

**CITY OF GILROY  
AND  
GILROY FIREFIGHTERS, IAFF, LOCAL 2805**

**June 14, 2021**

**SIDE LETTER AGREEMENT**

The City of Gilroy (City) and the Gilroy Firefighters, IAFF, Local 2805 (Association) are parties to an MOU with a term of July 1, 2020 through June 30, 2022. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future.

As a result of meeting and conferring, the parties have reached agreement on the following terms, including modifications to the MOU as described below. All terms and conditions set forth in the MOU, which are not specifically modified by this Side Letter, shall remain in full force and effect.

As part of negotiations over the 2020-22 MOU, the parties negotiated the suspension of several benefits during the term of the MOU. The following changes are intended to end these suspensions and restore the suspended benefits effective July 1, 2021. No additional changes are contemplated as part of this sideletter.

**ARTICLE IV. SALARIES AND OTHER COMPENSATION**

**Section A: Salaries:**

5. For the period from ~~term of this MOU~~ (July 1, 2020 - June 30, 202~~2~~1) salary step advancement is suspended for all bargaining unit employees. Employees not at top step will move to their next step on their scheduled evaluation date in 202~~2~~1-2~~3~~2.

**ARTICLE VII. MISCELLANEOUS**

**Section A: Uniform Allowance:**

- b. Each employee will receive uniform allowance in the amount of \$91.67 per month. For the period of July 1, 2020 - June 30, 202~~2~~1, uniform allowance payments werewill be suspended and no uniform allowance will be paid during this period.

**Section B: Physical Examinations:**

1. The City will provide members of Local 2805 with a periodic medical evaluation based on a mutually agreed upon frequency (some will be annual, others will be less frequent) (see attached protocol sheet for elements of the evaluation - attached as Exhibit C) from a doctor at a medical facility that

is selected by the City after input from Local 2805 is considered. The City shall attempt to schedule evaluations when the employee is on duty. If the City is unable to schedule the evaluation when the employee is on duty, the employee will be paid overtime (1.5 times the regular rate) for completing the evaluation when off duty. The City shall work with the medical facility to schedule medical evaluations throughout the year with the goal of establishing an annual schedule for the evaluations. For the period July 1, 2020 - June 30, 202~~1~~1 only the mandatory employee safety elements (hearing evaluation, respiratory questionnaire, immunization updates, etc.) of the physical evaluation process ~~were~~will be completed.

**Section C: Physical Fitness Program:**

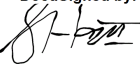
All points earned through the program will be paid as a financial incentive at the rate of twenty-five dollars (\$25.00) per point to a maximum of seven hundred and fifty dollars (\$750.00) bi-annually. For the period July 1, 2020 - June 30, 202~~1~~1 the Fitness Program ~~was~~is suspended and no payments ~~were~~will be made under this program. Fitness Program checks will be issued separate from the regular payroll check following the Human Resources Department's receipt of the scoring report from the approved fitness evaluator. Fitness testing completed in April of each year is typically paid in May and the monthly amount (total earned/6 months) will be reported to CalPERS for the months of January - June of that fiscal year. Fitness testing completed in October of each year is typically paid in November and the monthly amount (total earned/6 months) will be reported to CalPERS for the months of July - December of that fiscal year. The Physical Fitness Program information is attached as Exhibit E.


**SECTION X: Tuition Reimbursement:**


Local 2805 members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for pre-approved job-related and career development courses. In addition, employees attending city-approved, job related continuing education courses, certification programs, or training conferences may also receive tuition reimbursement for the cost of registration, tuition, books, testing, and/or certifications (including certification renewals). Course work shall be completed on the employee's own time at the employee's own expense though the department's Educational Time Away Policy may be applied. Upon successful completion of the pre-approved class or training program, the employee shall provide all written documentation on allowable costs and

completion/grade/certification/score, etc. to the Fire Chief and Human Resources Director for review and processing. The maximum tuition reimbursement for employees is \$1,000.00 per fiscal year, however, for the period July 1, 2020 - June 30, 202~~1~~<sup>1</sup>, the tuition reimbursement program ~~was~~<sup>is</sup> suspended and no payments shall be made under this program during this period. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "B" or better for undergraduate and graduate courses, full attendance and completion of the training program, and a passing score for non-graded programs that involve certification or testing. All claims for tuition reimbursement require the pre-approval of the Fire Chief and the Human Resources Director. Reimbursement does not carry over from fiscal year to fiscal year and if not used in a given year the reimbursement for that year is no longer available. Tuition Reimbursement Request Forms are available in the Human Resources Department.

**For Gilroy Firefighters, IAFF, Local 2005 (Association):**

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6/30/2021  
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Steven Hayes, IAFF, Local 2805 President

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6/16/2021  
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Herb Lee, IAFF, Local 2805 Vice-President

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6/16/2021  
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Ken Martin, IAFF, Local 2805, Labor Advisor, Mastagni Law Firm

**For the City of Gilroy:**

DocuSigned by:  
  
6/30/2021  
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Jimmy Forbis, City Administrator

DocuSigned by:  
  
6/30/2021  
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LeeAnn McPhillips, Human Resources Director