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June 30, 2016

Public Employment Relations Board
State of California
1031 18th Street
Sacramento, California 95811-4124
Fax: (916) 327-7960

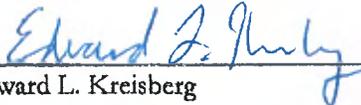
**Re: United Professional Firefighters, Local 1230 v. City of Pinole
Unfair Practice Case No. SF-CE-864-M**

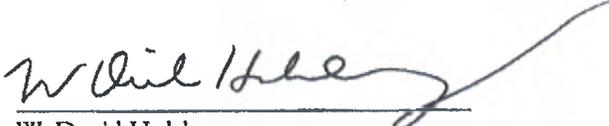
Dear PERB Board:

The City of Pinole (City) and United Professional Firefighters Local 1230 (Local 1230) by this letter jointly request a complete dismissal of Unfair Practice Case No. SF-CE-864-M, including but not limited to the City's pending appeal to the PERB Board of the Proposed Decision of Administrative Law Judge Ginoza on November 27, 2013 on a portion of Local 1230's Charge, and any other aspect of Local 1230's allegations in Unfair Practice Case No. SF-CE-864-M not already dismissed by the Board. This request follows the City and Local 1230 reaching a comprehensive settlement agreement and release with the assistance of a professional mediator concerning Unfair Practice Charge (Case) No. SF-CE-864-M, which agreement already has been ratified by the membership of Local 1230 and approved by the City Council of the City of Pinole.

If PERB requires any further document(s) or information to effectuate the dismissal of Unfair Practice Case No. SF-864-M, please advise the undersigned as soon as possible.

Respectfully submitted,


Edward L. Kreisberg
Meyers Nave
Counsel for City of Pinole


W. David Holsberry
Davis Cowell & Bowe
Counsel for Local 1230

Enclosure

c: Michelle Fitzer, City Manager, City of Pinole
Vince Wells, President, Local 1230

**SETTLEMENT AGREEMENT AND RELEASE
BETWEEN THE CITY OF PINOLE AND
THE UNITED PROFESSIONAL FIREFIGHTERS, LOCAL 1230**

The City of Pinole (City) and United Professional Firefighters, Local 1230 (Local 1230) have negotiated and reached agreement on a comprehensive settlement agreement and release concerning Local 1230's Unfair Practice Charge (Case) No. SF-CE-864-M, including the City's pending appeal of the Administrative Law Judge's November 27, 2013 decision on the portion of that Charge concerning the City's 2011 closure of Fire Station 74. The terms of the parties' agreement, which already have been ratified by the membership of Local 1230 and the City Council of the City of Pinole, follow.

1. Within five (5) business days of both a final ratification by the Union and the City and execution of this Settlement Agreement and Release (Agreement), the City will request a dismissal by the PERB Board of the City's pending appeal of the Administrative Law Judge Decision in Unfair Practice Case No. SF-CE-864-M and simultaneously Local 1230 will request a comprehensive dismissal of any aspect of its unfair labor practice charge in Case No. SF-CE-864-M.
2. Within fourteen (14) calendar days of the parties' dismissal of Unfair Practice Case No. SF-CE-864-M, the City will pay the lump sum amount of \$1.075 million, as set forth in Exhibit A, less applicable taxes and withholding, which amounts the parties both understand are not PERSable.
3. The parties will enter into a Side Letter stating that the 2.5% stipend due Local 1230 represented employees on July 1, 2016 in the current MOU between the City and Local 1230, would be amended to convert the 2.5% stipend to a 2.5% wage increase. If the final execution of either this Agreement and/or the Side Letter referenced in this paragraph occurs after July 1, 2016, represented employees still employed on the date of Council approval of the Side Letter would receive retroactive pay to the first full pay period following July 1, 2016 so as to receive the full benefit of this paragraph.
4. Each party shall be responsible for their own attorneys' fees, with no obligation of the City to make payments to Local 1230 or its attorneys.
5. If for an unknown reason PERB decides to issue a ruling on any issue pending in Unfair Practice Case No. SF-CE-864-M subsequent to the parties' execution of this Agreement and the parties' simultaneous requests for dismissal, the parties agree that neither party will be entitled to any back-pay or damages or attorneys' fees under such decision or any other Board decision on Unfair Practice Case No. SF-CE-864-M, and would instead abide by the terms of this Settlement Agreement. This paragraph would be binding regardless of in whose favor the PERB Board ruled.
6. This Agreement fully and forever resolves any and all actual and potential grievances, disputes, controversies, claims, unfair labor practice charges, actions and lawsuits Local 1230 has or might have against the City concerning the allegations set forth in Unfair Practice Case No.

SF-CE-864-M concerning the City's 2011 closure of Fire Station 74, including, without limitation, the Pinole City Council, Council members, managers, departments, commissions, predecessors, successors, subsidiaries, related entities, past and present employees, independent contractors, attorneys, agents and assigns.

7. In consideration of the foregoing, Local 1230 fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in the participation of any legal or administrative or grievance proceedings against the City, including, without limitation, the Pinole City Council, Council members, managers, departments, commissions, predecessors, successors, subsidiaries, related entities, past and present employees, independent contractors, attorneys, agents and assigns with respect to any matter concerning the allegations set forth in Unfair Practice Case No. SF-CE-864-M concerning the City's 2011 closure of Fire Station 74.

8. Local 1230 understands and expressly agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or concerning the allegations set forth in Unfair Practice Case No. SF-CE-864-M concerning the City's 2011 closure of Fire Station 74. While individual current and former employees (and any applicable heirs) are not signatories to this Agreement, the City and Local 1230 agree that this Agreement is intended to resolve any and all such claims against the City by persons who are or were represented by Local 1230 in Unfair Practice Case No. SF-CE-864-M concerning the City's 2011 closure of Fire Station 74, and have benefited from Local 1230's representation and settlement efforts concerning the allegations set forth in Unfair Practice Case No. SF-CE-864-M concerning the City's 2011 closure of Fire Station 74. The parties do not believe any administrative or legal claim by such current or former employees (or their heirs) would be timely and/or procedurally or substantively valid, and will not support any such individual's administrative or legal claim concerning the allegations set forth in Unfair Practice Case No. SF-CE-864-M concerning the City's 2011 closure of Fire Station 74.

9. Local 1230 and the City agree, acknowledge and recognize that nothing contained in this Agreement shall constitute or be treated as an admission of liability or wrongdoing by any other party to this Agreement.

10. All parties shall bear their own attorney's fees in conjunction with the execution of this Agreement.

11. The parties agree to cooperate fully to achieve a binding settlement in this matter, including, without limitation, executing all documents and performing all acts necessary to effectuate the terms and purposes of this Agreement.

12. In the event that any term, condition or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or against public policy, that term, condition or provision shall be deemed to be deleted, and the remaining terms, conditions and provisions shall continue in force and effect.

13. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

14. The parties acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter and that any modifications to this Agreement may only be effected by a writing signed by all affected parties. This Agreement and Release supersedes any prior written or oral agreement concerning the subject matter of its provisions. The parties agree that there are no representations, agreements, arrangements or understandings, either written or oral, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

16. Each party has had the opportunity to participate in drafting the Agreement. Any terms, conditions or provisions of the Agreement shall not be construed against one party and in favor of another by virtue of who actually drafted or circulated the Agreement.

Hector DeLaRosa
(Assistant City Manager, signed on behalf
of and at direction of Michelle Fitzer)

Michelle Fitzer, City Manager
City of Pinole
Dated: 6/30/16

Vince Wells

Vince Wells, President
United Professional Firefighters, Local 1230
Dated: 6/30/2016

Approved as to form:

Edward L. Kreisberg
Edward L. Kreisberg
Meyers Nave
Counsel for City of Pinole
Dated: 6/30/16

W. David Holsberry
W. David Holsberry
Davis Cowell & Bowe
Counsel for Local 1230
Dated: 6/30/16

EXHIBIT A

NAME	AMOUNT OF PAYMENT ¹
Steve Akre	\$76,365.62
Chris Baker	\$30,596.21
Clint Ballard	\$42,886.83
Jim Brooks	\$76,365.62
Mike Crooks	\$76,365.62
Ken Deseve	\$76,365.69
Steve Dorsey	\$69,072.63
Dave Else	\$76,365.62
Keith Field	\$38,752.23
Rob Gelhaus	\$42,886.83
Scott Kerksieck	\$18,020.13
Javier Lopez	\$18,020.13
Brian Lowry	\$23,395.11
Matt Ludwig	\$30,596.21
John Madigan	\$76,365.62
Greg Sekera	\$76,365.62
Jerry Short	\$42,886.83
Chuck Thompson	\$76,365.62
Joe Torres	\$30,596.21
Nancy Voisey	\$76,365.62
Total:	\$1,075,000

¹ The actual amounts will be these amounts less applicable taxes and withholding.

1 PROOF OF SERVICE

2 **In re United Professional Firefighters, Local 1230 v. City of Pinole**
3 **Unfair Practice Case No. SF-CE-864-M**

4 **STATE OF CALIFORNIA, COUNTY OF ALAMEDA**

5 At the time of service, I was over 18 years of age and **not a party to this action**. I am
6 employed in the County of Alameda, State of California. My business address is 555 12th Street,
7 Suite 1500, Oakland, CA 94607.

8 On July 5, 2016, I served true copies of the following document(s) described as **JOINT**
9 **REQUEST FOR DISMISSAL and SETTLEMENT AGREEMENT AND RELEASE**
10 **BETWEEN THE CITY OF PINOLE AND THE UNITED PROFESSIONAL**
11 **FIREFIGHTERS, LOCAL 1230** on the interested parties in this action as follows:

12 Public Employment Relations Board
13 State of California
14 1031 18th Street
15 Sacramento, CA 95811-4124

16 W. David Holsberry
17 David, Cowell & Bowe
18 595 Market Street., Suite 1400
19 San Francisco, CA 94105

20 Fax No.: (916) 327-7960

21 Fax No.: (415) 597-7201

22 **(BY FACSIMILE on July 1, 2016 and w/this**
23 **proof attached on July 5, 1016 and U.S.**
24 **MAIL on July 5, 2016)**

25 **(COPY BY FACSIMILE and U.S. MAIL**
26 **July 5, 2016)**

27 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to W.
28 David Holsberry at the addresses listed above and placed the envelope for collection and mailing,
following our ordinary business practices. I am readily familiar with Meyers, Nave, Riback,
Silver & Wilson's practice for collecting and processing correspondence for mailing. On the same
day that the correspondence is placed for collection and mailing, it is deposited in the ordinary
course of business with the United States Postal Service, in a sealed envelope with postage fully
prepaid.

BY FAX TRANSMISSION: I faxed a copy of the document to the interested parties
listed above at the fax numbers listed above. The telephone number of the sending facsimile
machine was (510) 444-1108. No error was reported by the fax machine that I used.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on July 5, 2016, at Oakland, California.


Rachel Mullinax