

Memorandum of Understanding

Between

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

and

City of Ontario

**July 1, 2023
Through
June 30, 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

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/EMS Coordinator
Fire Captain - 40 hr/Training Officer

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 and be able to maintain seal of SCBA mask in compliance with annual FIT testing.
- 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 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 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 Staffing

- A. The Fire Department will continue the minimum staffing 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 56 shift personnel.

- B. This minimum staffing will be adjusted automatically as new stations and equipment are added. The minimum staffing may drop at the Department's discretion, for known vacancies of three hours or less.
- C. In the event of a disaster, this staffing is suspended.

Article 10. Compensation

Section 10.01 Salary

- A. Effective July 2, 2023, employees within the unit will receive a 9% increase in base salary.
- B. Effective July 14, 2024, employees within the unit will receive a 3% increase in base salary.
- C. Effective 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.
- D. Effective 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. 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

- 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.
- B. 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.
- C. 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.
 - D. 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.
 - E. 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.
 - F. 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.
 - G. 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.
 - H. Fire Investigator Supervisor Education - Investigator Supervisors – 56 hour or Fire Investigation Supervisors – 40 hour, holding the rank of Firefighter or Fire Engineer, 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 Investigation Supervisors – 56 hour or Fire Investigation Supervisor – 40 hour 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.
 - I. Fire Investigation Supervisor Education – Fire Investigation Supervisor – 56 hour, holding the rank of Fire Captain and assigned to a shift schedule, who obtain a Fire Investigator certification (formerly Fire Investigator I and Fire Investigator II) issued by the California Office of the State Fire Marshal will receive 10% above the Investigation Supervisor – 56 hour base pay. Fire Captains who possess a Company Officer

certification and are assigned to either the 56-hour or 40-hour Fire Investigator Supervisor position shall continue to receive the Professional Development Incentive outlined in Section 10.04.

Or:

In lieu of eligibility for the above referenced Investigation Supervisor Education compensation, a Fire Investigation Supervisor – 56 - hour, holding the rank of Fire Captain, will be eligible to receive Supervisory Paramedic Duty Assignment compensation as outlined in Section 10.03 (B), provided that the employee meets stated eligibility requirements. Employees shall not be eligible for both the Fire Investigation Supervisor Education and Supervisory Paramedic Duty Assignment compensation.

- J. 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.
- K. To be eligible for the skill compensations above, employees must meet the qualifications determined by the Fire Chief.
- L. Administrative Assignment (Fire Staff Premium) – Firefighters assigned to work a 40-hour administrative staff position shall receive 26% of base pay. Fire Engineers assigned to work a 40-hour administrative staff position shall receive 24% of base pay. Fire Captains assigned to work a 40-hour administrative staff position shall receive 20.77% of base pay.
- M. Fire Investigation Supervisor 40-Hour Position Assignment (Fire Staff Premium) – Fire Investigation Supervisor positions, excluding those holding the rank of Fire Captain 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:

Degree	Incentive Amount
Associate of Arts (AA)	\$150 / month
Bachelor of Arts or Bachelor of Science BA/BS)	\$250 / month
Master of Arts or Master of Science (MA/MS)	\$350 / month

- 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).
3. Professional Development Incentive – Employees in the classification of Fire Captain who continue their education and obtain a Company 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 placed 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	2023
Employee	\$766.14
Two-party	\$1528.94
Family	\$1989.29

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.
2. 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**

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 Tier 1 Retiree Medical Benefits.
2. 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.
3. 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.

4. 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 t, 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 - Shift Employees

- 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.

Section 15.03 Paid Holidays Non-Shift Employees

- A. For non-shift employees, any holiday listed in provision 5.01(A) which falls on Sunday shall be observed on the following Monday.
- B. Any employee who is required to work on a holiday shall receive 1½ times the normal hourly rate.
- C. Any holiday which falls on an employee's regular day off shall be compensated as straight compensatory time. The employee shall receive straight compensatory time or pay equal to their regularly scheduled workday, not to exceed 10 hours per holiday. For the purposes of this section, hours banked as compensatory time may be used as paid time off consistent with the department's time off procedures. An employee's compensatory time off balance may not exceed 240 hours. Any employee moving to from a non-shift position to a shift position, shall be paid the remaining balance of unused compensatory time at their hourly rate prior to the move to the shift position.

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	144
4	152
5 – 9	160
10 – 14	200
15 – 19	208
20 – 24	216
25 – 29	224
30+	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.
- 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.

Section 17.07 Workers Compensation

Workers' Compensation will be administered in accordance with applicable State law. An employee who either exhaust their allowable paid leave time under Labor Code Section 4850, or is not eligible for such time, shall be eligible to apply for temporary disability provided that the employee remains disabled due to work-related injuries and the City is unable to provide a temporary accommodation. If approved for temporary disability the employee must augment their temporary disability payments by utilizing a minimum of fifteen (15) hours of accrued time off each pay period to maintain their employer paid benefits. The employee must exhaust all applicable vacation and sick leave prior to taking unpaid leave. Such unpaid leave is subject to approval.

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.


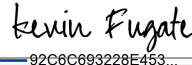
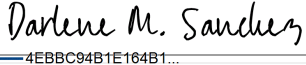
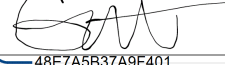
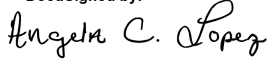
Article 21. Duration and Implementation

- A. This MOU shall upon ratification by both parties become effective July 1, 2023, and will remain in full force and effect up to and including June 30, 2027.
- B. 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.

ONTARIO FIREFIGHTERS ASSOCIATION

07/01/2023 – 06/30/27

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 June 2023.

City of Ontario		Ontario Firefighters Association Local 1430 I.A.F.F	
DocuSigned by:  <small>943ADB3C46DD448...</small>	01/22/2024	DocuSigned by:  <small>92C6C693228E453...</small>	01/09/2024
Scott Ochoa City Manager	Date	Kevin Fugate President	Date
DocuSigned by:  <small>4EBBC94B1E164B1...</small>	01/16/2024	DocuSigned by:  <small>48E7A5B37A9F401...</small>	01/09/2024
Darlene Sanchez Assistant City Manager	Date	Geoffrey Trapani Vice President	Date
DocuSigned by:  <small>5893E8D2DCC94E6...</small>	01/10/2024		
Angela C. Lopez Executive Director Human Resources / Risk Management	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