

# Memorandum of Understanding (MOU) Side Letter Agreement

**Date:** September 9, 2024

**Parties:**

City of Folsom

Sacramento Area Firefighters Local 522, IAFF, Folsom Unit

**Subject: Clarification on Shift Trades Language and Financial Responsibility**

**Background:**

During the negotiations of the Memorandum of Understanding (MOU) for the current contract between the City of Folsom and Sacramento Area Firefighters Local 522, IAFF, Folsom Unit (SAFF Local 522), SAFF Local 522 proposed the addition of language to clarify the financial responsibilities related to shift trades. Specifically, this language states that the financial responsibility for a shift trade falls on the employee accepting the trade.

Both parties mutually agreed to include this clarification in the MOU, as outlined in Article XIII, Section 4, Shift Trades, D.4). The added language is as follows:

- *"In the event the original employee is unable to report to work, the Department will deduct the appropriate number of leave hours. If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the accepting trade working employee using the provisions governing force hire compensation, Article V, Section 5, Mandatory Hires, when applicable."*

However, it has come to our attention that a contradictory sentence remains within Article XIII, Section 4, Shift Trades, A., which states, *"The employee requesting the trade is responsible to fill the vacancy **and for any financial consequences.**"* The underlined and bolded portion of this sentence should have been removed during the finalization of the MOU.

**Agreement:**

In consideration of the mutual understanding and agreement detailed herein, Sacramento Area Firefighters Local 522, IAFF, Folsom Unit, and the City of Folsom agree as follows:

**1. Amend Article XIII, Section 4, Shift Trades, A:**

Each employee may be allowed to trade time for shift(s) for which they are able to secure another qualified employee to work in their place; provided that the substitution does not impose any fiscal impact to the City. Substitutions are to be made with the approval of the department. The Fire Chief or his/her designee retains the right to refuse the shift trade. The substitutions will be applied for in advance. The employee requesting the trade is responsible to fill the vacancy **and for any financial consequences**. The City shall not be held responsible for arrangements between employees.

**2. Add New Language to Article XIII, Section 4, Part D:**

*5) In the event that the accepting trade-working employee has an approved Workers' Compensation injury that prevents him/her from covering the shift in question, the fiscal responsibility shifts to the original employee requesting the shift trade (TT) unless the original employee finds another qualified individual to work the shift as trade working (TW). If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the original employee requesting the shift trade using the provisions governing force hire compensation, as outlined in Article V, Section 5 Mandatory Hires.*

This side letter serves to resolve any inconsistencies and ensures that the agreed-upon provisions regarding a shift trade and financial responsibilities are clearly understood and adhered to by all parties involved.

**Effective Date:**

The new language outlined above in Article XIII, Section 4, Shift Trades, is effective as of September 9, 2024, as part of the Memorandum of Understanding between the City of Folsom and Sacramento Area Firefighters Local 522, IAFF, Folsom Unit (SAFF Local 522).

**Termination:**

This side letter agreement will remain in effect for the duration of this Memorandum of Understanding and may be incorporated into any successor Memorandum of Understanding.

**Signatures:**

City of Folsom



Elaine Andersen  
City Manager

Sacramento Area Firefighters, Local 522, IAFF



Trevor Jamison  
President, Local 522



Allison Garcia  
Human Resources Director



Dan Carson  
SAFF, Local 522 Unit Representative



Steven Wang  
City Attorney



Larry Menth  
Labor Relations Consultant



Ken Cusano  
Fire Chief



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Robert Byrne  
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