

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
CITY OF FRESNO
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 753 – UNIT 10
(FIRE MANAGEMENT)**

This AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Amendment”) is made and entered into the ___ day of August, 2014, between the CITY OF FRESNO, State of California, a municipal corporation, (“**City**”), and the International Association of Fire Fighters, Local 753, Unit 10, Fire Management, (“**Association**”). The City and the Association are collectively referred to as “**the Parties**”, both of whom agree as follows:

RECITALS

WHEREAS, the Parties entered into a successor Memorandum of Understanding, effective August 5, 2013 through June 30, 2016 (“MOU”), upon adoption by the City Council of the City of Fresno and Mayoral approval; and

WHEREAS, the City Council of the City of Fresno (“Council”) adopted the MOU at its January 30, 2014 Council Meeting; and

WHEREAS, the MOU agenda item on January 30, 2014, contained two versions of the MOU, one final and the other showing the changes to the MOU (“red-lined”); and

WHEREAS, a sentence in Article VII, Section F, subsection 2 of the MOU was inadvertently deleted or crossed out due to a clerical error. The sentence in the subsection was at the end of a series of items being deleted and the deletion was inadvertently extended too far in the subsection; and

WHEREAS, the sentence inadvertently deleted reads, “All compensation earned by a member pursuant to education incentive shall be compensable for retirement purposes”; and

WHEREAS, during the successor MOU negotiations, the Parties made no representation that the sentence in the subsection was to be deleted; and

WHEREAS, the Staff Report to the January 30, 2014, MOU agenda item which explained the changes to Council, did not mention any change in the eligibility of the education incentive for retirement calculations because there was no intent to change the benefit; and

WHEREAS, failure to correct the clerical error could materially impact the retirement calculations for members in the Association; and

WHEREAS, the Parties desire to correct the MOU to insert the inadvertently deleted sentence noted above;

NOW THEREFORE, the Parties agree to amend the MOU as follows:

1. Article VII, Section F, subsection 2 of the MOU is amended to read:

Members who have satisfactorily attained a Chief Officer Certificate through the California State Fire Marshal, a Chief Officer Certificate through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy shall be compensated at a rate of nine percent (9%) above the member's base rate of pay. All compensation earned by a member pursuant to education incentive shall be compensable for retirement purposes.

2. All of the terms and conditions of the MOU not modified by this Amendment shall remain in full force and effect.

3. This Amendment shall be effective August 5, 2013 through June 30, 2016, upon adoption by the City Council of the City of Fresno and Mayoral approval.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the date and year first written above.

**FOR THE CITY OF FRESNO
IAFF, LOCAL 753**


FOR THE CITY OF FRESNO

Pete Flores
IAFF President

Kenneth Phillips
Labor Relations Manager

Richard Cabral
Management Unit President

Date _____

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**
BY: 
Supervising Deputy