

CITY OF REDDING

777 CYPRESS AVENUE, REDDING, CA 96001

P.O. BOX 496071, REDDING, CA 96049-6071

October 15, 2019

Matthew Oliphant, President
International Association of Fire Fighters (IAFF), Local 1934
PO Box 991188
Redding, CA 96099

RE: Side Letter of Agreement between the City of Redding and IAFF regarding Temporary 40-hour Captain Position

Dear Matt,

This letter is to confirm the agreement reached between the City of Redding and IAFF regarding the temporary 40-hour Captain position. See attached agreement.

Sincerely,

Sheri DeMaagd
Assistant City Manager/Personnel Director

CC: City Council
Barry Tippin, City Manager
Cullen Kreider, Fire Chief
Jay Sumerlin, Deputy Fire Chief



LETTER OF AGREEMENT BETWEEN THE IAFF, LOCAL 1934 AND THE CITY OF REDDING

Temporary 40-hour Captain Position

Background: The new 12 Apprentice Fire Fighter and 6 Fire Fighter positions funded by REU are intended to enhance the response capabilities of the Fire Department and address fuel mitigation around electrical infrastructure and City owned open space. In support of this effort the IAFF agrees to the temporary assignment of a 40-hour supervisor (Captain or Acting Captain) to assist the Department with the recruitment, training and implementation of a new program until the hiring of a new Assistant Fire Marshal. This agreement is non-precedent setting. The IAFF and the City agree to the following:

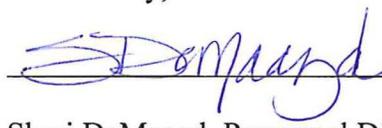
1. Interested personnel will be interviewed by Chief Officers. Rating would be consistent with promotional interviews; measuring the candidates' ability, skills and enthusiasm for the assignment.
2. The expectations of the 40-hour supervisor are consistent with the performance standards with all Captains/Supervisors in our Department.
3. The work schedule will be a 40-hour work week, 8 am – 5 pm Monday through Friday.
4. All probationary employees receive a quarterly evaluation, then annually during their employment with the COR. The 40-hour work week supervisor will be responsible for these evaluations.
5. The 40-hour supervisor will be allowed to work behind station personnel for overtime outside of their regularly scheduled shift (after 5:00 p.m. and on weekends) in order to prevent an order back.
6. The 40-hour supervisor will be eligible for Strike Team & overhead assignments.
7. When leave is taken by the 40-hour supervisor, leave will be offered to those employees that interviewed for the position and were placed on an eligibility list. It will not be mandatory for those employees to fill that leave. Should an employee be unavailable for coverage, a person from fire prevention or other chief officer will cover the assignment.
8. The 40-hour supervisor may request time off (vacation, SL, CTO, funeral, jury, etc.) from the Fire Marshal.
9. The 40-hour supervisor will work the holidays designated in Local 1934's MOU if they were already scheduled to work per their previous shift assignment to avoid any order back created by their vacant position.
10. The temporary reclassification assignment will have a sunset date of February 1, 2020.
11. The Fire Marshal will be the direct supervisor for 40-hour supervisor.
12. Should the second Assistant Fire Marshal recruitment not be successful. The City and the Association agree to meet immediately following the process to discuss alternative options.

For the IAFF,



Matt Oliphant, President

For the City,



Sheri DeMaagd, Personnel Director/Assistant CM

DeMaagd, Sheri

From: DeMaagd, Sheri
Sent: Monday, October 14, 2019 12:28 PM
To: Steve Allen (Sallen@upec792.com); Matt Oliphant (president@local1934.com)
Cc: Kreider, Cullen
Subject: Temporary Captain 40 hour schedule Draft Letter of Agreement w SD Edits
Attachments: Temporary Captain 40 hour schedule Draft Letter of Agreement w SD Edits.docx

Matt and Steve,

I took the liberty of modifying #5 in case you were in agreement with the City's clarification.

Thank you.
Sheri

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For the IAFF,

For the City,

Matt Oliphant, President

Sheri DeMaagd, Personnel Director/Assistant CM

DeMaagd, Sheri

From: Steve Allen <sallen@upec792.com>
Sent: Thursday, October 3, 2019 10:56 AM
To: DeMaagd, Sheri
Cc: jpatday@yahoo.com; Mark Larson (linedork@gmail.com); mdahunter2@gmail.com; Ron Copeland; Rick Griffith (rick.allen.griffith@gmail.com); Ron Copeland; Steve Allen
Subject: Open items

Hi Sheri,

Section 6.8 of the MOU states that "The City and the Union agree to meet and discussion the career progression of Electric Utility Analyst and Safety & Environmental Coordinator **within 60 days** of the MOU implementation." It has now been 81 days and no such meeting has occurred. Can we get this on the calendar ASAP?

Also, we have not received any more clarity about section 6.7, the 4 series study a year that starts in January. It is important that we have an understanding of how this process is going to work before January rolls around and it is just around the corner! I suggest we discuss this matter at the meeting we will have for the Section 6.8 discussion..

Sound good? Do you have dates in mind?

Thank you,

Steve Allen
Business Manager and Secretary Treasurer



United Public Employees of California Local 792
"Serving those who serve our Communities"
1800 Park Marina Drive Redding, California 96001
Office: 530.245.1890 Fax: 530.246.1651
Cell: 530.604.4874
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Website: www.upec792.com



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DeMaagd, Sheri

From: Steve Allen <sallen@upec792.com>
Sent: Tuesday, October 8, 2019 9:14 PM
To: DeMaagd, Sheri
Cc: 'Matt Oliphant (president@local1934.com)'; Kreider, Cullen; Steve Allen
Subject: 10-8-19 Temporary Captain 40 hour schedule Draft Letter of Agreement.docx
Attachments: 10-8-19 Temporary Captain 40 hour schedule Draft Letter of Agreement.docx

Good evening, Sheri,

Attached is a proposed "Letter of Agreement" I am authorized to present to the City for consideration to facilitate the temporary supervision of the fuel mitigation program by a "40 hour captain assignment" pending a successful recruitment for the Assistant Fire Marshal position that will permanently supervise the program. I was not personally involved in the recent strenuous effort by the Union and the City regarding a new classification proposed by the City for this duty but my understanding is that no agreement coalesced which has led to the current and immediate need for temporary supervision. It is further my understanding although again I was not involved that Chief Kreider has taken the position that an agreement is not necessary because he has the authority to unilaterally impose these duties and changes on the current classification of Captain. Without going into detail it suffices to state that the Union strongly disagrees with the Chief on this issue. We believe there are many changes in the current and long-standing working conditions for Captain that are covered by the MOU and the zipper clause.

This disagreement need not matter, however, as all we need to do is sign the attached Letter of Agreement which would accomplish what the Chief wants.

Please let me know if the City is willing to execute this or a similar agreement. I hope so. If not, I will be recommending the Union grieve this issue as it should not be tolerable to any Union to allow such rough and violative treatment of our contractual rights.

Lets execute an agreement and move this program forward.

Your thoughts and response would be appreciated.

Thank you,

Steve Allen

Labor Relations Negotiator

Goyette & Associates

530-604-4874

sallen@upec792.com

