

**AMENDMENT #2 TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SANTA ROSA AND FIREFIGHTERS LOCAL 1401 FOR AND ON BEHALF  
OF THE EMPLOYEES IN THE CITY'S UNIT 2 — FIREFIGHTING  
FISCAL YEARS 2006/2007 THROUGH 2011/2012**

This Amendment #2 dated October 12, 2010 is between the City of Santa Rosa ("City") and Unit 2 - Firefighting, represented by the Santa Rosa Firefighters Local 1401 ("Union.").

**RECITALS**

On August 8, 2006, the City Council adopted Resolution No. 26633 ratifying the Memorandum of Understanding between the City and Santa Rosa Firefighters Local 1401 fiscal years 2006/2007 through 2011/2012 ("Agreement").

The City and Union representatives met and conferred and reached agreement regarding salary concessions for Fiscal Years 2008/2009, 2009/2010, and 2010/2011 .

Whereas, in May 29, 2008, the City and the Union agreed to concessions that were implemented as follows:

- 1) The Union would spread out a salary increase agreed to be received on June 29, 2008 in the original Agreement as follows: 5% salary increase on June 29, 2008, 1% salary increase and 1% designated to the Retiree Health Stipend on January 4, 2009 and 2% on July 5, 2009 to be added to the COLA increase adjustment provided for in Section 13.3.4 of the Agreement and

Whereas, in May 29, 2009, the City and the Union agreed to additional concessions that were implemented as follows:

- 1) The Union would begin employee contributions toward the cost of health care equivalent for 4.15% of base salary effective July 5, 2009; and
- 2) The Union agreed to take a flat 3.5% increase in lieu of a previously contracted salary increase based on salary/compensation survey in July 2010, and

Whereas, in September 30, 2010, the City and the Union agreed that:

- 1) The Union would defer the 3.5% salary increase due in July 2010 to July 2011, and
- 2) The City would temporarily increase the vacation cap in FY 2010/2011, and
- 3) The City would temporarily increase the floating holiday payoff for Unit 2 personnel hired after July 1, 2005 for FY 2010/2010.

Therefore, in order to implement the items agreed to as a result of meet and confer regarding salary concessions, the Memorandum of Understanding for Unit 2 – Firefighting shall be amended as follows:

## AMENDMENT #2

**Article 13 SALARIES is hereby amended in part to read as follows with respect to :Articles 13.3.3-13.3.6**

13.3.3 As the result of a salary survey the Union shall receive a total of 9% in salary increases to be disbursed as follows: effective June 29, 2008 the Union shall receive a 5% salary increase. Effective January 4, 2009 the Union shall receive a 1% salary increase and 1% shall be designated to the Retiree Health Stipend. Effective July 5, 2009, the Union shall receive a 2% salary increase to be added to the 2009 COLA adjustment.

13.3.4 Effective July 5, 2009 the Union shall receive a 2% salary increase as described in Article 13.3.3 in addition to a 2.5% COLA. These increases will be offset by a corresponding contribution of 4.15% of base salary to be paid toward the cost of the health care premium as described in Article 37.7.

13.3.5 The Union shall receive a 3.5% salary increase in lieu of a salary survey in July, 2010.

13.3.6 Effective July 4, 2010 the Union shall defer the increase described in Article 13.3.5 to July 3, 2011.

13.3.7 Effective July 3, 2011 the Union shall receive the increase described in Article 13.3.5 in addition to a salary increase equal to 100% of the average bimonthly percentage change in the SF/OAK/SJ CPI-U for the months of February and April of the calendar year. Regardless of the foregoing, there shall be a minimum salary increase of two and one half percent (2.5%) and a maximum salary increase of five percent (5%) in addition to the salary increase described in Article 13.3.5.

**Article 26 VACATION is hereby amended with respect to articles 26.5 through 26.11 to read as follows:**

26.5 Effective October 10, 2010 the vacation accrual cap for suppression personnel shall be temporarily increased by fifty-six (56) hours over the limits stated in Article 26.1 for each level. The vacation accrual cap for prevention personnel shall be temporarily increased by forty (40) hours over the limits in Article 26.1 for each level. This temporary increase in the vacation cap shall sunset effective July 3, 2011. On July 3, 2011 those employees whose vacation accrual exceeds the limits stated in Article

26.1 shall not accrue any additional vacation until their vacation balance falls below the cap established in Article 26.1.

26.6 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances the City Manager's Office may approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

26.7 Effective July 1, 2007 after completing one year of service an employee may elect to sell back up to twenty four (24) hours of vacation paid at the employee's regular rate of pay. Employees who elect to sell back vacation must have a remaining balance of seventy two hours (72) following the sell back. Payouts shall occur in accordance with the compensatory time pay out schedule. (See Article 16.1.4)

26.8 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services.

26.9 Vacation time shall not be used for industrial injury or to extend a date of retirement.

26.10 Up to two (2) shifts of vacation for classifications of Fire Captain, Fire Engineer and Firefighter and up to forty (40) hours for the classifications of Fire Inspector I, Fire Inspector II and Senior Fire Inspector, may be used for the death of the following family members: sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, or niece by blood only and any person who at the time of his/her death was residing in the same household as the employee.

26.11 Vacation time may be used for any unplanned urgent personal situation. The intent is to allow employees time off when a situation occurs that is unavoidable.

26.12 Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to the restrictions outlined in the department vacation SOP.

**Article 27 HOLIDAYS is hereby amended with respect to articles 27.3.1 through 27.3.2 to read as follows:**

27.3.1 Effective the first pay check of December 2010 the holiday payoff will be based on 179.2 hours for employees hired on or after July 1, 2005:

179.2 hours x regular hourly rate of pay = Holiday Pay

The holiday payoff for all employees hired prior to July 1, 2005 shall remain as outlined in Article 27.3.

27.3.2 Effective July 3, 2011 holiday payoffs shall return to the level established in Article 27.3 for all 1401 employees.

**Article 37 HEALTH INSURANCE is hereby amended with respect to articles 37.7 through 37.9 to read as follows:**

37.7 Effective July 5, 2009 the Union shall contribute 4.15% of base salary to the cost of health premiums. This 4.15% of base salary paid toward the cost of health care premiums shall sunset on June 30, 2012. [For the purposes of calculating the contribution, base salary for Training Captain shall include premium pay for Training Assignment as described in Article 25.2.3

37.7.1 In the event General Fund revenue is sufficient to restore Fire Department Services without browning out engine companies in FY 10/11 the City agrees to meet and confer regarding the employee's health care contribution for FY 11/12 as described in Article 37.7.

37.8 Retirees are eligible for health insurance through PERS. For retirees the CITY has elected the unequal contribution method. This means the CITY contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

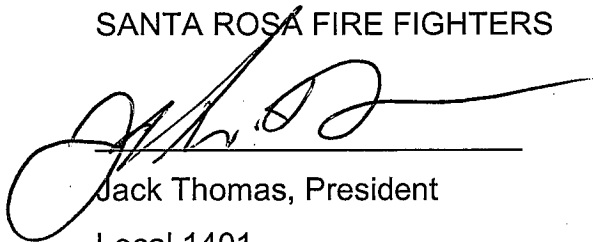
37.9 Part-time employees may elect to participate in health insurance plans and the CITY will contribute a percentage of the amount equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Part-time employees will have a one time option to participate subject to certain provisions of the law.

37.10 The CITY acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter or Peace Officer who dies in the line of duty, health benefits as prescribed by law.

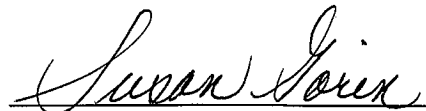
Except as modified herein, all other terms of the Agreement shall remain in full force and effect.

SANTA ROSA FIRE FIGHTERS

CITY OF SANTA ROSA



Jack Thomas, President  
Local 1401



Susan Gorin, Mayor  
City of Santa Rosa