

REPORT

To the Honorable Mayor and City Council
From the City Manager

July 13, 2009

Subject

Approval of Side Letter of Agreement between the City of Redwood City and International Association of Fire Fighters (IAFF) Local 2400 representing the Redwood City Firefighters Union.

Recommendation

By motion authorize the Fire Chief and Human Resources Director to execute the Side Letter of Agreement allowing for temporary adjustments to the staffing agreement articulated in section 25 of the current Memorandum of Understanding (MOU) between the City and IAFF by reducing the staffing for Truck 9 from the required complement of four members to three members.

Background

In light of the City's current financial deficit, the City Council has tentatively approved the Fiscal Year 2009-10 general fund budget with approximately \$4.2 million in expenditure reductions. The Fire Department budget has been reduced by 4.3%, for a total of \$755,483. Included are \$400,000 of overtime cuts resulting from taking Engine 9 out of service 90 shifts in Fiscal Year 2009-10.

As explained to the Council on June 15, 2009, the Fire Chief and the Union have worked together to create an alternative plan to the Engine 9 "brown-out". Effective July 1, 2009, the City and Union mutually agree to temporarily adjust the staffing agreement articulated in section 25 of the MOU by reducing the staffing for Truck 9 from the required complement of four members to three members. This will provide the Fire Chief with more flexibility in managing staffing resources, and will allow Engine 9 to remain in service.

The implementation of this agreement will result in fewer, if any, brown-out shifts for Engine 9, and will net the same \$400,000 in cost savings required to meet the Fire Department budget's bottom line.

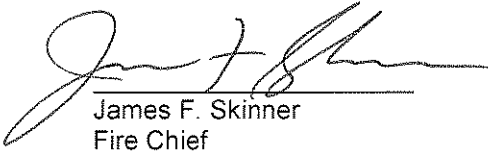
Alternatives

Council could direct staff to renegotiate specific terms of the staffing agreement.
Council could direct staff to negotiate an entirely new side letter of agreement.

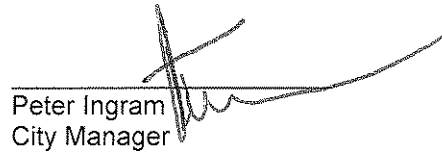
Fiscal Impact

The total general fund savings in Fiscal Year 2009-10 as a result of this agreement is projected to be \$400,000, consistent with the City Manager's recommended budget to

the City Council.



James F. Skinner
Fire Chief



Peter Ingram
City Manager

ATTACHMENTS

1. Side letter of agreement with IAFF Local 2400.

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

None

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF REDWOOD CITY &
IAFF LOCAL 2400 REPRESENTING THE
REDWOOD CITY FIRE FIGHTERS ASSOCIATION
July 1, 2009 - June 30, 2010**

The members of the Redwood City Fire Fighters Association (Union) are in a contract that was negotiated with benefits extending from January 1, 2006 to December 31, 2009. Due to ongoing financial hardship at the National, State, County and Local level, the City of Redwood City (City) did request and the Union agreed to forgo the projected salary increase of 4% effective January 1, 2010.

Furthermore, following a presentation by the Fire Chief concerning the current financial circumstances of the City and management's request to maintain the continual staffing of Engine 9, the Union, professionally committed to provide the best emergency service possible to the citizens of Redwood City, agreed to the following:

Effective July 1, 2009, the City and Union mutually agree to temporary adjustments to the staffing agreement articulated in Section 25 of the MOU by reducing the staffing for Truck 9 from the required complement of four members to three members so that Engine 9 can be maintained in service at all times.

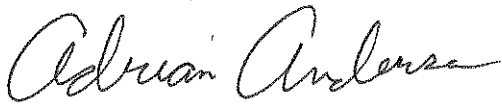
Inasmuch as it is the position of the Union that a fully operational Engine 9 is critical to the safe deployment of Fire apparatus providing emergency service for Redwood City, the Union is willing to make this temporary compromise in truck staffing. However, nothing in this temporary arrangement can, will, or should be interpreted to indicate any change in the Union's base philosophy pertaining to proper truck staffing wherein the minimum safe and effective complement is four personnel. Furthermore, the Department will make every effort to assure that deployment of Truck 9 will be complemented with additional apparatus and personnel if necessary to assure the safe operation of Truck 9 according to accepted professional standards.

Therefore, the Union agrees that for one year the staffing level of Truck 9 will be changed from the required four members to three members. The purpose of this staffing change is to provide for the necessary staff members to maintain Engine 9 in full service. This accommodation and cost savings for the City will commence on July 1, 2009 and will sunset on June 30, 2010, or will be immediately revoked if the following occurs:

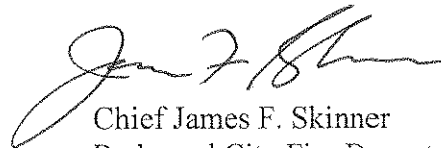
- (Cessation Clause) If at anytime Engine 9 is not constantly staffed and maintained in service this staffing reduction and financial accommodation to assist the City will be immediately revoked and Truck 9 will immediately be staffed with a full complement of four personnel. *(However, in the event of an exigent circumstance or emergency the **Union President** could allow the brown out of Engine 9 and not trigger the cessation clause as heretofore articulated.)*
- This accommodation is anticipated to be for a maximum of 295 shifts and any continuation past 295 shifts without mutual agreement shall invoke the cessation clause.
- The Union retains the right to terminate this staffing accommodation at any time during the time period of the extension, whereupon Truck staffing would immediately revert to four personnel and the deployment and staffing of Engine 9 would be determined by the Fire Chief.
- Any continuation beyond the stipulated year will be at the sole discretion of the Union.

This joint effort of the Department and the Union is evidence of the commitment of the Union to effectively assist the City and the Department during these economic hard times.

Effective: July 1, 2009 – June 30, 2010



Adrian Anderson, President
Redwood City Fire Fighters Association



Chief James F. Skinner
Redwood City Fire Department



David H. Swim, D.P.A.
Labor Consultant



Robert Bell
Director of Human Resources