

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
SAINT PAUL FIRE FIGHTERS, LOCAL 21**

The City of Saint Paul (hereinafter "City") and Saint Paul Fire Fighters, Local 21 (hereinafter "Union") agree to the terms of this Memorandum of Agreement (hereinafter "MOA") which states as follows:

WHEREAS, Article 24 of the collective bargaining agreement between the City and the Union establishes the amount of a clothing allowance for Union members; and

WHEREAS, Article 24 of the collective bargaining agreement between the City and the Union currently requires a clothing allowance on a voucher system; and

WHEREAS, the City and the Union, through mutual discussion and consideration, seek to eliminate the voucher system for clothing allowances and convert to a cash system;

NOW THEREFORE, it is agreed as follows:

The City and the Union agree to change the method and computation of clothing allowances in Article 24 of the collective bargaining agreement, by changing the clothing allowance from a voucher system to a direct cash payment to employees, effective in 2009 and thereafter, subject to the following conditions:

1. For 2009, the City shall pay a clothing allowance of five hundred sixty-five dollars (\$565.00) as a cash payment to all employees within the bargaining unit. Such payment shall be placed on employees' paychecks, and be made within a reasonable time after signing this agreement. Thereafter such clothing allowances shall be paid on or before March 1 of each year.
2. Effective February 25, 2009, all existing balances shall be frozen. The attached list of employees and clothing balances, as of February 25, 2009, shall serve as the basis for establishing existing balances. At the time the 2009 clothing allowance is paid to employees, the City shall cash out all existing balances, up to six hundred forty dollars (\$640.00) per employee. Any existing balance in excess of six hundred forty dollars (\$640.00) shall revert back to the City. The following conditions shall apply when cashing out existing balances:
 - a. Any cashed out balance will be adjusted by the cost of any items reimbursed after February 25, 2009.
 - b. Any clothing purchases made this year that have not been reimbursed, or purchases made after February 25, 2009, shall not be reimbursed.
3. For those employees with negative clothing balances, their clothing cash amount shall be reduced by the amount of the negative balance.

4. In 2010 and each year thereafter, the City shall increase the previous year's clothing allowance by the negotiated across-the-board percentage wage increase. The 2010 clothing allowance shall be five hundred eighty-three dollars and thirty-six cents (\$583.36).
5. For new employees who begin employment during the calendar year, their initial clothing allowance shall be paid with the first paycheck after starting employment, and shall not be prorated. Future clothing allowances will be paid at the same amount and at the same time as all other active employees.
 - a. In 2009, the initial clothing allowance amount for new employees shall be three hundred seventy-five dollars (\$375.00).
 - b. In 2010 and each year thereafter, the City shall increase the previous year's amount for new employees by the negotiated across-the-board percentage wage increase. The 2010 clothing allowance for new employees shall be three hundred eighty-seven dollars and eighteen cents (\$387.18).
6. Employees will be responsible for reporting to duty in a clean, Department authorized uniform. Employees who fail to do so will be relieved of duty without pay until such time as they report wearing an acceptable uniform, and may be subject to discipline.
7. The existing Labor Management Committee shall continue to work to establish the defined uniform, according to the provisions of Article 24 of the collective bargaining agreement.
8. The parties agree to incorporate the terms of this MOA into the successive collective bargaining agreement, and as such will not be costed against the Union as the successive collective bargaining agreement is negotiated by the parties.

FOR THE CITY:

FOR THE UNION:

Jason Schmidt
Labor Relations Manager

Michael Smith
President, Fire Fighters Local 21

Date: _____

Date: _____