



SIDE LETTER AGREEMENT BETWEEN THE CITY OF  
PETALUMA AND THE INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS (IAFF), UNIT 7

The representatives of the City of Petaluma and the International Association of Fire Fighters (IAFF), Unit 7, have met and conferred and reached agreement on this Side Letter of Agreement. The parties agree to the following:

- 1) The current contract will be extended by one year to December 31, 2018.
- 2) A compensatory time bank will be implemented as an alternative to overtime, with a cap of 240 hours maximum accumulation, the City agrees as follows:

**Overtime Compensation – Compensatory Time**

Employees shall be compensated for accrued overtime either in cash or as compensatory time. Employees may accrue up to a maximum of two hundred and forty (240) hours of compensatory time. When two hundred and forty (240) hours of compensatory time are accumulated, the City shall compensate the employee in cash for any additional overtime worked.

**Compensatory Time – Request for Time**

An employee wishing to use his or her accrued compensatory time off (CTO) shall make the request to his or her supervisor in writing. The City shall permit the employee to use the requested accrued CTO within a reasonable period after making the request, and to the extent required by the Fair Labor Standards Act (FLSA), so long as the use of the CTO does not unduly disrupt the operations of the City. The City is not required to grant use of the CTO on the preferred day or days requested by the employee.

**Compensatory Time Payout**

Each employee may request payment of up to 100 hours of the employee's current balance of compensatory time two times per year, to be paid in the month of December and the month of June. This payout shall be made in the employee's regular paycheck.

- 3) Uniform pay will be eliminated after incorporating the premium into base pay. Uniform pay is currently paid as a bi-weekly premium of \$52.19, which is based on the current top step of the Firefighter's annual salary.

4) Union Time Bank:

This time is used by Union Officers for official business and shall not exceed a cumulative balance of 450 hours. The City agrees to lower the union time bank cap to 450 hours.

5) Long Term Disability (LTD):

The City agrees to pay \$24.50 per employee, per month for LTD insurance premiums.

6) Fire Prevention Bureau – the following terms cover Fire Prevention employees exclusively:

a) Holidays:

Fixed holidays currently provided for in the MOU will be based on the employee's regular work shift. For example, if an employee works a 4/10 schedule, s/he shall receive ten (10) hours of pay for the holiday. If an employee works a 9/80 schedule, s/he shall receive nine (9) hours of pay for the holiday, or eight (8) hours pay if the holiday falls on their regularly scheduled eight (8) hour workday as part of their 9/80 schedule. If an employee works a 5/8 schedule (five days/week, eight hours/day), s/he shall receive eight (8) hours of pay for the holiday. The same shall be true for any employee whose regular work week is fewer than forty (40) hours per week, except that no such employee shall receive more than eight (8) hours of pay for the holiday.

b) Floating Holiday:

On a fiscal-year basis, employees will receive floating holiday hours based on the employee's regular work shift. Employees regularly assigned to an eight-hour work day shall receive one eight-hour floating holiday. Employees regularly assigned to a nine-hour work day shall receive one nine-hour floating holiday. Employees regularly assigned to a ten-hour work day shall receive one ten-hour floating holiday.

c) Standby Pay:

An employee who is assigned to standby shall be paid \$3.25 for each hour that the employee stands by on call.

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

/s/ Kenneth Dick 5/16/2019  
Kenneth Dick, President, IAFF Local 1415 Date

/s/ Matt Martin 5/16/2019  
Matt Martin, Representative, IAFF Local 1415 Date

**CITY OF PETALUMA**

/s/ Peggy Flynn 5/21/2019  
Peggy Flynn, City Manager Date

/s/ Cynthia Kasten 5/21/2019  
Cynthia Kasten, Interim Human Resources Director Date