

**Letter of Understanding
Between
City of Modesto
and
Modesto Professional Firefighters, IAFF Local 1289**

Regarding Contract Extension

The City of Modesto, hereby referred to as "City" and the Modesto Professional Firefighters, IAFF Local 1289, hereby referred to as "Union" execute this Letter of Understanding ("LOU") on this 12th day of October 2010 regarding the extension of the existing Memorandum of Understanding ("MOU") as modified by the June 2009 LOU by and between the City and the Union.

The City and the Union agree:

1. Except as modified herein, all terms of the MOU and the 2009 LOU shall be extended from December 19, 2011 to June 30, 2013.
2. The 2009 LOU shall be amended to provide that the City, at the sole discretion of the Fire Chief, may "brown out" from operations Engine 21 for the period May 1, 2010 through June 30, 2010.
3. Effective as soon as practicable upon the ratification of this LOU, the City shall offer a cash severance incentive to employees of the bargaining unit represented by the Union up to \$30,000 per individual employee. If more than nine (9) employees accept the offer of cash severance, the number of employees eligible to participate shall be

determined by the City Manager, provided the most senior nine (9) department employees shall be granted the cash severance.

4. At the Fire Chief's sole and exclusive discretion, the City will consistently staff one apparatus assigned to the downtown (station 1) with four (4) personnel comprised of one captain, one engineer and two firefighters. Consistent staffing means that the firefighter in seat four (4) is not backfilled if that firefighter uses any accrued leave (e.g., vacation, sick or holiday leave). The firefighter in seat four (4) shall not be used to fill any other constant staffing positions. If fiscal conditions require, the City may reduce the consistent staffing on this apparatus from four (4) personnel to three (3) personnel, however, the City shall first notify the Union of this need in order to permit the parties to discuss potential alternatives.

5. Effective July 1, 2010, Article 17 Section A of the MOU is amended to provide that there shall be a minimum of thirty-six (36) suppression personnel on duty each shift composed of three (3) employees per engine (Captain, Engineer and Firefighter) and three (3) employees per truck company (Captain, Engineer and Firefighter). The Crash Fire Rescue at Station 8 shall be unstaffed.

6. Notwithstanding anything to the contrary in the MOU or the 2009 LOU, employees of the bargaining unit shall receive the following wage increases beginning in the first full pay period of each listed month, except for June 30, 2013:

- a. July 2011 - 3%
 - b. July 2012 - 3%
 - c. June 18, 2013 - 2.5%
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7. Effective June 22, 2010, Article 5, paragraph c) of the MOU is amended to provide that employees who are certified as Emergency Medical Technicians (EMT-1), shall receive a monthly allowance equivalent to five percent (5%) of the base salary for their classification, which will be based upon one hundred and twelve (112) hours per pay period for shift employees.

8. For the period of July 1, 2010 through December 31, 2012, and except for Thanksgiving, Christmas Eve and Christmas Day, only, the positions available on the vacation board shall be reduced from five (5) to four (4) beginning January 1, 2013 the vacation board returns to five (5).

9. Effective January 1, 2011, the City's monthly allowance for the cafeteria plan under Article 20 of the MOU shall be increased by \$25.00 for employee only and \$50.00 for all other categories except those employees who "Opt Out". Effective January 1, 2013, the City's monthly allowance for the cafeteria plan, except as to those employees who "Opt Out," shall be increased by \$25.00 for all other categories, provided, however, that if the City's General Fund revenues for FY 12, exclusive of transfers, exceeds General Fund revenues for FY 10 by six percent (6%) or more, any increase in the City's

monthly allowance shall be determined by negotiations between the City and the Union and the MOU shall reopen for negotiation over the City's monthly allowance for the cafeteria plan under Article 20 of the MOU effective January 1, 2013.

10. Upon request by the City by June 30, 2011, the parties shall reopen the MOU for negotiations concerning retirement benefits for prospective employees, in accordance with City Charter Section 1206.

11. Effective July 1, 2010, the following agency fee shop provisions shall exist as a matter of contract between the City and the Union:

A current employee in the bargaining unit employed as of July 1, 2010, and any new employee in the Unit, as a condition of continuing employment with the City, shall execute a payroll deduction authorization form as furnished by the Union, and thereby shall become and remain a member in good standing in the Union. New employees shall execute an authorization under this paragraph within 30 calendar days of employment. In the alternative to membership, the employee shall execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly

service fee equal to the regular monthly Union dues; or, in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fees, or service fees to only the: (1) International Association of Firefighters' Burn Foundation; (2) UC Davis Firefighters Burn Unit; or (3) Muscular Dystrophy Association.

Upon seven (7) days' notice to the City from the Union that an employee described above has failed to maintain the bargaining unit member's membership in good standing or has failed to maintain the bargaining unit member's current service fee for payments or has failed to maintain the bargaining unit members' current charitable contribution payments to one of the three (3) charities designated above, then the City shall: (1) counsel the employee regarding the bargaining unit member's obligation under this provisions; and (2) inform the employee that further failure to maintain the

appropriate payments shall subject the employee to discharge.

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. As a condition precedent to deducting the service fee or taking any action against an employee for failure to authorize service fee payments, the City must receive certification from the Union that the Union has provided all fee payers with the financial disclosure required by law, including an independently audited financial disclosure of the Union's chargeable expenses. The Union will provide a reasonable, prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other

proceedings arising out of any discharge action resulting from this provision.

This Letter of Understanding shall become effective upon ratification by the effective membership of the Union and by the Modesto City Council.

Dated: 9/24/10

MODESTO FIREFIGHTERS, IAFF
LOCAL 1289

By: Cecil D. Ridge, W
Cecil Ridge, President

Dated: 10-12-10

CITY OF MODESTO

By: Greg Nyhoff
Greg Nyhoff, City Manager

Dated: 092410

By: Michael Kraus
Michael Kraus, Fire Chief

Dated: 9-30-10

By: Michael Shockey
Michael Shockey, Fire Captain

Dated: 9.24.10

By: Jason Fritz
Jason Fritz, Fire Engineer