidential employees may convert a minimum of 8 hours and a maximum of 200 hours of vacation and/or compensatory time twice each calendar year. The total number of hours converted per calendar year shall not exceed 200. Such conversion shall be at the unit employee's base rate of pay that is in effect at the time of such conversion. Employees cannot convert balances below 40 vacation hours.
- C. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

D. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:

1. Accrued Vacation Hours - An amount which may not exceed the number of vacation hours the individual employee may accrue in the following calendar year.
2. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.

The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.

E. The total combined number of vacation and compensatory hours converted per calendar year shall not exceed 300 hours.

F. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.

G. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional vacation and/or compensatory time conversion salary program for the following calendar year.

H. In the event an employee has less hours in their vacation and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their vacation and compensatory bank at the time of the actual cash-out, less any minimum balances.

I. If an employee makes an irrevocable election to cash-out vacation and/or compensatory time in the following calendar year and uses such leave in that subsequent calendar year, the vacation and compensatory leave used will come from the vacation or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused vacation and/or compensatory leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation and/or compensatory hours the employee is eligible to cash-out.

J. Any conversion of vacation hours to cash shall not cause the employee's total amount of accrued vacation in their vacation leave bank to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

Section 5.05 Section 5.04 Sick Leave/Retained Sick Leave

- A. Confidential employees accrue sick leave at the rate of 96 hours per calendar year, accrued evenly over 26 pay periods.
- B. Specialized Confidential and Confidential Management employee's may have retained sick leave ("sick leave") if the employee previously held a position that accrued sick leave and if the employee had a sick leave balance greater than 100 hours prior to promotion or transfer.
- C. Employees are only entitled to use sick leave or retained sick leave for:
 - 1. Any bona fide illness or injury.
 - 2. Quarantine due to exposure to contagious disease.
 - 3. Any treatment or examination including, but not limited to medical, dental, ocular.
 - 4. Time off to resolve issues related to the employee being a victim of domestic violence, sexual assault or stalking as defined in California Labor Code Section 230.
 - 5. Death in the immediate family
 - 6. Personal Leave used as defined in Section 5.05.
 - 7. Conversion to CalPERS Service Credit pursuant to CalPERS regulations.
- D. Confidential employees may use up to 48 hours of sick leave per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 ("KinCare").
 - 1. Immediate family for this provision includes the following relationships relative to the employee: spouse; registered domestic partner; grandparent; grandchild; sibling; child (biological, foster, adopted, stepchild, legal ward, or child to whom the employee stands in loco parentis) the definition of child is applicable regardless of age or dependency status; parent (biological; foster; adoptive; stepparent; or legal guardian of the employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
 - 2. Confidential employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
- E. Employees are not entitled to sick leave for illness or injury while also engaging in business or activity for monetary gain or other compensation that would conflict with the illness or injury for which the employee has been granted sick leave.
- F. There shall be no limit on the amount of sick leave that may be accrued by an employee.
- G. Sick Leave shall not be taken as vacation or converted to salary at any time.
- H. When an employee has been on sick leave, the City reserves the right to make any

investigation of the illness it deems necessary, including requiring a doctor's certification. On the first day of illness, the employee must notify the department before the shift begins if the employee is to receive sick leave credit.

- I. The first 24 hours or three days of sick/retained sick leave or annual leave taken consistent with Section 5.04(C) during a calendar year shall be designated to comply with California Labor Code Sections 245-249 (Healthy Workplace/Healthy Family Act).
- J. All determinations of sick leave use shall be made by the Department Head concerned, subject to the approval of the [Executive Director Human Resources /Risk Management](#)~~Human Resources Director~~.

Section 5.06~~Section 5.05~~ Annual Leave (Specialized Confidential / Confidential Management-)

- A. Specialized Confidential ~~and Confidential Management~~ employees accumulate annual leave hours. The purpose of annual leave is to provide ~~Specialized Confidential~~ these employees the ability to accrue time off for use in vacation, sick, and personal leave situations. Annual Leave shall not be used:
 1. ~~to~~ extend retirement or separation date;
 2. for illness or injury arising from outside employment, for which the employee is receiving workers' compensation or disability payment from another employer.
- B. Specialized Confidential employees accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay periods each year as follows:

SPECIALIZED CONFIDENTIAL	
Year of Service	Annual Leave Hours Earned Per Year
1 – 3	170
4	178
5 – 10	194
11	202
12	210
13	218
14	226
15	234
16+	250

- C. Confidential Management employees accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay periods each year as follows:

<u>SPECIALIZED CONFIDENTIAL</u>	
<u>Year of Service</u>	<u>Annual Leave Hours Earned Per Year</u>
<u>1 – 3</u>	<u>192</u>
<u>4</u>	<u>200</u>
<u>5 - 8</u>	<u>216</u>
<u>9 - 10</u>	<u>224</u>
<u>11</u>	<u>232</u>
<u>12</u>	<u>240</u>
<u>13</u>	<u>248</u>
<u>14</u>	<u>256</u>
<u>15</u>	<u>264</u>
<u>16+</u>	<u>272</u>

C.D. Annual Leave shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, holiday, annual leave, management leave, bereavement, sick, personal, jury duty, military, and administrative leaves. It excludes amounts paid by any disability benefits, including short-term and long-term disability and workers' compensation.

E. On the first day of an absence from work, the employee must notify the department before the shift begins if the employee is to receive annual leave credit.

Section 5.07 Section 5.06 Annual Leave Conversion (Specialized Confidential / Confidential Management-)

A. The maximum amount of annual leave that may be accrued is 800 hours. Once the employee has an annual leave accrual balance of 800 hours, no annual leave hours will be accrued until the balance drops below 800 hours.

B. Conversion of Accumulated Vacation Leave and Sick Leave to Annual Leave

- Each accumulated hours of Vacation Leave will be converted to one (1) hour of Annual Leave for employees that become members of the Specialized Confidential or Confidential Management units due to promotion, transfer or demotion.
- Up to one hundred hours of accumulated Sick leave will be converted at a rate of .6 hours to Annual Leave. Remaining accumulated sick leave hours for employees that become members of the Specialized Confidential or Confidential Management units due to promotion, transfer or demotion will be retained only for use a leave for the purposes described in Section 5.04 – Sick Leave/Retained Sick Leave.

C. Specialized Confidential and Confidential Management employees may convert a minimum of 8 hours and a maximum of 200 hours of annual leave and/or compensatory time twice each calendar year. The total number of hours converted per calendar year

shall not exceed 200. Such conversion shall be at the unit employee's base rate of pay that is in effect at the time of such conversion. Employees cannot convert balances below 40 ~~vacation~~ annual leave hours.

- D. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

- E. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:

1. Accrued Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.

2. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.

The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.

- F. The total combined number of vacation and compensatory hours converted per calendar year shall not exceed 300 hours.

- G. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.

- H. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave and/or compensatory time conversion salary program for the following calendar year.

- I. In the event an employee has less hours in their annual leave and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave and compensatory bank at the time of the actual cash-out, less any minimum balances.

- J. If an employee makes an irrevocable election to cash-out annual leave and/or compensatory time in the following calendar year and uses such leave in that subsequent calendar year, the annual and compensatory leave used will come from the annual or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused annual and/or compensatory leave accumulated from previous calendar

years shall not result in a reduction in the amount of annual -and/or compensatory hours the employee is eligible to cash-out.

K. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseen emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

L. Any conversion of annual leave hours to cash shall not cause the employee's total amount of accrued annual leave in their annual leave bank to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

Section 5.08Section 5.07 Personal Leave

- A. An employee may use any accrued annual leave, vacation ~~and / or~~ ~~and/or~~ ~~and/or~~ compensatory time, but no more than three working days of sick leave per calendar year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:
1. Bereavement leave for other than members of the employee's immediate family (immediate family is defined in Section 5.04 (B));
 2. Personal court appearances when required to be present, except for jury duty and court appearances related to City Business.
 3. Any other personal need requiring a leave during working hours when approved by the Department Head or the authorized department representative.
- B. The employee shall provide no less than two days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two-day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- C. Personal leave shall be charged against any unused sick leave/retained sick leave, vacation, annual leave or compensatory time the employee has accumulated provided

there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued or without pay.

Section 5.09Section 5.08 Management Leave (Specialized Confidential / Confidential Management)

Employees in the Specialized Confidential and Confidential Management classifications accrue 40 hours of management leave with the first full pay period ending in January. Employees hired or promoted into the Specialized Confidential or Confidential Management classifications after that date shall receive a prorated amount of such leave. Such leave may only be used as time off during the calendar year. Any remaining hours will not carry over to the following calendar year. Such leave will not convert to compensation upon separation from employment. Employees may not use management leave to extend retirement or separation date.

Section 5.10Section 5.09 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against any accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time to cover all or a portion of the unpaid portion of their bereavement leave.
- B. A total of five (5) working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries or in excess of 250 miles from the employee's home. Such bereavement leave shall not be charged against the employee's accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time.
- C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.
- D. Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation unless stipulated by law. This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child (i.e. parent, stepparent, mother-in-law, father-in-law); spouse; registered domestic partner; grandparent; grandchild; sibling.
- E. Employees shall be granted one (1) working day paid personal leave to attend the funeral of an aunt, uncle, cousin, niece or nephew.
- F. Employees may be provided release time by Department Heads to attend the funeral of deceased City employees without loss of pay.

G. Employees may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

~~Section 5.11 In the event of a death in the employee's immediate family, the employee shall be granted three working days paid bereavement leave (or five working days if the death is outside the State boundaries or in excess of 250 miles from the employee's home). Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other relationship included in the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation. Such bereavement leave shall not be charged against any accrued sick leave, vacation, annual leave, management leave, or accrued compensatory time.~~

~~Section 5.12 The employee shall be granted one working day paid personal leave to attend the funeral of an aunt, uncle, cousin, niece, or nephew.~~

~~Section 5.13 Employees may be provided release time by Department Heads to attend the funeral of deceased City employees without loss of pay.~~

~~Section 5.14 The employee may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.~~

~~Section 5.15~~Section 5.10 Family Medical Leaves

- A. Family Medical Leave shall be granted in accordance with the California Family Rights Act (CFRA) of 1991 and the Family and Medical Leave Act (FMLA) of 1993, and any modified provisions and interpreted regulations for those respective statutes.
- B. Employees may utilize up to six weeks of accrued sick leave for leaves of absence for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA and CFRA. Both paid and unpaid time during an approved FMLA/CFRA leave of absence shall run concurrently with FMLA/CFRA leave. Pregnancy Disability Leave shall run concurrently with any approved FMLA/CFRA leave.
- C. Employees are required to use up to 80 hours per pay period of all eligible leave accruals or the number of hours for full integration if integrating with disability programs. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals for Confidential, ~~and~~ Specialized Confidential, ~~and~~ Confidential Management employees include, but are not limited to, vacation, annual leave, management leave, and compensatory time for any purpose, and sick leave accruals if used for qualified medical, bereavement, or personal reasons as defined in this Article.

~~Section 5.16~~Section 5.11 Catastrophic Leave Program

- A. The City agrees to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury, caused by either physical or mental impairment. A statement from the employee's treating physician is required.
- B. The City also agrees to permit employees to contribute a portion of their accrued vacation, annual leave and/or compensatory time to another employee when such an employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick Leave/Retained Sick Leave may not be donated.
- C. All Catastrophic Leave transfers, are subject to the following conditions:
1. The ~~Human Resources Department~~Human Resources / Risk Management Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or the employee's Department requesting donations.
 2. Catastrophic illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. Pregnancy is excluded from this provision; however, injuries or illnesses resulting from a pregnancy may be covered under this provision with a statement from the employee's treating physician as the final authority.
 3. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee or family member's treating physician is required.
 4. The receiving employee has exhausted all accrued leave and is therefore facing financial hardship.
 5. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.
 6. The donating employee must have at least 96 hours sick leave or annual leave (for Specialized Confidential / Confidential Management) remaining after such donation and the leave application rate shall be based on the donating employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.
 - ~~7.~~ The donations must be in whole hour increments. The amount of the donation credited each pay period shall be in accordance with the receiving employee's needs.
 - ~~8-7.~~ The donations are irrevocable, and shall be indistinguishable from other leave credits belonging to the receiving employee. Donations shall be subject to all taxes required by law.
 - ~~9-8.~~ Donations shall be made on a Catastrophic Leave Form prescribed by the ~~Human Resources Department~~Human Resources / Risk Management Department.

~~Section 5.17~~Section 5.12 Jury Duty

- A. In the event an employee is duly summoned to any court during their scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from the employee's regular duties with pay. Any fees for the performance of such service, excluding mileage or subsistence allowances, shall be remitted to the City.
- B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 pm. If the employee is called to San Bernardino, the employee must return to work if dismissed by 2:00 pm. Upon return from jury duty, the employee shall present a certificate of service to the employee's department.
- C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Section 5.13 Submitting and Recording of Leave Time (Specialized Confidential / Confidential Management)

- A. It is recognized that in certain circumstances, the fulfillment of an employee's responsibilities requires longer or more irregular hours than usual. In such instances, a department may allow an employee the flexibility to attend to personal business away from work during normal works hours without requiring the use of accrued leave. Exercising this flexibility shall not amount to compensating the employee on an hour off for an hour worked basis.
- B. Employees shall submit requests for time off for full or partial day absences to their immediate supervisor or manager with as much advance notice as possible. Authority to approve the request is at the sole discretion of the immediate supervisor or manager based on the nature of the request and the operational demands of the department.
- C. Full day absences: Employees are required to use their accrued time off (annual, leave, retained sick leave or management leave) for full day absences.
- D. Partial day absences: An employee's partial day absence(s) exceeding two hours will be charged to the employee's accumulated time off, (annual leave, retained sick leave, or management leave), or taken as leave without pay. Absences of less than two hours will not be charged to accumulated time off or charged as leave without pay. Employees with approved intermittent Family Medical Leave, California Family Rights Act or other protected leave, the employee must record each hour not worked.
- E. Employees are expected to complete their assigned duties regardless of their use of partial day absences. Flexibility of employee's work hours may or may not be granted based on operational needs, including the need for supervisors to be available

Section 5.14 Paid Parental Leave

- A. Each employee shall be granted a paid parental leave of absence not to exceed forty (40) hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the

employee's sick leave, vacation leave, annual leave, or accrued compensatory time.

B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.

C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statues.

D. Individuals subject to their initial probation period with the City of Ontario shall be required to complete a full duty on-the job probationary period as outlined in Section 2.01.

Article VI. BENEFITS

Section 6.01 Health Insurance Contribution

The City will contribute up to a maximum of \$204.67 per month toward health insurance premiums for active Confidential and /-Specialized Confidential employees and retirees. The City will contribute up to a maximum of \$300.00 per month toward health insurance premiums for active Confidential / Specialized Confidential Confidential Management employees and retirees. This amount These amounts isare inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan.

Section 6.02 City Contributions to Cafeteria Plan Benefits

- A. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental and vision benefits.
- B. Employees must enroll in a City offered medical insurance plan unless the employee satisfies conditions of the eligible opt out arrangement below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.
- C. City Contribution: For Eligible Employees who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A) shall be as follows:

<u>Coverage Level</u>	<u>Confidential / Specialized Confidential</u>	<u>Confidential Management</u>
<u>Single Coverage</u>	<u>\$765</u>	<u>\$765</u>
<u>Two Party Coverage</u>	<u>\$1,050</u>	<u>\$1,090</u>
<u>Family Coverage</u>	<u>\$1,335</u>	<u>\$1,380</u>

Single Coverage ————— \$765
 Two Party Coverage ————— \$1,050
 Family Coverage ————— \$1,335

~~For E~~Beginning January 1, 2018, for Eligible active employees who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be based on the level of coverage selected by the employee, and equal to the corresponding Kaiser premium for the region in which the employee is enrolled and as reflected on the CalPERS monthly billing statement. Employees hired on or before December 31, 2017, selecting single party coverage shall receive a contribution of no less than \$765 per month, or the applicable Kaiser premium for single party coverage, whichever is greater. Employees hired on or after January 1, 2018, selecting single party coverage shall receive a monthly contribution up to the Kaiser premium for single party coverage for the region in which the employee is enrolled.

For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash. ~~Effective, January 1, 2018, e~~Only those Eligible Employees hired on or before December 31, 2017 enrolled in single level coverage may take the remainder of the City's contribution in cash as taxable compensation. If the Kaiser Plan single coverage exceeds \$765, those employees selecting single coverage level, regardless of hire date, will no longer receive cash back from excess contributions.

~~G.D.~~ **Cash-in-Lieu Option:** An Eligible Employee will be eligible to receive cash-in-lieu of ~~\$573-485~~ per month if hired prior to 9/1/2004 or \$420 per month if hired on or after 9/1/2004 instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied:

1. The employee signs a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt-Out Period.
 - a. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.
 - b. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
 - c. Opt-Out Period means the plan year to which the opt-out arrangement applies.
2. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.
3. The cash in lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section 6.02(C) are not otherwise satisfied.

~~D.E.~~ **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution up to the DPO basic plan premium for employee and dependents (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City dental plan will not receive employer contribution for dental

premiums.

E.F. Vision Insurance: Employees who enroll in the City's vision plan shall receive an employer contribution up to the basic vision plan premium for employee and dependent coverage (in addition to the City Contribution described in this Section 6.02). Employees who do not enroll in the City vision plan will not receive employer contribution for vision premiums.

F.G. Eligible Employee Requirements

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.02(A), unless the employee is receiving disability benefits. Paid status includes hours paid for: regular work time, compensatory time off, vacation, annual leave, management leave, bereavement leave, sick leave, retained sick leave, jury duty leave, personal leave, paid military leave, administrative leave and paid holidays
 - a. The City will continue its contributions toward employee cafeteria plan and health insurance contributions for a leave of absence due to the ~~employee's~~ own illness or injury not to exceed a total 26 consecutive pay periods.
 - b. If the leave of absence is not consecutive, the continuation of the contributions toward cafeteria plan benefits shall not exceed 26 pay periods total in an 18-month period.
 - c. The employee is responsible for payment of any benefit cost above the applicable health allotment (City contribution) and any voluntary supplemental benefit plans during their leave period. If the employee fails to make timely payments, their benefits will be discontinued.
2. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers' compensation payments.

G.H. Disability

The City assumes the full premium cost for the employee in the City-designated short and long-term disability programs.

H.I. Life and Accidental Death & Dismemberment Insurance

Employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage in the following amounts: ~~of \$36,000 for basic life and \$39,000 for AD&D for Confidential employees. Effective January 1, 2018, the level of coverage for each Confidential employee will increase to \$50,000 for basic life insurance and \$50,000 for accidental death and dismemberment insurance (AD&D). The City will pay the premiums for insurance coverage in the amounts of \$46,000 for basic life and \$49,000 for AD&D for Specialized Confidential employees. Effective January 1, 2018, the level of coverage for each Specialized Confidential employee will increase to \$51,000 for basic life insurance and \$54,000 for accidental death and dismemberment insurance (AD&D).~~

	<u>Basic Life Insurance</u>	<u>Accidental Death and Dismemberment (AD&D)</u>
<u>Confidential</u>	<u>\$50,000</u>	<u>\$50,000</u>
<u>Specialized Confidential</u>	<u>\$51,000</u>	<u>\$54,000</u>
<u>Confidential Management</u>	<u>\$51,000</u>	<u>\$54,000</u>

Section 6.03 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental, vision, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

Section 6.04 Retirement

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic CalPERS members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All classic CalPERS members shall pay the employee's contribution of eight (8%) percent as a pre-tax deduction to CalPERS.

B. New Member

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. ~~As of July 2017, the~~ required employee contribution for new members is 6.25%. This amount will be adjusted periodically by CalPERS.

C. Optional Benefits for Classic and New Members

The City's contract with the Public Employees' Retirement System includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit
2. Section 20965 – Sick Leave Credit
3. Section 21024 – Military Service Credit
4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability
5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

~~Section 6.05~~

~~Section 6.06~~

~~Section 6.07~~ Section 6.05 **Deferred Compensation**

- A. The City has established a Section 401(a) money purchase plan for employer deferred compensation contributions. The City will contribute \$200 per month for Confidential Management employees. The City will contribute \$125 per month for Specialized Confidential employees. The City will contribute \$75 per month for Confidential employees. The contribution will be paid in equal bi-weekly installments during the first and second pay periods of the month.
- B. Employees are eligible to voluntarily participate in a 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may contribute to the plan in accordance with plan provisions and subject to plan maximums.

~~Section 6.08~~ Section 6.06 **Employee Assistance Program**

The City shall continue to maintain an employee assistance program for all employees. Confidentiality regarding employee use of this program will be maintained in full compliance with State and Federal Regulations.

~~Section 6.09~~ Section 6.07 **Training**

A. **Certifications / Licensing**

When the City determines that a reclassification of a position requires the incumbent to obtain a specialized license or certificate, or if such a requirement is established for the position by a Federal or State agency during an employee's employment in the position, the City agrees to assume the cost for such certification or license. The City may pay directly or reimburse the employee if the employee presents proof of payment.

B. **Employee Training**

Any training or educational class approved by the employee's Agency/Department Head, that provides both the employee and the City with value, shall be considered as time worked. Value is defined as course material that is directly related to the employee's job if it aids the employee in handling the employee's present job better. This would include any class scheduled on an employee's regular day off.

~~Section 6.10~~ Section 6.08 **Tuition Reimbursement**

- A. To encourage all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic courses that are determined to be job-related and subject to the following conditions:
 1. Full-time, non-probationary employees are eligible.
 2. The determination that the course is job related shall be made by the employee's Department Head.
 3. The course shall provide college-level credit from an accredited educational institution.
 4. The employee is not eligible for assistance from any other source.
 5. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
 6. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
 7. Classes shall not interfere with the employee's normal work hours.
 8. Certification of completion of the course with a passing grade must be obtained and submitted within 60 calendar days after completion of the course.
 9. The maximum reimbursement amount paid to an eligible employee shall not exceed \$1,000 per calendar year.
- B. Tuition reimbursement requests shall be submitted to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall forward the request to the [Human Resources Department](#) ~~Human Resources / Risk Management Department~~ for processing. The ~~Human Resources Department~~ [Human Resources / Risk Management Department](#) shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the ~~Human Resources Department~~ [Human Resources / Risk Management Department](#). Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Article VII. DISCIPLINARY PROCEDURE

Section 7.01 Provisions

- A. An employee may be disciplined for policies, misconduct, or any other just cause. Discipline is defined as demotion, discharge, reduction-in-pay, and suspension of employees with regular status. Letters of reprimand, counseling memos, performance improvement plans, development plans, evaluations and other related actions are not considered discipline for the purposes of this article.
- B. The disciplinary procedure provides that the employee shall receive advance notice of the proposed disciplinary action at least five working days before the action is to be implemented. The notification time frame shall begin the day after the notice of the

proposed disciplinary action is served. The notice shall include:

1. The specific grounds and particular facts upon which the proposed action is based; and
2. Any materials, reports, or documents upon which the action is based.

Section 7.02 Response

- A. The employee shall have the right to respond to the proposed disciplinary action, orally or in writing, and shall have such responses considered by a reviewer of the proposed action. Such review/meeting shall be conducted by the Agency Head for the employee's department prior to the imposition of the disciplinary action. If the Agency Head is proposing the disciplinary action, an alternate City Agency Head shall conduct the review/meeting.
- B. Following the review of the proposed action, the [Executive Director Human Resources /Risk Management Human Resources Director](#) or designee shall serve on the employee, by personal email (if available), certified mail or personal delivery, a statement informing the employee of the results of the review. This statement shall inform the employee of the grounds for the decision and the acts or omissions, which support the grounds. This statement shall also include the employee's appeal rights.
- C. The employee shall have 14 calendar days to file an appeal with the [Executive Director Human Resources /Risk Management Human Resources Director](#) or designee.

Section 7.03 Appeal Hearings

- A. Within 14 calendar days after a serious disciplinary action is imposed, the employee shall have the right to appeal the disciplinary action. An independent Hearing Officer shall hear the appeal. Such appeal shall be conducted as an evidentiary hearing.
- B. The Hearing Officer shall be selected from a list of names provided by the American Arbitration Association or the California State Mediation and Conciliation Service. The City and the appellant shall alternately delete names; the remaining name shall be selected as the Hearing Officer. As an alternative, the City and the appellant may mutually agree on the selection of a Hearing Officer. The Hearing Officer shall be selected within 15 calendar days after receiving the list of potential Hearing Officers.
- C. The City and the appellant shall present written summaries of the issues to be considered, witnesses to be called, and any other materials to be considered by the Hearing Officer prior to the Hearing. The City or the appellant may request that the Hearing be recorded. The Hearing Officer shall notify the City and the appellant of the date, time, location and estimated length of the Hearing, at least 10 calendar days prior to the Hearing date. The Hearing Officer may require the submission of written closing statements at the close of the Hearing and prior to the issuance of a decision. The time periods in this Section may be extended by mutual agreement of the City and the appellant.
- D. After the hearing is completed, the Hearing Officer shall issue findings and a decision to overturn, modify, or uphold the disciplinary action. The Hearing Officer's decision shall be issued within 30 days after the completion of the Hearing and the submission of closing statements, if required. The City or the appellant may request that the Hearing Officer's decision be submitted to the City Council for review. Such a request must be

made in writing to the [Executive Director Human Resources /Risk Management Human Resources Director](#) within 30 calendar days after receipt of the decision. If submitted to the City Council for review, the City Council may overturn, modify or uphold the Hearing Officer's decision. The City Council's decision shall be final.

- E. The cost of the Hearing Officer's services shall be shared equally between the City and the appellant. Recording costs shall be borne by the requesting party or shared equally, if both parties request recording of the Hearing. The City and the appellant shall each be responsible for their own representation costs, witness expenses, or any other costs associated with the Hearing.
- F. If the appellant fails to attend a scheduled Hearing or fails to submit their portion of the costs of the Hearing, prior to the Hearing, the appeal shall be considered abandoned. If the appeal is abandoned, there shall be no further administrative review or City Council review.

Section 7.04 General Provisions

- A. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.
- B. The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if the employee's conduct imperils the safety or welfare of the public, other employees, or said employee (e.g., drunkenness, violence, gross insubordination).
- C. An employee shall have right of representation when the employee reasonably anticipates that a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered.

Section 7.05 Written Rebuttals

Letters of reprimand, counseling memos, performance improvement plans, development plans, evaluations and other related actions are not considered to the notification and appeal procedures in this article. Similarly, probationary discharge, probationary demotions, or other actions taken while an employee is on probation are not subject to the notification and appeal procedures in this article. However, an employee may prepare a written response to be placed in the employee's personnel file along with the document. Such written rebuttal must be made within 30 days of the receipt of the document.

Article VIII. COMPLAINT/GRIEVANCE PROCEDURE

Section 8.01 Definitions

A. Complaint

A concern of an employee, which arises from the application of a term of this document, existing City Rule(s), Regulation(s) or Policy (Policies) regarding working conditions.

B. Grievance

A written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this document, existing City Rule, Regulation, or Policy regarding working conditions.

C. Grievant

A regular or probationary employee, who alleges in a grievance that the employee has been directly wronged by a violation of a specific term(s) of this profile, existing City Rule, Regulation, or Policy regarding working conditions.

D. Immediate Supervisor

The appropriate supervisory or management person to whom the employee directly reports.

E. Representative

An employee or other person representing the grievant who at the grievant's request may be present at Levels I through IV.

F. Respond and File

Personal delivery, work or personal email, or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it will be by certified, return receipt requested mail, and the certified receipt date will establish the date of response or filing. If work or personal email is used, the calendar date of the email sent will establish the date of response or filing. If personal delivery is used, the calendar date of delivery will establish the date of response or filing.

Section 8.02 Level I - Informal Review

- A. An employee will have the right to present a complaint and to have the complaint considered with the immediate supervisor no later than 15 working days after the event giving rise to the complaint, or no later than 15 working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. Whenever possible, the employee and the employee's immediate supervisor will attempt to resolve the complaint informally.
- C. The immediate supervisor will provide an answer to the employee no later than 14 working days after the employee presents the grievance. Such response will be provided orally.
- D. A resolution of the complaint at the informal level will not be precedent setting.

Section 8.03 Level II – Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with the Department Head no later than 10 working days after the response of the immediate supervisor at Level I. The grievant will state the following clearly and concisely on a grievance form provided by the City (Appendix B):
 - 1. the specific term(s) of the document, City Rule, Regulation, or written policy regarding working conditions, which have been violated;
 - 2. the action grieved, including names, dates, places, and times and how it violated a

specific term(s) of this document, City Rule, Regulation, or policy regarding working conditions;

3. the remedy sought;
 4. the name and classification of the grievant and the employee's signature;
 5. the name of the representative, if any; and
 6. the date of submission.
- B. The Department Head will hold a meeting with the grievant and employee's representative, if any, at a mutually acceptable time and location no later than 10 working days after the receipt of the grievance. The Department Head will respond in writing to the grievant within 10 working days after the Level II meeting. The response will be accompanied by the original grievance and accompanying documentation.

Section 8.04

Section 8.05 Section 8.04 Level III

- A. In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the Agency Head no later than 10 working days after the Level II response. The grievant will include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head may hold a meeting with the grievant and employee's representative, if any, at a mutually acceptable time and location. The Agency Head will respond to the grievant no later than 10 working days after the receipt of the Level III grievance.
- B. The grievant will present at Level III all issues and written evidence known or which could have been reasonably known. No additional issues may be presented by the grievant after Level III.
- C. Amendments and/or modifications to the grievance will not be made by the grievant after the Level III filing date, except by mutual agreement. This provision does not preclude either party from presenting new evidence should either party discover it at a later date. Each party will make an effort to share evidence with each other upon discovery.

Section 8.06 Section 8.05 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than 10 working days after the receipt of the Level III response.
- B. The City Manager or the City Manager's designee (acting with the full authority of the City Manager) may meet with the grievant at a mutually acceptable time and location within 10 working days of receipt of the written grievance. The City Manager or the City Manager's designee shall respond to the grievant no later than 10 working days after the meeting or 20 working days after receipt of the grievance at Level IV. The response will be accompanied by the original grievance and accompanying documentation.
- C. If the grievance has not been settled at Level IV, then within 10 working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, the grievant may request arbitration by giving notice to that effect, by certified

mail, return receipt requested, directed to the [Executive Director Human Resources /Risk Management](#)~~Human Resources Director~~.

~~Section 8.07~~Section 8.06 **Level V – Arbitration**

- A. The arbitration procedure will be conducted in accordance with the rules of the American Arbitration Association or other procedures agreed upon by the parties.
- B. The arbitrator will be selected using an alternate striking procedure [by mutual agreement of both parties] and a list of arbitrators submitted by the American Arbitration Association or any other mutually acceptable source, or the arbitrator may be selected by mutual agreement.
- C. The cost of any arbitration proceeding will be divided equally between the City and the grievant.
- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, will result in the forfeiture of the case and responsibility for payment of all costs of arbitration. "Good Cause" will be defined as a circumstance(s) beyond control of the party failing to appear. Any cancellation or postponement fee will be borne by the responsible party.
- E. A final decision of award of the arbitrator will be made within 30 calendar days after the close of the hearing. Such decision or award will be subject to the review and approval of the City Council.
- F. The cost of the arbitration services shall be shared equally by the parties. Any expenses for witnesses, however, shall be borne by the party who calls them.
- G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this document, City Rule, Regulation, or policy regarding working conditions.
- H. If an arbitrability question exists, the arbitrator will determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

~~Section 8.08~~Section 8.07 **General Provisions**

- A. Failure of the grievant to comply with the time limitations of this Article will render the grievance untimely and the grievance will not continue be processed at any Level. Failure by the City representative to timely respond under this Article will permit the grievance to be filed at the next level.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. No punitive action or retaliation will be assessed against an employee for utilizing the grievance procedure.
- D. Employees will be granted release time not to exceed one hour for the purpose of discussing a potential grievance with their representative or preparing for a grievance which has been filed at Level II. Such release time for pre-grievance consultation or grievance preparation is applicable per grievance and its scheduling will not interfere

with departmental operations.

- E. The parties may consolidate at any level grievances on similar issues.
- F. Grievance records will be filed separately from an employee's personnel file and will be considered confidential.
- G. A grievant may withdraw a grievance at any time. The grievant will not file any subsequent grievance on the same alleged incident.
- H. A decision by the grievant to submit a grievance to arbitration will automatically be a waiver of all other remedies except as provided otherwise by statute.
- I. No individual City Council member may be approached concerning the grievance at any time the grievance is being processed.
- J. Organizational channels will be utilized at all times and participation in the grievance and the discussion of information related thereto will be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- K. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
 - 1. Each employee in the "group" grievance is individually named.
 - 2. The grievable matter is exactly the same for each employee cited in the grievance.
 - 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the Group filing the grievance.
- L. The review of a proposed disciplinary action shall not be subject to these grievance procedures.

~~Section 8.09~~ Section 8.08 Authority of Third Party

Each issue decided by arbitration will stand on its own merits and will not be used as a precedent in deciding any future issue.

Article IX. GENERAL PROVISIONS

Section 9.01 Personnel Files

- A. The official personnel files shall be located in and/or maintained by the [Human Resources Department](#)~~Human Resources~~ / [Risk Management Department](#). The official personnel file shall consist of a physical file as well as a digital file within the City's Human Resources Information System. Personnel actions (i.e. discipline, promotions) will be based on documentation within such file.
- B. Employees have the right to have access to and copies of any document in the physical version of their official personnel file. Employees may be charged for cost of excessive duplication of any materials in the personnel file for which they request copies.

- C. The City shall provide employees with secured online access to the digital version of their personnel file, which includes the ability to view and print records within the file. The ability to access the digital version of the personnel file is subject to internet availability and may be restricted by the software provider during reasonable periods for maintenance and/or required updates.
- D. An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing or personal interview to any information contained in the employee's personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

Section 9.02 Overpayments, Recovery and Underpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner at the employee's discretion.

Either Human Resources / [Risk Management](#), or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount, or alternative repayment method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director of Finance or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 9.03 Direct Deposit and Electronic Pay Advice

- A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one month.
- B. In an extraordinary circumstances/events that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to the Human Resources / [Risk Management Department](#) to be considered for an exception. Human Resources / [Risk Management](#) shall review the request for the Direct

Deposit Special Exemption and may request supporting documentation; and the employee will be notified of the determination.

- C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of Human Resources / [Risk Management DepartmentAgency](#).
- D. The electronic pay advice will be available for employees to view, save and print in the City's [Human Resources Information System](#) on the employee's pay day.

Section 9.04 Severability

If any article or section of this Profile shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this Profile, and all other provisions hereof shall continue in full force and effect.

Section 9.05 Peaceful Performance of City Services

- A. ~~Confidential~~ Employees shall not cause, condone, or participate in any strike, walk out, work stoppage, job action, slow down, speed up, sick out, refusal, or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of any labor organizations to engage in any or all of the preceding activities.
- B. In addition to any other lawful remedies for the disciplinary action available to the City, the City may invoke any and all remedies available to it under its Employer-Employee Relations Section of the Personnel Rules and Regulations.

Article X. FINAL SIGNATURE

All terms and conditions set forth in this Profile are hereby effective the 1st day of July 20243.

Scott Ochoa
City Manager

Date

APPENDIX A

July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Accountant	1	\$36.23	\$6,279.87	\$39.68	\$6,877.87
	2	\$38.05	\$6,595.33	\$41.67	\$7,222.80
	3	\$39.96	\$6,926.40	\$43.76	\$7,585.07
	4	\$41.97	\$7,274.80	\$45.96	\$7,966.40
	5	\$44.03	\$7,631.87	\$48.22	\$8,358.13
Accounting Technician	1	\$30.38	\$5,265.87	\$33.27	\$5,766.80
	2	\$31.89	\$5,527.60	\$34.92	\$6,052.80
	3	\$33.48	\$5,803.20	\$36.67	\$6,356.13
	4	\$35.15	\$6,092.67	\$38.49	\$6,671.60
	5	\$36.92	\$6,399.47	\$40.43	\$7,007.87
Accounts Payable Technician	1	\$30.38	\$5,265.87	\$33.27	\$5,766.80
	2	\$31.89	\$5,527.60	\$34.92	\$6,052.80
	3	\$33.48	\$5,803.20	\$36.67	\$6,356.13
	4	\$35.15	\$6,092.67	\$38.49	\$6,671.60
	5	\$36.92	\$6,399.47	\$40.43	\$7,007.87
Administrative Assistant	1	\$28.89	\$5,007.60	\$31.64	\$5,484.27
	2	\$30.35	\$5,260.67	\$33.24	\$5,761.60
	3	\$31.84	\$5,518.93	\$34.87	\$6,044.13
	4	\$33.44	\$5,796.27	\$36.62	\$6,347.47
	5	\$35.11	\$6,085.73	\$38.45	\$6,664.67
Administrative Assistant to the City Council	1	\$40.76	\$7,065.07	\$44.64	\$7,737.60
	2	\$42.81	\$7,420.40	\$46.88	\$8,125.87
	3	\$44.93	\$7,787.87	\$49.20	\$8,528.00
	4	\$47.18	\$8,177.87	\$51.67	\$8,956.13
	5	\$49.51	\$8,581.73	\$54.22	\$9,398.13
Administrative Specialist - Confidential	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
Broadband Analyst	1	\$41.33	\$7,163.87	\$45.26	\$7,845.07
	2	\$42.84	\$7,425.60	\$46.91	\$8,131.07
	3	\$45.58	\$7,900.53	\$49.92	\$8,652.80
	4	\$47.85	\$8,294.00	\$52.40	\$9,082.67
	5	\$50.23	\$8,706.53	\$55.01	\$9,535.07
Community Information Specialist	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
Database Administrator	1	\$55.95	\$9,698.00	\$61.27	\$10,620.13
	2	\$58.76	\$10,185.07	\$64.35	\$11,154.00
	3	\$61.70	\$10,694.67	\$67.57	\$11,712.13
	4	\$64.77	\$11,226.80	\$70.93	\$12,294.53
	5	\$68.00	\$11,786.67	\$74.46	\$12,906.40
Economic Development Analyst	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
Economic Development Specialist	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20

APPENDIX A

July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

Approximate Salaries*

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Financial Analyst	1	\$47.79	\$8,283.60	\$52.34	\$9,072.27
	2	\$50.18	\$8,697.87	\$54.95	\$9,524.67
	3	\$52.69	\$9,132.93	\$57.70	\$10,001.33
	4	\$55.34	\$9,592.27	\$60.60	\$10,504.00
	5	\$58.06	\$10,063.73	\$63.58	\$11,020.53
Human Resources Coordinator	1	\$36.99	\$6,411.60	\$40.51	\$7,021.73
	2	\$38.84	\$6,732.27	\$42.53	\$7,371.87
	3	\$40.77	\$7,066.80	\$44.65	\$7,739.33
	4	\$42.82	\$7,422.13	\$46.89	\$8,127.60
	5	\$44.95	\$7,791.33	\$49.23	\$8,533.20
Human Resources Specialist	1	\$31.28	\$5,421.87	\$34.26	\$5,938.40
	2	\$32.83	\$5,690.53	\$35.95	\$6,231.33
	3	\$34.49	\$5,978.27	\$37.77	\$6,546.80
	4	\$36.21	\$6,276.40	\$39.65	\$6,872.67
	5	\$38.02	\$6,590.13	\$41.64	\$7,217.60
Human Resources Technician	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33
IT Specialist	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20
IT Technician	1	\$31.76	\$5,505.07	\$34.78	\$6,028.53
	2	\$33.35	\$5,780.67	\$36.52	\$6,330.13
	3	\$35.00	\$6,066.67	\$38.33	\$6,643.87
	4	\$36.75	\$6,370.00	\$40.25	\$6,976.67
	5	\$38.59	\$6,688.93	\$42.26	\$7,325.07
Management Analyst - Confidential	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
Office Assistant - Confidential	1	\$19.79	\$3,430.27	\$21.68	\$3,757.87
	2	\$20.78	\$3,601.87	\$22.76	\$3,945.07
	3	\$21.82	\$3,782.13	\$23.90	\$4,142.67
	4	\$22.90	\$3,969.33	\$25.08	\$4,347.20
	5	\$24.05	\$4,168.67	\$26.34	\$4,565.60
Office Specialist - Confidential	1	\$23.90	\$4,142.67	\$26.18	\$4,537.87
	2	\$25.11	\$4,352.40	\$27.50	\$4,766.67
	3	\$26.36	\$4,569.07	\$28.87	\$5,004.13
	4	\$27.66	\$4,794.40	\$30.29	\$5,250.27
	5	\$29.04	\$5,033.60	\$31.80	\$5,512.00
Payroll Coordinator	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.88	\$7,085.87	\$44.77	\$7,760.13
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.31	\$8,200.40	\$51.81	\$8,980.40
Payroll Technician	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33

APPENDIX A

July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Personnel and Training Coordinator	1	\$33.54	\$5,813.60	\$36.73	\$6,366.53
	2	\$35.21	\$6,103.07	\$38.56	\$6,683.73
	3	\$36.97	\$6,408.13	\$40.49	\$7,018.27
	4	\$38.82	\$6,728.80	\$42.51	\$7,368.40
	5	\$40.77	\$7,066.80	\$44.65	\$7,739.33
Records Coordinator	1	\$33.41	\$5,791.07	\$36.59	\$6,342.27
	2	\$35.09	\$6,082.27	\$38.43	\$6,661.20
	3	\$36.84	\$6,385.60	\$40.34	\$6,992.27
	4	\$38.68	\$6,704.53	\$42.36	\$7,342.40
	5	\$40.61	\$7,039.07	\$44.47	\$7,708.13
Records Specialist	1	\$25.79	\$4,470.27	\$28.25	\$4,896.67
	2	\$27.08	\$4,693.87	\$29.66	\$5,141.07
	3	\$28.42	\$4,926.13	\$31.12	\$5,394.13
	4	\$29.83	\$5,170.53	\$32.67	\$5,662.80
	5	\$31.33	\$5,430.53	\$34.31	\$5,947.07
Senior Accountant	1	\$42.07	\$7,292.13	\$46.07	\$7,985.47
	2	\$44.18	\$7,657.87	\$48.38	\$8,385.87
	3	\$46.39	\$8,040.93	\$50.80	\$8,805.33
	4	\$48.70	\$8,441.33	\$53.33	\$9,243.87
	5	\$51.13	\$8,862.53	\$55.99	\$9,704.93
Senior Accounts Payable Technician	1	\$32.04	\$5,553.60	\$35.09	\$6,082.27
	2	\$33.64	\$5,830.93	\$36.84	\$6,385.60
	3	\$35.46	\$6,146.40	\$38.83	\$6,730.53
	4	\$37.10	\$6,430.67	\$40.63	\$7,042.53
	5	\$38.94	\$6,749.60	\$42.64	\$7,390.93
Senior Administrative Assistant	1	\$31.77	\$5,506.80	\$34.79	\$6,030.27
	2	\$33.36	\$5,782.40	\$36.53	\$6,331.87
	3	\$35.01	\$6,068.40	\$38.34	\$6,645.60
	4	\$36.76	\$6,371.73	\$40.26	\$6,978.40
	5	\$38.60	\$6,690.67	\$42.27	\$7,326.80
Senior Information Technology Specialist	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.89	\$7,087.60	\$44.78	\$7,761.87
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.32	\$8,202.13	\$51.82	\$8,982.13
Senior Performance and Optimization Analyst	1	\$52.28	\$9,061.87	\$57.25	\$9,923.33
	2	\$54.92	\$9,519.47	\$60.14	\$10,424.27
	3	\$57.63	\$9,989.20	\$63.11	\$10,939.07
	4	\$60.53	\$10,491.87	\$66.29	\$11,490.27
	5	\$63.55	\$11,015.33	\$69.59	\$12,062.27
Senior Records Specialist	1	\$30.40	\$5,269.33	\$33.29	\$5,770.27
	2	\$31.91	\$5,531.07	\$34.95	\$6,058.00
	3	\$33.50	\$5,806.67	\$36.69	\$6,359.60
	4	\$35.17	\$6,096.13	\$38.52	\$6,676.80
	5	\$36.93	\$6,401.20	\$40.44	\$7,009.60
Senior Systems Analyst	1	\$52.29	\$9,063.60	\$57.26	\$9,925.07
	2	\$54.93	\$9,521.20	\$60.15	\$10,426.00
	3	\$57.67	\$9,996.13	\$63.15	\$10,946.00
	4	\$60.54	\$10,493.60	\$66.30	\$11,492.00
	5	\$63.56	\$11,017.07	\$69.60	\$12,064.00
Systems Analyst	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.89	\$7,087.60	\$44.78	\$7,761.87
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.32	\$8,202.13	\$51.82	\$8,982.13

APPENDIX A

July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries**

Classification	Step	July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Systems Specialist	1	\$35.29	\$6,116.93	\$38.65	\$6,699.33
	2	\$37.06	\$6,423.73	\$40.59	\$7,035.60
	3	\$38.90	\$6,742.67	\$42.60	\$7,384.00
	4	\$40.85	\$7,080.67	\$44.74	\$7,754.93
	5	\$42.90	\$7,436.00	\$46.98	\$8,143.20

Specialized Confidential

Executive Assistant to the City Manager	1	\$60.45	\$10,478.00	\$66.20	\$11,474.67
	2	\$63.47	\$11,001.47	\$69.50	\$12,046.67
	3	\$66.64	\$11,550.93	\$72.98	\$12,649.87
	4	\$69.96	\$12,126.40	\$76.61	\$13,279.07
	5	\$73.45	\$12,731.33	\$80.43	\$13,941.20
Human Resources Analyst	1	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	2	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	3	\$46.40	\$8,042.67	\$50.81	\$8,807.07
	4	\$48.70	\$8,441.33	\$53.33	\$9,243.87
	5	\$51.13	\$8,862.53	\$55.99	\$9,704.93
Internal Auditor	1	\$42.39	\$7,347.60	\$46.42	\$8,046.13
	2	\$44.52	\$7,716.80	\$48.75	\$8,450.00
	3	\$46.72	\$8,098.13	\$51.16	\$8,867.73
	4	\$49.06	\$8,503.73	\$53.73	\$9,313.20
	5	\$51.51	\$8,928.40	\$56.41	\$9,777.73
Investment Officer	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53
Legislative Analyst	1	\$38.17	\$6,616.13	\$41.80	\$7,245.33
	2	\$40.08	\$6,947.20	\$43.89	\$7,607.60
	3	\$42.09	\$7,295.60	\$46.09	\$7,988.93
	4	\$44.19	\$7,659.60	\$48.39	\$8,387.60
	5	\$46.40	\$8,042.67	\$50.81	\$8,807.07
Senior Community Information Specialist	1	\$38.94	\$6,749.60	\$42.64	\$7,390.93
	2	\$40.88	\$7,085.87	\$44.77	\$7,760.13
	3	\$42.93	\$7,441.20	\$47.01	\$8,148.40
	4	\$45.08	\$7,813.87	\$49.37	\$8,557.47
	5	\$47.31	\$8,200.40	\$51.81	\$8,980.40

Confidential Management

Administrative Officer - Confidential	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Payroll Manager	1	\$47.32	\$8,202.13	\$51.82	\$8,982.13
	2	\$49.69	\$8,612.93	\$54.42	\$9,432.80
	3	\$52.17	\$9,042.80	\$57.13	\$9,902.53
	4	\$54.78	\$9,495.20	\$59.99	\$10,398.27
	5	\$57.49	\$9,964.93	\$62.96	\$10,913.07
Principal Human Resources Agency Partner	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00

APPENDIX A

July 1, 2023 - Confidential, Specialized Confidential, Confidential Management

*Approximate Salaries**

		July 3, 2023		July 14, 2024	
		Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate
Principal Risk Management / Benefits Agency Partner	1	\$57.46	\$9,959.73	\$62.92	\$10,906.13
	2	\$60.35	\$10,460.67	\$66.09	\$11,455.60
	3	\$63.36	\$10,982.40	\$69.38	\$12,025.87
	4	\$66.54	\$11,533.60	\$72.87	\$12,630.80
	5	\$69.86	\$12,109.07	\$76.50	\$13,260.00
Senior Financial Analyst - Confidential	1	\$52.95	\$9,178.00	\$57.99	\$10,051.60
	2	\$55.59	\$9,635.60	\$60.88	\$10,552.53
	3	\$58.38	\$10,119.20	\$63.93	\$11,081.20
	4	\$61.29	\$10,623.60	\$67.12	\$11,634.13
	5	\$64.36	\$11,155.73	\$70.48	\$12,216.53

Compensation and Benefits Profile

For

City of Ontario

Department
Head

July 1, ~~2021~~2023



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Article I. ADMINISTRATION

Section 1.01 — Covered Employee Classifications

This profile covers employees in the following Department Head classifications.

Classification Listing

~~Assistant City Clerk/Records Management Director~~	~~Assistant Finance Director~~
~~Assistant General Manager—Administration and Customer Service~~	~~Assistant General Manager—Integrated Waste~~
~~Assistant General Manager—Utilities Engineering and Operations~~	~~Assistant Human Resources/Risk Management Director~~
~~Broadband General Manager~~	~~Building Official~~
~~Chief Investment Officer~~	~~City Engineer~~
~~Communications and Community Relations Director~~	~~Community Improvement Director~~
~~Departmental Administrator~~	~~Deputy Police Chief~~
~~Economic Development Director~~	~~Emergency Medical Services Director~~
~~Fire Administrative Director~~	~~Housing Director~~
~~Innovation Performance and Audit (IPA) Director~~	~~IT Applications Director~~
~~IT Operations Director~~	~~IT Systems Director~~
~~Library Director~~	~~Municipal Services Director~~
~~Museum, Arts and Culture Director~~	~~Parks and Maintenance Director~~
~~Planning Director~~	~~Police Administrative Director~~
~~Recreation/Community Services Director~~	~~Utilities Administrative Services & Integrated Waste Director~~
~~Utilities Customer Services Director~~	~~Water Resources and Regulatory Affairs Director~~

~~Assistant City Clerk / Records Management Director~~	~~Assistant Finance Director~~
~~Assistant General Manager - Administration and Customer Service~~	~~Assistant General Manager - Integrated Waste~~
~~Assistant General Manager - Utilities Engineering and Operations~~	~~Assistant Human Resources Risk Management Director~~
~~Broadband General Manager~~	~~Building Official~~
~~Chief Deputy~~	~~Chief Investment Officer~~
~~City Engineer~~	~~Communications and Community Relations Director~~
~~Community Development Assistant Director~~	~~Community Improvement Director~~
~~Departmental Administrator~~	~~Deputy Police Chief~~
~~Economic Development Director~~	~~Emergency Medical Services Director~~
~~Fire Administrative Director~~	~~Housing Director~~
~~Innovation Performance and Audit IPA Director~~	~~IT Applications Director~~
~~IT Operations Director~~	~~IT Systems Director~~
~~Library Director~~	~~Management Services Director~~
~~Municipal Services Director~~	~~Museum, Arts and Culture Director~~
~~Parks and Maintenance Director~~	~~Planning Director~~
~~Police Administrative Director~~	~~Real Estate and Development Assistant Director~~
~~Recreation/Community Services Director~~	~~Utilities Customer Services Director~~
~~Water Resources and Regulatory Affairs Director~~	

Section 1.01 — Terms and Conditions of Employment

- A. The Department Head Compensation and Benefits Profile is a summary of benefits and compensation practices approved by the City Council to be applied on an ongoing basis. The provisions of this document apply to all employees appointed to the Department Head classifications listed in Section 1.01.
- B. This document sets forth policies and procedures to follow in implementing and administering this Department Head Compensation and Benefit program. The various sections and provisions of the Government Code, Municipal Code, Personnel Rules and Regulations, and

“Employment Policies” in the City’s Online Policy Center in effect and applicable to the above-mentioned classifications will remain in effect unless expressly superseded by provisions within this document.

- C. The terms and conditions of employment for Department Head employees may also be addressed in individual employment contracts. Such contracts are considered to be supplemental to this document to address terms and conditions of employment that may not be addressed in this document. However, if an individual’s employment contract is in conflict with this document, then the provisions of the contract will supersede the provisions of this document.
- D. Employees in Department Head classifications are considered to serve at the will and pleasure of the City Manager. The appointment of a person to a Department Head position will be made by the City Manager with the recommendation of the appropriate Executive (hereinafter known as employee) Agency Head.
- E. Employees in listed Department Head classifications are not represented by an employee organization. The terms and conditions of employment for these Department Head employees are provided in this Profile and/or employment contracts between the City and Department Head employees.
- F. The various forms of compensation and benefits described in this comprehensive document recognize that individuals in Department Head classifications should be compensated appropriately for exhibiting accountability, cost effectiveness, application of new technologies and maximizing the utilization of human, physical and fiscal resources to enhance the mission and future of the City; and for stimulating the development of people and methods which will facilitate the meeting of program goals and objectives.
- G. The Profile may be amended on a periodic basis by the City Manager. The impacts of amendments to the Profile shall not exceed the budget authorizations provided by the City Council.

Article II. COMPENSATION

Section 2.01 Pay Plan and Benefits Review

Salary and benefit levels will be reviewed on a periodic basis. Such review will contain comparisons with other similar agencies within the appropriate job market. Such comparisons will be one of the factors utilized to recommend competitive salary and benefit levels. Salary and benefit levels for individual positions may be adjusted from time to time, within the budget appropriation levels authorized by the City Council.

Section 2.02 Compensation Adjustments

- A. Progression in the salary range for Department Head employees shall be based on the employee’s performance. The employee’s Agency Head shall be responsible for evaluating the employee’s work performance and recommending any salary increases based on the employee’s performance. Department Head employees will be evaluated annually.
- B. Effective July 1, 2023, the City adopted a compensation grade table for Department Head classifications. This table includes a subsection for Department Head – Safety (Deputy Police Chief and Chief Deputy) classifications. This compensation grade table represents the complete range of base compensation for Department Head ions as well as Department

Head – Safety classifications. Each classification is associated with a specific compensation grade as identified in Appendix A.

C. The City Manager shall assign each Department Head / Department Head - Safety classification to a compensation grade consistent with Section 2.01.

~~A. The salary ranges shall be increased for Department Head classifications (with the exception of Deputy Police Chief as follows:~~

~~B. —~~

~~1. — Effective July 4, 2021, base salary ranges shall increase by 2%.~~

~~Effective —~~

~~C.D. — July 3, 2022, base salary ranges shall increase by 2%.~~

~~The salary range for the classification of Deputy Police Chief shall be adjusted by same percentage and with the same effective date of any general salary increase provided to the Police Captain classification.~~

~~D. — The Salary Range Table (Appendix A) is established to provide the minimum and maximum salary levels.~~

~~Section 2.03 — American Rescue Plan Act Premium~~

~~The American Rescue Plan Act (ARPA) provided federal relief funds to local government agencies for certain uses. Among those uses include premium pay for employees who perform essential work during the COVID-19 pandemic.~~

~~In recognition of Ontario employees' contributions and their continued diligence in providing essential services through the COVID-19 pandemic, active employees (with a probability of continued employment) as of 1/28/2022 will receive a one-time lump-sum payment as follows:~~

~~Assigned Agency (as of 01/28/2022)~~	~~American Rescue Plan Act Payment Amount~~
~~Ontario Fire Department; Ontario Police Department~~	~~\$10,000~~
~~All other Agencies~~	~~\$7,500~~

~~The ARPA Premium Payment is not pensionable and is taxed in accordance with IRS regulations. The ARPA Premium Payment will be issued in a separate paper check on or before 2/11/2022.~~

~~Section 2.04~~Section 2.03 — Management Incentive Pay

Employees in the Deputy Police Chief classification shall receive Police Management Incentive credit at the rate of (8.08) hours per pay period, for a total of two hundred and ten hours (210) each calendar year, in recognition for their on-call availability as needed by the department. Such credit shall not be available for use as time off and shall be paid as salary compensation at the employee's regular rate of pay.

Employees in the Chief Deputy classification shall receive management incentive pay at the rate of five (5) hours per pay period, for a total of one hundred and thirty hours (130) hours per calendar year, in recognition of full-time duties performed during normal working hours that pertain to the unique nature of the job. Such hours shall not be used as time off and shall be paid as salary compensation at the employee's base rate of pay.

Article III. LEAVES – PAID AND UNPAID

It is understood that there exists a variety of different circumstances and situations, which require the employee's absence from work. The following is a compilation of leaves for Department Head employees:

Section 3.01 Holidays

A. The following paid holidays will be observed on the day specified.

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day After 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- B. Any holiday listed in provision 3.01 which falls on Sunday will be observed on the following Monday.
- C. Any holiday which falls on an employee's regular day off shall be accrued as annual leave. The employee shall receive annual leave equal to their scheduled workday, not to exceed 10 hours per holiday, as follows:
1. Employees on an 8-hour per day work schedule shall receive 8 hours of annual leave.
 2. Employees on a 4/10 work schedule shall receive 10 hours of annual leave.
 3. Employees on a 9/80 work schedule shall receive compensation in accordance with their scheduled ~~work-day~~workday, as follows:
 4. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (e.g. 9 or 8 hours).
 5. If the holiday falls on the employee's regularly scheduled or "flex" day off, the employee shall receive 9 hours of annual leave.
- D. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Year's Day. During this time, employees shall use accrued annual leave or management leave to cover this period of closure.

Section 3.02 Annual Leave

- A. The purpose of annual leave is to provide employees in the Department Head group the ability to accrue time for use in vacation, sick leave and personal leave situations. Department Head employees do not accrue separate vacation or sick leave hours. Annual leave shall not be used:
1. to extend retirement or separation date;
 2. for illness or injury arising from outside employment, for which the employee is receiving workers' compensation or disability payments from another employer.
- B. Department Head employees, exclusive of the Deputy Police Chief and Chief Deputy accumulate classifications, accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay period each year as follows:

Year of Service	Annual Leave Hours Earned Per Year
1 – 3	192
4	200
5 – 8	216
9 – 10	224
11	232

Year of Service	Annual Leave Hours Earned Per Year
12	240
13	248
14	256
15	264
16+	272

1. Annual leave shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, holiday, annual, management, bereavement, sick, personal, jury duty, military, and disciplinary leaves. It excludes amounts paid by any disability benefits, including short-term disability and workers' compensation.
2. The maximum annual leave balance shall be 800 hours. Employees shall not accrue annual leave above 800 hours.
3. Upon initial hire with the City, the City Manager may authorize a higher leave accrual rate.
4. Employees in the Deputy Police Chief classification shall accrue annual leave as provided for the Police Captain classification in the Memorandum of Understanding for the Ontario Police Management Group.
5. Employees in the Chief Deputy classification shall accrue annual leave as provided for the Deputy Fire Chief classification in the Memorandum of Understanding for the Ontario Fire Management Group.

C. Conversion of Accumulated Vacation and Sick Leave to Annual Leave

1. If an employee with accumulated vacation leave hours is promoted to a Department Head classification, all accumulated vacation leave hours shall be converted to annual leave hours.
2. If an employee with accumulated sick leave hours is promoted to a Department Head classification, the employee may, at the employee's option, convert up to 100 hours of sick leave to annual leave hours. Remaining accumulated sick leave hours will be retained only for use as leave for purposes described in Section 3.03.
3. Employees cannot convert "retained sick leave" to annual leave at any other time.
4. Upon promotion into the Department Head group, if the combination of converted sick and vacation leave hours results in an annual leave balance of more than 750

hours, any leave hours over 750 hours will be converted to compensation at the rate prior to promotion.

D. Conversion of Annual Leave to Compensation

1. Employees may convert a minimum of 8 hours and a maximum of 200 hours of annual leave hours to salary compensation twice each calendar year. The total number of hours converted per calendar year shall not exceed 200. Employees may not convert accumulated annual leave below a balance of 40 hours.
2. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

E. Revised Conversion of Annual Leave to Compensation Procedure

1. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:
 - a. Accrued Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.
 - b. Compensatory Time – An amount which may not exceed the projected number of compensatory time hours the individual employee may receive in the following calendar year.
2. The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form. The total combined number of annual and compensatory hours converted per calendar year shall not exceed 300 hours.
3. The payment shall be made via payroll and employees may elect to receive the cash out on the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.
4. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave and/or compensatory time conversion salary program for the following calendar year.
5. In the event an employee has less hours in their annual leave and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave and compensatory bank at the time of the actual cash-out.
6. If an employee makes an irrevocable election to cash-out annual leave and/or compensatory time in the following calendar year and uses such leave in that

subsequent calendar year, the annual and compensatory leave used will come from the annual or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused annual and/or compensatory leave accumulated from previous calendar years shall not result in a reduction in the number of annual and/or compensatory hours the employee is eligible to cash-out.

7. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseen emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

8. Any conversion of annual leave hours to cash shall not cause the employee's total amount of accrued annual leave in their annual leave bank to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

Section 3.03 Use of Retained Sick Leave

- A. Employees may utilize any retained sick leave balance for use as paid leave for:

1. Any bona fide illness or injury;
2. Quarantine due to exposure to contagious disease;
3. Any treatment or examination including, but not limited to, medical, dental or ocular;
4. Death in the immediate family;
5. Time off to resolve issues related to the employee being a victim of domestic violence, sexual assault or stalking as defined in California Labor Code Section 230.
6. Personal Leave as defined in Section 3.05
7. Conversion to PERS Service Credit pursuant to CalPERS regulations

- B. A City employee is not entitled to use retained sick leave for illness or injury arising out of employment, other than employment for the City, for monetary gain or other compensation,

or by reason of engaging in business or activity for monetary gain or other compensation.

- C. Employees are not eligible to use retained sick leave for donations to catastrophic leave programs.
- D. All determinations of retained sick leave usage will be made by the Agency Head concerned, subject to the approval of the Human Resources Director.

Section 3.04 Management Leave

Employees accrue 40 hours of management leave with the first pay period ending in January. Effective January 1, 2024, employees shall accrue 50 hours of management leave with the first pay period ending in January. Employees hired or promoted after that date shall receive a prorated amount of such leave. Such leave may only be utilized as time off during the calendar year. Any remaining hours will not carry over to the succeeding calendar year. Such leave will not convert to compensation upon separation from employment. Employees will not use management leave to extend retirement or separation date.

Section 3.05 Personal Leave

An employee may use up to three working days of retained sick leave per calendar year as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 3.06 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against any accrued annual leave or management leave. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including annual leave or management leave to cover the unpaid portion of their bereavement leave.
- B. A total of five (5) working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries or more than 250 miles from the employee's home. Such bereavement leave shall not be charged against the employee's annual leave or management leave.
- C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.
- D. Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other

relationship included in the definition of “family member” in California labor code section 245.5 (4)(c) or successor legislation.

~~Employees receive three working days of paid leave for bereavement purposes upon the death of a member of the employee’s immediate family. Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other relationship included in the definition of “family member” in California labor code section 245.5 (4)(c) or successor legislation. Employees may receive an additional two working days of paid leave if the deceased family member resided outside the state boundaries or in excess of 250 miles from the employee’s home at time of death.~~

Section 3.06Section 3.07 Compensatory Leave

Department Head employees are not eligible to accrue compensatory time. Any employee who is promoted to the Department Head Group will be required to convert any accrued balance of compensatory time to compensation at the rate of pay prior to the promotion.

Section 3.07Section 3.08 Family Medical Care Leaves

- A. Family Leave shall be granted in accordance with the California Rights Act of 1993 and the Family and Medical Leave Act of 1993, and any modified provisions and interpreted regulations for those respective statutes.
- B. Employees may utilize up to six weeks of retained sick leave for leaves of absence for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave may be in addition to any other paid or unpaid leave, which may be granted under the provisions of FMLA and CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA and CFRA. Both paid and unpaid time during an approved FMLA/CFRA leave or Pregnancy Disability Leave (PDL) of absence shall run concurrently with FMLA/CFRA leave.
- C. Employees on any type of leave are required to use all eligible leave accruals, or the number of hours for full integration if integrating with disability programs, up to 80 hours per pay period. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals include, but are not limited to, annual leave and management leave for any purpose, and retained sick leave accruals if used for qualified medical, bereavement, or personal reasons as defined in this Article.

Section 3.09 Paid Parental Leave

Each employee shall be granted a paid parental leave of absence not to exceed forty (40) hours per calendar year upon the birth or adoption of the employee’s child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department’s established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee’s sick leave, vacation leave, annual leave, or accrued compensatory time.

The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.

Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statutes.

Section 3.08Section 3.10 Catastrophic Leave

- A. The City agrees to permit employees within the Department Head Group to contribute a portion of their accrued annual leave to another employee when such employee has suffered a catastrophic injury or illness. Employees may receive donations from other employees.
- B. The City also agrees to permit employees to contribute a portion of their accrued annual leave to another employee when such an employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Retained sick leave may not be donated.
- C. All Catastrophic Leave transfers are subject to the following conditions:
 - 1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or their Department requesting donations.
 - 2. Catastrophic injury or illness as used in this provision is defined as an unforeseen or sudden unexpected illness or injury requiring immediate attention.
 - 3. The receiving employee shall be on an approved continuous leave of absence at least 40 hours due to the catastrophic injury or illness. A statement from the employee's or family member's treating physician is required.
 - 4. The employee has exhausted all accrued leave ~~time, and~~time and is therefore facing financial hardship.
 - 5. The receiving employee must participate in any City disability benefits for which the employee is eligible (e.g. short-term disability, long-term disability, or workers' compensation).
 - 6. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.
 - 7. The contributing employee must have at least 96 hours of annual leave remaining after such contribution. The leave application rate shall be based on the

contributing employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.

8. The transfers must be in whole hour increments. Donations shall be transferred in accordance with the recipient's needs. Department Head Unit employees may not donate retained sick leave.
9. Once the leave has been transferred from the donating employee to the receiving employee, the transfer is irrevocable. Transfers shall be subject to all taxes required by law.
10. Requests and transfers shall be made on a form prescribed by the Human Resources Department.

Section 3.09Section 3.11 Jury Duty

- A. In the event any full-time employee is duly summoned to any court during the employee's scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from the employee's regular duties with pay. Any fees for the performance of such service, excepting mileage or subsistence allowances, shall be remitted to the City.
- B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 pm. If the employee is called to San Bernardino, he or she must return to work if dismissed by 2:00 pm. Upon return from jury duty, the employee shall present a certificate of service to the employee's Agency Head.
- C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Article IV. BENEFITS

Section 4.01 Health Insurance Contribution

The City will contribute up to a maximum of \$300 per month toward health insurance premiums for active and retired employees. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan.

Section 4.02 Insurance

A. City Contributions to Cafeteria Plan Benefits

The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental and vision benefits.

Enrollment: An Eligible Employee must enroll in the City medical insurance plan unless the employee satisfies the conditions to be eligible for the opt-out provision below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.

City Contribution: For eligible active employees, excluding those in the Deputy Police Chief and Chief Deputy classifications, who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be tiered. Employees who enroll in the City's medical plan shall receive a Health Flex Contribution depending on the level of coverage selected by the employee as follows:

Single Coverage	\$765
Two-party Coverage	\$1,090
Family Coverage	\$1,380

~~Beginning January 1, 2018, for~~ Eligible active employees who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 4.01(A), shall be based on the level of coverage selected by the employee, and equal to the corresponding Kaiser premium for the region in which the employee is enrolled and as reflected on the CalPERS monthly billing statement. Employees hired on or before December 31, 2017, selecting single party coverage shall receive a contribution of no less than \$765 per month, or the applicable Kaiser premium for single party coverage, whichever is greater. Employees hired on or after January 1, 2018, selecting single party coverage shall receive a monthly contribution up to the Kaiser premium for single party coverage for the region in which the employee is enrolled.

For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employees is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash. ~~Effective, January 1, 2018, o~~Only those Eligible Employees hired on or before December 31, 2017 enrolled in single level coverage may take the remainder of the City's contribution in cash as taxable compensation.

For employees in the Deputy Police Chief classification, the health insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the health insurance contributions rate shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

Cash-in-Lieu Option: An Eligible Employee will be eligible to receive cash-in-lieu of instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied.

1. The employee signs a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt-Out Period.
 - a. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.
 - b. Alternative Required Coverage means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

- c. Opt-Out Period means the plan year to which the opt-out arrangement applies.
2. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.
3. The cash in lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section are not otherwise satisfied.
4. If the above conditions are satisfied:
 - a. Eligible Employees who waive coverage on or after September 1, 2004 are eligible to receive \$420 per month cash-in-lieu.
 - b. Eligible Employees who waived coverage on or before September 1, 2004 are eligible to receive \$485 per month cash-in-lieu.
5. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution up to the DPO basic plan premium for employee and dependents (in addition to the City Contribution described in Section 4.02). Employees who do not enroll in the City dental plan will not receive employer contribution for dental premiums.

For employees in the Deputy Police Chief classification, the dental insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the dental insurance contributions rate shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

6. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution up to the basic vision plan premium for employee and dependent coverage (in addition to the City Contribution described in this Section 4.02). Employees who do not enroll in the City vision plan will not receive employer contribution for dental premiums.

For employees in the Deputy Police Chief classification, the health insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the health insurance contributions rate shall not be less than the contribution provided for Deputy

Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

B. Eligible Employee Requirements

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 4.02, unless the employee is receiving disability benefits. Paid status includes hours paid for: regular work time, annual leave, management leave, bereavement leave, retained sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave and paid holidays.
2. The City Manager may authorize, at their sole discretion, continuation of benefits for employees that do not have 15 hours of pay for a limited period of time. As defined under the Family Medical Leave Act of 1993 (FMLA), the City may determine that some unit employees may fall under the criteria of a “key” employee. If not a key employee, health benefits shall be continued as required by law for leave taken pursuant to FMLA.
3. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers’ compensation payments.

C. Disability

~~Article I.—The City assumes the full premium cost for the employee in the City-designated short and long-term disability programs. The City shall pay the premium for the City's Disability Insurance Program.~~

D. Life and Accidental Death & Dismemberment Insurance

~~Except for employees in the Deputy Police Chief and Chief Deputy classifications, e~~Employees shall be covered by the City’s group term life insurance and accidental death and dismemberment (AD & D) insurance plan. The City will pay the premiums for life insurance coverage amounts of ~~\$51,000~~\$75,000 for basic life and ~~\$54,75~~\$75,000 for accidental death and dismemberment policies (AD & D). ~~Effective January 1, 2018, the level of coverage for each Department Head employee will increase to \$75,000 for basic life insurance and \$75,000 for accidental death and dismemberment insurance (AD&D).~~

For employees in the Chief Deputy classification, the City will pay a monthly life and accidental death and dismemberment insurance premium providing \$300,000 basic life insurance or \$300,000 accidental death and dismemberment insurance and not less than that of the Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

E. Retiree Health, Medicare, and Dental Contributions

For employees in the Deputy Police Chief classification, the retiree health, Medicare and dental insurance contributions shall be no less than the same contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the health, Medicare and dental insurance contributions shall be no less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

Section 4.03 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental, vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

Section 4.04 Deferred Compensation

A. The City has established a Section 401(a) money purchase plan for employer deferred compensation contributions. Effective July 2, 2023, the City will contribute ~~\$2253%~~ of the employee's base salary per month to the Section 401(a) plan up to the maximum amount established by the relevant sections of the tax codes, for all eligible employees with the exception of those in the Deputy Police Chief Deputy Chief classifications.

B. —For employees in the Deputy Police Chief classification, the deferred compensation contribution shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

A.C. For employees in the Chief Deputy classification, the deferred compensation contribution shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

4. —

B.D. Employees are eligible to voluntarily participate in a Section 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may contribute additional deferred compensation to the plan in accordance with plan provisions and subject to plan maximums.

Section 4.05 Employee Assistance Program

The City offers an employee assistance program for all members of this group. Confidentiality regarding employee use of this program will be maintained in full compliance with State and Federal Regulations.

Section 4.06 Tuition Reimbursement

To provide encouragement for all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic and continuing education courses that are determined to be job-related and subject to the following conditions:

A. Full-time employees are eligible.

- B. The determination that the course is job related shall be made by the employee's Agency Head.
- C. The course shall provide college-level or professional continuing education credit from an accredited educational institution.
- D. The employee is not eligible for assistance from any other source.
- E. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
- F. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
- G. Classes shall not interfere with the employee's normal work hours. Any exceptions must be approved by the employee's Agency Head.
- H. Certification of completion of the course with a passing grade must be obtained and submitted within 60 calendar days after completion of the course.
- I. The maximum reimbursement amount paid to an eligible employee shall not exceed \$1,000 per calendar year.

Tuition reimbursement requests shall be submitted to the employee's Agency Head for a determination that the course is job-related. After such determination is made, the Agency Head shall forward the request to the Human Resources Department for processing. The Human Resources Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Section 4.07 Auto Allowance

The City may assign a City-owned vehicle to an employee for use on City business or the City may provide a monthly allowance of up to a maximum ~~\$247-350~~ for an employee that is regularly required to use the employee's private vehicle on City business. The City Manager may adjust such stipend in accordance with levels of activity and operational necessity.

If assigned, a City-owned vehicle may be used by employee for City business and for commuting to and from the employee's residence. City shall incur all costs related to the provision of the vehicle, including maintenance and insurance. Employee shall be responsible for ensuring that City's vehicle is appropriately secured when parked at the employee's residence. Employee acknowledges that City is required to report the value of the provided vehicle as income as required by applicable Internal Revenue Service regulations and tax laws.

Section 4.08 Meal Reimbursement

An employee may request reimbursement for meals consumed after regular work hours when such employee is required by the Agency Head to attend City Council meetings and city commission meetings that are in addition to those regularly scheduled. The limit for reimbursement shall be \$12 and only actual expenses will be reimbursed. Requests will be submitted on the City's reimbursement form through established channels and must include receipts verifying the expense.

Section 4.09 Health and Wellness Reimbursement

Effective July 1, 2024, employees shall be reimbursed up to \$1,000 each fiscal year for eligible health and wellness related expenses that are not otherwise covered by the City's group plans incurred for themselves and their eligible dependents. Such expenses may include: health plan premiums; health plan deductibles; gym/fitness club membership fees; sports activities or fees; sports clothing (footwear, equipment, training and wearable fitness devices); outdoor/indoor equipment fees and rentals; subscriptions and fees for virtual/online home fitness classes or fitness / health related applications; medical testing (biometric testing, fitness, BMI assessment); holistic healing and acupuncture; massage therapy; lessons or personal training; state or national park passes; art supplies; musical instruments; hobby and craft supplies; learning tools (applications, software or online subscriptions), or any other health and wellness related expense as determined by the Executive Director Human Resources / Risk Management. Reimbursements shall be made at designated times twice each year pursuant to the program provisions.

Article V. RETIREMENT – END OF SERVICE

Section 5.01 CalPERS Contribution

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic CalPERS members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All Classic members, except those in the Deputy Police Chief and Chief Deputy classifications shall pay the employee's contribution of eight (8%) percent as a pre-tax deduction to CalPERS. Employees in the Deputy Police Chief classification shall pay the same CalPERS contributions as employees in the Ontario Police Management Group. Employees in the Chief Deputy classification shall pay the same CalPERS contributions as employees in the Ontario Fire Management Group.

3.4.

B. New Member

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former

members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

1. New Members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.

2. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 6.25%, except for those in the Deputy Police Chief and Chief Deputy classifications. This amount will be adjusted periodically by CalPERS. Employees in the Deputy Police Chief classification shall pay the same CalPERS contributions as employees in the Ontario Police Management Group. Employees in the Chief Deputy classification shall pay the same CalPERS contributions as employees in the Ontario Fire Management Group.

2.3.

C. Optional Benefits for Classic and New Members

The City's contract with the Public Employees' Retirement System includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit
2. Section 20965 – Sick Leave Credit
3. Section 21024 – Military Service Credit
4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability
5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

Section 5.02 Employee Severance Compensation

In recognition that employees serve at the will and pleasure of the City Manager, the City Manager may offer employment severance pay to terminating employees. The period of such severance compensation shall be determined by the City Manager and may be included in the terms of a contractual agreement between the employee and the City made at the time the individual is hired or promoted.

ARTICLE VI. GENERAL PROVISIONS

Section 5.03 Overpayments, Recovery and Underpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall ideally occur within the same time frame the overpayment was received by the employee or sooner at the employee's discretion. For overpayments in excess of \$100.00, the minimum repayment amount shall be \$50.00 per pay period.

Either Human Resources, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment

method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director ~~of Finance Human Resources / Risk Management~~ or their designee. ~~Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.~~

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 5.04 Direct Deposit and Electronic Pay Advice

- A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one month.
- B. In an ~~extraordinary—circumstances/event~~extraordinary circumstances/event that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to the Human Resources Agency to be considered for an exception. Human Resources shall review the request for the Direct Deposit Special Exemption and may request supporting documentation; and the employee will be notified of the determination.
- C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of Human Resources Agency.
- D. The electronic pay advice will be available for employees to view, save and print in the City's human resources information system on the employee's pay day.

ARTICLE VII. FINAL SIGNATURE

All provisions set forth in this Profile are hereby effective the 1st day of July ~~2021~~2023.

City of Ontario
Scott Ochoa City Manager

Section 5.05

DRAFT

APPENDIX A -- SALARY RANGE TABLE

DRAFT

APPENDIX A

DEPARTMENT HEAD

	GRADE	MINIMUM	MEDIAN	MAXIMUM
	DH1	\$10,902.66	\$12,701.60	\$14,500.54
	DH2	\$11,345.35	\$13,217.33	\$15,089.32
	DH2	\$11,924.08	\$13,891.55	\$15,859.02
	DH4	\$12,532.33	\$14,600.16	\$16,667.99
	DH5	\$13,171.60	\$15,344.92	\$17,518.23
	DH6	\$13,843.49	\$16,127.66	\$18,411.84
	DH7	\$14,549.64	\$16,950.33	\$19,351.02
	DH8	\$15,291.82	\$17,814.97	\$20,338.12
	DH9	\$16,071.86	\$18,723.71	\$21,375.57
	DH10	\$16,891.68	\$19,678.81	\$22,465.94
	DH11	\$17,753.33	\$20,682.63	\$23,611.93
	Chief Deputy (Fire)	\$19,326.20	\$22,515.02	\$25,703.85
	Deputy Police Chief	\$20,485.70	\$23,865.84	\$27,245.98

CITY OF ONTARIO

Agenda Report
June 15, 2023

SECTION: ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

Department: Engineering
Prepared By: Tricia Espinoza
Staff Member Presenting:
Scott Murphy, Executive Director Community
Development
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 2

SUBJECT: A RESOLUTION APPROVING THE FISCAL YEAR 2023-24 THROUGH FISCAL YEAR 2027-28 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT EXPENDITURE PLAN AND EXPENDITURE STRATEGY

RECOMMENDATION: That the City Council adopt a Resolution approving the Fiscal Year 2023-24 through Fiscal Year 2027-28 Measure I Five-Year Capital Improvement Expenditure Plan and Expenditure Strategy.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Pursue City's Goals and Objectives by Working with Other Governmental Agencies

Focus Resources in Ontario's Commercial and Residential Neighborhoods

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Projects identified in this Measure I Five-Year Capital Improvement Expenditure Plan are consistent with the City's Five-Year Capital Improvement Program being considered for adoption as a component of the Fiscal Year 2023-24 Proposed City Budget. Accordingly, appropriations for anticipated Fiscal Year 2023-24 project expenditures are included in the Citywide proposed annual budget being considered for adoption. Future years' appropriations will be included in the respective future budgets to be considered and approved by the City Council. This action is necessary for the City to be eligible to receive Measure I Local Pass-through funding.

BACKGROUND & ANALYSIS: In November 2004, the voters of San Bernardino County approved a thirty-year extension (2010-2040) to Measure I, a ballot measure providing for a one-half cent sales tax increase to provide funding for county-wide transportation infrastructure improvement projects and traffic management programs. The local pass-through funds are distributed on a per capita basis. In order to receive and expend the local funds, each jurisdiction is required to adopt, by resolution, a five-year capital improvement expenditure plan and expenditure strategy on an annual basis. The planned projects must be consistent with the City's Master Plan of Streets. This year's updated plan will provide expenditure guidance through June 30, 2028. The projects in the Five-Year Plan for Fiscal Year 2023-24 through Fiscal Year 2027-28 (attached as Exhibit A of the Resolution) are consistent with the transportation-related projects proposed in the City's Capital

Improvement Program that has been submitted for City Council approval under a separate agenda report. The Fiscal Year 2023-24 cost estimate is limited to anticipated budget revenues plus available fund balance for the current year. The Fiscal Year 2023-24 through Fiscal Year 2027-28 cost estimates are provided for planning purposes only.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO,
CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL
IMPROVEMENT PLAN FY 2023-24 THROUGH FY 2027-28

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvements and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Ontario is \$4,739,408 in Fiscal Year 2023-24; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, California, that the Measure I Five-Year Capital Improvement Plan, for Fiscal Years 2023-24 through 2027-28, attached to this resolution as Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED that the City's Expenditure Strategy, attached as Exhibit B, is hereby adopted in conformance with the Measure I program.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED at a special meeting of the City Council of the City of Ontario, held on this 15th day of June 2023.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KREIGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their special meeting held June 15, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their special meeting held June 15, 2023.

SHEILA MAUTZ, CITY CLERK

(SEAL)

Resolution Number:	
Resolution Approval Date:	15-Jun-23
Contact Person/Title:	Tricia Espinoza, Assistant City Eng.
Phone:	909-395-2188
Email:	tespinoza@ontarioca.gov

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2023/2024 thru 2027/2028

Jurisdiction:

Ontario

					6/30/23 Carryover Balance						\$3,013,795.00
Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2023/24 Est. Revenue	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	Total Est. Rev.
						\$4,739,408	\$4,851,398	\$4,993,054	\$5,138,825	\$5,288,828	\$25,011,513
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total
Traffic Counts	No	No	0.0%	0.0%	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Street Maintenance Slurry Seal and Cape Seal Pavement Rehabilitation	No	No	0.0%	0.0%	\$3,250,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000
Bon View Avenue Pavement Rehabilitation (West Side, Chino to Edison)	No	No	0.0%	0.0%	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Chino Avenue Pavement Rehabilitation (South Side, Euclid to Campus)	No	No	0.0%	0.0%	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Chino Avenue Pavement Rehabilitation (Ontario Ave to Cucamonga Creek Channel)	No	No	0.0%	0.0%	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Dupont Avenue Pavement Rehabilitation (Greystone to End)	No	No	0.0%	0.0%	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Fourth Street Pavement Rehabilitation (Sultana to Cucamonga)	No	No	0.0%	0.0%	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Greystone Drive Pavement Rehabilitation (Doubleday to Milliken)	No	No	0.0%	0.0%	\$550,000	\$550,000	\$0	\$0	\$0	\$0	\$550,000
Inland Empire Blvd Pavement Rehabilitation (1,000' E. of Mercedes Ln to Milliken)	Yes	No	0.0%	0.0%	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Philadelphia Street Pavement Rehabilitation (Rochester to Vintage)	No	No	0.0%	0.0%	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Vintage Avenue Pavement Rehabilitation (Francis to Philadelphia)	No	No	0.0%	0.0%	\$550,000	\$550,000	\$0	\$0	\$0	\$0	\$550,000
Vintage Avenue Pavement Rehabilitation (Santa Ana to Jurupa)	No	No	0.0%	0.0%	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Baker Pavement Rehabilitation (Sixth Street to Fourth Street)	No	No	0.0%	0.0%	\$500,000	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Fourth Street Pavement Rehabilitation (Benson to Mountain)	No	No	0.0%	0.0%	\$600,000	\$0	\$600,000	\$0	\$0	\$0	\$600,000
Fifth Street Pavement Rehabilitation (El Dorado to Baker)	No	No	0.0%	0.0%	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$300,000
Hellman Avenue Pavement Rehabilitation (Mission to Francis)	No	No	0.0%	0.0%	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$350,000
Philadelphia Street Pavement Rehabilitation (Haven to Mission)	No	No	0.0%	0.0%	\$615,000	\$0	\$615,000	\$0	\$0	\$0	\$615,000
Proforma Avenue Pavement Rehabilitation (Mission to Francis)	No	No	0.0%	0.0%	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$300,000
San Antonio Pavement Rehabilitation (Holt Blvd to Sixth Street)	No	No	0.0%	0.0%	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$700,000
Sixth Street Pavement Rehabilitation (Mountain to Euclid)	No	No	0.0%	0.0%	\$800,000	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Francis Street Pavement Rehabilitation (Benson to Mountain)	No	No	0.0%	0.0%	\$500,000	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Francis Street Pavement Rehabilitation (Milliken to Rochester)	No	No	0.0%	0.0%	\$500,000	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Grove Avenue Pavement Rehabilitation (Riverside to Chino)	No	No	0.0%	0.0%	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Mountain Avenue Pavement Rehabilitation (Mission to SR60)	No	No	0.0%	0.0%	\$1,400,000	\$0	\$0	\$1,400,000	\$0	\$0	\$1,400,000
Vineyard Avenue Pavement Rehabilitation (I-10 to Holt Blvd)	No	No	0.0%	0.0%	\$450,000	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Wineville Pavement Rehabilitation (Francis to Philadelphia)	No	No	0.0%	0.0%	\$325,000	\$0	\$0	\$325,000	\$0	\$0	\$325,000
Fourth Street Pavement Rehabilitation(Wineville to Etiwanda)	No	No	0.0%	0.0%	\$600,000	\$0	\$0	\$0	\$600,000	\$0	\$600,000
Grove Avenue Pavement Rehabilitation (Mission to Holt)	No	No	0.0%	0.0%	\$725,000	\$0	\$0	\$0	\$725,000	\$0	\$725,000
Milliken Avenue West Side Pavement Rehabilitation (SR60 to Riverside)	No	No	0.0%	0.0%	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$400,000

Resolution Number:	
Resolution Approval Date:	15-Jun-23
Contact Person/Title:	Tricia Espinoza, Assistant City Eng.
Phone:	909-395-2188
Email:	tespinoza@ontarioca.gov

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2023/2024 thru 2027/2028

Jurisdiction:

Ontario

Riverside Drive Pavement Rehabilitation (Fern to Cucamonga)	No	No	0.0%	0.0%	\$900,000	\$0	\$0	\$0	\$900,000	\$0	\$900,000
Riverside Drive Pavement Rehabilitation (Vineyard to Channel)	No	No	0.0%	0.0%	\$750,000	\$0	\$0	\$0	\$750,000	\$0	\$750,000
Riverside Drive Pavement Rehabilitation (Mill Creek to Hamner)	No	No	0.0%	0.0%	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$400,000
Vineyard Avenue Pavement Rehabilitation (Mission to Philadelphia)	No	No	0.0%	0.0%	\$875,000	\$0	\$0	\$0	\$875,000	\$0	\$875,000
Bon View Avenue Pavement Rehabilitation (Riverside to Chino)	No	No	0.0%	0.0%	\$350,000	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Archibald Avenue Pavement Rehabilitation East Side (Riverside to Schaefer)	No	No	0.0%	0.0%	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Cedar Street Pavement Rehabilitation (Proforma to Turner)	No	No	0.0%	0.0%	\$600,000	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Palmetto Avenue Pavement Rehabilitation (Mission to Ralston)	No	No	0%	0%	\$250,000	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Proforma Avenue Pavement Rehabilitation (Philadelphia to End)	No	No	0%	0%	\$200,000	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Projects Total:						\$6,560,000	\$4,825,000	\$4,135,000	\$5,310,000	\$3,060,000	\$23,890,000

Total Programming is currently

85%

(Must not exceed 150% of Carryover Balance +
Total Estimated Revenue)

Total Estimated Programming:

\$23,890,000

EXHIBIT B

CITY OF ONTARIO

FY 2023-24 THROUGH FY 2027-28 MEASURE I PLAN

EXPENDITURE STRATEGY

The City of Ontario's Expenditure Strategy is to upgrade the City's roadway system by programming the annual Measure I revenue towards improvements ranging from maintenance work, overlay work, and major street reconstruction. Projects chosen will be selected from current pavement management studies, areas of traffic flow issues, and the Five-Year Capital Improvement Plan. Projects may include safety related items such as upgrading traffic signals, updating striping, and ADA ramps as needed. Roadways to be improved can range from residential to arterial. Funding is to be used in an effective and responsible manner to ensure the best benefit to the residents of the City of Ontario.

CITY OF ONTARIO

Agenda Report
June 15, 2023

SECTION: ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

Department: Financial Services

Prepared By: Maria Garcia

Staff Member Presenting:

Armen Harkalyan, Executive Director of Finance

Approved By:



Submitted To: Council/OHA

Approved: _____

Continued To: _____

Denied: _____

Item No: 3

SUBJECT: REVIEW AND ADOPTION OF THE CITY'S FISCAL YEAR 2023-24 BUDGET AND APPROVAL OF BUDGET-RELATED ACTIONS

RECOMMENDATION: That the City Council and Housing Authority Board:

- A. Adopt Resolutions establishing the appropriations limit of the City of Ontario for Fiscal Year 2023-24 and approve the operating budgets, including the capital improvement program, of the City of Ontario and Ontario Housing Authority for Fiscal year 2023-24;
- B. Approve the annual budget of the Ontario Convention Center for Fiscal Year 2023-24;
- C. Adopt a Resolution to approve the City of Ontario Fiscal Year 2023-24 Proposed Citywide Fee Schedule in order to establish and amend certain service and development-related fees for City services;
- D. Approve the updated Travel and Expense Reimbursement Policy; and
- E. Approve the updated Purchasing Policies and Procedures Manual

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

FISCAL IMPACT: The Proposed Operating Budget for Fiscal Year 2023-24 is \$969.8 million for the City of Ontario. This amount includes \$427.9 million in the General Fund and \$541.9 million in the other fund types that includes Special Revenues, Capital Projects, Enterprise, and Internal Services. The Fiscal Year 2023-24 Proposed Operating Budget for the Ontario Housing Authority is \$9.7 million. The total overall proposed budget, including the Ontario Housing Authority budget for Fiscal Year 2023-24 is \$979.5 million. In addition, the Fiscal Year 2023-24 Proposed Operating Budget includes a total count of 1,517 authorized full-time equivalent (FTE) positions.

BACKGROUND & ANALYSIS: The Fiscal Year 2023-24 Proposed Operating Budget reflects the Financial Services Agency's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with decision making and achieving City core goals.

Fiscal Year 2021- 22 Year-End Budget Update Recommendations

Recommendations in the year-end update are routine in nature and mainly comprised of

previously approved City Council actions, adjustments in the revenue budget to reflect estimates based on current trends, and additional appropriations for new or ongoing programs/projects. As part of the estimated FY 2022-23 positive results, staff recommends a \$9.0 million transfer from the General Fund for Economic Development activities fund to continue to provide assistance for future development opportunity in the City. For the General Fund, these actions will bring the General Fund estimated available ending fund balance to \$58.9 million, bringing the General Fund stabilization reserve level to 18 percent, in compliance with the 18 percent recommended update to the City's budget policy guidelines for the General Fund Stabilization Reserve level as adopted by City Council in Fiscal Year 2022-23.

Fiscal Year 2023-24 Proposed Operating Budget Recommendations

Personnel and Organizational Changes

The Fiscal Year 2023-24 Proposed Operating Budget includes a total count of 1,517 authorized full-time equivalent (FTE) positions. This is an increase of 243 FTE's compared to Fiscal Year 2022-23 Adopted. Increases Citywide include 27 FTE's for Community Development, 24 FTE's for Community Life & Culture, 5 FTE's for Financial Services, 4 FTE's for Human Resources/Risk Management, 16 FTE's for Information Technology, 5 FTE's for Management Services, 7 FTE's for Ontario Fire Department, 8 FTE's for OMUC, 28 FTE's for Ontario Police Department, and 26 FTE's for Public Works (Total 140 FTE's). The increase is due to Citywide new programs and to address Citywide infrastructure needs. Additionally, organizational changes effective July 1, 2023 include move of Housing Authority from Community Development to Community Life & Culture in order to augment the Continuum of Care program.

General Fund

The Fiscal Year 2023-24 Proposed Operating Budget continues to focus on City Council's Strategic Goals. The operationally balanced budget utilizes responsibly the \$45.6 million one-time funding from the American Rescue Plan Act (ARPA), of which \$22.8 million was allocated for FY 2020-21, \$3.4 million for Fiscal Year 2021-22, \$9.5 million for FY 2022-23, \$9.9 million for FY 2023-24, and the remaining \$2.1 million to be used in the following fiscal year through December 2024. Thus, the entire \$45.6 million has been obligated per the ARPA guidelines.

The City's Proposed Fiscal Year 2023-24 General Fund Revenues are projected at \$438.6 million including Transfers-in. This is an increase of \$139.4 million or 46.6 percent compared to Fiscal Year 2022-23 Adopted Budget primarily due to Measure Q that allocates additional local funding for infrastructure improvement projects as well as enhance City services and programs by changing the sales tax rate from 7.75% to 8.75%. Measure Q was voter approved in November 2022 and became effective April 1, 2023. The City's Proposed Fiscal Year 2023-24 General Fund Expenditures including Transfers-out are \$427.9 million, which is an increase of approximately \$126.0 million or 41.8 percent compared to Fiscal Year 2022-23 Adopted Budget. This increase is due to transfer increases for CIP's funded mainly by Measure Q.

The City's projected General Fund ending Fund Balance at June 30, 2024 is \$76.8 million and set General Fund appropriations at the 20 percent reserve level. Staff recommends increasing the reserve level from 18 percent to 20 percent as part of the City's budget policy guideline for General

Fund Reserve levels.

Special Revenue Funds

The Proposed Fiscal Year 2023-24 Special Revenue Funds Budget includes estimated revenues of \$58.9 million. This is a decrease of \$2.1 million or 3.4 percent compared to the Fiscal Year 2022-23 Adopted Budget. The Proposed Special Revenue Funds Expenditure Budget for Fiscal Year 2023-24 is \$64.7 million; an increase of \$21.6 million or 50.1 percent from the Fiscal Year 2022-23 Adopted Budget primarily due to the inclusion of administrative expenses related to the services provided by the City to the Community Facilities Districts (CFD).

Capital Project Funds

The Proposed Capital Project Funds Revenue for the Fiscal Year 2023-24 is \$100.1 million. This is \$16.3 million, or 19.4 percent increase compared to Fiscal Year 2022-23 Adopted Budget, which primarily consists of Development Impact Fees (DIF) that are paid by developers, and which must be expended for projects identified in the City's Master Facilities Plan. Included also in the Capital Project revenue is the Affordability in-lieu fees of approximately \$5.0 million paid by developers as part of the City's commitment to constructing affordable housing, and \$47.6 million transfer-in from General Fund for Capital Projects. The Proposed Capital Project Funds Expenditure Budget for Fiscal Year 2023-24 is \$148.7 million which is \$128.8 million, or 648.0 percent increase compared to Fiscal Year 2022-23 Adopted Budget. The significant increase to expenditures is mainly attributable to 116.9 million for projects that will address Citywide infrastructure needs including \$49.5 million for Civic Center Expansion, \$16.4 million for Parks and Parks Facilities Improvements, \$19.7 million for Storm Drains, \$18.6 million for Continuum of Care, \$12.0 million for the Regional Sports Complex, and \$1.5 million Street improvements.

Enterprise Funds

The Proposed Enterprise Funds Revenue Budget for Fiscal Year 2023-24 is \$168.5 million, mainly comprised of charges for water, sewer, and integrated waste services. This is an increase of \$7.1 million or 4.4 percent compared to the Fiscal Year 2022-23 Adopted Budget. Fiscal Year 2023-24 Proposed Expenditure Budget for Enterprise Funds is \$195.6 million, which includes the costs for the administration and operations of the enterprise services and capital funding for water and sewer projects. This is an increase of \$11.7 million or 6.4 percent compared to Fiscal Year 2022-23 Adopted Budget. The increase to expenditures is mainly attributable to \$6.1 million for Water Main Improvements and \$1.0 million for Pure Ontario Water (POW) - Advanced Water Purification Facility (Total CIP of \$98 million).

Internal Service Funds

Services and goods provided by one department to other departments, on a cost-reimbursement basis, is accounted for in the Internal Service Funds. These goods and services include Equipment Services, Unemployment/Disability, Information Technology, Workers' Compensation, General Liability, Facilities & Parks Maintenance, Pension Benefits, and Other Post-Employment Benefits. The Proposed Internal Service Funds Revenue Budget for Fiscal Year 2023-24 is \$138.2 million, which is an increase of \$42.4 million or 44.2 percent compared to the Fiscal Year 2022-23 Adopted Budget. The Proposed Fiscal Year 2023-24 Expenditure Budget for all Internal Services funds is \$133.0 million, which is an increase of \$22.0 million or 19.8 percent compared to Fiscal Year 2022-23 Adopted Budget. This increase is mainly attributable to the City's goal of becoming strategically

balanced rather than operational balanced, and fully funding the City's internal service funds. In prior budget years the internal service funds were not being fully funded and, as a result, are now underfunded.

Other Budget-Related Actions

State law mandates that certain City appropriations be subject to an annual spending limit (GANN Limit). The City's appropriation limit was first established in 1978 and has been adjusted annually by certain growth factors, such as the consumer price index, California per capita income, and population change in the City or County. Based on these factors, the City's appropriation limit for Fiscal Year 2023-24 is \$382,922,891. The appropriations included in the proposed budget for Fiscal Year 2023-24 that are subject to the spending limit total of \$329,450,382 and fall within the State guidelines.

Included with the proposed operating budget for approval is the City's Travel and Expense Reimbursement Policy. This is an update to the existing policy that was approved by City Council on May 26, 2022. Included in this new policy are minor updates to the mileage reimbursement requirements, and the maximum lodging rate increasing to \$460 for FY 2023-24. Additionally, the policy provides further clarification of when a spend authorization is required for City business travel. This updated Travel and Expense Reimbursement Policy will be effective July 1, 2023, and is in compliance with Government Code sections §53232.2 and §53232.3.

Included with the proposed operating budget for approval is the City's Purchasing Policies and Procedures Manuals. This is an update to the existing policy that was approved by City Council on June 21, 2021. Included in this updated policy are: revised City Managers signing authority from \$100,000 to \$150,000 (approved by City Council on February 7, 2023). Clarification on Purchase Order Exceptions; increased purchasing threshold from \$5,000 to \$10,000; and updated authorization for delegation of signing authority approved on March 22, 2023, for Community Life & Culture Executive Director, Public Works Executive Director, Utilities General Manager, and Human Resources/Risk Management Executive Director. Additionally, "City Manager or designee" was noted wherever the authorization is established. This updated Purchasing Policy will be effective July 1, 2023.

Additionally, as an attachment to this report is the Agencies' Strategic Objectives (ASOs). ASOs are high priority strategic objectives that communicate our Agencies' commitment to the City's mission, vision and values and are a means to achieve the overarching goals set forth by City Council. ASOs are outcome driven, thus ASO attainment ultimately improves and enhances City services, processes, programs and facilities.

Pursuant to the Management Agreement, SMG's annual operating budget of the Ontario Convention Center is subject to approval by the City Council and is proposed for Fiscal Year 2023-24 at \$9,174,971. The annual funding support for Fiscal Year 2023-24 is projected at \$ 1,579,213. Additionally, the Toyota Arena budget has been added as part of this years proposed budget and is estimated to generate \$15.6 million in revenues with offsetting expenditures of \$9.8 million with projected net income of \$5.8 million. City's estimated share of the revenue is estimated at \$4.1 million.

Pursuant to California Government Code §51287 and §66014(a), et. seq., the City is authorized to establish and collect service fees based upon the City's estimated reasonable costs to provide the related services. The Citywide Fee Schedule is intended as a comprehensive, one-stop, user-friendly guide to City fees and contains fee descriptions, the current fee for each service, and any changes to the current fees. The FY 2023-24 Proposed Citywide Fee Schedule contains a total of 712 fees, fines, and charges and includes no new fees or increases, two (2) deletions, and nine (9) decreases, eight (8) of which are temporary reductions to Electrical, Building, and Mechanical permits reduced with Resolution No. 2023-032 approved by City Council on May 3, 2023. If approved, the proposed fee amendments will take effect July 1, 2023.

The approval of the budget Resolutions will provide the policy direction from the Mayor and Council for the City of Ontario, and the Executive Board for the Ontario Housing Authority to commit resources necessary to provide services within the City. The Proposed Operating Budget for Fiscal Year 2023-24 is operationally balanced and does not commit to spending more than a conservative estimate of resources. It reflects the City Council's continued commitment to foster steady, managed growth and to provide the highest level of service to the community within the City's fiscal constraints. As the City recovers from the last three years of economic disruption from the COVID pandemic, other challenges still exist: the continued war in Ukraine; rising consumer goods prices, fuel costs, and interest rates; and the impending recession due to accelerated inflation levels not seen since the early 1980's. Even with the anticipated additional resources, the City will need to continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges, as well as deliver an unparalleled level of service and commitment to our community.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO,
CALIFORNIA, ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE
CITY OF ONTARIO FOR FISCAL YEAR 2023-24.

WHEREAS, Section 1.5 of Article XIII B of the Constitution of the State of California imposes upon units of State and Local Government the obligation to limit each fiscal year's appropriations of the proceeds of taxes to the amount of such appropriations in Fiscal Year 1986-87 as adjusted for changes in cost of living and population; and

WHEREAS, Section 7910 of the Government Code of the State of California directs the governing body of each local jurisdiction to establish its appropriation limit by resolution each year; and

WHEREAS, said section of the Government Code allows the governing body to choose between various factors to be used in the calculation of said appropriation limit; and

WHEREAS, the Executive Director of Finance of the City of Ontario has determined the City's appropriations limit for Fiscal Year 2023-24 in accordance with the said provisions of the Constitution and laws of the State of California and the documentation used in said determination has been available to the public since June 1, 2023, in the office of the Executive Director of Finance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario, as follows: (1) calculation of said limit for the City shall be determined by using the California Per Capita Income and the population growth of the County of San Bernardino, both as determined by the California Department of Finance; and (2) based upon the factors, the appropriations limit of the City of Ontario for the Fiscal Year 2023-24 is hereby found and determined to be \$382,922,891.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST, BEST & KREIGER, LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at a special meeting held June 15, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at a special meeting held June 15, 2023.

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO,
CALIFORNIA, ADOPTING THE OPERATING BUDGET OF SAID CITY
FOR THE FISCAL YEAR 2023-24.

WHEREAS, the General Fund group is comprised of the General Fund and General Fund Trust; and

WHEREAS, the Special Revenue Funds group is comprised of the following funds: Community Development Block Grant, HOME Grants, Housing Grants, Measure I, Measure I Valley Major Project, Grants Fund, DOJ Asset Seizure, State Asset Seizure, Treasury Asset Seizure, Fire Mutual Aid, Cable Access Fund, Broadband / Fiber, Opioid Settlement, Gas Tax, Road Maintenance & Rehabilitation Account (SB 1), Air Quality Management District, Economic Development Activities Fund, Special Assessment Administration, Parkway Maintenance, Storm Drain District, Street Light Maintenance, Storm Drain Maintenance, Park Impact/Quimby, Old Model Colony CFDs, Ontario Ranch Services CFDs; and

WHEREAS, the Capital Project Funds group is comprised of the following funds: Capital Projects, Ground Access, Affordability In-Lieu, Aquatics Impact, General Facility Impact, Integrated Waste Impact, Law Enforcement Impact, Library Impact, Public Meeting Impact, Species Habitat Impact, Old Model Colony-Fire Impact, Old Model Colony-Local Adjacent Sewer, Old Model Colony-Local Adjacent Streets, Old Model Colony-Regional Streets, Old Model Colony-Local Adjacent Streets, Old Model Colony-Local Adjacent Storm Drain, Old Model Colony-Local Adjacent Water, Old Model Colony-Regional Sewer, Old Model Colony-Regional Storm Drains, Old Model Colony-Regional Streets, Old Model Colony-Regional Water, Ontario Ranch-Fire Impact, Ontario Ranch-Local Adjacent Fiber, Ontario Ranch-Local Adjacent Sewer, Ontario Ranch-Local Adjacent Streets, Ontario Ranch-Local Adjacent Storm Drain, Ontario Ranch-Local Adjacent Water, Ontario Ranch-Regional Fiber, Ontario Ranch-Regional Sewer, Ontario Ranch-Regional Storm Drains, Ontario Ranch-Regional Streets, Ontario Ranch-Regional Water; and

WHEREAS, the Enterprise Funds group is comprised of the following funds: Water Operating, Water Capital, Sewer Operating, Sewer Capital, Integrated Waste and Integrated Waste Facilities; and

WHEREAS, the Internal Service Funds group is comprised of the following funds: Equipment Services, Information Technology, Facilities & Parks Maintenance, Workers Compensation, General Liability, Disability/Unemployment Insurance, Pension Benefit Fund, and Other Post Employment Benefits; and

NOW THEREFORE, be it resolved, that the City's Operating Budget for the Fiscal Year 2023-24, submitted by the City Manager to the City Council, is herewith adopted for the City of Ontario for the Fiscal Year 2023-24.

NOW, THEREFORE, be it also resolved, that the 2023-24 Operating Budget Appropriations are as follows:

General Fund	\$427,927,807
Special Revenue Funds	64,676,567
Capital Project Funds	148,678,119
Enterprise Funds	195,561,495
Internal Service Funds	<u>132,985,079</u>
Total Operating Budget	<u>\$969,829,067</u>

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST, BEST & KREIGER, LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at a special meeting held June 15, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at a special meeting held June 15, 2023.

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. OHA-_____

A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE
CITY OF ONTARIO, CALIFORNIA, ADOPTING A BUDGET FOR SAID
AUTHORITY FOR THE FISCAL YEAR 2023-24

WHEREAS, Ontario Housing Authority is comprised of the Housing Authority Fund and the Housing Asset Fund with a total appropriation of \$9,676,976 for departmental activities, shall be as set forth in the budget summaries; and

WHEREAS, the Authority hereby determines, in accordance with Section 33334.3(d) of the California Redevelopment Law, that the planning and administrative expenses provided in the Budget to be made from the Low and Moderate Income Housing Fund are necessary for the production, improvement, or preservation of low-and-moderate income housing.

NOW, THEREFORE, be it resolved, determined, and ordered by the Housing Authority of the City of Ontario that the Housing Authority's Operating Budget for the Fiscal Year 2023-24, submitted by the Executive Director to the Housing Authority, is herewith adopted for the Housing Authority of the City of Ontario for the Fiscal Year 2023-24.

NOW, THEREFORE, be it also resolved, that the 2023-24 Operating Budget Appropriation is \$9,676,976.

The Secretary of the Ontario Housing Authority shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

PAUL S. LEON, CHAIRMAN

ATTEST:

SHEILA MAUTZ, AUTHORITY SECRETARY

APPROVED AS TO FORM:

AUTHORITY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, Secretary of the Ontario Housing Authority, DO HEREBY CERTIFY that the foregoing Resolution No. OHA- was duly passed and adopted by the Board Members of the Ontario Housing Authority at a special meeting held June 15, 2023, by the following roll call vote, to wit:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

The foregoing is the original of Resolution No. OHA- duly passed and adopted by the Ontario Housing Authority at a special meeting held June 15, 2023.

SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS IN CONFLICT HEREWITH.

WHEREAS, pursuant to the provisions of the California Constitution, the laws of the State of California, and City ordinances, the City of Ontario is authorized to adopt and implement fees and charges for certain municipal services, provided the same do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City Council of the City of Ontario (the "City Council") previously adopted Resolution No. 2004-065 approving an updated and modified schedule of fees for Building, Planning, Engineering and Fire Prevention services; Resolution No. 2005-115 to establish fees for processing Mills Act applications; Resolution No. 2008-046 to establish the Systematic Inspection Program Fee; Resolution No. 2012-010 to establish an administrative fee for towing; Resolution No. 2012-073 to establish and amend fees to reimburse the City for the Abatement of Nuisance Conditions; Resolution No. 2020-009 to adopt a citywide fee schedule establishing and amending certain service and development related fees; Resolution No. 2020-083 amending the citywide fee schedule by establishing and modifying certain service and development related fees; Resolution No. 2021-019 rescinding the annual alarm permit renewal fee; Resolution No. 2021-062 amending the citywide fee schedule by establishing and modifying certain service and development related fees; Resolution No. 2022-044 amending the citywide fee schedule by establishing and modifying certain service and development related fees; Resolution No. 2023-032 to approve a temporary reduction in certain building permit fees; and

WHEREAS, City staff has conducted a comprehensive review of the current services and fees administered by the City's Development, Fire, Police, and Housing & Neighborhood Preservation agencies to determine if the current fee amounts are reflective of the costs to provide such services and are consistent with best practices and statutory requirements; and

WHEREAS, the City Council wishes to update and modify previously established fee amounts and fee categories as proposed by City staff to facilitate the recovery of the City's actual costs of providing such services; and

WHEREAS, the updated and modified fees categories and amounts proposed for adoption have been incorporated into a document titled "City of Ontario FY 2023-24 Proposed Citywide Fee Schedule" for ease of reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City of Ontario FY 2023-24 Proposed Citywide Fee Schedule is hereby adopted by reference.

SECTION 2. All fee adjustments shall take effect on July 1, 2023.

SECTION 3. The fee categories and fee amounts contained in the City of Ontario FY 2023-24 Proposed Citywide Fee Schedule shall supersede any and all other fees previously set by resolution.

SECTION 4. Other previous City Council actions are hereby repealed to the extent that they are inconsistent herewith.

SECTION 5. The remaining provisions of Resolution Nos. 2004-065, 2005-115, 2008-046, 2011-064, 2012-010, 2012-073, 2020-009, 2020-083, 2021-019, 2021-062, 2022-044, 2023-032, and all other previous resolutions amended by this Resolution shall not be affected and shall remain in effect to the extent not inconsistent herewith.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2023.

PAUL S. LEON, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KREIGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at a special meeting held June 15, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at a special meeting held June 15, 2023.

SHEILA MAUTZ, CITY CLERK

(SEAL)