

**LETTER OF AGREEMENT BETWEEN CITY OF CHICO AND INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, LOCAL 2734, REGARDING MODIFICATION TO
EXISTING SPECIAL ASSIGNMENT PAYS**

Pursuant to Subsection 1.10, entitled "Letter Agreement for Variation of Provision" of the "Memorandum of Understanding between City of Chico and International Association of Fire Fighters Regarding Wages, Hours and Other Terms and Conditions for Employment for January 1, 2017 through December 31, 2021 (2018 MOU-IAFF)," the City of Chico (City) and International Association of Fire Fighters (IAFF) enter into this Letter agreement regarding a modification to existing Special Pay Assignments.

Therefore, the City and IAFF agree, effective 7/12/2021, to modify section 2.5.E., 2.5.F. and 4.2.C. as follows:

2.5.E. Special Assignments.

1. **Established.** The Special Assignments of Hazardous Materials Team Member, Shift Inspector, Rescue Team Member, Fire Investigation (FIT) Team Member, Fire Training Captain, SCBA Technician (SCBA), 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 Assignment, 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.

2.5.F. 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%
Fire Investigation (FIT) Team Member	4%
Critical Incident Stress (CIS) Team Member	4%
SCBA Technician	4%
Fire Training Captain	10%

4.2.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.

1. Any amendments or modifications to this Letter Agreement shall be in writing, signed and dated by both parties.

2. All other terms, conditions, provisions and requirements of the MOU shall remain in full force and effect.

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Signed and dated as follows:

For IAFF, Local 2734:



Ken Smith, President

7/22/21

(Date)

For City of Chico:



Mark Orme, City Manager

(Date)

Approved as to Form:



Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the City of
Chico, Section 906 (D)