MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Ontario

AND

ONTARIO PROFESSIONAL FIREFIGHTERS ASSOCIATION

Local 1430 I.A.F.F.

CITY OF ONTARIO

July 1st, 2006
THROUGH
June 30th, 2010

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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
FIRE PREVENTION INSPECTOR
FIRE ENGINEER
FIRE CAPTAIN
FIREFIGHTER TRAINEE

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 "Administrative Manual of the City of Ontario" 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.

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 it's 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 his/her 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 his/her 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 his/her 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 his/her 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 Battlion Chief. The memorandum shall be applied to the appropriate Transfer Request form in the Master File Book.