

**Side Letter of Agreement
To Current Memorandum of Understanding
Between the City of Ontario and
Ontario Police Management Group**

The City of Ontario (City) and Ontario Police Management Group (Group) agree to modify Article X, Compensation, Section 10.12, Total Compensation Survey of the Memorandum of Understanding covering the period from July 1, 2023, through June 30, 2027. The intent of this side letter is to document the City's and Group's agreement regarding the details of the total compensation survey for the classifications represented by the Group including but not limited to: cities to be included in the survey, elements to be included in the calculation of total compensation, and mathematical formulas used to calculate each element.

Section 10.12 is revised as indicated below:

Section 10.12 TOTAL COMPENSATION SURVEY

- A. For the salary increase described in MOU Section 10.01 (E), a total compensation survey will be completed no later than May 16, 2025. Data used for OPMG group members will include that which is effective through the last pay period in March, 2025. The survey conducted shall include applicable changes to the survey elements for the comparator agencies as included in an adopted memorandum of understanding, side letter, or agreement with an effective date which is on or before July 31, 2025, and approved by City Council on or before July 31, 2025. Representatives of both the City and the Group shall jointly certify the results of the survey consistent with Section 10.12. The Group shall inform the City, in writing, regarding any inaccuracies found in the data collected or other survey discrepancies no later than June 1, 2025. The City shall respond to the Group no later than June 13, 2025.
- B. For the salary increase described in MOU Section 10.01 (F), a total compensation survey will be completed no later than May 15, 2026. Data used for OPMG group members will include that which is effective through the last pay period in March, 2026. The survey conducted shall include applicable changes to the survey elements for the comparator agencies as included in an adopted memorandum of understanding, side letter, or agreement with an effective date which is on or before July 31, 2026, and approved by City Council on or before July 31, 2026. Representatives of both the City and the Group shall jointly certify the results of the survey consistent with Section 10.12. The Group shall inform the City, in writing, regarding any inaccuracies found in the data collected or other survey discrepancies no later than June 1, 2026. The City shall respond to the Group no later than June 12, 2026.

C. All three classifications (Sergeant, Lieutenant and Captain) will be surveyed with their respective classifications in the comparator survey cities.

1. Effective July 13, 2025 – The classification furthest behind in their respective survey will serve as the benchmark classification and all classifications will receive the same salary increase up to the maximum of three percent (3%).
2. Effective July 12, 2026 – Each classification will receive the greater of the following:
 - a. Five percent (5%) increase in base salary, or
 - b. The percentage increase in base salary required to maintain the leading total compensation position amongst comparable agencies within their respective classifications.

D. The total compensation surveys shall include only the following compensation elements:

- The top step of base salary.
- Management incentive pay. To be included, it must qualify as pensionable compensation.
- The highest available California P.O.S.T. certification pay and/or other recognized professional certifications.
- Education incentive pay provided to a majority of all members in the classification. If a Master's degree is not the majority, then all those with a Master's degree will be included with the total of those with a Bachelor's degree. For the comparator agencies, this will include pay for equivalent college degree or recognized unit equivalent described in the comparator MOU.
- Additional compensation categories provided to the majority of all Group members in the classification. The term majority, as used in this section, is defined as fifty percent (50%) or greater of all members in the classification at the time the survey data is collected. These additional compensation categories include: Skill Compensation listed in Section 10.04; Shift Differential; Airport Operations Bureau Educational Incentive; and Longevity Pay. Holiday Work Compensation will not be included.

Specific to Longevity Pay, when a majority of Group members in the classification receive Longevity Pay, the threshold for the number of years used in the calculation will be determined as follows:

- Add the number of completed years of service for each member receiving Longevity Pay according to Section 11.15(a).
- Divide the total completed years of service by the number of members receiving Longevity Pay according to Section 11.15(a).
- For example: if 18 Sergeants received Longevity Pay and the combined completed years of service for those 18 Sergeants is 414 years, then $414/18=23$ years. 23 years would be the threshold for evaluating Longevity Pay. In other words, what Longevity Pay is being provided. In this example they would be eligible for Longevity Pay at 20

years of service with the City of Ontario.

- Uniform allowance.
- Deferred Compensation contribution.
- City contribution of the employer share of PERS/retirement for “Classic” employees, plus any employer paid member contributions (EMPC), minus employee cost sharing of employer costs.
- Retiree Medical Trust (or Health Savings Account Contribution). For the City of Ontario, this amount will be calculated as follows; the total number of employees in the classification receiving a Retiree Medical Trust contribution, multiplied by the contribution amount identified in Section 11.05 (D)(1), divided by the total number of employees in the classification.
- Highest dental and vision insurance City contribution for family.
- Medical insurance contributions will be based on the family tier, based on the HMO or PPO, whichever has the greatest enrollment. Specific to the City of Anaheim, one hundred thirty percent (130%) of the Kaiser total monthly cost for full-time employees.

E. The survey shall be comprised of the following comparable agencies:

- City of Anaheim
- City of Chino
- City of Corona
- City of Fontana
- City of Pomona
- City of Rancho Cucamonga (County of San Bernardino)
- City of Riverside
- City of San Bernardino
- City of Santa Ana

F. Consistent with Section 10.01 (G), during the term of this agreement, the City will ensure to maintain the following base salary separation for these classifications:

- Police Sergeant: Top step of Police Sergeant will be at least 34% above top step of Police Corporal
- Police Lieutenant: Top step of Police Lieutenant will be at least 13% above top step of Police Sergeant.
- Police Captain: Top step of Police Captain will be at least 12% above top step of Police Lieutenant.

Approved:



Angela Lopez, Executive Director Human Resources /
Risk Management
City of Ontario

1/8/25
Date

Signed by:



Justin Marszalek
Ontario Police Management Group

01/08/2025

Date

