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MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF MARYSVILLE AND  
PROFESSIONAL FIREFIGHTERS' UNIT REPRESENTED BY  
MARYSVILLE FIREFIGHTERS' IAFF LOCAL #2321  
JULY 1, 2019 THROUGH JUNE 30, 2021

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**PROFESSIONAL FIREFIGHTERS' UNIT**  
**Marysville Firefighters' IAFF Local #2321**

**Article 1. PREAMBLE**

- 1.1 Pursuant to California law, the City of Marysville, acting through its negotiator, and representatives of the Marysville Firefighters' IAFF Local #2321 ("the Union") have met and conferred in good faith and have fully communicated and exchanged information concerning rates of pay, hours of work, and other terms and conditions of employment for the term commencing July 1, 2019, and terminating June 30, 2021. It is the intent of the parties to, set forth herein their entire agreement covering rates of pay; hours of work, and other conditions of employment; and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.
- 1.2 This Memorandum of Understanding (MOU) supersedes and replaces all MOUs and letters of agreement between the parties as well as all previous minute orders, resolutions and ordinances of the City Council which are in conflict with this memorandum of understanding.
- 1.3 The parties hereby acknowledge the provisions of chapter 10, (Section 3500, et. seq.) a Division 4, Title 1 of the Government Code of the State of California.
- 1.4 Nothing herein shall be construed to restrict the exclusive management rights of the City, including, but not limited to, those set forth in Article 3 hereof. Both parties have mutually agreed that their objective is for the good of the City and the Union alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth.
- 1.5 Except as otherwise expressly provided herein, all terms and conditions of the MOU apply to all employees in this bargaining unit represented by the Union.
- 1.6 Except as otherwise expressly provided herein, the City Administrative Code Title 5 applies to the administration of the City's personnel management and employer-employee relations policies and practices without limit.

**Article 2. RECOGNITION**

- 2.1 The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing rates of pay, hours of work, and other conditions of employment for all full-time regular employees.
- 2.2 The classifications on job titles used herein are for descriptive purposes only. Their use is neither an indication nor guarantee that these classifications or titles will continue to be utilized by the City.

**Article 3. MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this MOU all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the

City, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees covered under this agreement cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, transfer, lay off, recall to work employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to transfer and assign employees among and between different jobs and classifications as required by the City's work needs; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time to time modify, rescind or change safety and work rules and regulations, to determine the number, location and operation of departments, divisions, and all other units of the City; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

#### **Article 4. UNION BUSINESS**

##### **4.1 Access to City Facilities**

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Organization business, such as soliciting membership, campaigning for office, and organization meetings and elections, shall not be conducted during normal business hours and shall be unpaid, except as noted in Article 4.3

##### **4.2 Payroll Deduction of Dues**

4.2.1. The City shall deduct the Union membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

- a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the Union an authorization form provided by association. The Union will notify the City of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Union.
- b. The City agrees to direct each bargaining unit affiliated employee to the Union in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

- c. The Union is responsible for providing the City with timely information about changes to employee dues and any other lawful Union-related payroll deductions.
- d. Dues withheld by the City shall be transmitted to the Union representative designated in writing by the association as the person authorized to receive the funds at the address specified.
- e. A bargaining unit affiliated employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized the Union dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- f. The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

4.2.2. The City shall make payroll deductions in reliance on the Union certification that the association has and will maintain an authorization signed by each employee who affirmatively consents to pay the Union membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the Union to the extent permitted by law.

4.2.3. The City shall not request that the Union provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4.3 Employee Association Business Leave

Two (2) employees will each be allowed time, without loss of compensation, for the purpose of attending formal meet and confer sessions on matters within the scope of representation. Prior written approval for such time off must be received by the Fire Chief, or designee. Such approval shall not be unreasonably withheld. An e-mail may service as written approval.

4.4 The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit affiliated employees for the return of membership dues deducted by the City in reliance on the Union certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union.

#### 4.5 AB 119 Compliance

4.5.1 This provision applies to all new employees hired into bargaining unit positions and is intended to comply with the provisions of AB119.

- a. The City will provide the Union with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the Union with ten (10) calendar days' advance notice. The advance notice will include the number of bargaining unit employees attending the orientation meetings. Notice will be made by way of e-mail to the Union President or another contact person designated by the Union.
- b. Upon request, the Union will be given up to twenty (20) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the Union's role as representative, Union membership information, the rights and obligations created by the MOU and City personnel rules, and to answer questions. One (1) Union representative may present information to the new employees. Management representative shall excuse themselves and not be present during the Union's portion of the new employee orientation meetings.
- c. The Union representative who present information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the Union advises the City Manager or designee of the names of the employees who will be presenting information on behalf of the Union at the new employee orientation meetings.
- d. The City shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the Union, and any vendors who are contracted to provide a service at the new employee orientation.

#### 4.5.2 Information Requirements

Upon request, the City will provide the Union with a digital file via e-mail to the e-mail address designated by the Union containing the following information for each employee to the extent the City has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address

- Personal email addresses if provided by the employee and on file with the City (new hires only) unless the employee submits a written request to the City and the Union to withhold disclosure of his/her personal e-mail address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Upon request for all bargaining unit employees no more than once per every 120 calendar days.

## **Article 5. CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by members of Union.

## **Article 6. DISCRIMINATION, HARASSMENT, AND RETALIATION**

The City and Union agrees not to discriminate against any employee for on-membership or his/her activity in behalf of, or membership in, the Union.

The City prohibits any form of discrimination, harassment, and retaliation against or by employees as defined by federal Title VII of the Civil Rights Act and California Department of Fair Employment and Housing Act (FEHA).

## **Article 7. HOURS OF WORK AND OVERTIME**

### **7.1 Work Schedule**

The basic work schedule for employees in the bargaining unit is a 48/96 hour shift cycle rotated equally among the three (3) on-duty crews. This schedule provides for 48 consecutive hours on duty, followed by 96 consecutive hours off duty. Pursuant to the City's Administrative Code Section 8003, the Fire Chief, or designee, may establish an alternate work schedule, including a daily eight (8) hour.

### **7.2 FLSA Work Period**

The City has elected the 7(k) exemption of the Fair Labor Standards Act (FLSA) relating to hours worked by firefighters. Employees covered by this MOU who work not more than the basic scheduled in Section 7.1 in a period of 24 consecutive days shall be paid an additional one-half (1/2) of their base hourly base rate of pay for all hours worked in excess of 182 hours.

### **7.3 Overtime Compensation**

All positions covered by this MOU are eligible for overtime compensation. Overtime work and compensation shall be approved by the Fire Chief or designee. Compensation for overtime shall be computed and paid as follows:

- a. Hours worked in excess of the established work schedule defined in Section 7.1 above are overtime hours and shall be compensated at a rate equal to one and one-half (1 ½) times an employee's regular base rate of pay.
- b. Overtime compensation may be given in the form of compensatory time off (CTO) or paid in the same manner and at the same time as normal payroll is paid, at the employee's option. CTO shall be limited to 480 hours.
- c. Overtime shall be computed to the nearest one-quarter (1/4) hours. An employee cannot use a combination of work hours and leave time to create overtime for himself/herself.

#### 7.4 Call-Back Pay

Employees who are called back to work outside their regular hours of work shall be paid for a minimum of two (2) hours of compensation at one and one-half (1 ½) times the employees' regular base rate of pay for such call-back hours worked.

- a. The guaranteed minimum two (2) hours does not apply for any overtime worked immediately before the start or following the end, of the employee's shift, with no break between his/her required overtime hours and either the start or end of his shift, respectively.
- b. Employees called back from vacation or CTO shall be paid straight time for such call-back hours worked.

#### 7.5 Court Time

Court time is that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee is not otherwise scheduled to work. Court time is earned and compensated in the same manner as Call-Back pay per Section 7.4.

#### 7.6 Shift Exchange

Employees covered by this MOU shall have the right to exchange work shifts when the exchange, (i) does not interfere with the operation of the Department, (ii) complies with Departmental regulations, (iii) does not result in overtime compensation for any employee in excess of that which would have occurred in the absence of such exchange, (iv) is voluntary for all employees involved, and (v) is approved in advance by the Fire Chief or designee.

#### 7.7 Modified Duty

- a. An employee covered by this MOU who is injured while on duty is eligible for Disability Leave pursuant to the City's Administrative Code Section 7553. At the Fire Chief's discretion, the employee may be assigned other duties or an eight (8) hour work shift during the period of recuperation, which duties are consistent with any medical restrictions placed on the employee after being examined by a physician selected and approved by the City.

- b. An employee covered by this MOU who, while off duty, is injured or otherwise incapacitated and temporarily unable to perform his/her duties may request the Fire Chief allow modified duty, consistent with any medical restrictions placed on the employee. Such modified duty is at the discretion of the Fire Chief and is in addition to any other options available to the Fire Chief, including without limitation the provisions of the City's Administrative Code Section 7551.

## **Article 8. WORK RULES**

### **8.1 Layoffs/Reduction in Force**

Layoff policies and procedures are those defined in the City's Administrative Code Section 8478, as may be amended during the term of this MOU.

### **8.2 Reinstatement, Demotions, Promotions and Transfers**

Reinstatements, Demotions, Promotion and Transfer procedures are those defined in the City's Administrative Code Title 5, Parts 1 and 2, as may be amended during the term of this MOU. The City agrees to notify the Union and meet and confer on any proposed modifications that are within the scope of representation.

### **8.3 Attendance**

Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function. Employees who report for duty at a later time than is required may be subject to disciplinary action.

Employees are required to notify their supervisor as soon as possible of their absence or late arrival. At the discretion of the Fire Chief, employees who fail to report to work during the first 15 minutes or more after their normal reporting time shall have the time deducted from their pay one hour of compensation and one additional hour of compensation for each hour thereafter late on any one day. Repeated tardiness shall not be tolerated or excused and will be subject to disciplinary action.

### **8.4 Certification of Medical Necessity**

An employee assigned to work a 48/96 work schedule who is absent from his/her scheduled shift by reason of sickness for more than two (2) work shifts (48 consecutive hours) shall be required to provide the Fire Chief or designee a medical certificate signed by a licensed medical provider to substantiate his/her absence due to personal illness. Except as modified by this section, the City's Administrative Code Sections 7410-7411 apply.

### **8.5 Probationary Period**

The process and procedure governing the probationary status of an employee is outlines in the City's Administrative Code Sections 8450 et seq.

## **Article 9. SAFETY**

The City and the Union desire to maintain a safe place of employment for all City employees and to that end, City Management and the Union will work jointly to make provisions necessary for

the safety of employees in the performance of their work. City's safety policy and procedures are defined in the City's Administrative Code Title 5, Part 1, Chapter 4.

The City shall provide all necessary and customary safety equipment to employees at no cost, which must be maintained in good working order by employees and returned to the Fire Chief or designee upon separation from City service.

**Article 10. HOLIDAYS**

10.1 The following days shall be recognized as holidays, and regular employees receive the following holidays off with pay:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	The day following Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The City will issue a schedule of the actual dates upon which the above holidays will be observed during the following year.

A holiday is equal to eight (8) hours, regardless of the length of scheduled work shifts. In lieu of any other payment method or arrangement, the parties agree that employees covered by this MOU who work the 48/96 shift schedule will be paid eight (8) hours of holiday pay each month at the same time and in the same manner as normal payroll is paid.

Birthday - one (1) day on the employee's birthday, or an equivalent time off on another day in lieu of the employee's birthday as approved by the employee's supervisor.

Every day appointed by the President, Governor, or Mayor and approved by the City Council for a public feast, thanksgiving, holiday or in memoriam.

10.2 In order to be eligible for holiday pay, an employee must be in paid status the regularly scheduled work day before and after a holiday.

**Article 11. LEAVES**

11.1 Vacation

Effective January 1, 2020, vacation leave and sick leave will replace annual leave. Employees' accrued annual leave will be credited to vacation leave. During calendar year 2020, employees will be allowed to use vacation hours for sick leave.

Accrual of Vacation

Regular full-time employees shall receive the following vacation accruals per month when in paid status.

<b>Years of Service</b>	<b>Hours Accrued Per Month</b>
Less than 5 years	14.0
At least 5 years and less than 10 years	16.8
At least 10 years and less than 15 years	19.6
At least 15 years and less than 20 years	21.0
At least 20 years	22.4

The maximum accrual of vacation shall be capped at 454 hours.

Vacation shall be credited on the first day of the month following the month the vacation is earned. An employee who starts work after the first of the month shall not begin to accrue vacation until the first day of the month following the month in which the employee begins work.

**11.2 Sick Leave**

Effective January 1, 2020, Regular full-time employees shall receive 11.2 hours of sick leave per month. Sick leave shall accumulate without limit and has no cash out value.

Pursuant to CA GC 20963 and 20965, an employee who retires from City employment, may convert any unused sick to additional CalPERS service credit. Eight (8) hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one (1) year of service credit (.004 x 250 = 1 year).

**11.3 Family Leave**

In accordance with the federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees.

**Article 12. INSURANCE**

**12.1 Group Health Insurance**

The City and employees will share in the cost of health insurance premiums of City provided plans. The City will pay up to the dollar equivalent of 80% of premium Anthem PPO 500 or Kaiser HMO plan by enrollment category. Employees may enroll in either of the two medical plans the City offers. The employee will pay, via payroll deduction, the difference between the City contribution and the actual premium for the medical plan selected.

Eligible employees may elect not to participate in the City offered medical plans. Should an employee make this election, the employee must provide to the City proof of medical insurance through another provider. Any employee electing not to receive medical insurance will receive a City contribution of \$275 monthly to an HRA account.

All employees must purchase dental and vision thorough payroll deduction.

12.2 Dental Insurance

Effective January 1, 2020, the City will provide dental insurance with child orthodontic benefits for employee and dependents. The City will pay 80% of the monthly premium. The employee will pay 20% of the monthly premium via payroll deduction.

12.3 Vision Insurance

Effective January 1, 2020, the City will provide vision insurance for employees and their dependents. The City will pay 80% of the monthly premium. The employee will 20% of the monthly premium via payroll deduction.

12.4 Life Insurance

The City will provide \$50,000 in double indemnity life insurance at no cost to employees. The Group Insurance Certificate outlines the terms of the policy and are available upon request to the Finance Department. Additional life insurance is available to employees at no cost to the City.

12.5 Short and Long-Term Disability Insurance

The City will provide, at no cost to employees, short-term disability (STD) and long-term disability (LTD) insurance coverage for non-job-related illnesses and injuries. The terms and conditions of the plan are contained in the group insurance certificate and available from the Finance Department. The City will make reasonable effort to have additional LTD insurance available to employees at no cost to the City.

During the use of non-job related STD or LTD, the health insurance normally received by the employee shall continue at the agreed-upon rate of cost sharing pursuant to Section 12.1 and 12.2 hereof to 100 working days, beginning the date of the injury/illness, or the date of first use of the disability plan, whichever occurs first. If the employee is disabled for more than one hundred working days, the employee may continue his/her health coverage by paying 100% of the monthly premiums until the employee returns to work, retires, or for a period of two (2) years, whichever occurs earlier.

**Article 13. RETIREMENT**

13.1 CalPERS

The City will provide a "Safety" plan retirement benefit through the California Public Employees' Retirement System (CalPERS) for employees in this bargaining unit. The specific plan option available to an eligible employee is dependent upon the date on which the employee entered service with a CalPERS member agency, as described in paragraphs (a) and (b) below. All employee costs required by this section shall be treated as 414(h)(2) pretax earnings.

- a. An employee who is determined by CalPERS to be a "New Member" as defined by PEPRAs shall be enrolled in the CalPERS PEPRAs Safety Plan of 2.7% @ 57 formula. Each such employee shall pay 50% of the total normal cost (TNC) rate assessed by CalPERS for members in this benefit group, but in no event will the City pay the Employee share. TNC is defined as: "sum of the employer normal cost rate and the employee contribution rate."

- b. For compensable service beginning earlier than January 1, 2013, an employee will be enrolled in the CalPERS Classic Safety Plan of 2% @ 50 formula. Each such employee shall pay 9% of the “Employee” contribution and 3% of the “Employer” contribution.

13.2 Survivors’ Benefits

The City will pay for survivor benefits at PERS level four (4).

**Article 14. MISCELLANEOUS BENEFITS**

14.1 Employee Assistance Program

The City will provide an Employee Assistance Program for employees and their dependents

14.2 Flexible Benefit Plan

The City agrees to provide a flexible benefit plan pursuant to Internal Revenue Code Section 125, for eligible dependent care and medical expenses. Administrative costs of this program shall be paid by employees participating in the plan.

14.3 Deferred Compensation

Employees may voluntarily participate in the City’s a deferred compensation plan(s). Contributions can be made via payroll deduction. Employees may request additional information from the Finance Department.

14.4 Uniforms Allowance

Effective January 1, 2020, employees shall receive a monthly uniform allowance in the amount of \$75.00 to be used to purchase the standard uniform prescribed by the Fire Chief. Each member agrees to keep the City uniform and assigned equipment clean and in good repair. Uniform allowance shall be paid monthly at the same time and in the same manner as regular payroll is issued.

**Article 15. DISCIPLINARY PROCESS AND PROCEDURE**

Improper conduct by an employee in the service of the City shall be cause for disciplinary action. The policy, process and procedures for, and appeals to, disciplinary action are those outlined in the City’s Administrative Code Title 5, Part 2, Chapter 4, as may be amended during the term of this MOU. The City agrees to notify the Union and meet and confer on any proposed modifications that are within the scope of representation. Furthermore, the City agrees to the concept of progressive discipline, where appropriate, and the standard of just cause for disciplinary matters.

**Article 16. GRIEVANCE PROCEDURE**

The City has provided for an orderly process whereby employees covered by this agreement may have their employment grievances considered as fairly and rapidly as possible without fear of reprisal. The policy, process and procedures are outlined in the City’s Administrative Code Section 8650, as may be amended during the term of this MOU. The City agrees to notify the

Union and meet and confer on any proposed modifications that are within the scope of representation.

**Article 17. COMPENSATION**

**17.1 Wages**

**17.1.1 Payroll Schedule and Salary Schedule Revision**

The City shall convert to a biweekly pay cycle as soon as administratively feasible. The City will post a yearly payroll calendar.

Effective January 1, 2020, the City will implement a nine (9) step salary schedule with the top step, Step 9, being 10% higher than the top step of the current salary schedule. Each step of the salary schedule will have a 2.5% spread apart. The nine (9) step salary schedule is attached as Exhibit A.

**17.1.2. Wage Advancements**

Effective the first full pay period after January 1, 2020, utilizing the nine (9) step salary schedule, employees shall be placed at the step that will provide at least a 5% base rate of pay increase.

Effective the first full pay period after July 1, 2020, employees shall advance two (2) steps for an additional 5% base rate of pay increase. An employee's base rate of pay shall not be greater than Step 9 of the salary schedule. This 5% base rate of pay increase does not replace an employee's performance merit increase that is scheduled to occur between January 1 and July 1, 2020.

**17.2 Longevity Pay**

Effective January 1, 2020, the following longevity pay will be provided to employees.

Years of Service	Percentage of Base Rate of Pay
After completion of 10 years	2.5%
After completion of 15 years	Additional 2.5% for total of 5%
After completion of 20 years	Additional 2.5% for a total of 7.5%
After completion of 25 years	Additional 2.5% for a total of 10%

**17.3 Jury Pay**

The City will pay jury pay as outlined in the City's Administrative Code Section 7552, as may be amended during the term of this MOU.

**17.4 Travel**

When an employee receives prior authorization to use his/her private vehicle for City business, the employee will be reimbursed at the IRS rate for mileage.

**17.5 Educational Incentive**

An educational incentive program is established to encourage and reward employees for the acquisition and maintenance of higher levels of educational achievement. An employee

who has earned an Associate's Degree or higher approved by the Fire Chief from an accredited institution shall receive an education incentive of 2% of his/her regular base salary rate, which shall become part of his/her base rate of pay.

**17.6 Certificate Incentive**

The City will pay employees who have earned any of the following professional certificates up to a maximum of 10% of the employee's base rate of pay.

Employees receiving certificate pay prior to January 1, 2020 shall continue to receive certificate pay at the same percentage after January 1, 2020. However, the overall cap on certificate pay will remain 10% of employee's base rate of pay and any additional certificates acquired after January 1, 2020 will be based upon the schedule below

	<b>% of Base Rate of Pay</b>
Chief Fire Officer / Executive Chief Fire Officer / Fire Marshal	1%
Company Officer / Fire Officer – 2%*	2%
Confined Space Technician – 2%*	2%
Instructor I / Training Instructor / Fire Instructor I – 2%*	2%
Fire Investigator / Fire Investigator I – 2%*	2%
Fire Inspector I / Fire Prevention Officer I	1%
Fire Apparatus Driver/Operator	1%
Firefighter II	1%
Fire Control 3	1%
Fire Control 4	1%
Hazardous Material Technician	1%
Hazardous Material Specialist	1%
RIC Tactics or FF Safety/Survival	1%
Rescue Systems 1	1%
Rescue Systems 2	1%
Trench Rescue	1%
Swift Water Technician	1%
Other Certificates could be added by Mutual Agreement	---

An employee receiving certificate pay must complete 20 hours of continuing education each year, as approved by the Fire Chief, or lose incentive pay for corresponding certificate/certification.

**17.7 Working Above Class**

In lieu of any compensation pursuant to the City's Administrative Code Section 8110, temporary acting assignment pay of 5% of base rate of pay shall be paid to employees covered by this MOU beginning with the first hour after an affected employee has worked above class in an acting capacity in the same higher classification for 96 hours, provided (i) the Fire Chief assigns the individual to work above class, (ii) the individual accepts and

fully carries out responsibility for all of the established duties required of the higher class, (iii) the individual has previously passed all testing requirements for the higher class or a qualification process as approved by the Fire Chief. The temporary acting pay ends upon the individual's return to his/her authorized, allocated job classification.

**17.8 Acting Pay**

Effective January 1, 2020, in lieu of any compensation pursuant to the City's Administrative Code Section 8112, the employee will be paid a temporary assignment pay of 5% above the employee's base rate of pay for Acting Captain and/or Acting Engineer. Within the first hour the Fire Chief or designee has assigned the employee to work out of classification the individual must accept and fully carry out responsibility for all the established duties required of the higher classification. The out of classification pay ends upon the employee's return to the employee's regular classification assignment.

To qualify for Acting Captain or Acting Engineer, the employee must have previously successfully passed all testing requirements for the higher classification or a qualification process as approved by the Fire Chief.

**17.9 Bilingual Pay**

Effective January 1, 2020, the City shall compensate designated employees who are certified by the City as Spanish speaking will be paid \$46.15 bi-weekly for a total of \$100.00 per month. Bilingual pay will begin the first full pay period immediately following designation. A maximum of four (4) employee may be designated bilingual. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

To be eligible for bilingual pay, the employee must be determined to be verbally proficient, and, if necessary, for the assignment, proficient in the written language. The City will arrange the certification and testing process at City cost.

**Article 18. SAVINGS CLAUSE**

If any article or section of this MOU, or any rider thereto, should be held invalid, illegal or unenforceable by operation of law, or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this MOU be held invalid, illegal or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

**Article 19. AMENDMENTS CLAUSE**

This MOU may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this Agreement.

**Article 20. ENTIRE MOU WAIVER**

20.1 The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this agreement. Therefore, the City and the Union, for the duration of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this MOU. This MOU may only be amended during its term by the mutual agreement in writing of both parties.

20.2 This MOU contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

**Article 21. TERM**

Except as provided below, this MOU shall be in full force and effect from July 1, 2019, through June 30, 2021.

For the Marysville Firefighters IAFF Local #2321

For the City of Marysville

  
\_\_\_\_\_  
Tony Cuppoletti, President

  
\_\_\_\_\_  
Marti Brown, City Manager

12/16/19  
\_\_\_\_\_  
Date

12/31/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Aaron Van de Vort, Vice President

12/16/19  
\_\_\_\_\_  
Date

**EXHIBIT A  
PROFESSIONAL FIREFIGHTERS UNIT  
SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2020**

<b>JOB TITLE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>FIRE CAPTAIN</b>	1	\$21.05	\$5,107.17	\$61,286.02
	2	\$21.70	\$5,266.77	\$63,201.20
	3	\$22.36	\$5,426.37	\$65,116.39
	4	\$23.02	\$5,585.97	\$67,031.58
	5	\$23.68	\$5,745.56	\$68,946.77
	6	\$24.34	\$5,905.16	\$70,861.96
	7	\$24.99	\$6,064.76	\$72,777.14
	8	\$25.65	\$6,224.36	\$74,692.33
	9	\$26.31	\$6,383.96	\$76,607.52
<b>FIRE ENGINEER</b>	1	\$18.22	\$4,421.82	\$53,061.89
	2	\$18.79	\$4,560.01	\$54,720.07
	3	\$19.36	\$4,698.19	\$56,378.26
	4	\$19.93	\$4,836.37	\$58,036.44
	5	\$20.50	\$4,974.55	\$59,694.62
	6	\$21.07	\$5,112.73	\$61,352.81
	7	\$21.64	\$5,250.92	\$63,010.99
	8	\$22.21	\$5,389.10	\$64,669.18
	9	\$22.78	\$5,527.28	\$66,327.36
<b>FIREFIGHTER/EMT</b>	1	\$15.74	\$3,819.73	\$45,836.74
	2	\$16.23	\$3,939.09	\$47,269.13
	3	\$16.72	\$4,058.46	\$48,701.53
	4	\$17.22	\$4,177.83	\$50,133.93
	5	\$17.71	\$4,297.19	\$51,566.33
	6	\$18.20	\$4,416.56	\$52,998.73
	7	\$18.69	\$4,535.93	\$54,431.12
	8	\$19.18	\$4,655.29	\$55,863.52
	9	\$19.68	\$4,774.66	\$57,295.92
<b>FIRE INSPECTOR/ENGINEER</b>	1	\$25.51	\$4,421.82	\$53,061.89
	2	\$26.31	\$4,560.01	\$54,720.07
	3	\$27.11	\$4,698.19	\$56,378.26
	4	\$27.90	\$4,836.37	\$58,036.44
	5	\$28.70	\$4,974.55	\$59,694.62

6	\$29.50	\$5,112.73	\$61,352.81
7	\$30.29	\$5,250.92	\$63,010.99
8	\$31.09	\$5,389.10	\$64,669.18
9	\$31.89	\$5,527.28	\$66,327.36