

RESOLUTION NO. 70-22

RESOLUTION OF THE COUNCIL OF THE CITY OF CHICO APPROVING “MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) REGARDING PAY, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR JULY 1, 2021 THROUGH JUNE 30, 2025 (2022 IAFF MOU)”

WHEREAS, the Council has previously recognized the International Association of Fire Fighters (“Union”) as the majority representative of the employees identified in the attached MOU; and

WHEREAS, pursuant to the provisions of Government Code Section 3500 et. seq. and Chapter 2R.72 of the Chico Municipal Code (“Personnel and Employee Representation Rules”), authorized representatives of Union and of the City have met and conferred in good faith concerning matters within the scope of representation; and

WHEREAS, City and Union have memorialized their agreement regarding matters within the scope of representation pursuant to the above referenced code provisions in the “MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING PAY, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR JULY 1, 2021 THROUGH JUNE 30, 2025 (2022 IAFF MOU);” and

WHEREAS, all current negotiated items have been incorporated into the 2022 IAFF MOU; and

WHEREAS, City and Union have executed the 2022 IAFF MOU and the City Clerk has made copies of the 2022 IAFF MOU available to this Council for its consideration; and

WHEREAS, this Council has reviewed the 2022 IAFF MOU and finds that it should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chico as follows:

1. The 2022 IAFF MOU is hereby approved and supersedes in all respects any and all terms and provisions of all prior resolutions and memoranda of understanding between City and employees represented by Union, except to the extent that any term or provision of this 2022 IAFF MOU expressly provides otherwise.

1           2.       The City Manager is hereby authorized to make appropriate adjustments to the current  
2 and 2022-23 Annual Budgets, to City's Administrative Procedure and Policy Manual, and such other  
3 rules and regulations of City as may apply, and to perform all other acts necessary to implement the  
4 terms and conditions set forth in the 2022 IAFF MOU.

5           THE FOREGOING RESOLUTION WAS ADOPTED by the Council of the City of Chico at its  
6 meeting held on Nov. 1, 2022, by the following vote:

7 AYES: Bennett, Brown, Morgan, Tandon, Reynolds, Coolidge

8 NOES: None

9 ABSENT: O'Brien

10 ABSTAIN: None

11 DISQUALIFIED: None

12  
13 ATTEST:

14 

15 Deborah R. Presson, City Clerk

APPROVED AS TO FORM:

16 

17 Vincent C. Ewing, City Attorney\*

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28  
\*Approved pursuant to The Charter of the  
City of Chico §906 (E)

**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING  
WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 THROUGH JUNE 30, 2025  
(2022 MOU - IAFF)**

Pursuant to California Government Code Section 3500 et seq., the City Manager, and/or a designated representative, of the City of Chico ("City") and the International Association of Fire Fighters Union Local 2734, AFL-CIO ("IAFF") have met and conferred in good faith regarding various items relating to wages, hours and other terms and conditions of employment for the employee unit represented by IAFF.

As a result of the aforementioned meetings, City and IAFF have reached agreement as provided in this Memorandum of Understanding ("MOU") pursuant to California Government Code Section 3505.1.

ORGANIZATION AND CONTENTS. This MOU is divided into the following sections:

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Exhibit “A” - Fire Department Job Titles Covered by MOU

Exhibit “B” - Basic Pay Plan

Exhibit “C” - Vacation Accrual Schedule

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## **SECTION 1. GENERAL PROVISIONS DEFINITIONS.**

### **1.1 DEFINITIONS**

**A. All Terms.** Except as otherwise provided herein, all words used in this MOU shall have the same meaning as set forth in the Charter of the City of Chico, the Chico Municipal Code, the City of Chico Personnel and Employee Representation Rules (“PERR’s”), the City of Chico Administrative Procedure and Policy Manual (“Administrative Procedure”) and in California Government Code Section 3500 et seq., (Meyer-Milias-Brown Act).

#### **B. Exceptions.**

**1. City.** As used herein, the term "City" is defined as either the City of Chico, or the City Manager, or any Department Head and/or Officer thereof acting on behalf of the City of Chico, or the City Manager, with regard to the provisions of this MOU.

**2. Employee.** As used herein, the term "Employee" shall mean permanent, full-time employees of the Fire Department who are covered by this MOU.

**3. Fire Chief.** As used herein, the term "Fire Chief" shall mean the Fire Chief of the Chico Fire Department or a designated representative.

**4. Fire Department.** As used herein, the term “Fire Department” shall mean the property and budget related items of The Chico Fire Department, separate from matters related to “City”.

**5. Pay.** As used herein, the terms "pay" and "wages" shall have the same meaning.

**6. Regular Hourly Rate.** Regular Hourly Rate shall mean an hourly rate calculated by summing all non-overtime and non-out of class pay for the bi-weekly pay period, with the specific exception of Holiday Pay as defined in Section 2.5.C.1, and dividing the total by 112 for Employees assigned to a fifty-six (56) hour work week, and by 80 for those employees assigned to a forty (40) hour work week.

### **1.2 EFFECT OF MEMORANDUM.**

**A. Regarding Annual Budget(s) and Administrative Procedure and Policy Manual.** If any provisions of the current City of Chico Annual Budget and the Administrative Procedures are

inconsistent with any of the provisions of this MOU, the provisions of this MOU shall prevail and shall, upon approval by the City Council, supersede said other inconsistent provisions.

**B. Regarding Federal, State or City Laws, Rules or Regulations.** Unless otherwise specifically provided for herein, this MOU shall not affect or supersede the City Charter, the Chico Municipal Code, the PERR's, or any other rule or regulation promulgated thereunder. Further, this MOU shall not affect any Federal or State statute.

**C. Regarding Fire Department Operating Procedures/Policies.** The City agrees to provide the Fire Floor with fourteen (14) days' notice regarding any changes to Fire Department Operating Procedure and/or Policy that may affect terms and conditions of employment.

### **1.3 RECOGNITION; DUES DEDUCTION.**

**A. Recognition.** City recognizes IAFF as the majority representative of Employees of the City holding the job titles as set forth on the attached Exhibit "A", pursuant to and subject to the decertification provisions of the PERR's. This recognition supersedes any previous recognition.

**B. Union Dues Deduction.** City agrees to deduct Union dues from Union members' pay during each bi-weekly pay period of each month in accordance with City's PERR and City's AP&P No. 13-11. In accordance with City's PERR, City will pay such dues monthly to Union on or before the fifteenth (15th) day of the month immediately following the month in which the dues were deducted. Employees who authorize dues deduction through completion of a Dues Authorization Form shall be required to maintain Union membership and dues authorization. Provided, however, during the last full pay period prior to July 31 of the calendar year, Employees will have the opportunity to withdraw from Union membership and their dues-paying obligation. Employees, including new Employees, may elect to become Union members at any time, and their commitment to participation shall be subject to the provisions of this Subarticle 1.3.

**C. Dues Deduction Discrepancies.** Union agrees to indemnify, defend, and hold City harmless against any claims made and any suits filed against City resulting from the deduction of Employee Union dues. In addition, Union agrees to refund forthwith to City any amounts paid to Union in error upon presentation of supporting evidence. Finally, City shall not be held responsible to either

Employees or to Union for errors made in collecting dues or for the collection of dues from Employees declining payment of same.

**D. Dues Deduction Discrepancies.** Union and City agree that the City will notify the union via email, to the Labor Relations Representative and the Union Office Manager, the time, date, and location of the New Employee Orientation, including the number of bargaining unit employees anticipated to be in attendance at least ten (10) calendar days prior to new hire orientations being held.

The City will allow the Union representative thirty (30) minutes to meet with new employee(s) at either the opening or closing of the new employee orientation. City representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

The City agrees to release time for one current employee to attend these meetings and for travel time to and from the orientation. The Union will provide the City with the name of the representative at least give (5) calendar days prior to the orientation.

**Information Provided.** Via digital file (e-mail), the City will as soon as possible, but within no more than thirty (30) calendar days of hire, provide the Union with the following information regarding the new employee:

Name	Job Title
Department	Work location
Home Address	
Work, home, and personal cellular telephone numbers (as available)	
Personal email addresses on file with the employer (as available)	

The City shall also provide the Union this same information, via digital file (Microsoft Excel, or the equivalent), on all bargaining unit members on a quarterly basis.

Notwithstanding the foregoing, limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold the disclosure of the employee's:

Home Address	Home Phone Number
Personal Cellular Phone Number	Personal email address

#### 1.4 TERM.

**A. Term.** Unless otherwise specifically provided for herein, all of the terms, conditions, and provisions of this MOU shall be effective for the period of July 1, 2021, through June 30, 2025. Such term shall remain in full force and effect; however, such terms, conditions, and provisions shall only be applicable to those Employees who are employed on and after the date that this MOU is approved by Council. This MOU supersedes and replaces in all respects the terms, conditions, and provisions established in all prior MOUs.

**B. Renewal or Termination.** This MOU shall be renewed automatically from year to year after the original term unless either party shall give to the other party written notice of its desire to terminate this MOU, or unless either party gives written notice of its desire to modify or amend this MOU, in which case the terms, conditions, and provisions of this MOU shall continue in effect until such time as such modifications or amendments are approved by Council. Written notice of termination shall be given to the other party on or before March 1 of the year preceding the scheduled termination date of this MOU, unless otherwise agreed between City and IAFF.

**C. Written Notice for Initiation.** City and IAFF agree to begin successor MOU negotiations no later than March 1, unless otherwise agreed between City and IAFF.

#### 1.5 REOPENERS.

**A. No General Reopeners.** During the term of this MOU, City and Union agree that Union may have one reopener regarding pay and/or benefits. Said reopener may commence as of January 1, 2024; any agreement reached, however, will not take effect sooner than July 1, 2024. If this limited reopener results in an agreement, City and Union agree that this limited reopener has been used. If this limited reopener does not result in an agreement, City and Union agree that this limited reopener shall remain available. Union may initiate the limited reopener by providing thirty (30) days written notice in advance of the requested meeting date to the City, unless otherwise agreed between City and Union. The City and Union further agree that Union's rights to reopen this MOU does not give the City the right to seek compensation or benefit decreases from employees represented during the term of MOU.

**B. Increase in Certain Insurance Premiums.** In the event that the premium rates for the medical and dental insurance plan, the vision insurance plan, or the long-term disability insurance plan

increase during the term of this MOU, the City's contribution level may be reopened, at the request of either the City or IAFF.

**C. City's Fiscal Condition.** IAFF acknowledges that City's fiscal condition will be a factor in City's agreement to future changes to this MOU. City agrees to provide revenue and expenditure information as requested by IAFF and to provide review meetings, as needed.

**1.6 WAIVER OF OBLIGATION TO MEET AND CONFER DURING THE TERM OF MOU.**

City and IAFF acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet and confer, and that understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are set forth in this MOU.

Therefore, City and IAFF, subject to the exceptions contained herein, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to or covered in this MOU. With respect to any subject or matter not specifically referred to or covered in this MOU, in the event that either party desires to meet and confer or consult in good faith during the term of this MOU regarding such subjects or matters, the parties hereto agree to abide by Government Code Section 3500 et seq., relating to obligations to meet and confer in good faith.

**1.7 NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY.**

**A.** City and IAFF mutually agree to respect the Employee rights as set forth in the PERR's, which rights include the right of membership in an employee organization without discrimination on the part of the City. City further agrees not to discriminate against any officer of the IAFF because of any of such officer's legal and legitimate employee organization activities.

**B.** IAFF agrees to abide by the City's Equal Employment Opportunity Plan as set forth in the PERR's and California Government Code Section 12940, as amended.

**1.8 SEVERABILITY.** If any provision of this MOU is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this MOU, and such provisions shall continue to remain in full force and effect.

**1.9 MODIFICATION OF ADMINISTRATIVE PROCEDURE OR PERR PROVISIONS BY CITY.** During the term of this MOU, City agrees not to eliminate, modify or amend any Administrative

Procedure or PERR provision which affects any provision of this MOU without prior agreement of IAFF.

**1.10 LETTER AGREEMENT FOR VARIATION OF PROVISIONS.** It is recognized that occasions may arise during the term of this MOU when it is to the mutual benefit of City and IAFF to vary from the strict adherence to this MOU's provisions. On such occasions, those provisions may be temporarily changed, modified, suspended, or otherwise varied from upon the voluntary and mutual agreement of the Parties hereto as evidenced by a letter agreement signed by City Manager, on behalf of City, and by IAFF Representative, on behalf of Employees. Each such letter agreement shall temporarily modify this MOU, as to its term, conditions, provisions, and requirements, for the stated purpose(s) and duration as set forth in the letter agreement.

## **SECTION 2. PAY.**

### **2.1 BASIC PAY PLAN**

**A. Established.** A Basic Pay Plan shall be established consisting of pay ranges to which each applicable job title shall be assigned. A pay range shall consist of one (1) Entry ("X") step and seven (7) pay steps. For each of said steps there shall be established an hourly pay rate and said steps shall be entitled Entry ("X") Step, "A" Step, "B" Step, "C" Step, "D" Step, "E" Step, "F" Step, and "G" Step. For employees hired after date of adoption of this MOU, a Pay Range shall consist of fourteen (14) Pay Steps. Each of the fourteen (14) steps shall have an hourly Basic Pay Rate and shall be titled as Steps A – N. Said Pay Plan is set forth on the attached Exhibit "B."

**B. Assignment to Ranges.** Employees shall be assigned to hourly pay rates within the ranges of said Plan by applicable job title in the manner set forth on the attached Exhibit "B."

**C. Step Progression.**

**1. Conditioned Upon Performance.** Except as otherwise provided for hereinbelow, progression through Steps Entry ("X") through "N" of said pay ranges in said Plan for said job titles shall be subject to and conditioned upon the Employee achieving at least a "Fulfills Job Requirements" Summary Performance Rating on the Employee's "Employee Performance Report"



("satisfactory completion") for each of the time periods required to progress in the Pay Plan range, in accordance with the time sequence of progression set forth below.

**2. Period of Service for Progression.** Periods of service for progression through Pay Steps are applicable to job titles listed in Exhibit "A." Progression from Pay Step "X" to Pay Step "A", on the seven-step pay plan, shall require a six (6) month period of service in Pay Step "X". Progression from Pay Step "A" to Pay Step "B", on the fourteen-step pay plan, shall require a six (6) month period of service in Pay Step "A." Progression through all other Pay Steps shall require a twelve (12) month period of service in the prior Pay Step. City may hire an individual in a Pay Step other than Pay Step "X" in which case the abovementioned progression through Pay Steps shall apply.

**3. Effective Date of Progression.**

**a. Anniversary Date Defined.** An Employee's anniversary date shall be the date that the Employee is eligible for the "A" Step in the case of an Employee originally appointed at the "X" Step or, in the instance of a promotion or employment in other than the "X" Step, one year after the date of such employment or promotion.

The period of service for progression for an Employee whose probationary period has been extended for any reason shall be extended to match the extension of probation.

**b. Effective Date of Progression.** Employees meeting the satisfactory completion requirements herein above shall be advanced to the next applicable pay step effective on the first day of the bi-weekly pay period which includes such Employee's anniversary date.

**D. Pay Range Increases.**

**1.** Effective the first pay period after ratification and approval, the City shall provide a five percent (5%) General Salary Increase (GSI) to IAFF members as specified in Exhibit B, retroactive to September 11, 2022.

**2.** Effective July 1, 2023, the City shall provide a five percent (5%) GSI as specified in Exhibit B.

**2.2 PROMOTIONS - EFFECT ON PAY.** Those Employees, unless otherwise specified herein, who are promoted from one job title in the competitive service to another job title assigned to a higher Pay Plan range, shall be assigned to a pay step within the range assigned to the promotional job title so as to receive at least a five percent (5%) pay increase.

**2.3 COMPUTATION OF PAY - UPON EMPLOYMENT AND TERMINATION.** Employees who commence or terminate employment other than at the end or beginning of a pay period shall be compensated only for the actual hours worked during such pay period.

**2.4 OVERTIME PAY.**

**A. Method of Earning Overtime.** Employees performing work in excess of their normally assigned work shift, work week or on their regularly scheduled day off, except as provided in subsection 5 below, shall be granted overtime in accordance with the following schedule:

<u>Overtime Worked</u>	<u>Overtime Earned</u>
Less than 8 minutes	0
8 min. but less than 45 min.	one-half hour
45 min. but less than 1 hour	one hour
1 hour or more	hour-for-hour basis subject to fractional increments as set forth above.

**B. Method of Compensation.**

1. All overtime worked by Employees shall be compensated by City by payment at one and one-half (1-1/2) times the Employee's regular hourly rate of pay for the pay period in which position in which said overtime is earned.
2. All overtime earned by Employees within a pay period shall be paid at the same time as payment is made for regular pay earned within said pay period.
3. An Employee terminating from the service of the City for any reason shall be paid for accrued overtime at the rate of pay set forth in Section 2.4.B.1 above. Such payments shall be made in conjunction with and included in the Employee's final paycheck.
4. All Fair Labor Standards Act overtime earned by Employees shall be paid after the end of the 24-day work period.

**C. Compensating Time Off in Lieu of Overtime Payment.** Employees working overtime may accrue Compensating Time Off (CTO) in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

1. Such CTO shall be accrued at the rate of one and one-half hours for each hour of overtime worked.

2. The maximum amount of CTO that may be accrued and utilized shall be limited to two hundred and forty (240) hours at any given time.

3. CTO is encouraged to be utilized or paid for within the calendar year in which it was earned. Any CTO remaining credited to the Employee on December 31 may be paid, upon written request to the Finance Department. By December 15<sup>th</sup> of each year, employees may request payment for part or all of unused CTO accrued in the following year. When requested, such payment shall be made on the Employee's first paycheck in December of the following Calendar year. Payment for such hours will be made at the regular Pay rate in effect at the time of payment.

4. Approval for use of CTO shall be given by the Fire Chief or a designee in accordance with one or both of the following:

a. At the beginning of the work shift during which such CTO would be used after a determination has been made that there are sufficient on-duty Employees available to cover such work shift.

b. Scheduled in advance, in a manner similar to the scheduling of vacation, and subject to the same restrictions and conditions which exist on the scheduling of vacation.

**D. Exclusions From Overtime Accrual/Payment - Employees Working In Management Positions.** Employees who are either temporarily promoted to a FLSA exempt management position or who are assigned to work out of class in a management position shall be excluded from receiving overtime payment and in lieu thereof shall receive a prorated amount of administrative leave pursuant to the Annual Budget approved by ordinance of the City Council.

**E. Calculation of Employee Eligibility for Additional Overtime Payable Under the Provisions of the Fair Labor Standards Act.** For the purposes of calculation of Employee eligibility to additional overtime compensation required under the Fair Labor Standards Act (FLSA) which is in excess of that provided for in this MOU, use of accrued leave, including sick leave, vacation leave, floating holiday, compensating time off, bereavement leave, childbirth/adoption leave, and any other paid leave which may subsequently be agreed to, shall be considered hours worked for the purposes of calculation of eligibility for FLSA overtime payments. The effect of this change will be to generate eligibility for FLSA overtime payments in every FLSA period for all active Employees who are regularly assigned to a 56 hour week.

**F. Agreement Regarding Calculation and Payment of FLSA Overtime Pay.** City and IAFF agree that the FLSA regular hourly rate shall be calculated in a manner consistent with the definition of regular hourly rate established in Section 1.1.B.5, with the addition of out of class pay, and other supplemental pays required by law, as applicable.

## **2.5 OTHER PAY.**

**A. Call-Back Pay - Minimum Hours.** Employees who are called back to work from an off-duty status shall be paid for in accordance with the provisions of this MOU relating to overtime. Call-back time shall be calculated as follows:

1. Non-emergency (scheduled) call-back time shall be compensated with a minimum of three (3) hours of overtime at a rate of one and one half times (1.5x) the rate paid in accordance with the provision of this MOU. The call back time shall begin at the time the Employee reaches the job site or a City fire station, as may be appropriate for handling the assignment, and shall end at such time as the Employee completes the call-back assignment and leaves the job site or the fire station to return to his or her place of residence. In the event that the Employee is assigned to one or more additional call-back tasks during the course of completing the initial call-back job task, call-back time shall end at such time as the Employee completes the final job task and leaves the job site or the fire station to return to such residence.

2. Emergency call-back time shall be compensated with a minimum of five (5) hours of overtime compensated at a rate of two times (2x) the rate paid in accordance with the provisions of this MOU. The call back time shall begin at the time the Employee is contacted to respond to the emergency, but not longer than thirty (30) minutes prior to the time the Employee reaches the job site or a City fire station, as may be appropriate for handling the assignment, and shall end at such time as the Employee completes the call-back assignment and leaves the job site or the fire station to return to his or her residence. In the event that the Employee is assigned to one or more additional call-back tasks during the course of completing the initial call-back job task, call-back time shall end at such time as the Employee completes the final job task and leaves the job site or the fire station to return to such residence. An Employee contacted to respond to an emergency who does not respond within thirty (30) minutes shall not be eligible for call-back overtime pay unless the duty officer directs the Employee to

remain on the job, in which case call-back shall begin thirty (30) minutes prior to the time the Employee reports to the job site.

3. It is understood that the rate of compensation for Emergency or unscheduled call-back time (2.5.A.2.) is a new concept negotiated in an effort to increase Emergency call back response. This language shall be in place for eighteen (18) months. At such time, the Emergency call back response will be evaluated. If sixty percent (60%) of the Emergency call back requests are responded to (meaning, a fully staffed engine company), the provision shall remain in effect. In the event that the response rate to Emergency call back requests are less than sixty percent (60%), the new provision for a minimum of five (5) hours of double time compensation will sunset, and compensation will resort to the rate established in non-emergency (scheduled) call back pay. In the event the response rate to Emergency call back requests are less than sixty percent (60%), both parties agree to meet and confer to discuss alternative solutions.

**B. Educational Incentive Pay (EIP).**

1. **Established.** Employees who qualified for the EIP on or before June 30, 1989, shall be eligible to continue receiving such EIP at the levels established below. Employees hired on or after August 7, 1990, shall not be eligible to receive EIP; however, such Employees shall be eligible to participate in the City's Education Reimbursement Program, pursuant to Administrative Policy and Procedure (AP&P) 15-5, as amended.

**2. Qualifying Educational Program Areas.**

a. Certificate of Achievement in Fire Science, requiring a minimum of thirty-two (32) semester units to complete, from an accredited college or university.

b. Associate in Arts Degree in a Fire Science major, or an equivalent of sixty (60) semester units in a Fire Science major from an accredited college or university, and forty (40) semester units of which shall be in Fire Science related courses.

c. A Bachelor's Degree from an accredited college or university in one of the following educational program areas:

1. Business Administration
2. Fire Science or Fire Administration

3. A professional engineering program in chemical engineering, civil engineering, electrical engineering, or mechanical engineering.

4. Public Administration

5. Political Science

**3. Incentive Pay Levels; Accreditation of Credits and Required Grade Point Average.** Employees fulfilling the requirements of the EIP shall be entitled to receive the following additional pay, over and above the Basic Pay rate established in Exhibit "B," Additional pay shall be based on the highest level achieved.

a. Certificate of Achievement in Fire Science - \$25.00 per month.

b. Associate of Arts Degree or the equivalent of sixty (60) semester units - \$50.00 per month.

c. Bachelor's Degree - \$75.00 per month.

Subject to the exclusions set forth below, all said degrees and/or equivalent semester credits shall be deemed qualifying if granted by an educational institution accredited by a Regional Accreditation Association or Specialized Accreditation Agency. In all cases, eligible Employees shall have attained a grade point average of "C" in any qualifying credit earned.

**4. Exclusions - Educational Reimbursement.** It is hereby understood and agreed that Employees receiving EIP additional pay shall not be eligible for educational reimbursement payments as authorized by AP&P 15-5, as amended.

**C. Out of Class Pay.**

1. City agrees to compensate Employees for those times which said Employees must work in a job title which is assigned to a higher pay range than the job title the Employee normally fulfills. Therefore, those Employees assigned to work in a higher job title shall be compensated at the same step, in the out of class position, as that of their current position.

2. An Employee assigned to work out of class in a Fire management position for longer than thirty (30) consecutive calendar days may request to negotiate with the City to receive a higher out of class pay rate for any additional time worked in the out of class management assignment.

Employees assigned by the Chief to work out of class as a Battalion Chief shall continue to be eligible for a four percent (4%) Specialty Assignment pay during the term of the out of class assignment.

3. To qualify for out of class compensation, the Employee must be assigned by the Fire Chief or a designated representative to a higher paid job title. Said pay shall continue until said Employee has been reassigned to a permanent position.

**D. Special Assignments.**

1. **Established.** The Special Assignments of Hazardous Materials Team Member, Shift Inspector, Rescue Team Member, Fire Investigation (FIT) Team Member, SCBA Technician, Fire Training Captain and Critical Incident Stress (CIS) Team Member are hereby continued as of the effective date of this MOU.

2. **Assignment.** Employees who are assigned by the Fire Chief to the established Special Assignments shall be additionally compensated as provided hereinbelow. Nothing herein shall be interpreted to require the Fire Chief to appoint or retain any Employee in a Special Assignment when it is not in the City's interest to do so.

3. **Selection.** The Fire Chief shall notify all Departmental Employees of the availability of an assignment to any of the Special Assignments in a manner in which the Fire Chief deems appropriate. The Fire Chief may then assign Employees only from among those Employees who have volunteered provided that the Fire Chief will notify those Employees not selected.

4. **Length of Assignment.** Employees so assigned serve at the discretion of the Fire Chief and may be reassigned from time to time after a period of one (1) year has elapsed from the date of initial assignment provided, however, that should the Employee's assignment performance be unsatisfactory, the Fire Chief may reassign such Employee prior to said one (1) year period. Said Employee shall not have any standing for or rights to appeal of such decision regarding reassignment.

5. **Job Requirements.** Employees so assigned shall be required to meet the qualifications of and to perform the duties of such assignment as set forth on position descriptions developed and maintained by the Fire Chief.

a. City's agreement to establish CIS, DART FIT or Rescue Team Special Assignments, herein shall not be construed as a form of recognition or concession by the City that it is

obligated now or at any future date to meet and confer or consult in good faith concerning the amendment of any job description in the City of Chico Classification Plan with respect to said assignments.

**6. Additional Pay.** Employees who are assigned to identified Special Assignments as set forth above shall be compensated for such assignment by the payments noted below for the duration of such assignment. Such pay shall be in addition to the Employee's basic pay so long as the Employee is assigned to said assignment by the Fire Chief.

**7. Fire Training Captain.** Employees who are assigned as the Fire Training Captain shall work a 40-hour work week.

**E. Special Assignment Pay - Amounts.** Employees assigned to the Special Assignments listed above shall receive additional compensation over and above said Employee's basic pay which shall be included in the Employee's regular hourly rate during the term of such assignment. Additional compensation for Special Assignments shall be defined as either a percentage of the Employee's regular hourly rate as listed below, or as a fixed amount per pay period as established for the Shift Inspector Assignment.

Hazardous Materials Team Member	4%
Rescue Team Member	4%
Critical Incident Stress (CIS) Team Member	4%
Fire Investigation (FIT) Team Member	4%
SCBA Technician	4%
Fire Training Captain	10%

**2.6 PAY FOR EMERGENCY INCIDENTS.** Employees who, in the course of their employment, are away from their official duty station and assigned to an emergency incident outside of City jurisdiction or pre-positioned for an emergency response outside of City jurisdiction, shall be compensated on a portal to portal basis. Portal to portal shall be defined as beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for City response. Employees on such assignments shall be compensated for overtime pursuant to Section 2.4, entitled "Overtime Pay".



## **SECTION 3. EMPLOYEE BENEFITS.**

### **3.1 BEREAVEMENT LEAVE.**

Pursuant to AP&P 13-24.

**3.2 EMPLOYEE ASSISTANCE PROGRAM.** The City agrees to provide counseling services to employees at the City's cost, and each employee shall be entitled to receive benefits in accordance with the provisions of Administrative Procedure and Policy No. 13-15. The City retains the right to annually select the counseling service provider for the ensuing fiscal year in accordance with the City's purchasing system.

### **3.3 HEALTH INSURANCE.**

**A. City Contribution.** Employees shall receive the maximum contribution per month toward the monthly premium rate for the City's Employee group medical and dental insurance plans, as set forth in Exhibit "D" entitled "Medical and Dental Insurance Carriers and Contributions ("Exhibit "D"). IAFF agrees that Employees shall pay any premium costs in excess of the City's maximum contribution.

**B. Health Insurance Review Committee.** City agrees to the continuance of the previously established Health Insurance Review Committee consisting of a designee from the Human Resources and Risk Management Office, who shall coordinate the Committee, and two representatives from each City employee group. The purpose of the Committee is the ongoing review of the City's medical, dental and vision plans and the making of recommendations to the City Council, City Manager and the respective employee groups regarding plan providers, benefit levels, and plan services. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. The primary responsibility of the Committee is to select plan providers who offer the best plan, when considering collectively, plan services, benefit levels and plan premiums. The payment of plan premiums is not a responsibility of the Insurance Review Committee. Determination of who pays plan premiums will be handled during the MOU negotiation process with each represented and unrepresented bargaining unit. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours nor shall such employees

receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information necessary to carry out its purpose.

**C. Approval of Future Plan Changes.**

1. Notwithstanding any provision of this subsection to the contrary, IAFF agrees that future changes from the established medical and dental insurance plan or premium structure to a different plan or premium structure shall be approved by a majority of those City employees covered by the plan who vote on such changes.

2. The Health Insurance Review Committee established herein above shall review and recommend to the City Council those proposed changes to the plan or premium structure to be voted upon by the employees pursuant to this paragraph 3.3.C.2. The proposed changes reviewed by the Committee may be initiated by the Committee, by City employee organizations or groups, or by the City, by and through the City Manager. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council.

Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, IAFF agrees to meet and confer with City, upon City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, no agreement has been reached on the City's proposal, City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

**3.4 HOLIDAYS.** Employees assigned to a forty (40) hour per week assignment shall not receive Holiday Pay as provided for in Section 2.5.C above, but for the term of such assignment shall be eligible for Holiday Pay for the following established City holidays: January 1 (New Year's), third Monday in January, third Monday in February, last Monday in May, July 4, first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 24 (Christmas Eve), December 25 (Christmas), and such other days as may be proclaimed by the City Council as public holidays. These holidays constitute the entire and exclusive list of legal holidays observed by the City. In observing such holidays, the following procedures shall be utilized:

- A. Holiday – Sunday.** When a holiday falls on a Sunday, the following Monday shall be observed.
- B. Holiday – Saturday.** If a holiday falls on a Saturday, time off or pay shall be granted at the discretion of the City Manager provided that sufficient funds have been appropriated in the Annual Budget for payment of holiday pay. If time off is granted for Christmas Eve, the holiday shall be observed on the Employee's last regular work day prior thereto.
- C. Christmas Holiday – Monday.** Should the Christmas and New Year's holidays fall on a Monday, the Christmas Eve holiday shall be observed on the Employee's last regular work day prior thereto.
- D. Holiday – Regular Day Off.** If an Employee's regular days off are other than Saturday or Sunday, and the holiday falls on such day, time off or pay shall be granted, at the discretion of the City Manager provided that sufficient funds have been appropriated in the Annual Budget for payment of holiday pay.
- E. Compensation for Holidays Worked.** Those City Employees who are required to be on duty on holidays shall be compensated by granting of time off or pay at the discretion of the City Manager for the hours worked on said holiday provided that sufficient funds have been appropriated in the Annual Budget for payment of holiday pay.

Employees who have been granted time off in observance of a holiday and who are subsequently required to work as the result of an emergency shall be additionally compensated on an hour-for-hour basis at their regular hourly rate of pay.

**F. Holiday Pay in Lieu of Observing.**

1. In lieu of receiving time off for the holidays observed by the City, Employees assigned to a 56 hour week shall receive 10.15 hours of pay at their regular hourly rate each bi-weekly pay period or fraction thereof during the term of their employment. The number of hours to be paid is calculated as the number of City holidays (eleven) times 24 hours (one day) for a total of 264 hours of pay per year. For the convenience of the Employees and the City, such pay is spread evenly over the year through bi-weekly payment of the 10.15 hours of pay. Such payment shall be made at the Employee's regular hourly rate of pay. If the City Council declares a holiday in addition to those holidays normally observed by City, an additional payment of twenty-four (24) hours of pay shall be

made to Employees for the pay period in which the additional holiday falls. Employees assigned to a forty (40) hour per week assignment shall not receive such holiday pay

### **3.5. LEAVES OF ABSENCE.**

**A. Leave Without Pay.** Employees shall be entitled to apply for and take leave of absence without pay in conformance with the provisions of City Administrative Policy and Procedure 13-24, entitled "Leaves of Absence," as they are in effect at the time the request is made.

**B. Leave With Pay - Birth or Adoption of Child.**

**1. Amount; When Taken.** In the event of the birth of an Employee's child or adoption of a child by an Employee, such Employee shall be entitled to a leave of absence with pay for a period of three (3) consecutive work weeks or six (6) twenty-four hour shifts if they are assigned to a 56 hour work week, and three (3) consecutive work weeks or one-hundred and twenty (120) hours if they are assigned to a 40 hour work week. Such leave shall only be taken within fourteen (14) days after the date of such birth or adoption. An Employee shall be eligible for a single leave period for the event of a birth or adoption, without regard to the number of children involved. The birth or adoption of multiple children at one time shall not create eligibility for more than one birth or adoption leave period

**2. Notification Procedure.** Employees shall notify their department head as soon as possible after such birth or adoption date as to which days Employee will be on birth or adoption leave.

**3.6 DEFENSE OF EMPLOYEE FROM CIVIL ACTIONS OR PROCEEDINGS.** City agrees to defend Employees from civil actions or proceedings in accordance with the applicable provisions of the California Government Code.

### **3.7 LIFE INSURANCE.**

**A. City Contribution.** City agrees to provide Employees with term life insurance in the amount of one times the annual base salary, rounded to the next higher multiple of \$1,000, as set forth in the insurance plan, and the spouse/registered domestic partner and minor children of such Employees with term life insurance in the amount of \$1,500, the full cost of the premium for which shall be paid for by City.

**B. Carrier Identified.** For the purposes of this subsection, the carrier of the life insurance plan referred to herein shall be on file with the Human Resources and Risk Management Office.

### **3.8 LONG-TERM DISABILITY INSURANCE.**

**A. City Contribution.** City agrees to pay to the long-term disability insurance carrier, as defined herein, sixty percent (60%) of the monthly premium cost of the long-term disability insurance plan for each Employee participating in such plan with a minimum contribution of 1% of Employee salary. IAFF agrees that any of its members participating in such plan shall pay the remaining forty percent (40%) of such monthly premium. In the event that the total rate for the plan is less than the one percent (1%) minimum contribution set forth above, the City's contribution shall be the actual premium amount, and Employees shall not be required to make a contribution, nor shall the Employee be entitled to receive any portion of the 1% minimum contribution which is not required to meet the premium cost.

**B. Carrier Identified.** For the purposes of this subsection, the long-term disability insurance carrier for Employees referred to herein shall be on file with the Human Resources and Risk Management Office.

**C. Alternative Long-Term Disability Insurance Program.** City and IAFF agree to continue participation in an alternative long-term disability insurance program for safety employees, which shall be on file with the Human Resources and Risk Management Office, so long as such participation does not financially impact the City's current plan. Notwithstanding anything in Subsection A above to the contrary, City agrees that its share of the premium payment amount shall continue to be equivalent to sixty percent (60%) of the premium payment amount of long-term disability insurance plan identified in Subsection A above, which such amount shall be considered as the maximum City payment, recognizing that the actual premium amount for the alternative plan could be less than such maximum City payment. Should increases or decreases occur in the future premium payment amount for the non-alternative plan, City's maximum premium payment for the alternative plan shall likewise increase or decrease, maintaining the 1% of salary minimum City payment. In the event that an individual Employee's alternative plan premium payment amount is less than the City's maximum premium payment amount, the Employee shall not be entitled to receive the difference between the two.

**D. Payroll and Tax Treatment of Long-Term Disability Insurance Program.** In order to establish the long-term disability insurance premium as a post-tax Employee contribution so that benefits which might be received by Employees would be treated as such for tax purposes, the actual amount of the premium to be paid by the City as provided for above, shall be withheld from Employee

taxable earnings. In turn, the City will pay a bonus to Employees equal to the amount of the Employee premium contribution during the period in which the premium deduction is paid. Such bonus shall not be considered part of the Employee's regular salary for calculation of retirement, life insurance, or any other salary-based benefit, but shall serve only as a mechanism to establish the long-term disability insurance benefit as an Employee-paid benefit for tax purposes.

### **3.10 RETIREMENT PLAN.**

**A. Employees Hired Before January 1, 2013 or Classic Members.** Employees hired before January 1, 2013, or those Classic Members, as defined by CalPERS shall receive the 3% at age 50 retirement formula. Employees covered by this section 3.10.A shall contribute the employee contribution amount established by CalPERS for the 3% at 50 Pension Formula. The required employee contribution as of the date of this MOU was nine percent (9%). The City shall not pay any portion of the required employee contribution.

**B. Employee Contribution.** Employees hired on or after January 1, 2013, who are designated as New Members by CalPERS shall receive the 2.7% at age 57 retirement benefit formula. Employees covered by this section 3.1 O.B shall contribute the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS. The City shall not pay any portion of this employee contribution.

**C. CalPERS Election about Member's Payment of City's Pension Costs.** The parties acknowledge that CalPERS mandates an election of IAFF unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in Section 3.10.D. As soon as practicable after the ratification of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the IAFF bargaining unit and completion of the City's amendment to the CalPERS contract, IAFF unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The IAFF and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in Section 3.10.D.

**D. Employee Cost Sharing of Additional Benefits.** Effective September 26, 2021, **Classic Members**, as defined in 3.10.A, covered by this MOU shall pay, through payroll deduction, an additional three percent (3%) of PERSable compensation towards the City's costs, in addition to the

amounts specified in 3.10.A. and B., toward the normal costs of pension benefits as permitted by Government Code Section 20516, and shall extend beyond the expiration of this MOU. If the contract amendment between the City and CalPERS is not completed as described in Section 3.10.C., the cost sharing, as described in this section, shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first pay period following ratification and approval of this MOU, each bargaining unit member shall pay, through payroll deduction retroactive to September 11, 2022, an additional one percent (1%) of PERSable compensation in addition to previously agreed cost sharing amounts above, with employee cost share totaling four percent (4%) for Classic members and one percent (1%) for PEPRA members.

Effective July 1, 2023, each bargaining unit member shall pay, through payroll deduction, an additional one percent (1%) of PERSable compensation in addition to previously agreed cost sharing amounts above, with employee cost share totaling five percent (5%) for Classic members and two percent (2%) for PEPRA members.

**E. City Contribution.** Except as provided in this Section 3.10, the City agrees to pay the benefit contribution rate as established by the "Contract Between the Board of Administration, Public Employees' Retirement System and the City Council of the City of Chico" currently in effect and to abide by all terms and conditions as established by such Contract so long as the contract exists between City and CalPERS.

**F. Consistency with PEPRA.** It is the intent of the Parties that the terms set forth herein be consistent with the provisions of PEPRA, as it may be amended from time to time. In the event of any inconsistency, the provisions set forth in PEPRA shall prevail.

**G. FICA Implementation.** If during the term of this MOU, the Federal Government mandates public agencies and public employees to participate in the Old Age and Survivors Disability Insurance Program (i.e., Social Security), IAFF and City agree to automatically reopen negotiations within 30 days of City's receipt of such notice from the Federal Government. Such negotiations shall be for the purpose of determining the impact of such mandate on the implementation or continuation of the PERS retirement plan in effect at that time, and any measures which can be taken to mitigate such impact.

**H. Special Compensation.** All specialty pays and special compensation will be reported to CalPERS in accordance with State Law.

### **3.11 SICK LEAVE.**

**A. Accrual - Generally.** Sick leave credit, which commences upon employment of the individual and may be accumulated without limitation, shall be granted to all Employees for non job-connected illness or injury. However, except as otherwise provided herein below, upon termination of the Employee's service to the City, no compensation for accrued sick leave either in time off or pay shall be granted. It is recognized that sick leave utilization is not considered as a right which may be used at the Employee's discretion, but shall be allowed only in case of necessity for actual personal sickness of or injury to the Employee or approved family member, and for medical, dental and vision care appointments.

**B. Accrual Rate.** Employees shall accrue sick leave in the amount of 11.20 hours per month provided, however, that Employees who are assigned to the 40-hour work week shall have such sick leave accrual rate (and accrued sick leave) converted in accordance with the conversion table set forth on the attached Exhibit "E".

#### **C. Utilization.**

**1. Utilization Rate.** Sick leave shall be deducted from an Employee's total amount of accrued sick leave on an hour-for-hour basis. In the event that an Employee utilizes all of his or her accrued sick leave and is still unable to return to work due to illness or injury, such Employee shall automatically be placed on leave without pay, in accordance with the time restrictions set forth in Section 3.5.A. above, unless such Employee advises the Human Resources and Risk Management Office to charge the additional sick time off against the Employee's accrued vacation balance.

**2. Utilization For Illness of Family Members.** An Employee may use accrued sick leave for illness of family members. For purposes of this subsection, family members shall include spouse, registered domestic partner, children, step-children, parents, step-parents and parents-in-law, or other persons as approved by the City's Human Resources and Risk Management Office, for whom Employee is responsible for care.



**3. Notification Procedures.** An Employee who will be off work for illness or disability shall directly and/or personally notify Employee's immediate supervisor in accordance with the appropriate Administrative Procedure.

**4. Job-Related Illness or Disability.** An Employee who is off work as a result of a accepted and proven job-related illness or disability shall not have such time off charged against Employee's accumulated sick leave.

**5. Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement.** Notwithstanding anything hereinabove to the contrary, Employees who are eligible to retire on an ordinary disability retirement pursuant to the Contract with the Public Employees' Retirement System due to a non job-connected illness or injury shall be entitled to utilize any or all of their accrued sick leave prior to the effective date of such retirement from City employment. However, no compensation of any kind or character shall be made for any accrued sick leave which may remain credited to the Employee on or after such effective date.

**D. Upon Service Retirement.** Upon the service retirement of an Employee, accumulated sick leave shall be credited to the Employee's retirement account in accordance with the provisions of the retirement plan referenced in Section 10 above provided, however, should an Employee elect to convert any of such sick leave to cash pursuant to Section 3.11.E hereinbelow, the Employee's retirement sick leave credit shall be reduced commensurately.

**E. Sick Leave Conversion Upon Termination.** Upon retirement or termination in good standing, Employees may convert accrued sick leave to cash in accordance with the following schedule:

<u>YEARS OF CITY SERVICE</u>	<u>MAXIMUM CONVERSION % / \$ AMOUNT</u>
0 - 5 years	0
5 - 10 years	10% / \$1,000
10 - 15 years	25% / \$2,000
over 15 years	50% / \$3,000

**F. Transfer of Sick Leave for Illness of Other City Employees.** Pursuant to AP&P 13-26.

### **3.12 ANNUAL SICK LEAVE CONVERSION PROGRAM.**

A. Under the Annual Sick Leave Conversion Program (Program), Employees may convert limited amounts of accrued sick leave to cash annually based on sick leave earned in the following calendar year in accordance with the following schedule:

<u>SICK LEAVE HOURS USED</u>	<u>MAXIMUM CONVERSION</u>
more than 72 hours	24 hours
more than 48, 72 hours or less	48 hours
more than 24, 48 hours or less	72 hours
24 or less hours	96

B. In accordance with the above schedule, annual payments of limited amounts of accrued sick leave will be calculated as the number of sick leave hours to be converted times the Employee's regular hourly rate, without added overtime or holiday pay.

C. Employees shall not be allowed to convert hours if such conversion results in their accrued sick leave balance falling below 480 hours for a 56-hour work week Employee or 350 hours for 40-hour work week Employees, or if their sick leave usage in the calendar year on which the calculation is based exceeds their annual accrual.

D. The Program shall apply to Employees who regularly work a 56-hour work week. The Program shall also include a proportional benefit for Employees regularly assigned to a 40-hour work week based on the requirement set forth in Subsection A above.

E. By December 15th of each year, employees may request payment for part or all of unused Sick Leave accrued in the following year. When requested, such payment shall be made on the Employee's first paycheck in December of the following calendar year. Payment for such hours will be made at the regular rate of pay, as defined by the FLSA, in effect at the time of payment.

### **3.13 UNIFORMS AND PROTECTIVE CLOTHING.**

A. City agrees to provide the following uniform items to Employees:

1. Uniform shirts (short sleeves).
2. Uniform jacket.
3. Uniform trousers.
4. Black leather belt.
5. Tee shirts.

Such uniform articles may be purchased by Employees with funds budgeted therefore in the Annual Budget of the City, in accordance with the appropriate Departmental purchasing procedures.

**B.** City recognizes its responsibility to provide the safety equipment and protective clothing as required by State law. It is understood and agreed that safety equipment includes uniform boots and/or shoes.

**C.** IAFF agrees that Employees shall provide for maintenance and repair of all uniform items listed in Subsections A and B herein above.

### **3.14 VACATION.**

**A. Accrual Rate and Utilization - Generally.** Employees who have served the City for a period of six (6) months or more shall be entitled to an annual vacation leave with pay. Such vacation leave shall be earned by the Employee in accordance with the schedule set forth in Exhibit "C," entitled "Vacation Accrual Schedule," provided that an Employee, after satisfactorily completing six (6) months of service, shall be credited with vacation leave equal to the amount they would have accrued during a six month period.

**B. Accrual Rate.** Employees assigned to a 56 hour work week shall accrue vacation credit in accordance with the schedule set forth in Exhibit "C". Employees who are assigned to the 40-hour work week shall have such vacation accrual rates (and accrued vacation credits) converted in accordance with the conversion table set forth on the attached Exhibit "E".

**C. Utilization.** Employees may utilize their vacation as it is earned at a time that shall be determined by the Fire Chief or an authorized representative in accordance with the needs of the City and with due regard for the wishes of the Employee, and as specified in the Fire Department Operating Procedure regarding vacation selection which was adopted in 1999, or a mutually agreed to successor procedure.

**D. Maximum Vacation Accrual.** Employees may accrue annual vacation credits to an amount not to exceed the Maximum Accrued Balance in Exhibit "C". Employees shall cease to accrue additional vacation when their accumulated vacation leave balance is equal to the Maximum Accrued Balance identified for their accrual rate. Accrual shall commence again when the balance drops below the maximum.

**E. Effect of Illness or Disability.** If an Employee is authorized to accrue the maximum amount of vacation in accordance with Exhibit “C” and by reason of illness, disability, or Department cancellation of previously scheduled vacation is unable to utilize same, the City Manager, with the recommendation of the Fire Chief, may approve a limited-time waiver of the termination of additional vacation accrual provisions in Section 3.14.D, based on the written request of the Employee.

**F. Effect of Termination of Employment.** Employees who terminate employment, or who are terminated, and who have completed at least six (6) months of service, shall be paid in lump sum for all accrued vacation earned prior to the effective date of their termination. Employees with less than six (6) months of service shall not be paid for any accrued vacation. Said payment shall be determined by multiplying the Employee's regular hourly rate of pay times the number of hours of accrued vacation credited to the Employee at the time of termination.

**G. Effect of Holidays.** IAFF agrees that since all 56 hour week Employees are compensated with 10.15 hours of pay each bi-weekly pay period in lieu of holidays, holidays shall have no effect on Employees' vacation utilization.

### **3.15 VISION INSURANCE.**

**A. City Contribution.** The City agrees to provide Employees with a vision insurance plan which provides vision care benefits, to the Employee only, the full cost of the premium for which shall be paid by the City.

**B. Access for Employee Paid Dependent Coverage.** The City further agrees that an Employee may purchase vision insurance coverage for his or her dependent spouse and/or children, at the Employee's sole cost and expense, through bi-weekly payroll deduction of the additional premium amount.

**C. Carrier Identified.** For the purposes of this subsection, the carrier of the vision insurance plan referred to herein shall be on file with the Human Resources and Risk Management Office.

**3.16 WORKERS' COMPENSATION INSURANCE.** City agrees to provide workers' compensation insurance for all Employees in accordance with the applicable provisions of State law. Employees injured on the job who have been released to less than full duty work (light duty) by their treating doctor, shall return to their regularly assigned work schedule and shift to perform duties as

assigned by the City which are consistent with the medical restrictions established by the Employee's doctor. The location and content of the light duty work shall be determined by City. When not assigned duties at other locations, injured Employees will return to their regularly assigned station. Injured Employees may be required to perform light duty activities consistent with their medical restrictions at any time while on duty in support of emergency responses. At the request of the Employee, with the concurrence of the Fire Chief, a forty-hour light duty work week may be alternatively established.

**3.17 DAMAGE REIMBURSEMENT - PERSONAL CLOTHING/PROPERTY.** City agrees to reimburse Employees a reasonable amount of money for damaged (not lost) personal clothing or property which is damaged during the performance of the Employee's regularly assigned duties. Such reimbursement shall be made in accordance with and subject to the limitations of the provisions of AP&P 13-19.

**3.18 CLASS A/B DRIVER LICENSE FEE**

**A.** City agrees to reimburse each Employee DMV fees for the cost of class A/B driver's license if Employee held class A/B driver's license prior to August 1, 2015 and continues to maintain class A/B driver's license. Note, such reimbursement shall be the difference in cost associated with a Class A/B driver's license fee to that of the class C driver's license fee. A list of eligible employees is maintained in the Human Resources department.

**B.** City agrees to reimburse each Employee's cost for the Firefighter Endorsement associated with a State of California Class C driver license.

**C.** Such reimbursement shall be made only upon obtainment of an initial or renewal of an existing license and/or endorsement, as specified above, and shall require submittal by the Employee of the appropriate fee payment receipts and driver license certification.

**D. MEDICAL EXAMINATION - CLASS A AND CLASS B DRIVER'S LICENSE.** City agrees to provide, at its sole expense, medical examinations required for Employees to obtain or renew a Class A or Class B California Driver's License when such license is required for the performance of such Employees' job duties. Such physical examination shall be performed by a physician selected by City and shall be arranged by the Fire Department. Notwithstanding the provisions of this subsection to the contrary, Employees may utilize a physician other than the physician selected by City provided that:

1. Employee notifies the City's Human Resources and Risk Management Office at least 30 days prior to the expiration date of the Employee's current medical certificate of the Employee's intent to utilize another physician.

2. The examination by Employee's physician be scheduled on or before the expiration date of the Employee's current medical certificate.

3. Employee shall pay any and all costs for such physical examination in excess of the amount City would have paid if Employee had utilized City's physician. In this regard, City will reimburse Employee up to the amount of City's cost upon presentation by the Employee of receipts and/or other evidence of payment for such physical examination acceptable to the Human Resources and Risk Management Office.

4. A complete report of the results of the physical examination performed by the Employee's physician be provided to the Human Resources and Risk Management Office on or before the expiration date of the Employee's current medical certificate.

### **3.19 F.I.C.A. - MEDICARE CONTRIBUTIONS.**

**A. Applicability.** The Federal Insurance Contributions Act (F.I.C.A.) mandates that Employees hired after April 1, 1986 be covered by and make payroll contributions for the Medicare portion of the Act at a rate of 1.45% of salary. The City is also required to contribute 1.45% of salary for such coverage.

**B. Future Changes.** Notwithstanding anything herein above to the contrary, if in the future the Federal Government mandates that all City employees shall be covered by and make payroll contributions for the Medicare portion of F.I.C.A., Employees covered by this MOU shall be required to make such contributions, and the City's payment thereof shall terminate.

**C. Employees With Medicare Wages Exceeding \$200,000.** Notwithstanding anything herein should an employee's taxable Medicare wages exceed \$200,000 in any given calendar year said employee will be responsible to contribute .9% of those wages exceeding \$200,000 as required by the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act of 2010. City will not pay such contribution.

**3.20 FLOATING HOLIDAY.** All Employees regularly scheduled for a fifty six (56) hour work week shall accrue 12 hours, and those Employees regularly scheduled for a forty (40) hour work week

shall accrue 8 hours of Floating Holiday on January 1 of each year. Employees hired between January 1 and September 30 of the calendar year shall accrue the full annual accrual of Floating Holiday at the time of their hire. Employees hired after September 30 shall not accrue any Floating Holiday hours until the January following their hire date. Employees regularly scheduled for a fifty six (56) hour work week may have a maximum balance of 24 hours (two annual accruals) of Floating Holiday at any time. Employees regularly scheduled for a forty (40) hour work week may have a maximum balance of 8 hours (one annual accrual) of Floating Holiday at any time. Should an Employee not use their accrued Floating Holiday by December 31 of the year in which their accrual reaches the maximum accrual allowed, any hours in excess of the maximum will be forfeited with no compensation to the Employee. Due to ongoing staffing shortages, employees shall be eligible to roll any remaining Floating Holiday hours from 2021. These hours shall be forfeited with no compensation to the employee as of December 31, 2022. Employees who terminate with unused accrued Floating Holiday leave shall not be eligible to receive payment for such leave. Floating Holiday can be used at the discretion of the Employee with a minimum of three hours per occurrence, provided the absence can be covered through normal overtime hiring procedures.

### **3.21 RETIREE MEDICAL EXPENSE AND HEALTH INSURANCE TRUST.**

**A. Trust.** The Trust has been created at IAFF's request for the administration of a retiree health benefit and for mandatory contributions of all employees in the bargaining unit. The City will not participate in the administration of the Trust.

**B. Required Employee Contribution.** The City shall withhold a mandatory contribution of \$50.00 per pay period on a pre-tax basis, subject to applicable federal tax laws. from the pay of every active employee who is a member of the bargaining unit represented by IAFF effective during the first pay period of February 2015. These contributions shall be remitted bi-weekly, in one check to the custodian of the Southern California Firefighter Benefit Trust. With each check, the City shall submit a list of bargaining unit members to the Plan Administrator: Southern California Firefighters Benefit Trust, c/o the plan administrator McGregor & Associates, Inc., 8885 Rio San Diego Dr., Suite 300, San Diego, CA 92108, Fax: (619) 260-9144, Email: v1ewis@mcgregorinc.com (or successor). The City and IAFF agree that IAFF has the right. subject to approval of its members according to IAFF's internal rules, to prospectively. modify the amount of the mandatory employee contribution in any flat dollar

increment of \$25.00 per pay period, so long as the modification is mandatory for all employees covered by MOU, and IAFF notifies the City in writing sixty (60) days in advance of the effective date of any change to the mandatory employee contribution amount.

**C. Indemnity.** IAFF agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

**D. No City Guarantee Regarding Benefit Payout After Funding.** Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in their value. Nothing contained in this agreement shall constitute a guarantee by the City that the assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees adopted Plan.

## **SECTION 4. WORKING CONDITIONS.**

### **4.1 EMPLOYEE CLOTHING AND PHYSICAL APPEARANCE REQUIREMENTS.**

**A.** IAFF agrees that Employees who are assigned to wear uniforms shall abide by the City of Chico Fire Department Rules and Regulations regarding such uniform wear.

**B.** IAFF further agrees that Employees shall maintain their physical appearance in a manner which will not endanger their person in accordance with the applicable provisions of such Rules and Regulations.

### **4.2 HOURS AND SHIFTS.**

**A. 48/96 Work Schedule.** Except as provided herein below, the parties agree that Employees who are assigned to shift schedules shall work 48/96 schedule on a three (3) platoon, twenty-four (24) hour shift basis.

**1.** The 48/96 Work Schedule shall not apply to Forty (40) Hour Work Week Employees as specified in Subparagraph B below.



2. City Manager has exclusive authority to implement and/or terminate the Work Schedule with a seven-day notice to Employees. Upon termination of this Work Schedule, absent an agreement to extend or modify, the work schedule shall revert back to the Kelly schedule.

3. The hours worked, as defined in Section 2.4.E above, shall be calculated based on 192 hours worked in a 24-day period for the purposes of determining overtime pursuant to the Fair Labor Standards Act (FLSA) 7k exemption. Employees shall continue to be paid on a bi-weekly basis. Notwithstanding the methods for determining overtime for purposes of FLSA, Employees shall continue to earn overtime as set forth in Section 2.4, entitled "Overtime Pay," above.

**B. Exceptions - Forty (40) Hour Work Week.**

1. **Appointments to Forty (40) Hour Work Week.** Employees who are appointed to positions requiring a forty (40) hour work week shall work such work week for the duration of their appointment and shall receive pay and benefits in accordance with the conversion table set forth on the attached Exhibit "E" or as specified in this MOU.

2. **Initial Firefighter Training.** In order to provide more concentrated training to a newly appointed firefighter, IAFF agrees that such Employee shall work a forty (40) hour work week as determined by the Fire Chief for the first eight (8) weeks of Employee's appointment. Pay and benefits will be converted in accordance with the attached Exhibit "E". Interruptions of such eight (8) week training period due to illness, leave without pay and the like shall serve to extend the period for such additional period of time as is necessary to complete the required training, as determined by the Fire Chief.

**C. Forty (40) Hour Work Week Assignments.** The parties agree that Employees who are assigned to a forty (40) hour work week shall be scheduled as follows:

1. Forty-hour work week Employees shall work eight (8) hours per day, five (5) consecutive days per week as determined by the Fire Chief. An alternative work schedule may be established pursuant to policy.

2. City agrees to provide Employees at least seven (7) calendar days advance notice of any change to the forty (40) hour work week schedule assigned by the Fire Chief provided, however, that Employees may request and/or agree to a waiver of the seven (7) calendar day advance notice

provided that such request and/or waiver is made in writing to City's Human Resources and Risk Management Office and approved by the Fire Chief.

3. City agrees to provide employees who are temporarily and voluntarily assigned to a 40-hour workweek a pay differential equivalent to 5% to 15%, depending upon pay range step and specialty assignments. The exact pay differential percentage shall be determined by the Finance Office and approved by the Director of Human Resources & Risk Management. The purpose of this pay differential is to maintain an employee's "normal" weekly earnings while temporarily and voluntarily assigned to a 40-hour work week. This pay differential shall not be pensionable for CalPERS purposes.

**4.3 SHIFT EXCHANGES.** City agrees that Employees may exchange duty shifts when the exchange does not interfere with the operation of the Fire Department and is approved by the Fire Chief. IAFF agrees that City is not responsible in the event an Employee fails to repay a shift exchange and agrees that an Employee who is not repaid for a shift exchange waives his or her rights to claim such time as overtime and that the City has no liability to pay for such time.

**4.4 SHIFT MODIFICATION.** City shall retain the right in its sole discretion to assign Employees to work shift or shifts different from their regular shift assignment without further consultation with IAFF provided that City agrees to provide Employee(s) a seven (7) calendar day advance notice of such shift change, except in the event of an emergency, in which case shifts may be modified immediately to meet the needs of the public health, safety and welfare.

Employees may request and/or agree to a waiver of the seven (7) calendar day advance notice provided that such request and/or agreement is made in writing to City's Human Resources and Risk Management Office and is approved by the Fire Chief.

**4.5 ASSIGNMENT BIDDING PROCEDURE.** The Fire Chief shall develop and maintain a written assignment bidding procedure as part of the Fire Department Operating procedures. Should it become necessary to make adjustments or alterations in that procedure, the City will consult with IAFF regarding possible changes and the impact of those changes on Employees.

**4.6 SAFETY.**

**A. Safety Committee.** The parties hereto recognize the previous establishment of a Departmental Safety Committee consisting of two (2) Employee members appointed by the Fire Chief and two (2) Employee members appointed by IAFF. Should IAFF fail to appoint its Employee members

within thirty (30) days after any vacancy in a IAFF appointed position, the Fire Chief will make such appointments. Said Committee shall meet on a regularly scheduled basis, no less often than quarterly, and shall maintain minutes of such meetings. Such Committee shall discuss safety and health conditions and shall provide written suggestions to City regarding methods of safe operations and procedures and the identification of hazardous procedures and/or equipment.

**B. Safety Rules.** IAFF agrees that Employees shall abide by adopted Fire Department Rules and Regulations regarding the usage of safety equipment and the utilization of safe working operations and procedures.

**C. Work Station, Equipment and Tools.** City recognizes its responsibility to and will provide safe work stations, equipment and tools. In this regard, it is understood that the term "safe work station" does not include any fire ground or fire scene to which an Employee may be required to respond.

**D. Non Job-Related Use of Fire Station Premises Permitted Subject to Departmental Rule.** Subject to the provisions and restrictions of the applicable Department Rule and Regulation as approved by the Fire Chief, Employees may utilize fire station premises for non job-related or personal purposes such as minor vehicle repair or car washes.

**4.7 WORK BREAKS; LUNCH BREAK.** During each work day, Employees shall be entitled to take one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon at such times and at such locations as are determined by the Fire Chief. In addition, Employees shall be entitled to a one (1) hour lunch break each day provided, however, it is recognized that the time of the lunch break may vary because of emergencies, training periods or unusual circumstances and that during such occurrences, the exact time of the lunch break will be determined by the officer in charge of the affected Station. It is further recognized and agreed that should the needs of the City, emergencies or other unusual circumstances cause Employees not to be able to take a work or lunch break, Employees shall not be entitled to accumulate and/or save such lost work or lunch break for use at another time.

**4.8 WORK DAY DEFINED.** Except as provided herein, each and every day of the week shall be considered to be a standard work day with work duties and training to be performed by Employees as assigned by the Fire Chief. The beginning and ending times of the standard work day shall be as set

forth in the City of Chico Fire Department Rules and Regulations. On all designated City holidays, work duties shall include the performance of equipment (including fire apparatus) and station maintenance, responding to emergency and non-emergency requests for assistance made by the public, participation in multi-agency training activities and the performance of other essential emergency related activities. Activities such as internal training, inspections, drills and other activities that may be accomplished at another time shall not be required.

## **SECTION 5. SPECIAL PROVISIONS.**

**5.1 AMENDMENTS.** It is agreed between the parties that all amendments which may be included or attached to this MOU, during the term of this MOU shall be appropriately designated, dated and signed by both parties hereto and shall, unless otherwise provided for thereon, be considered as a part of this MOU from the effective date thereof.

**5.2 MAINTENANCE OF ELIGIBILITY LISTS - PROMOTIONAL VACANCIES.** When a vacancy exists, City agrees to establish and maintain employment lists for the positions of Fire Apparatus Engineer and Fire Captain in accordance with the provisions of the PERR's. Appointments to vacancies in such positions shall be made in accordance with the PERR's. City agrees that Employees who are eligible for promotional examinations may take such examinations during working hours by arranging a shift exchange or by using accrued vacation time, at the Employee's option.

**5.3 MEDICAL SUITABILITY FOR EMPLOYMENT.** City shall have the right for reasonable cause to require any Employee to undergo a physical examination, including psychiatric or psychological examinations, at the option of the City, to ensure an Employee's medical suitability to perform the duties of the position to which said Employee is assigned. Said physical examination shall be performed by a physician chosen by the City, and the cost of such examination shall be paid for by the City. City agrees that should an Employee, after such medical examination, be found to be not medically suited to perform the duties of the assigned position, the Employee shall have a reasonable amount of time to become medically suitable. If, after such reasonable time, the Employee remains medically unsuited for the assigned position, City shall have the right to take appropriate action

including, but not limited to, transfer to another position for which the Employee is medically suited, if such a position is available, or termination.

**5.4 MILITARY LEAVE NOTIFICATION.** Employees who are members of a military reserve and/or National Guard Unit shall provide City with a schedule of the Employee's military reserve or National Guard meetings and/or summer camp assignment dates as soon as such schedules are available to the Employee, but no later than the next working day following their notification from the military unit.

**5.5 BINDING ARBITRATION REGARDING INTERPRETATION OF MEMORANDUM.**

**A. Generally.** City agrees to a process of third-party binding arbitration, as set forth herein, which only shall be used for grievances arising out of the interpretation of the provisions of this MOU.

**B. Process Implementation.** If requested by the grievant, this process shall be implemented subsequent to the third level of review contained in the formal grievance procedure set forth in the City's Personnel and Employee Representation Rules, at Paragraph A.5.b.(5) of Section 2R72.240 of the Chico Municipal Code, and shall be substituted for the provisions of sub-paragraph (5) entitled "Hearing request" contained therein provided, however, that the fifteen (15) working day time limit set forth in said sub-paragraph (5) shall be applicable hereto.

**C. Selection of Arbitrator.** Arbitrator selection and the arbitration process shall proceed in accordance with the "Expedited Labor Arbitration Rules" of the American Arbitration Association (AAA) provided, however, that arbitrator selection and the arbitration process may proceed under the "Voluntary Labor Arbitration Rules" of the AAA upon mutual agreement between the parties.

**D. Arbitrator's Authority.** The authority of the arbitrator shall be limited to making determinations regarding the violation, misapplication or misinterpretation of the provisions of this MOU. The arbitrator shall not have the authority to add to or delete from such provisions nor make decisions which involve or direct changes or modifications to the scheduled pay or benefit provisions contained herein. In the event that there exists between the parties hereto a dispute as to whether a matter is subject to the arbitration process set forth herein, the arbitrator shall consider and determine whether the matter is subject to arbitration prior to hearing and considering the merits of the grievance issue.

**E. Costs and Expenses.** The cost of the arbitration process assessed by the AAA shall be shared equally between the parties. Each party shall be responsible for its own costs in securing witnesses, for legal or other representation, and for presentation of material.

**5.6 UNION TIME BANK.** The City agrees to the establishment of a IAFF time bank for use by the Employees for the sole purpose of performing or conducting IAFF business without loss of pay, subject to the following conditions:

**A. Employee Contribution.** Employees may donate vacation or accrued Compensating Time Off (CTO) hours from the Employee's accrued balances, and such donation shall be voluntary and non-revocable and not returnable to the Employee. Donations, which shall be limited to one (1) hour per Employee per calendar year, shall be made on a form provided by the City, signed by the Employee making the donation, and shall be made in whole-hour increments only.

**B. City Contribution.** During the first full pay period of each calendar year, City shall contribute hours equal to the number of hours donated by the IAFF to the IAFF Time Bank.

**C. Maximum Hours.** The maximum number of hours which may be donated to the time bank in any calendar year shall be equal to one hour for each Employee represented by IAFF and the equal number of hours by the City. Any hours remaining in the time bank on December 31 shall be carried over into the next calendar year.

**D. Utilization.** The maximum number of hours which may be utilized in any calendar year shall not exceed the total annual contribution by employees and the City plus any roll over amount from the previous calendar year.

**E. Union Approval of Use.** Time bank hours shall not be donated or utilized without prior written approval of designated IAFF representatives.

**F. Scheduling and City Approval of Use.** IAFF agrees to give the City as much advance notice as is practicable, but in any event not less than 24 hours, requesting use of time bank hours. No use of time bank hours shall be made by any Employee without prior written approval of the Fire Chief or MOU authorized representative and only if such use does not unduly disrupt department operations.

**5.7 CONTRACTING OF CITY WORK.** It is recognized that it is a fundamental City right to determine the methods, means and personnel by which City government operations are to be conducted, including the contracting and/or subcontracting of work. However, City agrees that when the City

Council determines to contract or subcontract work that is currently being performed by Employees, City will meet and confer with IAFF regarding the effect that such decision may have on such Employees. City further agrees to provide to IAFF a three (3) year notice of intent when the City Council makes a determination to consider contracting out for services which have previously been performed by IAFF.

## **SECTION 6. WELLNESS/PHYSICAL FITNESS PROGRAM**

**6.1 OBJECTIVE.** It is the intent and purpose of this program to establish fitness and wellness criteria for Employees to enable Employees to maintain the necessary fitness required to safely perform the duties of their positions and to enhance their overall health and well being. The public safety, safety of fellow Employees and the individual's safety depend on knowledge, skills and abilities, including mental and physical fitness.

**6.2 COMPONENTS.** This wellness/physical fitness program consists of two components.

**A. Wellness Program** - a general health evaluation and monitoring program that will evaluate and provide information regarding the overall health and well being of Employees.

**B. Local Health and Fitness Center Services** - provision of facilities to assist Employees in attaining and maintaining overall wellness and physical fitness goals.

### **6.3 WELLNESS PROGRAM.**

**A. General Provisions.** The Wellness Program provisions are described as follows:

1. Physiological evaluation and assessment of the Employee by a professional consulting firm.
2. The Consultant's prescription for the maintenance or attainment of the general wellness goals.
3. Employees' active participation in the maintenance of their physical fitness as prescribed by the Consultant to enhance Employees' personal good health and well being.
4. Notification of the City, after the medical examinations, of the general results of the examinations and of any unresolved medical condition or high medical risk findings.

**B. Specific Approach.**

1. A medical consulting firm with expertise in physiology, exercise and similar disciplines will be employed at the sole cost of the City to assess wellness and provide necessary prescriptions for Employees. See "Role of the Consulting Firm" set forth below for specific program elements.
2. Employees shall actively participate in the process described below. Participation shall be on duty time as provided by the City, and Employees shall sign the payment authorization form at the time of service. Employees shall:
  - a. Complete a medical questionnaire and return it to Consultant.
  - b. Complete a medical examination at Consultant's premises, estimated to take approximately three (3) hours.
  - c. Consult with the medical Consultant as to fitness, wellness, necessary remedial action prescription and follow-up examinations.
3. Consultant shall provide complete, confidential, medical information regarding the results of the assessment process to the Employee, prior to providing such information to City in the form and manner provided for hereinbelow. Additionally, Consultant may be asked to complete driver license physical forms and Hazardous Materials Team physical examination forms, based on information obtained during the Wellness physical evaluation process.
4. Consultant shall provide the following information to the City, in the categories and in the form and manner set forth below:
  - a. **Fit/Well** - Prescription to maintain/improve level of fitness. No further action required until next scheduled evaluation.
  - b. **Remedial Action Necessary** - Prescription provided to Employee, re-examination of below-standard areas scheduled for six (6) months, or as determined by medical Consultant, but no more frequently than every three (3) months.
  - c. **Unresolved Medical Condition** - Consultant unable to determine Employee fitness/wellness status because of current medical condition. Employee and City shall be notified of status. Employee shall be required to resolve limiting medical condition prior to next scheduled evaluation. If unable to do so, City shall be notified of status and intervening diagnosis.



**d. High Medical Risk - Employee referred to his/her personal physician.**

"High medical risk" is defined as an existing serious medical condition that could result in a risk of injury or death to the Employee, other employees or the general public during the performance of the Employee's job duties. Such a determination shall only be made after review of the Employee's examination results and position job duties by two physicians employed by Consultant provided, however, that should such two physicians differ in their respective opinions that the Employee is at high risk, a third physician shall be consulted to make a final determination.

**5. Provision of Information to City; Confidentiality.** Notification shall be made to City's Human Resources and Risk Management Office in accordance with the following provisions:

**a.** Examination results for the "fit/well" and "remedial action necessary" categories shall be made in statistical summary only, by the age groups set forth below provided, however, that should an age group contains less than three (3) Employees, no results will be reported. Examination results for the "remedial action necessary" category also shall be reported by the category or type of problem or condition and the amount of time prescribed to correct it.

If, in the opinion of the Consultant, no significant progress has been made by an Employee given a remedial action prescription after a period of one year from the date of the original issuance of such prescription, the name of the Employee shall be provided to City's Human Resources and Risk Management Office along with a recommendation as to what additional measures could be taken to assist the Employee in meeting the prescription requirements. City shall have the right to counsel such Employee to assist him or her to meet such requirements.

**b.** The names of those Employees who are in the "Unresolved Medical Condition" category shall be reported to the City, along with an assessment of the length of time needed to resolve the questions that could not be answered through the evaluation process. The Employee shall be responsible to participate in follow-up examinations and/or provide medical reports or information from other medical care providers which will allow the Consultant to complete the evaluation process and place the Employee in one of the other reporting categories.

**c.** The names of Employees who are determined to be in the "High medical risk" category shall be reported along with the nature of the medical problem and recommended remedial action.

Such information shall be maintained in a confidential file but may be made available for review to the City Manager or a designee, or to the Fire Chief or acting Fire Chief. In addition, an Employee may, upon request, obtain a copy of the information relating to himself or herself.

**d. Wellness Assessment Frequency.** Employees shall participate as follows:

**1. 18 to 29 Years of Age:** If the initial wellness assessment is in the "fit" category, subsequent assessment shall be every two (2) years.

**2. 30 Years of Age And Up:** If the initial wellness assessment is in the "fit" category, subsequent assessment shall be each year.

**e.** In the event the Employee's assessment is in the remedial action or high medical risk category, the Consultant shall coordinate with the employee's physician the development of a prescription to the Employee outlining the necessary steps to bring his or her wellness up to the fit/well category. The Consultant will, at that time, schedule a re-examination appointment to occur in six (6) months, or a date which is determined by the medical Consultant to be medically appropriate.

**f.** An Employee with an unresolved medical condition shall be provided with a report which identifies the problem areas and steps required to resolve the pending fitness/wellness questions.

**g.** If the Consultant determines from the wellness assessment that there is a need for the Employee to have personal medical care because of medical problems, the Consultant shall refer the Employee to his or her personal physician for care and treatment under the Employee's medical insurance or workers' compensation program, as may be appropriate.

**6.4 ROLE OF THE CONSULTING FIRM.** The role of Consultant in this wellness and physical fitness program is to provide a physiological evaluation and assessment of each Employee which includes a comprehensive industrial health history questionnaire, and the nutritional, behavioral, and musculoskeletal assessments that are listed in this Section. The questionnaire will be reviewed in conjunction with results of all other tests to make a recommendation to each Employee regarding Employee's ability to participate as an Employee with City. Consultant shall provide reports about each Employee to City as set forth above.

**A. Laboratory Tests.** The following laboratory tests will be completed for each Employee:

1. Comprehensive Blood Chemistry Panel.
2. Routine Urinalysis.
3. Stool Test-Occult Blood. Positive or negative result from occult blood slide.
4. Tuberculosis screening test. PPD or X-Ray as indicated.

**B. Healthy Lifestyle Assessment.**

Health Risk Appraisal	Fitness Status
Health Age Appraisal	Nutritional Status

**C. Cardiovascular and Respiratory Evaluation.**

Lung Function Screening  
 Sub-maximal aerobic capacity test (estimated VO2)

**D. Body Composition Assessment.**

height;  
 weight; and  
 percent body fat screening.

**E. Range of Motion Testing.** Complete range of motion screening.

**F. Muscular Endurance/Strength.**

Abdominal muscle test	Grip strength
Hamstring flexibility	Upper body strength test

**G. Baseline Hearing Test.**

Eight frequency	Pure tone
-----------------	-----------

**H. Vision Tests.**

Near / Distance	Color
Peripheral	

**I. Bruce Treadmill Exercise Protocol.** For those Employees with three (3) or more of the following coronary risk factors:

- Blood pressure 140/90 or greater at rest
- Age 45 and over - male
- Age 55 and over - female
- Elevated blood lipid levels or low HDL cholesterol level

Family or personal history of heart problems

Tobacco user

Diabetes or high blood glucose

Poor aerobic fitness

25% or more over recommended body weight

Abnormal electrocardiogram

**J. Individual Prescription.** The physiological evaluation and assessment outlined above will serve as the format for the baseline and annual exams from which individual prescriptions will be made. The Consultant will refer Employees to other medical specialists as needed for examination or testing when such additional evaluation is required in order to complete the Wellness evaluation process. The Consultant will bill the City for the cost of such additional evaluation or test. Any treatment needs identified as a result of such evaluation remain the responsibility of the Employee.

1. The individual prescription will be delivered to the Employee by a qualified medical professional. During this consultation, the Employee will review their "report packet" with the counselor and note those areas needing attention and decide what action (activities, exercises, programs, etc.) will be entered into over the next year (or lesser period of time as determined by the Consultant) to make the desired improvements. These notes will then be typed into a prescription format and given to the Employee.

**K. Maintenance of Desired Wellness Goals.** The role of the consulting firm in the maintenance of desired wellness goals will overlap with the individual prescription involvement. Once the best methods for reaching the desired goals are agreed upon between the Employee and the counselor and presented in a prescription format, the Employee will be responsible for adhering to the regimens indicated in the prescription.

**L. Health-Related History Assessment.** The health related history assessment will be reviewed in conjunction with results of all other tests to make a recommendation to each Employee regarding his or her ability to participate as a fire safety employee with the City of Chico.

**M. Reports to City.** The Consultant shall provide the reports to the City as set forth herein above in Section 3.2 entitled "Specific Approach."

**6.5 HEALTH AND FITNESS FACILITIES.** City agrees to reimburse employees up to \$50.00 per month for the cost of health and fitness facilities to assist Employees in attaining and maintaining overall wellness and physical fitness goals. Employees may utilize such facilities at Employees' option provided, however, employees shall provide proof of quarterly membership. Active military duty or extended illness or injury on the part of an Employee may be considered in relieving an Employee of the need to meet this requirement in a particular calendar period. Employees requesting such an exception shall request the exception in writing from the Human Resources and Risk Management Office and may be required to provide documentation of such incapacity.

A. Employees shall have the right to select a health and fitness center provided, however, that:

1. Eligible health and fitness centers shall be defined as privately operated physical fitness businesses which provide at least the following: weight training equipment, aerobic apparatus and equipment, and aerobic exercise classes. Shall also mean fitness memberships to Interactive Virtual Training (e.g.: Peloton, The Mirror, Nordic Track, etc.);

2. The Employees shall be responsible for the payment of any initiation fee; and

3. City's maximum obligation for payment of an individual Employee's monthly membership fee shall not exceed \$50.00. IAFF agrees that Employees who select health/fitness centers with monthly membership fees exceeding City's maximum payment amounts shall be responsible for the payment of such additional fee amounts.

4. City shall reimburse Employees for monthly membership fees up to the maximum City payment amount set forth above upon submittal by such Employees of the appropriate City claim form and evidence of payment of such fees and participation at the required level.

5. Employees may request an advance of up to three (3) months of monthly dues by completing a request form which will be developed by the Human Resources and Risk Management Office which shall include an authorization for the City to recover such advance, or portion thereof, for which the Employee does not meet the participation or documentation requirements, over three bi-weekly pay periods.

6. All claims shall be submitted within ninety (90) days following the end of the coverage period to be eligible for reimbursement.

**6.6 DISCIPLINARY ACTION.** Employees shall be subject to disciplinary action, pursuant to the applicable provisions of City's Employer-Employee Relations Rules, for the following:

**A.** Willful failure or refusal to participate in the initial or annual physiological evaluation and assessment process set forth above.

**B.** Willful failure or refusal to participate in any remedial action re-examination process prescribed by the Consultant.

**6.7 PROGRAM REVIEW.** City and IAFF hereby agree to meet annually, to review the implementation of the wellness/physical fitness program set forth herein, and to discuss, without obligation to agree upon, any proposed modifications hereto.

**6.8 PERSONNEL LAYOFF AND DISPLACEMENT.** In the event of multi-position personnel layoffs, the City will lay off the highest rank classification first. *Example: If City is required to layoff three (3) Captains, six (6) Fire Apparatus Engineers, and six (6) Fire Fighters; the Captain positions will be laid off and allowed to displace (bump) FIRST. Once all displacement (bumping) has occurred at the Captain level, the three (3) Fire Apparatus Engineer positions will be laid off and allowed to displace (bump), and then the next rank will be laid off and allowed to displace (bump).*

Reductions in Personnel (layoffs) occur based on seniority in classification. The employee with the least amount of seniority in that classification will be laid off first.

Displacement (bumping) occurs based on total departmental seniority, regardless of how long the employee has been employed in their current classification. All hours spent in a higher classification will be applied toward seniority in a previously held classification. *Example: A Fire Apparatus Engineer has five (5) years of seniority in that classification. That employee is subsequently promoted to a Captain classification, and works as a Captain for three (3) years. In the event that employee is laid off from their rank as Captain, the employee will then be able to displace (bump) to Fire Apparatus Engineer with eight (8) years of seniority.*

For the purposes of Layoff and Displacement, a tie in seniority will be determined by the Departmental Ranking of the appointment or promotional recruitment.

Municipal Code 2R.72.140 applies for all other procedures related to layoff, displacement, and reinstatement.

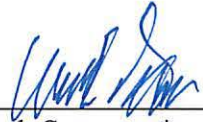
Signed and dated as follows:

For the International Association  
of Fire Fighters, IAFF Local No. 2734:

For the City of Chico:

  
\_\_\_\_\_  
Kenneth Smith  
(President)

11/03/22  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Mark Sorensen\*  
City Manager

11-03-2022  
\_\_\_\_\_  
(Date)

\* Authorized pursuant to Chico  
Municipal Code 2R.04.060

\_\_\_\_\_  
\_\_\_\_\_  
IAFF Representative (Date)

APPROVE AS TO FORM:

  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

\*Approved pursuant to The Charter of the City of  
Chico Section 906 (D)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING  
WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 THROUGH JUNE 30, 2025  
(2022 MOU - IAFF)**

**EXHIBIT "A"**

**FIRE DEPARTMENT JOB TITLES COVERED BY MOU**

The following City of Chico Fire Department job titles shall be covered by the provisions of this MOU:

- Fire Captain
- Fire Apparatus Engineer
- Fire Lieutenant
- Firefighter
- Firefighter Trainee
- Fire Prevention Officer
- Fire Prevention Inspector
- Fire Prevention Specialist



**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING WAGES, HOURS  
AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 TO JUNE 30, 2025  
(2022 MOU-IAFF)**

**EXHIBIT "B"**

**BASIC PAY PLAN (For Employees hired prior to May 21, 2019)**

EFFECTIVE: September 26, 2021 (5% General Salary Increase)

	Hourly Pay Rates							
	Entry (X)	A	B	C	D	E	F	G
Firefighter	19.43	20.41	21.43	22.50	23.63	24.81	26.05	27.35
Fire Apparatus Engineer		23.63	24.81	26.05	27.35	28.72	30.16	31.67
Fire Captain		27.35	28.72	30.16	31.67	33.25	34.91	36.66
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>							
Fire Lieutenant**		27.35	28.72	30.16	31.67	33.25	34.91	36.66
Fire Prevention Specialist *		28.59	30.02	31.52	33.10	34.75	36.49	38.31
Fire Prevention Inspector *		36.48	38.30	40.22	42.23	44.34	46.56	48.89
Fire Prevention Officer *		42.23	44.34	46.56	48.89	51.33	53.90	56.59

EFFECTIVE: September 11, 2022 (5% General Salary Increase)

	Hourly Pay Rates							
	Entry (X)	A	B	C	D	E	F	G
Firefighter	20.40	21.43	22.50	23.63	24.81	26.05	27.35	28.72
Fire Apparatus Engineer		24.81	26.05	27.35	28.72	30.16	31.67	33.25
Fire Captain		28.72	30.16	31.67	33.25	34.91	36.66	38.49
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>							
Fire Lieutenant**		28.72	30.15	31.67	33.25	34.91	36.66	38.49
Fire Prevention Specialist *		30.02	31.52	33.10	34.75	36.49	38.31	40.23
Fire Prevention Inspector *		38.30	40.22	42.23	44.34	46.56	48.89	51.33
Fire Prevention Officer *		44.34	46.56	48.89	51.33	53.90	56.59	59.42

EFFECTIVE: July 1, 2023 (5% General Salary Increase)

	Hourly Pay Rates							
	Entry (X)	A	B	C	D	E	F	G
Firefighter	21.42	22.50	23.63	24.81	26.05	27.35	28.72	30.15
Fire Apparatus Engineer		26.05	27.35	28.72	30.16	31.66	33.25	34.92
Fire Captain		30.15	31.66	33.25	34.92	36.66	38.49	40.42
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>							
Fire Lieutenant**		30.15	31.66	33.25	34.91	36.66	38.49	40.42
Fire Prevention Specialist *		31.52	33.10	34.75	36.49	38.31	40.23	42.24
Fire Prevention Inspector *		40.22	42.23	44.34	46.56	48.89	51.33	53.90
Fire Prevention Officer *		46.56	48.89	51.33	53.90	56.59	59.42	62.39

\* Denotes 40 hour work week. All others are 56 hour work week.

\*\*Added pursuant to the Binding Arbitration Award & Opinion NB 3226 by Norman Brand, dated July 16, 2010, and the Grievance Settlement Agreement regarding the implementation for Fire Lieutenant, as signed by the City of Chico on October 28, 2010, and IAFF Local 2734 on October 29, 2010

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING WAGES, HOURS  
AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 TO JUNE 30, 2025  
(2022 MOU-IAFF)**

**EXHIBIT "B"**

**BASIC PAY PLAN (For Employees hired on or after May 21, 2019)**

EFFECTIVE: September 26, 2021 (5% General Salary Increase)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	19.84	20.34	20.85	21.37	21.90	22.45	23.01	23.59	24.18	24.78	25.40	26.03	26.68	27.35
Fire Apparatus Engineer	22.98	23.55	24.14	24.74	25.36	25.99	26.64	27.31	27.99	28.69	29.41	30.15	30.90	31.67
Fire Captain	26.60	27.27	27.95	28.65	29.37	30.10	30.85	31.62	32.41	33.22	34.05	34.90	35.77	36.66
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>													
Fire Lieutenant**	26.60	27.27	27.95	28.65	29.37	30.10	30.85	31.62	32.41	33.22	34.05	34.90	35.77	36.66
Fire Prevention Specialist *	27.78	28.47	29.18	29.91	30.66	31.43	32.22	33.03	33.86	34.71	35.58	36.47	37.38	38.31
Fire Prevention Inspector *	35.47	36.36	37.27	38.20	39.15	40.13	41.13	42.16	43.21	44.29	45.40	46.54	47.70	48.89
Fire Prevention Officer *	41.05	42.08	43.13	44.21	45.32	46.45	47.61	48.80	50.02	51.27	52.55	53.86	55.21	56.59

\* Denotes 40 hour work week. All others are 56 hour work week.

\*\*Added pursuant to the Binding Arbitration Award & Opinion NB 3226 by Norman Brand, dated July 16, 2010, and the Grievance Settlement Agreement regarding the implementation for Fire Lieutenant, as signed by the City of Chico on October 28, 2010, and IAFF Local 2734 on October 29, 2010.

EFFECTIVE: September 11, 2022 (5% General Salary Increase)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	20.83	21.36	21.89	22.44	23.00	23.57	24.16	24.77	25.39	26.02	26.67	27.33	28.01	28.72
Fire Apparatus Engineer	24.13	24.73	25.35	25.98	26.63	27.29	27.97	28.68	29.39	30.12	30.88	31.66	32.45	33.25
Fire Captain	27.93	28.63	29.35	30.08	30.84	31.61	32.39	33.20	34.03	34.88	35.75	36.65	37.56	38.49
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>													
Fire Lieutenant**	27.93	28.63	29.35	30.08	30.84	31.61	32.39	33.20	34.03	34.88	35.75	36.65	37.56	38.49
Fire Prevention Specialist *	29.17	29.89	30.64	31.41	32.19	33.00	33.83	34.68	35.55	36.45	37.36	38.29	39.25	40.23
Fire Prevention Inspector *	37.24	38.18	39.13	40.11	41.11	42.14	43.19	44.27	45.37	46.50	47.67	48.87	50.09	51.33
Fire Prevention Officer *	43.10	44.18	45.29	46.42	47.59	48.77	49.99	51.24	52.52	53.83	55.18	56.55	57.97	59.42

\* Denotes 40 hour work week. All others are 56 hour work week.

\*\*Added pursuant to the Binding Arbitration Award & Opinion NB 3226 by Norman Brand, dated July 16, 2010, and the Grievance Settlement Agreement regarding the implementation for Fire Lieutenant, as signed by the City of Chico on October 28, 2010, and IAFF Local 2734 on October 29, 2010.

EFFECTIVE: July 1, 2023 (5% General Salary Increase)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Firefighter	21.87	22.42	22.99	23.56	24.14	24.75	25.37	26.01	26.66	27.32	28.00	28.70	29.41	30.15
Fire Apparatus Engineer	25.34	25.96	26.61	27.28	27.96	28.65	29.37	30.11	30.86	31.63	32.42	33.24	34.07	34.92
Fire Captain	29.33	30.07	30.81	31.59	32.38	33.19	34.01	34.86	35.73	36.63	37.54	38.48	39.44	40.42
Fire Duty Officer	<i>Pursuant to Out of Class Pay</i>													
Fire Lieutenant**	29.33	30.07	30.81	31.59	32.38	33.19	34.01	34.86	35.73	36.63	37.54	38.48	39.44	40.42
Fire Prevention Specialist *	30.63	31.39	32.17	32.98	33.80	34.65	35.52	36.42	37.33	38.27	39.23	40.21	41.21	42.24
Fire Prevention Inspector *	39.11	40.09	41.09	42.12	43.16	44.24	45.35	46.48	47.64	48.83	50.05	51.31	52.59	53.90
Fire Prevention Officer *	45.26	46.39	47.55	48.74	49.97	51.21	52.49	53.80	55.15	56.53	57.94	59.38	60.87	62.39

\* Denotes 40 hour work week. All others are 56 hour work week.

\*\*Added pursuant to the Binding Arbitration Award & Opinion NB 3226 by Norman Brand, dated July 16, 2010, and the Grievance Settlement Agreement regarding the implementation for Fire Lieutenant, as signed by the City of Chico on October 28, 2010, and IAFF Local 2734 on October 29, 2010.

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING WAGES, HOURS  
AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 TO JUNE 30, 2025  
(2022 MOU-IAFF)**

**EXHIBIT "C"**

**VACATION ACCRUAL SCHEDULE: 56 HOUR EMPLOYEES**

**Employees Hired Prior to December 31, 2013**

<b>Length of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	6.81	177.06	280
37th month through 96th month	8.97	233.22	420
97th month through 108th month	9.4	244.40	448
109th month through 120th month	9.82	255.32	476
121st month through 132nd month	10.26	266.76	504
133rd month through 144th month	10.69	277.94	533
145th month through 156th month	11.12	289.12	560
157th month through 168th month	11.56	300.56	580
169th month through 180th month	11.99	311.74	619
181st month through 192nd month	12.43	323.18	645
193rd month through 204th month	12.85	334.10	673
205th month and forward	13.27	345.02	700

**Employees Hired January 1, 2014 or After**

<b>Length of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	6.81	177.06	280
37th month through 96th month	8.97	233.22	420
97th month through 108th month	9.4	244.40	448
109th month through 120th month	9.82	255.32	476
121st month through 132nd month	10.26	266.76	500
133rd month through 144th month	10.69	277.94	500
145th month through 156th month	11.12	289.12	500
157th month through 168th month	11.56	300.56	500
169th month through 180th month	11.99	311.74	500
181st month through 192nd month	12.43	323.18	500
193rd month through 204th month	12.85	334.10	500
205th month and forward	13.27	345.02	500

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING WAGES, HOURS  
AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 TO JUNE 30, 2025  
(2022 MOU-IAFF)**

**EXHIBIT "C"**

**VACATION ACCRUAL SCHEDULE: 40 HOUR EMPLOYEES**

**Employees Hired Prior to December 31, 2013**

<b>Length of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	4.87	126.62	200
37th month through 96th month	6.41	166.59	300
97th month through 108th month	6.72	174.58	320
109th month through 120th month	7.02	182.38	340
121st month through 132nd month	7.33	190.55	360
133rd month through 144th month	7.64	198.53	381
145th month through 156th month	7.95	206.52	400
157th month through 168th month	8.26	214.69	415
169th month through 180th month	8.57	222.68	443
181st month through 192nd month	8.88	230.85	461
193rd month through 204th month	9.18	238.65	481
205th month and forward	9.48	246.45	500

**Employees Hired January 1, 2014 or After**

<b>Length of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	4.87	126.62	200
37th month through 96th month	6.41	166.59	300
97th month through 108th month	6.72	174.58	320
109th month through 120th month	7.02	182.38	340
121st month through 132nd month	7.33	190.55	358
133rd month through 144th month	7.64	198.53	358
145th month through 156th month	7.95	206.52	358
157th month through 168th month	8.26	214.69	358
169th month through 180th month	8.57	222.68	358
181st month through 192nd month	8.88	230.85	358
193rd month through 204th month	9.18	238.65	358
205th month and forward	9.48	246.45	358

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING  
WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
JULY 1, 2021 THROUGH JUNE 30, 2025  
(2022 MOU - IAFF)**

**EXHIBIT "D"**

**MEDICAL AND DENTAL INSURANCE CARRIERS AND CONTRIBUTIONS**

**I. CARRIERS**

Employees shall be covered by the medical and dental insurance carriers on file with the Human Resources and Risk Management Office.

**II. CITY CONTRIBUTIONS.**

**A. EPO, PPO 90/10 and PPO 80/20.** The City shall make the following maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as defined herein. The amount of the City's contribution shall vary based on the medical plan selected by the Employee. In the event that the actual monthly premium is less than the maximum contribution set forth below, City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution. Any premium costs in excess of the City's contribution shall be paid by the Employee. Under no circumstances would Employees be eligible to receive any other compensation for excess City contribution amounts.

Any future increases in premiums shall be shared proportionately between the City and IAFF based on the percent of the total premium cost share listed below, unless the City Council decides to pick up the full cost of the yearly insurance premium increase.

<b>PERCENT OF TOTAL PREMIUM</b>							
<b>CITY CONTRIBUTION</b>				<b>EMPLOYEE CONTRIBUTION</b>			
<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>	<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>
86.38%	86.38%	69.38%	100.00%	13.62%	13.62%	30.62%	0.00%
87.52%	87.52%	69.30%	100.00%	12.48%	12.48%	30.70%	0.00%
87.17%	87.17%	69.79%	100.00%	12.83%	12.83%	30.21%	0.00%

**B. High Deductible Health Plan.** The City shall pay 100% of the premium and contribute negotiated percentages of Out-of-Pocket maximums into the employee's HSA. Full contributions shall continue until negotiated otherwise. See tables below.

**C. Dental Insurance.** The City shall pay 75% of the premium for dental insurance. For example: Calculation of the Dental 75/25 (City Employee) split: Composite rate x 75% = City's Contribution  
Example: 74.09\*.75=55.57 Maximum City Contribution = \$55.57, Employee Contribution = \$18.52

Effective January 1, 2022

<b>MEDICAL</b>					
<b>City Contribution</b>					
	<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>	<b>HSA</b>
Single	526.05	526.05	390.61	395.00	100.00
Double	1,136.88	1,136.01	828.83	844.00	160.00
Family	1,456.61	1,455.74	1,047.77	1,089.00	200.00
<b>Employee Contribution</b>					
	<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>	<b>HSA</b>
Single	82.95	82.95	172.39	0.00	---
Double	162.12	161.99	367.17	0.00	---
Family	214.39	214.26	465.23	0.00	---
<b>DENTAL</b>			<b>VISION</b>		
<b>City Contribution</b>					
Single	58.43			5.47	
Double	58.43			5.47	
Family	58.43			5.47	
<b>Employee Contribution</b>					
Single	19.47			0.00	
Double	19.47			4.66	
Family	19.47			10.24	

\*\*Monthly HSA Contribution Formula: 40% Max Out of Pocket

Single HSA Contribution: 40% X 3000 = \$1200 (yearly contribution) 1200/12 = \$100

Double HSA Contribution: 40% X 4800 = \$1920 (yearly contribution) 1920/12 = \$160

Family HSA Contribution: 40% X 6000 = \$2400 (yearly contribution) 2400/12 = \$200

**III. EMPLOYEES NOT REQUIRED TO PARTICIPATE IN CITY'S INSURANCE PLAN.**

Employees who have alternative group medical insurance coverage shall not be required to participate in City's medical insurance plan. Employees shall provide verification of such alternative coverage to the Human Resources and Risk Management Office during the open enrollment period of each year. Employees shall provide verification during the open enrollment period of all subsequent years that Employee chooses to opt out

of City's medical insurance plan. Employees who opt out of City's medical insurance plan shall receive a payment of \$ 200.00 per month into:

- A. Employee's Medical Flexible Spending Account established with the City's Section 125 Plan; or
- B. Cash

Employees who lose their alternative coverage shall be allowed to immediately enroll in City's medical insurance plan, and shall no longer receive the \$200.00 per month payment.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS REGARDING  
WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR  
JULY 1, 2021 THROUGH JUNE 30, 2025  
(2022 MOU - IAFF)**

**EXHIBIT “E”**

**PAY AND BENEFIT CONVERSION TABLE FORTY (40) HOUR WORK WEEK**

- I. PAY.**
- A. To convert a 56-hour work week pay rate to a 40-hour work week pay rate, calculate as follows:
    - 1. 56-hour hourly rate X 2912 hours = Total pay
    - 2. Total pay divided by 2080 hours = 40-hour pay rate
  - B. To convert a 40-hour work week pay rate to a 56-hour work week pay rate, calculate as follows:
    - 1. 40-hour hourly rate x 2080 hours = Total pay
    - 2. Total pay divided by 2912 hours = 56-hour pay rate
- II. SICK LEAVE.**
- A. 56-hour to 40-hour: Multiply accrued sick leave balance and sick leave accrual rate by 0.714
  - B. 40-hour to 56-hour: Multiply accrued sick leave balance and sick leave accrual rate by 1.40
- III. VACATION.**
- A. 56-hour to 40-hour: Multiply accrued vacation balance (AVB) as follows:  
AVB X 40-hour bi-weekly accrual rate = 40-hour vacation  
56-hour bi-weekly accrual rate balance
  - B. 40-hour to 56-hour: Multiply 40-hour accrued vacation balance (AVB) as follows:  
AVB X 56-hour bi-weekly accrual rate = 56-hour vacation  
40-hour bi-weekly accrual rate balance
- IV. OVERTIME.**
- Overtime pay shall be computed utilizing Employee’s regular 56-hour pay rate or the 40-hour pay rate calculated in I. “Pay” above, as appropriate.