

## **Amendment to the 2023 – 2027 Memorandum of Understanding Between the City of Ontario and Ontario Professional Firefighters Association**

The City of Ontario and the Ontario Professional Firefighters Association (OFFA), Local 1430, I.A.F.F. (Association) agree to modify Section 9.02 of their Memorandum of Understanding (MOU) and add a new Section 9.03 (MOU) for the period for an eighteen (18) month period commencing upon the completion of timekeeping system configuration and payroll testing (planned for February 2024). The City and the Association will review the City's findings from the analysis of the evaluation factors listed below. The City's and the Association's mutual agreement to continue this program will be communicated to the Association Members no later than seventeen (17) months following the pilot program start date. In order to evaluate this pilot program, the City will consider the following factors: 1) Any related increases in costs, including but not limited to costs of program administration or any increase in overtime cost related to compliance with this pilot program; 2) The overall impact on Fire Department operations, including but not limited to any increased workload on management staff related to accommodating this pilot program; 3) The average accrued time off balances (sick and vacation) for employees relative to their accrual rate at the beginning of the program compared to the average accrued time off balances at the end of the program; 4) The total number of shifts worked each year, during over the last three years, for each employee, paid at the employee's regular rate of pay and the number of shifts of the same paid at the employee's overtime rate. Compared to the total number of shifts worked during the pilot period paid at the employee's regular rate and the number of shifts worked during the pilot period paid at the employee's overtime rate. 5) Any other factors determined by the City to evaluate the intended results and impact of the pilot program.

Members or a designated group of members within 1430 will be responsible for coding overtime being moved to compensatory time for themselves and/or a group or groups of employees, in Telestaff, prior to daily roster finalization by the Battalion Chief. Failure to do so will result in the employee forfeiting the opportunity to elect to move overtime to compensatory time for that shift.

Section 9.02 is modified as reflected with the track changes below:

### **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.

New Section 9.03 is added to the MOU as follows:

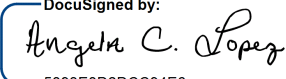
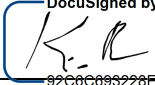
### **Section 9.03 Compensatory Time Off**

Effective January 14, 2024, the parties agree to a pilot program that will allow employees in the unit to accrue compensatory time off in lieu of overtime. This program will automatically sunset

on July 12, 2025 unless the parties agree to extend it or modify it in a subsequent negotiations. The terms of this pilot program are as follows:

1. In lieu of receiving cash payment for overtime, employees may elect the option of accruing Compensatory Time Off at the rate of time and one-half (1½), subject to a maximum accrual of one hundred and forty-four (144) hours.
2. On the last pay day of the calendar year, employees will be paid for all Compensatory Time Off they currently have accrued at their then current regular rate of pay.
3. An employee wishing to use their accrued Compensatory Time Off shall provide the City with reasonable notice of such request pursuant to Department time off procedures. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use Compensatory Time Off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
4. Employees transferred from a shift position to a non-shift position will be paid for all Compensatory Time Off they currently have accrued at their then current regular rate of pay prior to transfer. Employees transferred from a non-shift position to a shift position will be paid for all Compensatory Time Off they currently have accrued at their then current regular rate of pay.

Approved:

<small>DocuSigned by:</small>  <small>5893E8D2DCC94E6...</small>	01/23/2024
_____ Angela C. Lopez, Executive Director Human Resources and Risk Management City of Ontario	_____ Date
<small>DocuSigned by:</small>  <small>82C6C893228E453...</small>	01/23/2024
_____ Kevin Fugate, President Ontario Professional Firefighters Association Local 1430 I.A.F.F.	_____ Date