

**Side Letter of Agreement
To Current Memorandum of Understanding
Between the City of Ontario and
Ontario Police Officers Association**

The City of Ontario (City) and Ontario Police Officers Association (Association) agree to modify Article X, Compensation, Section 10.14, 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 Association's agreement regarding the details of the total compensation survey for the benchmarked classification of Police Officer, 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 10.14 is revised as indicated below:

Section 10.14 TOTAL COMPENSATION SURVEY

- A. The City is committed to providing a total compensation package that is number one in Ontario's survey market going forward. The number one total compensation package shall be determined based on the results of the total compensation survey (hereinafter "survey") conducted by the City.
- B. For the salary increase described in Section 10.01 (C), a total compensation survey will be completed no later than May 16, 2025. Data used for OPOA association 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 the adopted memorandum of understanding, side letter, or agreement with an effective date on or before July 31, 2025, and approved by City Council on or before July 31, 2025. Representatives of both the City and Association shall jointly certify the results of the survey consistent with Section 10.14 (D). The Association 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 Association no later than June 13, 2025, with their findings.
- C. For the salary increase described in Section 10.01 (D), a total compensation survey will be completed no later than May 15, 2026. Data used for OPOA association 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 the adopted memorandum of understanding, side letter, or agreement with an effective date on or before July 31, 2026, and approved by City Council on or before July 31, 2026.

Representatives of both the City and Association shall jointly certify the results of the survey consistent with Section 10.14 (D). The Association 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 Association no later than June 12, 2026, with their findings.

D. The total compensation survey shall include an analysis of the following compensation elements for the benchmark classification of Police Officer relative to the comparable classification at each agency identified in Section 10.14 (F) of the side letter. Only those comparable compensation elements listed below shall be included as part of the total compensation analysis for the comparable agency.

- Maximum monthly base salary for the Police Officer classification. Specific to the City of Anaheim, the maximum monthly base salary for Police Officer Master Advanced shall be used as base salary. The parties agree if the City of Anaheim make changes to the requirements of the Police Officer Master Advanced classification, parties will meet and confer over the classification to be used in the survey for Anaheim;
- California Advanced P.O.S.T. Certification pay. Specific to the City of Anaheim, any additional POST certification compensation will not be included in the calculation of total compensation;
- Bachelor's degree (or possession of equivalent college units if outlined in the applicable MOU, agreement or side letter) or the degree (or equivalent college units) possessed by the majority of all OPOA association members. Those employees possessing a Master's Degree will be considered to have a Bachelor's Degree for the purposes of this section;
- Uniform Allowance;
- Highest Dental and Vision Insurance Family City Contributions;
- Medical Insurance Family tier City Contributions. Based on the current type of coverage (PPO or HMO) selected by the majority of all association members. Specific to the City of Anaheim, one hundred thirty percent (130%) of the Kaiser total monthly cost for City of Anaheim full-time employees;
- Deferred Compensation Contribution;
- City Contribution of the Employer Share of PERS/retirement, based on PEPR (New Members hired on or after January 1, 2013) and PERS/Retirement employee cost sharing;
- Retiree Medical Trust (Retiree Health Savings Account Contribution). For the City of Ontario, this amount will be calculated as follows: The total number of association members 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 OPOA represented classifications;
- Any additional compensation categories provided to the majority of all association members that is part of regular negotiated compensation. The term "majority" means more than half of the total membership receiving the compensation.

E. For the term of this contract, the percentage increase for the rank of Police Officer shall also be applied to Police Corporal and Police Detective.

F. 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

Approved:



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



Date



Eric Quinones, President
Ontario Police Officers Association



Date

