

**Side Letter of Agreement
Between the
City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7
Minimum Staffing in Lieu of Layoff**

Representatives of the City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7 have met and conferred and reached agreement on this Side letter of Agreement.

The City of Petaluma continues to face financial shortfalls and impending layoffs. In response to the challenging and difficult financial and economic condition the City and representatives of Unit 7 have met and agreed to a one-year change in minimum staffing levels.

The parties understand and are aware that the Unit 7 MOU expires on June 30, 2009. The parties will commence negotiations and continue to work under the terms and conditions of the existing MOU.

In response to the City's financial and economic condition, representatives of the Union have agreed to a suppression staffing level of thirteen (13) persons instead of fourteen (14) persons as follows:

Fire Department suppression staffing shall be thirteen (13) persons per shift in addition to the Battalion Chief. In the event of a mechanical failure, accident, etc. and emergency apparatus or equipment is unable to respond, the on-duty Battalion Chief shall direct the staffing and reconfiguration of emergency equipment. The Battalion Chief shall communicate with the Engine Company Officers regarding changes and procedures to insure a timely response of personnel and equipment. In the absence of an emergency, staffing will remain thirteen (13) persons at all times.

It is estimated that adjusted minimum staffing level will result in an approximate \$400,000 reduction in salary, benefit, and overtime costs.

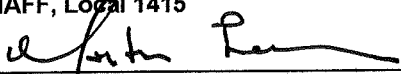
The parties agree that the Fire Chief may adjust staffing levels based upon need, and may adjust the suppression staffing as he deems necessary for the circumstances. It is understood that the minimum staffing for suppression staffing does not include the Battalion Chief.

In exchange for the adjusted minimum staffing level the City agrees it will not seek to layoff any Unit 7 employees or to decrease Unit 7 salary rates and benefit amounts.

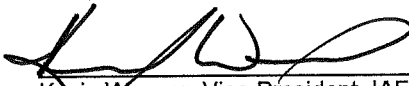
The parties agree that this Agreement shall be effective from July 1, 2009 at 0800 to June 30, 2010 at 0800 and that all terms of the Agreement expire on June 30, 2010 unless mutually agreed otherwise.

The parties further agree to meet and confer no later than April 1, 2010 to discuss the City's then-current financial condition and the need for, if any, extension of this Agreement beyond June 30, 2010.

This Side Letter of Agreement is executed the 22nd day of June 2009, by the employer-employee relations representatives whose signature appears below for their respective organizations.

IAFF, Local 1415

Marty Learn, President, IAFF Local 1415

6-11-2009
Date


Kevin Weaver, Vice-President, IAFF Local 1415


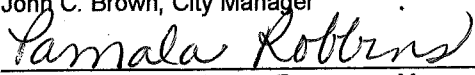
6-11-09
Date


Ken Dick, Secretary, IAFF Local 1415

6-11-2009
Date


Rick King, Treasurer, IAFF Local 1415

6-11-09
Date

CITY OF PETALUMA

John C. Brown, City Manager

Pamala Robbins, Human Resources Manager

6-22-09
Date
6-22-2009
Date

**Side Letter of Agreement
Between the
City of Petaluma and Unit 7 – Local 1415 International Association of Fire Fighters**

**Health Benefits for Active and Retired Employees
January 6, 2009**

Representatives of the City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7 have met and conferred and reached agreement on this Side letter of Agreement to the Unit 7 Memorandum of Understanding (MOU) dated July 1, 2005 through June 30, 2009 which modifies section 27 - Health Benefits - Active Employees, section 28 Health Benefits - Retired Employees and section 29 Retired Employees – Disability Benefits.

A change in California Public Employees' Retirement System (CalPERS) law relating to employer's contributions for health care premiums requires the City of Petaluma to use a new formula to determine the minimum contribution the City must make on behalf of active employees and annuitants (retirees) for health care premium payments.

1. The parties agree to replace existing MOU sections 27, 28, and 29 with the following revised sections 27, 28, and 29 effective January 1, 2009:

SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES

27.1 Active Employees – PEMHCA Contribution

The City currently provides health benefits through the California Public Employees' Retirement System (CalPERS) Health Benefits Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). The City's employer contribution for each employee's health benefits shall be the minimum required by PEMHCA. The City pays this contribution directly to CalPERS.

27.2 Active Employees – Additional Benefit

The City shall provide active employees with an additional benefit in the amount of the CalPERS Health Premium amount for Kaiser – Bay Area/Sacramento for each employee and his or her family members.

27.3 Active Employees – Additional Benefit

Effective January 1, 2009 the City shall provide active employees with an additional monthly benefit calculated as follows; the cost of the monthly CalPERS Health Premium for Kaiser – Bay Area/Sacramento less the City's PEMHCA contribution times ninety-five percent (95%) for each employee and his or her family members. For example, effective January 1, 2009, the monthly premium at the Kaiser rate for single health benefit coverage is \$ 508.30. The additional benefit would be calculated at \$ 508.30 less \$ 101.00 times 95% = \$ 386.94.

27.4 Employee Contribution

Employees shall contribute to his/her CalPERS Health Premium in the amounts less the City's PEMHCA contribution and less the additional benefit paid by the City.

SECTION 28 – HEALTH BENEFITS – RETIRED EMPLOYEES

28.1 Retired Employees – CalPERS And The PEMHCA

The City currently provides health benefits through CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA). In order for a retired employee to be eligible to receive health benefits through CalPERS after retirement, a City of Petaluma retiree must meet the following definition of "annuitant" under CalPERS law:

- (A) Employee must be a member of CalPERS; and
- (B) Employee must retire within 120 days of separation from employment with the City of Petaluma and receive a monthly retirement allowance from CalPERS.

28.2 “Unequal Contribution” Method for Health Care Premium Payments for Retirees

The City uses the “unequal contribution” method for health care premium payments for annuitants (retirees), as permitted under Government Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City’s contribution for annuitants equals the City’s PEMCHA contribution paid for active employees.

By way of explanation, for calendar year 2009, the formula for determining the City’s PEMHCA contribution for retirees is as follow:

15 years in the PEMHCA program x 5% = 75% x \$ 101 (minimum employer contribution for active employees for 2009) = \$75.75.

The City pays this contribution directly to CalPERS. The retiree is required to contribute to the cost of the health benefit coverage. The retiree’s monthly contribution shall be the cost of the monthly health benefit premium less the amount of the City’s contribution.

28.3 CalPERS Annuitant – PEMHCA Health Benefits

In accordance with the PEMHCA provisions if an employee is a CalPERS annuitant as defined in Section 28.1 and receives health benefits under the PEMHCA, the employee is eligible to receive the City’s PEMHCA contribution amount specified in Section below, regardless of the number of years of service with the City of Petaluma.

28.4 Less Than 20 Years Of Service – Not Receiving PEMHCA Health Benefits

A retired employee with less than twenty (20) years of service with the City of Petaluma who is not enrolled in the CalPERS health benefit program does not receive any retiree benefit from the City.

28.5 Less Than 20 years of Service – Receiving PEMHCA Health Benefits

A retired employee with less than twenty (20) years of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program is eligible to receive the City’s PEMHCA contribution amount according to the following schedule:.

Calendar Year	City's Monthly PEMHCA Contribution
2008	\$ 70.00
2009	\$ 75.75
2010	\$ 80.00
2011	\$ 85.00
2012	\$ 90.00
2013	\$ 95.00
2014	\$ 100.00

28.6 20 Years Or More Of Service – Not Receiving PEMHCA Health Benefits

An employee with twenty (20) or more years of service with the City of Petaluma who is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one hundred forty dollars (\$140) each month, effective the first month following the expiration of health benefit coverage.

28.7 20 Years Or More Of Service – Receiving PEMHCA Health Benefits

An employee with twenty (20) years or more of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program shall receive a benefit payment of one hundred and forty dollars (\$140) per month as specified in this section.

The City's cash retiree benefit is sent directly to the retiree.

The following chart indicates the amount of the City's PEMHCA contribution and the amount of the cash payment to the retiree in the coming years

Calendar Year	City Monthly PEMHCA contribution	City Monthly Cash Retiree Benefit	Total Benefit Amount
2008	\$ 70.00	\$ 70.00	\$ 140.00
2009	\$ 75.75	\$ 64.25	\$ 140.00
2010	\$ 80.00	\$ 60.00	\$ 140.00
2011	\$ 85.00	\$ 55.00	\$ 140.00
2012	\$ 90.00	\$ 50.00	\$ 140.00
2013	\$ 95.00	\$ 45.00	\$ 140.00
2014	\$ 100.00	\$ 40.00	\$ 140.00

It is the responsibility of the retiree to notify the City in writing if he or she is no longer participating in the CalPERS health benefit program. Following receipt of the written notice, the City will commence direct payment of the one hundred forty dollars (\$140) at the beginning of the following month.

SECTION 29 – RETIRED EMPLOYEES – DISABILITY BENEFITS

29.1 CalPERS Annuitant – PEMHCA Health Benefits

In accordance with the PEMHCA provisions if an employee is a CalPERS annuitant as defined in Section 28.1 and receives health benefits under the PEMHCA, the employee is eligible to receive the City's PEMHCA contribution amount, specified in Section 28.45, regardless of the number of years of service with the City of Petaluma.

29.2 Less Than 15 Years Of Service – Not Receiving PEMHCA Health Benefits

A retired employee with less than fifteen (15) years of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is not enrolled in the CalPERS health benefit program shall receive direct payments in the amount of one hundred dollars (\$100) each month for eighteen (18) months.


29.3 15 Years Or More Service – Receiving PEMHCA Health Benefits

A retired employee with fifteen (15) years or more of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is enrolled in the CalPERS health benefit program shall receive a benefit payment of one hundred and forty dollars (\$140) per month as specified in Section 28.7.

29.4 15 Years Or More Service – Not Receiving PEMHCA Health Benefits

A retired employee with fifteen (15) years or more of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one hundred forty dollars (\$140) each month, effective the first month following the expiration of health benefit coverage.

LOCAL 1415 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



Martin Learn, President, Local 1415, IAFF

1-7-2009

Date

CITY OF PETALUMA



John C. Brown, City Manager

1-8-09

Date



Pamala Robbins, Human Resources Manager

01-07-2009

Date

**Side Letter of Agreement
Between the
City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7**

Financial Commitment / Withdraw of Layoff

Representatives of the City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7 have met and conferred and reached agreement on this Side letter of Agreement.

Due to budget constraints, the City instituted layoffs and the freezing of positions. The Fire Inspector I position, represented by Unit 7, has been approved for layoff and the incumbent employee has been given notice that she will be laid off from her position effective 5:00 p.m. Friday, October 31, 2008.

Representatives of the Union have requested that the City withdraw the scheduled layoff of the Fire Inspector I and request that she maintain her employment status with the City.

In exchange for the withdraw of the scheduled layoff, the Union agrees to offset the expenses of the Fire Inspector I position (salary, payroll roll-up costs, and benefits) with an increase in Unit 7 employee contributions towards health insurance premiums sufficient to cover Fire Inspector I position costs. The cost of funding the position for an 8-month period (November 1, 2008 to June 30, 2009) is \$91,000.

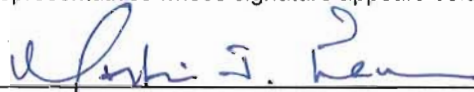
In calculating the agreed upon offset discussed above, the parties agree to first include cost savings associated with employees within the Fire Department who opt for the two-year service credit and retire. At this time those anticipated cost savings include an intended retirement of the Fire Marshal and a Battalion Chief. Also at this time the anticipated cost savings for the intended retirements are sufficient to offset the \$91,000.

While definite numbers are not available to calculate cost savings from those who opt for the two-year service and retire within the Fire Department, the parties agree that if there is not sufficient cost savings from those retirements members of Unit 7 will make up the difference with an increase an employee contributions towards health insurance premiums.

The agreed financial commitment and withdraw of layoff of the position is for the period November 1, 2008 through June 30, 2009.

The City will advise the City Council of this Side Letter of Agreement at a special meeting of the Council on Monday, October 27, 2008 and request they approve the withdraw of the layoff of the Fire Inspector I position.


This Side Letter of Agreement is executed the 24th day of October 2008, by the employer-employee relations representatives whose signature appears below for their respective organizations.


Marty Learn, President, IAFF Local 1415

10/24/2008
Date


Kevin Weaver, Vice-President, IAFF Local 1415

10-27-08
Date


Cary Ferguson, Secretary, IAFF Local 1415

10/23/08
Date


Rick King, Treasurer, IAFF Local 1415

10/24/08
Date

CITY OF PETALUMA


John C. Brown, City Manager

10-23-08
Date


Pamala Robbins, Human Resources Manager

10-23-2008
Date

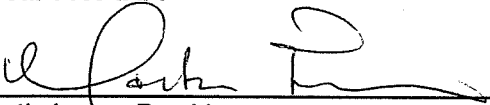
Side Letter of Agreement
Between the City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7
Bilingual Pay - Spanish

Representatives of the City of Petaluma and Local 1415 International Association of Fire Fighters (IAFF) – Unit 7 agreed on this Side Letter of Agreement to the Memorandum of Understanding (MOU) dated July 1, 2005 through June 30, 2009. This side letter shall be effective June 12, 2007 through the period June 30, 2009.

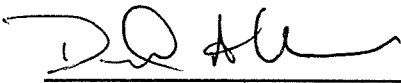
1. The City of Petaluma revised its Administrative Policy on Bilingual Testing and Certification effective June 12, 2007. The revised policy added a new level of proficiency known as an acceptable level proficiency or conversational. Employees certified as bilingual proficient at this new level qualify for the bilingual special compensation amount of \$100.00 per month.
2. Therefore the parties agree to replace Section 9.6 Bilingual Pay – Spanish with the following revised section:
 - 9.6 Eligible employees are certified for bilingual proficiency in Spanish in accordance with the City's Bilingual Testing and Certification policy. An employee certified at a high level proficiency or verbally fluent is eligible for two hundred dollars. (\$200.00) An employee certified at an acceptable level proficiency or conversational is eligible for one hundred dollars (\$100).

This Side Letter of Agreement is executed and effective June 12, 2007, by the employer-employee relations representatives who signature appears below for their respective organizations.

Local 1415 IAFF




Martin Learn, President
Local 1415 IAFF



David Kahn, Representative
Local 1415 IAFF

City of Petaluma



Michael A. Bierman, City Manager



Pamala Robbins, Human Resources Manager

**Side Letter of Agreement
Between the
City of Petaluma and Local 1415 - International Association of Fire Fighters – Unit 7**

Class A Uniform Requirement

Representatives of the City of Petaluma and Local 1415 – International Association of Fire Fighters – Unit 7 have met and conferred in good faith and have reached agreement on this Side Letter of Agreement to the Memorandum of Understanding (MOU) regarding terms and conditions for the requirement that Unit 7 employees have a Class A Uniform.

The City of Petaluma wishes to require Unit 7 employees to have a Class A Uniform rather than having the Class A Uniform be optional. This Side Letter of Agreement is intended to outline the terms and conditions for employees to meet that new requirement.

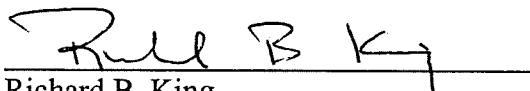
This Side Letter of Agreement shall be effective with the ratification of the 2005-2009 Memorandum of Understanding for Unit 7. The terms and conditions of this Side Letter of Agreement shall be incorporated into the Fire Department Policies and Procedures – Uniform Policy.

The parties agree that effective June 30, 2008 all Unit 7 employees will be required to have a Class A Uniform as outlined in the Fire Department Policies and Procedures – Uniform Policy specification.

Newly hired employees shall have a Class A Uniform within one (1) year following completion of his or her probationary period.

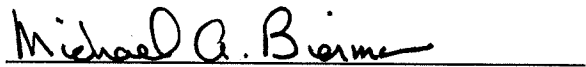
This Side Letter of Agreement is executed the 12th day of September 2005, by the employer-employee relations representatives whose signature appears below for their respective organizations.

**Local 1415 - International
Association of Fire Fighters (IAFF)**

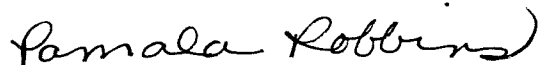


Richard B. King
President, IAFF Local 1415

City of Petaluma



Michael A. Bierman
City Manager



Pamala Robbins
Human Resources Manager



Judd Cuenin
Fire Battalion Chief

**Side Letter of Agreement
Between the
City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7**

2 x 4 Work Schedule Trial Program

Representatives of the City of Petaluma and Local 1415 International Association of Fire Fighters – Unit 7 have met and conferred and reached agreement on this Side letter of Agreement.

The City of Petaluma and Local 1415 International Association of Fire Fighters may establish mutually agreed upon work schedules. The Fire Chief, representatives of Fire Department Management, and Local 1415 have met and wish to implement a new trial work schedule effective January 1, 2009 known as the "2 x 4" schedule for a 12-month period.

The parties agree:

1. The 2 x 4 work schedule will be implemented effective January 1, 2009 for a 12-month trial period.
2. The document prepared by Fire Chief Larry Anderson dated October 20, 2008 entitled "Petaluma Fire Department Proposal to Implement "2 x 4" Trial Period" shall be used as a guide in implementing the program.
3. A 2 x 4 Work Schedule Evaluation Committee is hereby established consisting of two members of Local 1415 and two members of Fire Management. The purpose of the committee is to:
 - a. Establish criteria with which to evaluate the trial program.
 - b. Measure and evaluate the program using criteria and other measures as deemed appropriate for program evaluation.
 - c. Evaluate and recommend actions to the Fire Chief on any problems and/or issues that may arise in the program.
 - d. Meet at least quarterly to evaluate and review the program and provide the Fire Chief with a report of issues and statistics. Submit a report to Fire Chief within 30 days following the quarterly meeting.
 - e. Provide the Fire Chief with a recommendation in October 2009 of whether the Fire Department should, effective January 1, 2010, continue the work schedule, implement the work schedule, or discontinue the work schedule. The Fire Chief shall make the final decision regarding whether or not the schedule will continue.
4. The program is to result in no additional cost or financial impact to the City. Should a cost be identified the parties agree to discuss and mutually resolve.
5. All other terms and conditions of employment as outlined in the Unit 7 Memorandum of Understanding remain in effect except that employees can work only seventy-two (72) consecutive duty hours (including shift trades) without approval. Time worked in excess of the seventy-two (72) consecutive duty hours (including shift trades) require Battalion Chief approval.
6. All are committed to work toward making the program successful.
7. The Fire Chief reserves the right to discontinue the program at any time.

This Side Letter of Agreement is executed the day 13 of November 2008, by the employer-employee relations representatives whose signatures appears below for their respective organizations.

LOCAL 1415 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



Marty Learn, President, IAFF Local 1415

11-13-2008

Date

CITY OF PETALUMA



Larry Anderson, Fire Chief

11/13/08

Date



Pamala Robbins, Human Resources Manager

11-13-2008

Date



John C. Brown, City Manager

11-13-08

Date