

## **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 Sections 10.03. E and J, 10.05, 15.01 and 15.02 of their Memorandum of Understanding (MOU) covering the period of July 1, 2023, through June 30, 2027, as reflected below.

The purpose of modifications to Section 10.03 is to clarify the routine nature of the assignment and duties performed when assigned, for compliance with the Public Employees' Retirement Law ("PERL").

The purpose of modifications to Section 10.05 is to comply with the PERL by clarifying that the recognized years of service include years worked in any firefighter classification.

Modifications to Section 15.01 are intended to document designated paid holidays for those employees represented by the OFFA, including Tuesday March 5, 2024 for the California Presidential Primary Election, Tuesday November 5, 2024 for the United States Presidential Election, and Thursday, January 9, 2025, a national day of mourning for President James Earl Carter Jr. as declared by President Joseph R. Biden.

Consistent with Section 15.01 (A) of the MOU, paid holidays shall include "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," and "all statewide election days."

*Section 10.03 of Article 10, subsections E and J, are hereby restated in their entirety to read as follows:*

### **Section 10.03 Skill Compensation**

- E. Heavy Rescue Team Assignment (Heavy/Special Equipment Operator Premium) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain positions routinely and consistently assigned to the Heavy Rescue Team Assignment will receive additional compensation equal to 5.12% of the base salary for Step five of the Fire Engineer classification. Heavy Rescue Team Assignment compensation is provided in recognition of the requirement for team members to operate heavy and/or specialized equipment on a routine basis during the assignment. Two team members per shift per each three stations shall be maintained.
- J. Aircraft Rescue & Firefighting (ARFF) Assignment (Hazard Premium) – Firefighter, Fire Engineer, and Fire Captain positions routinely and consistently assigned to the ARFF Assignment/Station will receive additional compensation equal to 5.12% of the base salary for Step five of the Fire Engineer classification. ARFF compensation is provided in recognition of the hazardous activities

performed by assigned employees, in order to implement safety procedures through rescue. Eight incentive ARFF positions per shift shall be maintained.

*The first paragraph and second table applicable to Fire Engineers, Fire Investigation Supervisors, and Fire Captains in Section 10.05 of Article 10 are hereby revised in their entirety to read as follows:*

**Section 10.05 Longevity Pay**

Employees who begin the designated year of service shall receive the corresponding longevity pay percentage calculated on their base pay. Employees will receive credit towards the required years of service for professional full-time fire service as a firefighter with the City and 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.

<b>Fire Engineers, Fire Investigation Supervisors &amp; Fire Captains</b>		
Effective Date	Years of Service	Longevity Pay Percentage
January 2006	20	7.5%
	25	15%

*Section 15.01 of Article 15, is hereby restated in its entirety to read as follows:*

**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 Year's Day	January 1 <sup>st</sup>
National Day of Mourning: President James Earl Carter Jr.	January 9, 2025
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12 <sup>th</sup>
Presidents' Day	3 <sup>rd</sup> Monday in February
California Presidential Primary Election	Tuesday, March 5, 2024

Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Admission Day	September 9 <sup>th</sup>
Columbus Day	2 <sup>nd</sup> Monday in October
United States Presidential Election	Tuesday, November 5, 2024
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving Day	Day after the 4 <sup>th</sup> Thursday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>
All Statewide Election Days	
<p>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.</p>	

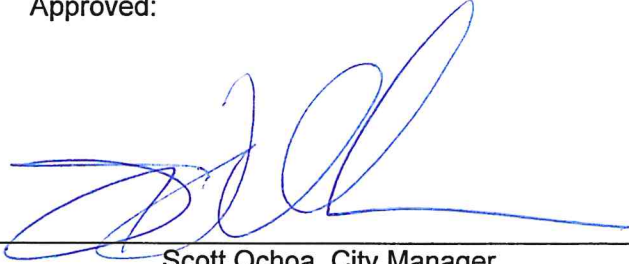
*Section 15.02 of Article 15, is hereby restated in its entirety to read as follows:*

**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. In 2024 there were 17 holidays totaling 204 straight-time holiday hours. Holiday pay compensation shall be provided to employees due to required scheduling for shift positions, which results in shift positions regularly being scheduled on holidays to perform their normal full-time duties.
- B. Holiday pay shall be calculated using an employee's straight-time base pay and regular rate of pay, inclusive of all eligible special compensation items that an employee receives at the time holiday pay is calculated (Longevity Pay, Educational Incentive, and all compensation items under Section 10.03 of this MOU).

- C. 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.

Approved:

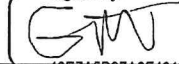


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Scott Ochoa, City Manager  
City of Ontario

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Date

Signed by:  


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Geoffrey M Trapani, President  
Ontario Professional Firefighters Association  
Local 1430 I.A.F.F.

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05/21/2025

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Date