MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GILROY

AND

THE FIREFIGHTERS LOCAL 2805, IAFF FIRE UNIT

July 1, 2022 - June 30, 2026
ARTICLE I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is jointly prepared and executed by representatives of the City of Gilroy (hereinafter City) and the Gilroy Firefighters Local 2805 (hereinafter Local 2805) for presentation to, and consideration by, the City Council of CITY.

ARTICLE II. RECOGNITION AND SCOPE

City hereby recognizes Local 2805 as the recognized employee organization for purposes of Government Code 3500 et seq. and the Employer/Employee Relations policy of CITY. Such recognition shall extend only to the representation of employees holding permanent positions in the Fire Unit.

ARTICLE III. CITY RIGHTS

Section A: In General:

All City rights and functions, except those which are expressly abridged by this agreement, shall remain vested with City.

Section B: Rights Enumerated:

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy which include but are not limited to: the right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct and assign its employees, including mandatorily transferring employees consistent with Article IV; require overtime work; take disciplinary action, subject to the employees' right to appeal; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of the CITY operations; determine the methods, means and personnel by which CITY operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

City has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
The parties recognize the firefighter, engineer, captain, and paramedic skills sets have and will continue to change over time. The parties recognize that the City has the right to impose skills that a Federal, State, or County agency requires for any Departmental program’s continued certification or operation, including mutual aid, as well as those skills required to maintain the efficient operation of the Department. Paramedics and EMTs shall operate to the full extent of the State scope of practice as adopted and authorized by the Santa Clara County EMS Agency and the Gilroy Fire Department.

Section C: Employee Rights Not Impaired:

The exercise of City management rights shall not preclude grievants from presenting a grievance in accordance with Article IX, concerning an adverse effect of the exercise of such rights upon the grievant; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.

Section D: Rights of Local 2805:

1. This Agreement is not intended to restrict the right of CITY to consult with Local 2805 regarding matters within the right of City to determine.

2. Except as specifically provided herein, nothing herein shall abridge or impair any rights granted to Local 2805 by Government Code Section 3500-3510 or City Charter Provisions. However, contract grievances shall be processed according to the Grievance Procedure (Article X) rather than the Human Resources Rules and Regulations.

3. Association Meetings. Local 2805 agrees that Local2805 Association meetings shall not interfere with duty time and that personnel shall not attend Association meetings on duty time. Local 2805 shall not hold Association meetings at work locations.

4. Bulletin Boards. Local 2805 may use designated portions of City bulletin boards in City facilities which have employees in the representation unit for which the employee organization is recognized.
   a. Subject to the provisions contained herein, the following type of Local 2805 Association notices and announcements listed below may be posted on the bulletin boards: Meetings, elections, welfare,
recreational and social affairs, and such other notices as may be mutually agreed upon between the Local 2805 Association and the Fire Chief or designee.

b. All posted material shall identify Local 2805 as the source of the material. Copies of all material to be posted must be filed with the Fire Chief or Designee, who shall have the sole and exclusive right to order the removal of any objectionable material.

c. The Fire Chief or designee shall notify Local 2805 and the Human Resources Director of any material ordered removed. Local 2805 shall be given the opportunity to revise the material to delete the objectionable section or sections.

d. The City reserves the right to determine where the bulletin boards shall be placed and what portion of such bulletin boards are to be allocated to employee organizations.

e. Failure of Local 2805 to abide by the provisions of this Article shall result in the forfeiture of Local 2805’s right to have materials posted on City bulletin boards. The City agrees it will not exercise its rights provided herein in an arbitrary and capricious manner.

ARTICLE IV. SALARIES AND OTHER COMPENSATION

Section A: Salaries:

1. The salary schedule in effect on July 1, 2022 shall be observed for all bargaining unit members for the term of this MOU and is attached hereto as Exhibit “A.”

2. The job classification of “Firefighter (60 college units)” and “Firefighter Lateral (60 college units)” shall be the F31 Salary Range. The job classification of “Firefighter” and “Firefighter Lateral” shall be 95% of the Fire Monthly Salary Schedule Step A for Firefighter (60 college units). Firefighter salary ranges, therefore, shall be F30 as shown in Exhibit “A.”

3. Firefighter personnel who meet the Minimum Qualifications for the F31 salary range, will be reclassified to the F31 salary range for the pay period following reclassification. For example, a Firefighter receiving a F30 Step C salary who successfully meets the Firefighter (60 college units)
Minimum Qualifications will receive the F31 Step C salary for the pay period following written notification of satisfying the Firefighter (60 college units) Minimum Qualifications. Changes in classification and corresponding pay increase will not replace or substitute any pay increases or scheduled step increases currently designated within the MOU.

4. The rank of Firefighter and Firefighter (60 college units), and Firefighter Lateral and Firefighter Lateral (60 college units), shall be the classifications used for the purpose of designating paramedics. Employees in the classifications of Fire Engineer or Fire Captain will not be designated as Paramedics. However, they can be designated as “Support Paramedics” consistent with the description provided in Article XIII, Section D.

5. Effective the first full pay period following the later of July 1, 2022 or adoption of the MOU by the City Council, the salary range for the Fire Engineer Classification shall be increased by approximately 2.5% (to Range F33) as included in Exhibit A-1-4 (Salary Schedule).

6. Step Advancement - Unless additional criteria are specified (e.g., retention steps), advancement between each step in the salary range will require twelve (12) months of actual service at the employee’s current salary step, plus a “meets standards” or better performance evaluation.

7. Retention Steps

   a. Step F (5 Years)

   Effective the first full pay period following the later of July 1, 2022 or adoption of the MOU by the City Council, the City will add a new Step F to the salary schedule for each bargaining unit classification. Step F will be set approximately 5.0% higher than the existing Step E. In addition to the normal requirements for Step Advancement (12 months of “meets standards” or better performance at Step E), an employee must have completed five (5) years of service in the bargaining unit.

   Employees who qualify for Step F as of July 1, 2022 (i.e., have completed both 5 years of service and 12 months at Step E) will be eligible to advance to Step F on July 1, 2022. For these employees, July 1 will become their new evaluation date. All other employees will be eligible to advance to Step F on their regularly scheduled evaluation date.
b. Step G (10 Years)

Effective the first full pay period following July 1, 2023, the City will add a new Step G to the salary schedule for each bargaining unit classification. Step G will be set approximately 5.0% higher than the existing Step F. In addition to the normal requirements for Step Advancement (12 months of “meets standards” or better performance at Step F), an employee must have completed ten (10) years of service in the bargaining unit.

Employees will be eligible to advance to Step G on their regularly scheduled evaluation date.

c. Step H (15 Years)

Effective the first full pay period following July 1, 2024, the City will add a new Step H to the salary schedule for each bargaining unit classification. Step H will be set approximately 5.0% higher than the existing Step G. In addition to the normal requirements for Step Advancement (12 months of “meets standards” or better performance at Step G), an employee must have completed fifteen (15) years of service in the bargaining unit.

Employees will be eligible to advance to Step H on their regularly scheduled evaluation date.

d. Step I (20 Years)

Effective the first full pay period following July 1, 2025, the City will add a new Step I to the salary schedule for each bargaining unit classification. Step I will be set approximately 5.0% higher than the existing Step H. In addition to the normal requirements for Step Advancement (12 months of “meets standards” or better performance at Step H), an employee must have completed twenty (20) years of service in the bargaining unit.

Employees will be eligible to advance to Step I on their regularly scheduled evaluation date.

Section B: Retirement Contribution:

**Fire Safety CalPERS Group:**

- Tier One - Fire Safety Employees Hired Prior to January 6, 2011
The city shall provide the 3% at 55 CalPERS retirement plan (Government Code Section 21363.1) for Local 2805 employees in the Fire Safety CalPERS Category that were hired to a full-time Fire Safety position with the city of Gilroy prior to January 6, 2011. Effective July 1, 2013, the employee shall pay the nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h) (2). The plan shall include:

- One (1) year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

**Tier 2 – Fire Safety Employees Hired On or After January 6, 2011, but Prior to January 1, 2013 and Classic Members Hired On or After January 1, 2013**

The city shall provide the 2% at 55 CalPERS retirement plan for Local 2805 employees in the Fire Safety CalPERS category that were hired to a full-time Fire Safety position with the city of Gilroy on or after January 6, 2011, but prior to January 1, 2013 OR to employees hired to a full-time position on or after January 1, 2013 who are categorized as a “classic” member of CalPERS. The employee shall pay a seven (7%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h) (2). Three year average final compensation is included with this formula. The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

**Tier 3 – Fire Safety Employees Hired On or After January 1, 2013 Categorized as New CalPERS Members**

The city shall provide the 2% at 55 CalPERS retirement plan for Local 2805 employees in the Fire Safety CalPERS category that were hired to a full-time Fire Safety position with the city of Gilroy on or after January 1, 2013 who are categorized as a “new” member of CalPERS. Employees in this category shall have a pre-tax payroll deduction for 50% of the total normal cost of
the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPRA. Three year average final compensation is included with this formula. The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

For example, for fiscal year 2014, Local 2805 employees categorized as a “new” member of CalPERS have a pre-tax payroll deduction of 8.25% which is 50% of the total normal cost of the plan as identified by CalPERS.

Section C: Educational Incentive:

1. Effective July 1, 1997, the Educational Incentive program as set forth above was eliminated. Concurrently, base salaries were increased by 7.5%.

Section D: Overtime:

1. Overtime shall be paid for hours worked in excess of normally scheduled work hours.

2. The normal workweek for shift employees shall be the current 56-hour work schedule commonly referred to as the “2-4 schedule.” For employees working the “2-4/56 hour workweek schedule, overtime compensation at the rate of time and one half (1.5) will be paid for hours worked in excess of two hundred and four (204) hours in the twenty-seven (27) day FLSA 7K work schedule identified in Section III. F. of the City of Gilroy HR Rules and Regulations. However, it shall not be a violation of this section for an employee to move between shifts or schedules (e.g., through transfer or relief) or the assignment to a 40-hour work schedule. All overtime for shift employees shall be paid at the 1.5 rate based on a fifty-six (56) hour work week. Built-in overtime incurred based on fifty-six (56) hour work week schedule hours fifty-three (53) through fifty-six (56) is addressed through the FLSA Premium in Section L. All overtime for employees on a forty hour assignment shall be paid at the 1.5 rate based on a forty (40) hour work week.
3. Minimum callback for overtime assignments shall be two (2) hours. Call back minimums shall be paid only when the employee is required to return to work for overtime assignments not contiguous to their regularly scheduled work hours.

(a) All employees are required to provide a text messaging number to the department/communications center for page out/call out notifications.

4. Overtime increments shall be:

<table>
<thead>
<tr>
<th>Time Worked (In Minutes)</th>
<th>Overtime Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 14</td>
<td>0</td>
</tr>
<tr>
<td>15 - 30</td>
<td>1/2 hour</td>
</tr>
<tr>
<td>31 - 60</td>
<td>1 hour</td>
</tr>
<tr>
<td>61 - 90</td>
<td>1 1/2 hours etc.</td>
</tr>
</tbody>
</table>

5. Court Standby: Unit employees required to standby to testify in their capacity as a City employee shall be compensated upon the following basis and at the option of the Fire Chief or his/her designated staff.

(a) The employee standing by at his/her residence and vicinity shall be reimbursed at one-half (1/2) of the amount of his regular hourly pay.

(b) Or the employee shall be called back to duty and be reimbursed at the appropriate hourly pay.

6. Training: The City may provide training or classes to employees in the Department. Any employee required by the City to attend training during off-duty hours will be compensated at the appropriate rate, for their participation. Non-required training shall not be compensated. Attendance outside of regular working hours at specialized or follow-up training mandated by state law for certification, or mandated to fulfill any obligation placed on City employees by the County or State, shall not be considered “required by the City.” However, for those employees required to maintain a paramedic certification as a condition of employment, required continuing education courses shall constitute required training if the employee’s attendance at the training course is approved in advance of the training.

7. Overtime Committee: Fire Administration has adopted an overtime policy. (SOP Division II, Article 15)
Section E: Holiday Pay:

The CITY shall observe twelve (12) holidays per year. Employees shall be compensated for these holidays based upon sixteen (16) hours of a twenty-four (24) hour shift. The compensation shall be added as a differential of 6.6% of every employee’s base monthly salary.

Section F: Bilingual Premium Pay:

Members of the Fire Unit who demonstrate the ability to effectively communicate in either Spanish or Vietnamese, and English, shall receive an additional five percent (5.0%) of their respective base salaries.

The City may require any employee receiving bilingual pay to re-certify (test) based on observed skill level or lack of use. However, such recertification shall occur no more than once every two (2) years. The test shall be a verbal skills test.

SECTION G: Fire Staff Positions:

Employees in the classifications of Firefighter, Fire Engineer or Fire Captain assigned to forty (40) hour per week staff position(s) for 160 hours or greater over a thirty day period (i.e. new hire Academy Instructor) shall receive an additional five percent (5%) of their respective base salary. Employees assigned to a long-term assignment (i.e. Administrative Staff Captain) for one (1) month or more shall receive an additional five percent (5%) of their respective base salaries and shall be assigned to work 2080 hours per year or 173.33 hours on average per month. The Administrative Staff Captain assignment is explained in Standard Operating Procedure Division II, Personnel; Article 17, Administrative Staff Captain (Attached as Exhibit B).

SECTION H: Temporary Upgrade Pay:

Employees assigned to work in a higher job classification shall be paid the equivalent of the salary step in the higher salary range that equates to at least a five (5%) percent base pay increase for the time served in the higher classification. The amount of the Temporary Upgrade Pay shall capture the difference in base and any roll-up pays based on the higher salary step. Given the training criteria that must be demonstrated prior to being eligible for higher class assignments, temporary upgrade pay shall begin with the first shift formally assigned.
The temporary upgrade pay as described above shall apply to Firefighters assigned to drive and operate any apparatus requiring a Class C (with a Firefighter endorsement) license and Firefighters assigned to drive and operate a Wildland Type 6 fire apparatus. The Fire Chief shall determine the yearly time frame and hours for these assignments so as to meet the needs of the Department and to retain operational flexibility. Assignments shall be made by the Fire Division Chief and may be for less than a full shift.

Except when staffing the Type 3 or Type 6 (in task force configuration) or the Medic, a Firefighter (Paramedic) assigned to work in a higher class shall not act as the primary Paramedic.

A. In accordance with Government Code 20480, an employee assigned to work in an out-of-class appointment may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded or higher classification that is vacant during a recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily unavailable due to a leave of absence. This Section (Section H. A.) also applies to Section I and J below.

B. Temporary Upgrade Pay is not reportable to CalPERS for employees categorized as new members (PEPRA) of CalPERS.

SECTION I: Temporary Appointments:

Employees temporarily appointed to a vacant higher classification for what is expected to be more than one month shall be paid the equivalent of the salary step in the higher salary range that equates to at least a five (5%) percent base pay increase for the duration of the temporary appointment. The amount of the Temporary Upgrade Pay shall capture the difference in base and any roll-up pays based on the higher salary step. The process used for temporary appointments may be referenced in Standard Operating Procedure, Division I Administration; Article 1.20 Temporary Captain/Engineer.

SECTION J: Acting Fire Division Chief Assignments:

Employees in the job classification of Fire Captain are eligible to be considered for an Acting Division Chief assignment. Prior to being considered for this assignment, the Fire Captain must successfully complete a qualification
process to demonstrate Duty Chief competencies (Reference SOP Division I, Article 8). Once approved by the Fire Chief for Acting Division Chief assignments, employees in the classification of Fire Captain assigned by the Fire Chief as the Acting Division Chief shall be compensated as follows:

a. Fire Captains shall be paid five (5%) percent of base pay as temporary upgrade pay for hours worked in the capacity of Fire Division Chief provided this total compensation places them within the pay range of the Division Chief position. If with the five (5%) percent higher class pay the Captain’s total cash compensation is below the entry point of the range for Fire Division Chief, then the bottom of the pay range shall be paid for the hours worked.

b. If the temporary upgrade hours worked are in addition to Captain’s normal shift schedule and are, therefore, in an overtime capacity, the Captain shall be paid the five (5%) percent temporary upgrade amount noted above and will also be paid at an overtime rate.

c. The Fire Chief shall set the standards for the Fire Division Chief assignment. Further, once the Fire Captain agrees to the Acting Division Chief assignment for specified times/days, the Fire Captain is obligated to the assignment regardless of subsequent overtime opportunities to fill a vacant Fire Captain shift. The Fire Chief will establish appropriate processes to implement the above stated program. (Reference SOP Division I, Article 8)

SECTION K: Paramedic Pay:

1. Firefighter Paramedic Differential Pay is 11% of the employee’s base pay. Firefighter Paramedics and Support Paramedics appointed by the Fire Chief shall receive the Paramedic Differential Pay for a minimum of 90 days. Continued receipt of differential pay will be dependent on compliance with all stipulated requirements in Article XIII of this agreement. If the stipulated requirements are complied with between the 1st and the 15th of the month, Paramedic Differential Pay will begin accruing the 1st of that month. If the stipulated requirements are complied with between the 16th and the last day of the month, the Paramedic Differential Pay will begin on the 1st of the following month.

2. Support Paramedics shall receive 6% Support Paramedic Differential Pay. Support Paramedic Differential Pay shall be calculated as 6% of the employee’s base salary.
SECTION L: FLSA Premium:

Bargaining unit members shall receive monthly compensation of 2.27% of total pay (base plus differentials such as holiday pay, paramedic pay, and/or bilingual pay) to satisfy the City’s obligatory payment of overtime hours worked during the current 27 day FLSA duty cycle. The additional 2.27% compensation is intended as a premium payment within the meaning of FLSA Section 7(e)(7) and the parties specifically intend the premium payment to be creditable toward FLSA overtime compensation pursuant to FLSA Section 7(h). The parties have calculated the 2.27% premium to meet the FLSA overtime payment for regularly scheduled overtime within the 27 day FLSA cycle. The 2.27% FLSA overtime is statutorily reportable to CalPERS for any hours worked over 53 hours per week and up to 56 hours per week. Overtime hours worked beyond 56 hours are not reportable to CalPERS consistent with the California Code of Regulations Section 571. Employees working a 40-hour workweek are not entitled to receive the 2.27% FLSA overtime differential.

ARTICLE V. BENEFITS

Section A: Medical and Dental Insurance:

1. City Contributions.

Effective January 1, 2023, the City contribution shall increase up to the following amounts to each employee in this Unit for the purpose of purchasing medical and dental insurance type benefits:

Employee Only $894.63
Employee + 1 $1,770.56
Employee + 2 or more $2,362.55

The above contribution amounts include the mandatory PERS PEMHCA contribution and the mandatory Delta Dental contribution.

Effective January 1, 2024, the City contribution shall increase up to the following amounts to each employee in this Unit for the purpose of purchasing medical and dental insurance type benefits:

Employee Only $939.36
Employee + 1 $1,859.09
Employee + 2 or more $2,480.68
The above contribution amounts include the mandatory PERS PEMHCA contribution and the mandatory Delta Dental contribution.

2. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan (i.e., Employee Only, Employee plus One, or Family).

3. Employees may also purchase other insurance benefits through the § 125 Plan and have the cost of those benefits deducted from their paycheck.

4. The employee may waive medical insurance under this program provided they show proof of other medical coverage. Dental coverage cannot be waived. The employee must enroll himself or herself, along with qualifying dependents, in the Delta Dental plan.

5. If an employee waives medical benefits pursuant to Paragraph 4, above, the employee receive a cash payment for the employee only contribution less the medical contribution allocation required by CalPERS and the Delta Dental Contribution. Any cash payments received under this program are taxable. The employee must show proof of other medical insurance coverage. If the employee waives medical insurance, pursuant to the Flores v. City of San Gabriel case, the City includes this “cash in lieu” payment as part of the regular rate of pay for calculating FLSA overtime premiums. The City will cease including “cash in lieu” as part of the regular rate in the event that it is no longer legally required to do so.

6. The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA. If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contracting with the alternate provider, consortia, or group.

7. Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over the impact of the Affordable Care Act upon request of either party.
Section B: Life Insurance:

The City shall provide a Thirty Thousand ($30,000) dollar life insurance policy for unit members.

Section C: Long Term Disability Insurance:

The City shall contribute Twenty-Five dollars ($25.00) per employee per month towards a mutually acceptable Long Term Disability Insurance Program. Payment for LTD insurance premiums will be made to the LTD carrier on a monthly basis.

Section D: Health Reimbursement Arrangement for Retirees:

1. Retiree Allowance - Eligibility, Amount and Timing

An Eligible Retiree, as defined below, shall be eligible to receive a Monthly Allowance, also defined below, from the City until reaching the age of sixty-five (65). An "Eligible Retiree" is a Unit employee that satisfies all of the following requirements:

- Is at least fifty years old.
- Retires from service with the City through CalPERS. An individual is deemed to be retired from service with the City if he or she begins collecting a service or disability pension from CalPERS within 90 days of separation from employment with the City.
- Has rendered services to the City as follows:
  - If hired prior to January 1, 2006, for at least fifteen (15) years.
  - If hired after January 1, 2006, for at least twenty (20) years.
- A Unit employee retiring on or after July 1, 2014, must elect to participate in the City's retiree health reimbursement arrangement.

The "Monthly Allowance" shall be equal to $15 for each year of service with the City of Gilroy up to a maximum monthly allowance of $300.

Benefits under this section begin after one full calendar month following retirement from City of Gilroy employment. For example, if an employee retires on July 10th and qualifies for the Monthly Allowance, the employee will receive his or her first payment under this provision in the month of September.
2. Eligible Retirees On or After July 1, 2014

The Monthly Allowance for any Unit employee that qualifies as an Eligible Retiree on or after July 1, 2014, including City employees hired or rehired on or after January 1, 2013, shall be made available to the Eligible Retiree under the City’s retiree only health reimbursement arrangement (“Plan”) for the purpose of receiving nontaxable reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code.

A condition to receiving the Monthly Allowance and participating in the Plan is the submission of an election form to participate in the Plan. An Eligible Retiree retiring on or after July 1, 2014, that does not elect to participate in the Plan will forfeit the Monthly Allowance. Reimbursements from the Plan shall be subject to substantiation that the Eligible Retiree incurred eligible expenses.

Section E: Retiree Medical Trust:

1. The Association has joined the PORAC Retiree Medical Trust (Trust), the sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees or qualified family members of eligible retirees as established by the Trust. Participation in the Trust shall be the complete and sole responsibility of the Association. The City shall not be involved in the Trust’s design, its administration, or in the benefits paid; nor shall the City have any responsibility for any actions of the Trust or its trustees or of Association with respect to the Trust. The Association will indemnify, defend and hold harmless the City, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust.

2. Beginning January 1, 2025, in lieu of an increase to the City contribution toward active employee medical and dental premiums, the City will contribute $225.00 per month on behalf of each bargaining unit member, in one aggregate check, to the Trust, which will include a report on the employees covered by the aggregate contribution. Any required Trust fees will be paid from employee’s account balance or by the Association with no fees paid by the City.

3. Beginning January 1, 2026, in lieu of an increase to the City contribution toward active employee medical and dental premiums, the City will contribute $300.00 per month on behalf
of each bargaining unit member, in one aggregate check, to
the Trust, which will include a report on the employees
covered by the aggregate contribution. Any required Trust fees
will be paid from employee’s account balance or by the
Association with no fees paid by the City.

4. New hires shall begin to receive a City contribution based on
date of hire (hire date of 1st through 15th of the month will
receive a contribution for the month of hire; hire date of
16th through 31st of the month will receive a contribution
starting with the month following date of hire).

5. Sick Leave Incentive Program: If an employee retires from
Gilroy with at least 1000 hours of sick leave on the books,
50% of the employee’s sick leave balance up to a maximum of
727.5 hours (requires the employee to have 1455 hours on the
books at time of retirement) will be contributed either to
the employee’s 457 Account or to the employee’s RMT account
at time of retirement. A qualified employee must file an
election to contribute unused sick leave into the 457 plan no
later than thirty (30) days prior to his or her retirement
date. In the event no election is filed with Human Resources
Office, the funds will be contributed to the RMT. Any
remaining sick leave hours that are not contributed to the
RMT/457 at the time of retirement shall be reported to CalPERS
in accordance with the City’s CalPERS contract (Section
20965).

6. The Association shall have the option, during the life of this
agreement, to establish a mandatory employee contribution to
the Trust including, but not limited to, an active employee
contribution and/or a percentage of accrued vacation at
separation. Future establishment/changes to the mandatory
employee contribution amount and/or percentage of accrued
vacation at separation will occur at the start of a calendar
year and the Association will notify the Human Resources
Department of the new contribution information at least
thirty-one (31) days prior to establishment/changing the
mandatory employee contribution.

a. Employee Contribution to RMT: If the Association
establishes a mandatory employee contribution, beginning
with the January payroll check, the City shall deduct,
on a pre-tax basis, from each covered employee’s payroll
the designated dollar amount per month to the Trust. No
employee election forms will be allowed or requested and
there is no option for the employee to receive these
funds in cash. This employee contribution amount may
change in future calendar years following the procedure
noted in 6. above.

b. Vacation Cash Out to RMT: If the Association establishes
a mandatory employee contribution from vacation at
separation, upon a covered employee’s separation from City of Gilroy employment, the designated percentage of the dollar amount of the employee’s vacation cash out shall be deducted on a pre-tax basis and transferred to the Trust. There is no option for the employee to receive the designated percentage portion of the vacation cash out in cash. The percentage amount noted above may change in future calendar years following the procedure noted in 6. above.

ARTICLE VI. LEAVES

Section A: Vacation Leave:

Eligible employees accrue vacation depending on the length of time they have been employed with the City. The maximum accrual is two times annual accrual rate.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Monthly Hours Accrued</th>
<th>Yearly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>12.00 Hours</td>
<td>Six 24-hour shifts/ 144 hours</td>
</tr>
<tr>
<td>6-15</td>
<td>18.00 Hours</td>
<td>Nine 24-hour shifts/ 216 hours</td>
</tr>
<tr>
<td>15+</td>
<td>24.00 Hours</td>
<td>Twelve 24-hour shifts/ 288 hours</td>
</tr>
</tbody>
</table>

Employees can utilize vacation leave for periods of eight hours or greater in addition to twelve hour blocks.

Effective October 1, 2016, employees will be allowed to maintain a vacation leave balance not to exceed two years’ vacation leave. Employees at or above the maximum balance will no longer accrue vacation time until such time that the employee’s vacation balance drops below the maximum balance allowed.

Section B: Sick Leave:

1. Employees accrue 12 hours per month.

2. Unlimited sick leave accumulation. Credit for unused sick leave provided through CalPERS.
3. Sick Leave Incentive Program:
   Goal: Reduce sick leave used, overtime costs, and provide a mechanism for employees to set aside resources for post-employment expenses.

A. Annual Incentive Program:

   1. Non-Taxable contribution to Retiree Medical Trust (RMT) for a percentage (see 3. below) of unused sick leave hours earned in a fiscal year. (See Article V. Benefits, Section E. Retiree Medical Trust.)
   2. Calculate hours/$$ in July - August and make plan contributions in approximately August - September of each year.
   3. 50% of annual fiscal year accrual not used in that fiscal year (max of up to 72 hours) shall be contributed to the RMT plan provided the employee has 1000 sick leave hours on the books (covers a four month absence) as of June 21st. The employees sick leave balance shall be reduced by the hours contributed to the RMT.

B. Retirement Incentive: (See Article V., Section E, 5.)

C. Additional guidelines may be developed as needed to administer the program.

Section C: Bereavement Leave:

   a. Eligible employees may take paid Bereavement Leave when a death occurs in the employee’s or employee’s spouse’s immediate family. Bereavement Leave shall provide for an allowance for up to forty-eight (48) hours per incident. For the purposes of this section, immediate family members for whom bereavement leave may be taken are: parents, brothers, sisters, spouse/domestic partner, natural or legally adopted children, grandparents, and grandchildren.

   b. Bereavement Leave may also be granted in the case of the death of others with whom the employee has a significant relationship. Such leave shall be granted at the sole discretion of the City Administrator, without any right to appeal. (Human Resources Rules and Regulation – Section IV, Leaves, Page 47)
Section D: Holiday Leave:

Should the City Council grant additional holidays to other employee organizations during the term of this agreement; Unit employees shall receive an equivalent holiday increase.

Section E: Personal Leave:

Each employee will be granted personal leave each fiscal year. This leave is credited and available to the employee on July 1 of each fiscal year and is not cummulative. Personal leave allotments are as follows:

a. Either 8 or 16 hours, for forty (40) hour workweek employees, per fiscal year, based on the new hire start date and then 16 hours per fiscal year thereafter.

b. 24 hours, for shift schedule employees, per fiscal year.

c. Employees hired March 1 or later in the fiscal year shall not accrue any personal leave for that fiscal year. Employees separating employment on or before September 30th of the fiscal year shall not accrue personal leave for that fiscal year. If the separating employee has used personal leave hours that are to be forfeited those hours will be reconciled to another available leave bank.

Section F: Family Sick Leave:

a. Unit employees may be granted family illness leave by the Department Head up to, but not to exceed, four days per fiscal year (96 hours for Fire Department employees on 24 hour shifts) to care for sick family members in accordance with Labor Code Section 233 regarding kin care. An employees on a 40-hour work schedule shall be permitted to use up to 48 hours (50% of annual sick leave accrual) of family sick leave per fiscal year to care for sick family members in accordance with Labor Code Section 233 regarding kin care.

Section G: Discretionary Leave:

a. A minimum of two (2) bargaining unit employees, exclusive of chief officers, on each platoon shall be permitted off each day for the purposes of granting discretionary leave.
b. No other discretionary leave shall serve to increase the total number of bargaining unit employees allowed off duty each shift above the number stated above.

1. This excludes the mandatory transfer of personnel due promotion, relief transfer, or transfer for the good of the department. Employees shall maintain their previously scheduled block of leave time should a transfer occur.

Section H: Shift Trades

Reference Shift Trade Policy, Division II, Article 18.

ARTICLE VII. MISCELLANEOUS

Section A: Uniform Allowance:

For uniformed members of the Fire Unit:

a. Upon the successful completion of probation, each new employee will receive a class A uniform.

b. Each employee will receive uniform allowance in the amount of $91.67 per month. For the period of July 1, 2020 – June 30, 2022, uniform allowance will be suspended and no uniform allowance will be paid during this period.

c. Employees with Fire suppression responsibilities will receive two sets of turnout gear.

d. Uniform Repair and Replacement:

1. The City shall reimburse the cost in excess of ten dollars ($10.00) for repairing the personal uniform, glasses, and watches, of any unit employee damaged in the course of their employment for replacing the same upon certification of the Fire Chief that it cannot be reasonably repaired. The Fire Chief shall determine such cost and whether such damage was sustained within the course of the employment.

2. In considering the cost amount to be given unit employee for replacement, the Fire Chief shall determine the use and extent of wear of the damaged items. Replacement amounts shall be prorated.
3. The maximum amounts reimbursable shall be:
   a) Glasses - $150.00
   b) Watches - $50.00
   c) Uniform Items - replacement cost

4. Requests for repair/replacement shall be made, in writing, to the employee's immediate supervisor and forwarded through the chain of command. The request shall be accompanied by the damaged articles.

5. The City will provide approved safety work boots once every two (2) years; or as necessary due to damage (not normal wear and tear) incurred in the line of duty. Employees have the option to purchase other brands of approved safety boots. However, the reimbursable cost shall not exceed a total of Three Hundred and fifty ($350.00) Dollars.

6. If the employee desires a pair of City-provided wildland safety boots, a standard brand and type of boot with a maximum cost of $300 will be identified by assigned staff (consistent with the department uniform policy) and approved by the Fire Chief. The wildland safety boots shall be replaced on an as needed basis as determined by the Fire Chief or his/her designee. Once approval for purchase is obtained, the employee shall order them from L.N. Curtis, Summit Uniforms, or other City-approved uniform provider following City purchasing practices and procedures.

   e. Should the City require changes in mandatory uniform items during the term of this agreement, it shall assume the additional cost of those changes.

   f. By mutual agreement, the City and Local 2805 may reopen negotiations on the issues of uniforms and/or uniform allowance during the term of this agreement.

Section B: Physical Examinations/Lifescan Wellness:

a. 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-1) from a doctor at a medical facility/provider 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/provider to schedule medical evaluations throughout the year with the goal of establishing an annual schedule for the evaluations.

b. The City and Union shall receive documentation from the medical facility/provider, which indicates the various examination elements that were completed, and whether or not the employee completed all elements of the evaluation. CalOSHA, or other similar outside agency, required testing results that need to be maintained in the employee’s confidential medical file at the City shall also be provided such as audiogram results, hepatitis vaccinations, respiratory evaluations, etc. Other results or information resulting from the examination of a preventative health care nature shall be provided directly to the employee from the medical provider. For example, if the employee has a high cholesterol reading, the doctor will advise the employee directly of the high reading and what could be done to get that reading down and may also refer the employee to the employee’s personal physician for follow-up. This type of information will only be provided to the City anonymously in a report to assess the general health of the entire group so that the City may provide health information or training that would benefit the group as a whole.

c. If the employee is identified as having a medical restriction that would require them to be restricted from full duty, the medical provider shall first contact the employee (speak directly - no detailed messages) to let them know about the issue and the link to the employee’s ability to perform the essential job duties. The medical provider shall attempt to reach the employee at the phone numbers provided by the employee and shall document their attempts to make contact with the employee. If after three (3) business days the medical provider is not able to reach the employee and/or the employee does not return the message, the medical provider shall contact the Fire Chief or Human Resources Director with the purpose of notifying the City that the employee has been identified as having a medical restriction that would require them to be restricted from full duty. Only the essential information shall be provided to the City so that the City is able to assess whether or not the employee could be placed on modified duty and what follow-up steps, if any, need to be
completed to assess the situation further. Any medical restriction identified during the examination that requires an employee to be restricted from full duty shall result in the employee being placed on modified duty, sick leave, industrial leave, or other appropriate leave. If the employee is placed on industrial leave, the normal industrial leave practices shall be followed. The City shall evaluate the restrictions to determine if there is appropriate modified duty available that the employee is qualified to perform. This shall be done after a City review of a Physical Capacities Form completed by the doctor who conducted the medical evaluation. The Light/Modified Duty Policy is attached as Exhibit D.

d. An employee placed on modified duty shall be assigned to a modified duty work schedule of five (5) eight (8) hour days; however, the employee may work a modified schedule, such as a four (4) ten (10) hour days, or other work schedule at the City’s discretion.

e. For the term of this MOU, the City and Local 2805 agree to implement a pilot program utilizing the Lifescan Wellness vendor for the annual physical examination process. The City will secure an Agreement with Lifescan Wellness for the occupational medical services to be provided under this pilot program. The pilot program will expire on June 29, 2026 and shall only continue by mutual agreement of the parties through a successor MOU.

f. For the term of this MOU, the annual physical examination shall include the elements listed on Exhibit C-2 at a city-paid cost of up to $750.00 per covered employee. Beyond this cost, the City shall pay the cost of OSHA required vaccinations that the employee is not able to obtain at no cost through their own health insurance plan/provider.

g. Any covered employee who wishes to obtain a DMV physical in order to maintain a Class A or B driver’s license will be required to obtain their DMV physical through their own health care provider as a Class A or B license is not required for employment, only a Firefighter endorsement which does not require a mandatory physical.

h. The City may elect to pay for additional Lifescan services such as respirator fit testing rather than utilize a different vendor. Any additional services shall be at the City’s discretion and shall require the authorization of the Fire Chief or Human Resources Director.
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. Fitness Program checks will be issued with the next available payroll 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 November (prior year) – April (current 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 May - October of that year. The Physical Fitness Program information is attached as Exhibit E.

Section D: Employee Assistance Program:

The City shall maintain in effect the employee assistance program for the term of this agreement.

Section E: Station House Fund:

1. The City shall contribute Fifty ($50) dollars per employee per year to the Station House Fund. The payment shall be made in a lump sum payable by July 31 of each year, however, this payment will be suspended for the period July 1, 2020 – June 30, 2022 and no payments will be made under this section during this period.

2. In addition, the City shall contribute $6.51 per employee per month to the Station House Fund, however, this payment will be suspended for the period July 1, 2020 – June 30, 2022 and no payments will be made under this section during this period. This contribution shall be in lieu of the City’s contribution to the Retiree Medical Insurance Fund. This $6.51 Contribution will be redirected to another fund or account at the Union’s request. Employees are responsible for replacement and purchase of all silverware, dishes, cooking utensils, pots and pans.

Section F: Authorized Deductions:

1. The City agrees to deduct from the wages of its employees initiation fees and dues, and to transmit such monies to
the financial secretary of Local 2805. An employee desiring to have such deductions made shall sign a proper assignment form conforming to the requirements of the City, subject to the provisions of applicable law.

2a. Except as otherwise provided herein, each employee who, on July 1, 2003, is a member in good standing of the Association shall thereafter, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Union as a condition of retaining membership.

2b. Any employee who, on July 1, 2003, is not a member of the Union nor any person who becomes an employee after July 1, 2003, shall not be required to become a member. Any such employee who thereafter becomes a member of the organization shall thereafter maintain such membership for the duration of the Agreement except as otherwise provided herein.

2c. Any employee who was an Association member on July 1, 2003, and any employee who subsequently becomes a member may resign his or her membership, during the month of May of any year and thereafter shall not be required to join. Resignations shall be in writing addressed to Local 2805 and Local 2805 shall notify the City Human Resources Department of any membership changes.

2d. The Association shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of the application of or implementation of the provisions of this Article.

Section G: Conversion Rates:

Shift employees assigned to a forty (40) hour work week shall maintain the same fringe benefits earned on a fifty-six (56) hour work week, as follows:

1. Work week defined: The work week shall begin at 0800 hrs Sunday and end at 0759 hrs the following Sunday.

2. Pay Period defined: The pay period shall be 0800 on the 21st of each month to 0759 on the 21st of the following month.

3. 40 hour schedules (i.e. light duty, staff assignments/positions, training, etc.) are referred to as “Days”.

Page 25 of 53
a. Additionally, personnel placed on a short-term "Days" schedule for reasons other than light duty (e.g. training or staff assignment/position for less than 30 days) shall follow the time conversion process within this section.

4. 56 hour schedules are referred to as "Shift".

5. Personnel assigned to "Days" shall convert hours worked from 56 to 40 using a factor of 1.4.

6. The employee’s Division Chief shall base the total converted hours to be worked on "Days," to the total "Shift" hours that the employee would have worked in the affected pay period pursuant to the employee’s regular "Shift" schedule. Each pay period will be calculated separately.

7. Every effort, within the confines of this section, will be made to match the pay period hours with the converted hours ("Days"), regular "Shift" hours, or a combination of both.

8. "Days" are typically limited to a 40 hour work week.

9. "Days" shall be Monday - Friday unless an alternate work schedule is approved.

a. An employee may work an alternate work schedule which requires a defined workweek that varies from the established workweek noted above (i.e. a 9/80 schedule or a 4/10 work schedule etc.). A specific 40 hour workweek shall be defined for the employee in writing.

b. Personnel may request through their Fire Division Chief an alternate work schedule to meet the hours needed to match the pay period hours and meet the objectives of their work assignment. The Fire Division Chief shall be the final approval of an alternate work schedule.

10. Personnel on "Days" for approximately more than three weeks often will not receive FLSA overtime based on hours worked being less than that required for this compensation.

11. Any hours worked in excess of the total pay period hours shall be compensated at time and one half.

12. Once an employee returns to their "Shift" schedule, their "Days" status is terminated and hours are considered reconciled.
a. Following a written release to full duty by the employee’s treating doctor, the employee will return to “Shift” work on their next regularly scheduled “Shift.”

13. On a monthly fringe benefit report, employees assigned to a forty (40) hour week will continue to accrue benefits based on a fifty-six (56) hour work week.

a. Each hour of Sick Leave used while on a forty (40) hour work week will result in a 1.5 hour deduction from the accrued Sick Leave hours.

b. Each hour of Vacation used will result in a deduction from the accrued hours using the appropriate conversion factor listed below.

1. For the employee who earns six (6) shifts per year, the conversion factor is 1.285 per hour used.

2. For the employee who earns nine (9) shifts per year, the conversion factor is 1.35 per hour used.

3. For the employee who earns twelve (12) shifts per year, the conversion factor is 1.385 per hour used.

c. Each hour earned at a 40 hour rate (1.5 x 1.4) used will result in a 1.4 hour deduction from the accrued premium O.T. hours.

1. Each hour earned at a 56 hour rate (1.5) used will not be multiplied by any conversion factor.

d. Each hour of Bereavement Leave used will result in a 1.60 hour deduction from Bereavement Leave hours.

e. Each hour of Personal Leave used will result in a 1.2 hour deduction from Personal Leave hours.

f. The following formula shall be used to convert unused sick leave to service credit for PERS retirement conversion purposes. Total hour accrued on a fifty-six (56) hour schedule will be divided on a factor of 1.4 to convert to a forty (40) hour rate. Two thousand (2,000) hours will equate to 1 year of service.

14. Personnel on a long-term “Days” assignment (e.g. greater than 30 days) may have all compensation/benefits/leaves
converted to "Days" if the employee has scheduled leave time on the calendar.

Section H: Residency Requirement:

Employees shall be required to reside within one hundred and eighty (180) minutes travel time from any fire station. Travel time shall be defined as normal driving time absent any traffic congestion, accidents, etc. Newly hired employees must conform to this requirement by the completion of their probationary period.

Section I: Compensatory Time Off:

1. Compensatory time off may be used subject to all normal approval processes by the Department. If a proper request for compensatory time off is denied by the Department, the employee will be paid overtime at the 1.5 rate for the denied compensatory time off requested and the employee’s accrued compensatory time bank will be reduced by that amount. Employees may accrue and use up to a maximum of forty-eight (48) hours of compensatory time off per fiscal year, all time in excess of forty-eight (48) hours shall be paid.

2. To address issues related the Doctrine of Constructive Receipt, no later than December 15 of each calendar year, each employee may irrevocably elect the number of overtime hours for which he or she wishes to receive CTO in lieu of pay for the following calendar year. Employees shall earn CTO for all overtime hours worked up to the number of hours elected. All overtime hours worked above the elected number of hours will be paid as overtime, regardless of whether an employee utilizes some or all of the accrued CTO as paid leave.

   a. This election will be made on a form provided by the City and must be completed and submitted in conformance with the instructions set forth on the form. Failure to make an election prior to the date set forth in this section will result in the employee being paid for all overtime hours worked and the employee will not be eligible for CTO for the calendar year.

   b. CTO accrued can only be used as leave time and may not be paid out during employment unless the employee demonstrates financial hardship consistent with federal law.
Section J: Hair Regulations:

The City and employees shall observe hair regulations as specified in the attached Gilroy Fire Department Grooming Standards - attached as Exhibit F. Hair is to be kept up at all times while an employee is in public; or when the public could reasonably be expected to be in the Fire Station.

Section K: Agenda Items:

The City agrees to distribute City Council and Personnel Commission Agendas to the union, concurrent with the earliest distribution to other parties. The City shall provide copies of staff reports, etc., dealing with the Fire Department to the Union with the Personnel Commission agenda. The City will provide one complete Council packet to the Association.

Section L: Active Shooter Training and Equipment:

The City shall provide employees with initial and periodic training on firearms familiarization with the Gilroy Police Department and will ensure that ballistic safety equipment is within manufacturers warranties and not expired.

Section M: Employee Union Leave:

1. Local 2805 Officers/Representatives shall be allowed to utilize a cumulative total of one hundred eighty (180) hours per fiscal year of release time for Local 2805 business and attendance of Local 2805 related functions including, but not limited to meeting, seminars and schools. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head and/or City Administrator approval.

2. Release Time for Contract Negotiations. The City shall grant release time to four (4) employees for purposes of meeting and conferring over matters within the scope of representation under the MMBA. Said release time shall begin up to two (2) hours prior to negotiations and shall end at the close of negotiations.

Section N: Acting Qualifications:

In order to qualify for acting assignments as either Fire Engineer or Fire Captain, employees shall be required to
complete all requirements and be certified for the acting assignment.

Section O: Promotional Procedures:

Employees shall be notified sixty (60) days in advance of application deadline of promotional examinations, through the job announcement, of the job requirements, testing and scoring procedures to be utilized and recommended study materials, if any.

Section P: Self Contained Breathing Apparatus Masks:

Employees shall receive individual SCBA masks.

Section Q: Layoff:

The City and Local 2805 have agreed on a layoff policy as contained in the City of Gilroy Human Resources Rules and Regulations dated June 11, 2007.

Section R: Shift Adjustment/Alignment:

Those employees affected shall be given time off for shift adjustment and/or realignment. This time shall be considered discretionary time off and the employee shall have the option of scheduling the time at their convenience. Employees earning Shift Adjustment/Alignment Time Off shall follow FSLA pay period guidelines.

Section S: Probationary Period:

All newly hired employees shall serve an eighteen (18) month probationary period. All employees promoted shall serve a twelve (12) month promotional probationary period.

In extraordinary circumstances, the Department may, in its sole discretion, determine that employees have successfully completed the probationary period in less than twelve (12) or eighteen (18) months, respectively.

Probationary period for Fire union employees shall not be extended beyond the time frames noted above with the following exception:
1. In extraordinary circumstances, the Department may, in its sole discretion, determine that a probationary period for an employee needs to be extended. An example of an extraordinary circumstance includes a death in the immediate family of the probationary employee that results in the probationary employee being off work for an extended period of time. An extended period of time is defined as thirty (30) or more calendar days.

2. If an employee is off work for more than thirty (30) calendar days as described above, the probationary period shall be suspended during this time frame and will resume when the employee returns to work.

Approximately one half (1/2) of the probationary period for a Firefighter I/II shall be devoted to Firefighter training/responsibilities; the balance to Acting Engineer training/responsibilities.

SECTION T: Technology Use Policy:

All members of Local 2805 shall sign-off that they have read and understand the City’s Technology Use Policy (Exhibit G). There are two exceptions to this policy for Local 2805 members:

1. Local 2805 may use the City e-mail system to announce meetings or elections. The E-mail systems may also be used to distribute Local 2805 correspondence and minutes. E-mails sent pursuant to this policy shall be addressed to an e-mail Group entitled “Local 2805.” This e-mail Group shall be established by the City and shall include members of Fire Administration. E-mails sent pursuant to this policy shall follow the rules established for bulletin board use.

2. The City shall allow limited use of non-City computers between the hours of 5 p.m. and 8 a.m. of any given 24 hour shift. This limited personal use shall not violate any other aspect of the policy. Some examples of an allowable personal use are: receipt and response to an E-mail communication from a son or daughter to review a homework assignment from school; use of the Internet in relationship to a class or training being taken by the employee; and assisting a child with research for a homework assignment. The Fire Chief must approve other examples of allowable uses in advance.
The City shall place a surplus computer in each Fire Station. These computers may be used for personal purposes as described above. The City will not support these computers after installation and the computers will not be attached to the City network.

SECTION U: Tobacco Policy:

All employees shall comply with their existing physical condition and non-smoking contracts. All bargaining unit employees hired after January 1, 2004 shall sign a physical condition and tobacco use contract restricting their use of all types of tobacco. Copies of the above referenced contracts are attached and marked Exhibit H and I.

SECTION V: Drug and Alcohol Policy:

The parties agree that bargaining unit members are subject to the Drug and Alcohol policy, which is attached hereto as Exhibit J.

SECTION W: DMV Pull Notice Program:

Employees who are required to operate motorized vehicles on City business are required to be safe drivers and operate vehicles in a safe manner. Employees whose positions require that they operate vehicles on City business, must possess and maintain a valid California driver’s license appropriate for the job and vehicle(s) to be operated (minimum requirement is a Class C driver’s license with a firefighter endorsement). Employees required to operate motorized vehicles on duty must: (1) enroll in the City’s Department of Motor Vehicles Employer Pull-Notice Program, and (2) the employee must fill out a City specified enrollment/waiver form directing the DMV to provide the City with periodic updates of the employee’s driving record.

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, 2022, the tuition reimbursement program is 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.

Section Y. Payroll Date and Direct Deposit:

Employees are paid monthly on the first City Hall working day of the month, unless an earlier date is designated by the City for a particular month. The City will notify the Association prior to implementing the bi-weekly payroll calendar as part of the implementation of the new ERP.

All unit employees shall enroll in direct deposit within sixty (60) days of employment. All unit employees must enroll in and maintain direct deposit. Employee shall maintain direct deposit. Employees needing an exception to direct deposit shall submit a request stating the reasons for the exception in writing to the Human Resources Director for consideration. The decision of the Human Resources Director shall be final.

Section Z. Linens:

The City will provide each station with shop rags and kitchen dish towels. The City will purchase and replace dust mops and mop heads as needed. The City will purchase floor mats for station entry ways which station personnel will be responsible to clean regularly. Employees will supply their own personal sheets, pillowcases, bath towels, and wash
cloths to use at work. All linen service items are suspended for the period of July 1, 2020 - June 30, 2022 and no payments will be made under this section during this period.

ARTICLE VIII. GRIEVANCE PROCEDURE

This section represents the parties' mutual agreement on a grievance procedure pursuant to Section 1004 of the City Charter. This procedure shall supercede any grievance procedure provided in the Personnel Rules and Regulations.

A. Any dispute between the City and an employee, or, between the City and the Association, regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. Additionally, any disciplinary action that results in a loss of compensation including, but not limited to, dismissal, demotion, suspension, step reduction, or loss of incentive pay, shall be grievable. A written grievance may be filed by an employee or the Association. The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the remedy requested, and the sections of the agreement claimed to have been misinterpreted or misapplied, or in cases of appeal of disciplinary action (as defined above), a statement of the reason(s) for the appeal. The grievance shall be signed and dated by the employee and/or Association. Grievances filed by the Association shall initially be filed at Step II.

1. Step I.
   a. An employee shall present the grievance in writing, on forms provided, to the immediate supervisor within fourteen (14) calendar days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within seven (7) calendar days after receiving the written grievance, the immediate supervisor shall issue a written reply.

   b. If the employee is not satisfied with the reply of the immediate supervisor, the employee may appeal the grievance to Step II to the Chief or designee.

2. Step II. Grievance filed on disciplinary actions (as defined above) shall be filed at Step II.
   a. If the employee desires to appeal the grievance to Step II, or if a grievance is filed by the Association at Step
II, the grievance shall be presented in writing to the Chief or designee within seven (7) calendar days following the receipt of the immediate supervisor's written reply or in the case of the Association's initial grievance filing the Association must file within fourteen (14) calendar days following the event or events on which the grievance is based. The Chief or designee may refer the grievance to the appropriate Division Chief.

b. The Chief or designee will arrange a meeting with the employee and/or the Association and attempt to resolve the grievance. The Chief or designee shall issue a written decision within fourteen (14) calendar days following receipt of the Step II meeting.

c. If the employee and/or Association is not satisfied with the Step II decision, the employee and/or the Association may appeal the grievance to Step III.

3. Step III.

a. If the employee and/or Association desires to appeal the grievance to Step III, the employee and/or Association shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the City Administrator within seven (7) calendar days following receipt of the written decision at Step II.

b. Within fourteen (14) calendar days after receipt of the appeal to Step III, the City Administrator or designee shall hold a meeting with the employee and/or Association and the Chief or the appropriate supervisor to discuss the matter. A written decision shall be issued within seven (7) calendar days following the meeting.

c. If the Association is not satisfied with the decision of the City Administrator, the Association may appeal the grievance to Step IV — Arbitration.

4. Step IV - Arbitration

a. If the grievance has been properly processed through the previous steps of the procedure and not resolved, the Association may appeal the grievance to Arbitration. The Association shall notify the City Administrator of its appeal to arbitration in writing within fourteen (14) calendar days following receipt by the Association of the City Administrator’s Step III written decision. Only the Association has the right to bring a grievance to arbitration.
b. The City and the Association may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators.

c. Within seven (7) calendar days following receipt of the above referenced list, the City and the Association shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the City and the Association shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

d. Within fourteen (14) calendar days following the selection of the arbitrator, a meeting shall be arranged by the City Administrator with the Association to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the City and the Association are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues to the arbitrator for determination. The City and the Association shall also meet at least seven (7) calendar days prior to the arbitration hearing date for the purpose of narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.

e. The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the City and the Association have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The opinion shall be final and binding on both City and the Association, and shall be limited to the issue, or issues involved.

f. The opinion shall be sent to the City Administrator and the appropriate representative of the Association.

g. Except as hereinafter provided, the City and the Association shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration procedure and shall contribute equally to the fee and expenses of the arbitrator. The arbitrator's fee schedule, whenever possible, shall be determined in advance of the hearing.
h. Witnesses who are employees and on duty at the time of scheduled appearance shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.

i. Individual employees who are the subject of a grievance taken to arbitration by the Association shall be released from duty without loss of pay for the time of the arbitration hearing. One (1) spokesperson for the Association shall be permitted to be present without loss of compensation for grievances filed by the Association.

j. Arrangements for release time for the Association’s witnesses shall, wherever possible, be made with the City Administrator no later than twenty-four (24) hours in advance of the scheduled hearing.

k. The City and the Association agree that in matters involving the interpretation or application of this Agreement, the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.

l. In matters involving discipline (as defined herein), the arbitrator shall have the authority to determine whether the City, in taking the disputed disciplinary action, had just cause for such action, as cause is specifically defined by Human Resources Rules and Regulations Section V.B.1 entitled “Causes for Disciplinary Action,” and shall have authority to uphold, reduce or set aside the discipline including reinstatement and restoration of back salary.

A. General Provisions of Grievance Procedure.

1. It is understood and agreed that whenever a provision in this Article refers to an employee filing a grievance, the Association may file such grievance either on the employee's behalf or on behalf of the Association. In such event, the processing of the grievance shall comply with all other provisions of the Grievance Procedure Article. Only the Association has the right to bring a grievance to arbitration.

2. Although grievances may be processed during normally scheduled working hours, the Association agrees that the time spent by its designated representatives shall be kept
to a reasonable minimum and that no Association representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Association also agrees that it will not process grievances during periods of overtime.

3. The City and the Association agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

4. Any grievance not filed or appealed within the time limits specified in this Article shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, the grievance shall be deemed denied and either the employee, where provided, or the Association may appeal the grievance to the next higher step within the time limits provided.

5. The Association agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except as otherwise provided by law under the Doctrine of Exhaustion of Administrative Remedies, until the provisions of this Article, including arbitration, have been utilized.

6. Any of the time limits specified in Steps I through IV may only be extended by written mutual agreement of the parties.

7. No resolution of any grievance, as defined in Article VIII, entitled Grievance Procedure, shall be contrary to the provisions of the Memorandum of Understanding unless agreed to in writing between the City and the Association. Copies of the resolution of all grievances, including the grievance, shall be sent to the President of the Association.

8. The Association agrees to provide the City with a list of representatives authorized to file grievances on behalf of the Association. Such list shall be kept current and shall contain no more than three (3) representatives in addition to the President of the Association.

9. If the City or the Association petitions a court to compel arbitration, then the prevailing party in such litigation shall be entitled to reasonable attorney's fees. This
provision contemplates the prevailing party being either the City or the Association in such litigation, including those situations in which the City is represented by legal counsel.

10. Nothing in the Agreement between the City and the Association shall be construed so as to prevent the Association from working out any arrangement it chooses for the reimbursement or other payment by members of its bargaining unit for the costs of any arbitration proceeding involving a disciplinary grievance. The City shall have no responsibility for collecting such amounts.

ARTICLE IX. PARAMEDICS

SECTION A. Paramedic Continuing Education Classes

1. The Department agrees to develop an in house paramedic CE program to enable employees licensed as paramedics by the State to complete a minimum of 12 hours of their CE requirements per year while on duty at no cost to the employee. Employees agree to use best efforts to attend all required on duty CE. The proposed materials are intended to support Department quality management-driven Firefighter Paramedic continuing education, not the attainment of Santa Clara County EMS Agency required certifications.

2. Employees required by the Department to attend any CE class agree to use best efforts to attend that class. If a Firefighter Paramedic or Support Paramedic is required to attend a CE class during off-duty hours, the employee shall be compensated at the appropriate rate. All overtime hours are subject to provisions outlined in Article IV Hours of Work and Overtime.

3. The City shall pay the cost of tuition and materials for any CE class required by an employee assigned to the City’s paramedic program to maintain licensing and accreditation. The City shall also pay the cost of tuition and materials for CE classes required to maintain licensing and accreditation of employees who have requested in writing to be assigned to the next available opening as a Department Firefighter Paramedic and who are currently licensed by the State, but are not currently assigned to the function as a Firefighter Paramedic.
SECTION B. Fulfillment of Paramedic Requirements By Existing Employees

1. In addition to fulfilling all conditions stipulated in the appropriate employment contract (attached and marked Exhibits K and L), existing employees who apply for and are appointed by the Fire Chief to function as paramedics will be required to function as a Firefighter Paramedic for the City of Gilroy for a minimum of three (3) years. However, they will be released by the Fire Chief from their obligation or allowed to decertify as a result of promotion or completion of three (3) years as a Firefighter Paramedic, if the Department has an unfilled Firefighter position not requiring paramedic certification. However, the employee requesting release shall continue to practice as a paramedic until the position they are vacating is filled with another qualified Firefighter Paramedic. The City agrees that State Licensed and County Accredited Firefighters who meet all requirements to function as Paramedics and who are not currently assigned as a paramedic, but have requested to be assigned, will be assigned to replace the Employee who requests to decertify as a Paramedic, if the Department is capable of maintaining paramedic service levels without the use of overtime.

2. Firefighter Is and IIs, employed by the City of Gilroy to fill Firefighter positions only, who later choose to become and are appointed by the Fire Chief to function as Firefighter Paramedics in accordance with Section 1 will not be terminated for failure to comply with requirements listed in the appropriate employment contract. However, given the essential nature of and reliance on services provided by Firefighter Paramedics, they will be subject to the loss of the Firefighter Paramedic Differential Pay and/or the City may utilize other City rights in accordance with Article III if the employee fails to comply with the requirements of the appropriate employment contract.

SECTION C. Condition Of Employment (COE) Firefighter Paramedics (Hired Prior to July 1, 2016)

1. Employees hired after July 1, 2002 and appointed by the Fire Chief to function as Firefighter Paramedics shall, as a condition of employment, be required to possess all certifications, licenses and accreditations and maintain their ability to practice as a Paramedic in the State of California and in Santa Clara County. New employees
hired to fill Firefighter Paramedic positions will be required to:

a. Possess a valid State of California Paramedic License;

b. Obtain and maintain Paramedic accreditation in Santa Clara County;

c. Maintain all County and State required certifications and licenses. Failure to comply with this section and the appropriate employment contract (attached and marked Exhibit M) may result in suspension of Firefighter Paramedic’s Differential Pay and/or termination; and,

d. Sign a five (5) year contract to serve as a Firefighter Paramedic. Condition of employment Firefighter Paramedics will be released from their obligation following promotion. Following completion of five (5) years of service as a Firefighter Paramedic, COE employees will be permitted to decertify by the Fire Chief, if the Department has an unfilled Firefighter position not requiring paramedic certification (up to a maximum of three Firefighter I/II (EMT)). However, the COE employee requesting release shall continue to practice as a paramedic until the position they are vacating is filled with another qualified Firefighter Paramedic. The City agrees that State Licensed and County Accredited Firefighters who meet all requirements to function as Paramedics and who are not currently assigned as a paramedic, but have requested to be assigned, will be assigned to replace the Employee who wishes to decertify as a Paramedic, if the Department is capable of maintaining paramedic service levels without the use of overtime.

2. In the event that the City’s Medical Director determines that a COE Firefighter Paramedic is prohibited from functioning as a paramedic for the City, the Department may immediately suspend the employee’s Paramedic Differential Pay. In addition, if the City’s Medical Director determines that a COE Firefighter Paramedic is prohibited from functioning as a paramedic for more than 90 days, the City may terminate the employee.

3. Condition of employment Firefighter Paramedics must receive Santa Clara County accreditation within six (6) months of their date of hire. In the event an employee fails to provide proof of accreditation within six (6) months of date of hire, the City may suspend the
employee’s Firefighter Paramedic Differential Pay and/or terminate the employee.

SECTION D. Condition Of Employment (COE) Firefighter Paramedics (Hired July 1, 2016 or After)

1. Employees hired after July 1, 2016 and appointed by the Fire Chief to function as Firefighter Paramedics shall, as a condition of employment, be required to possess all certifications, licenses and accreditations and maintain their ability to practice as a Paramedic in the State of California and in Santa Clara County. New employees hired to fill Firefighter Paramedic positions will be required to:

   a. Possess a valid State of California Paramedic License;

   b. Obtain and maintain Paramedic accreditation in Santa Clara County;

   c. Maintain all County and State required certifications and licenses. Failure to comply with this section and the appropriate employment contract (attached and marked Exhibit M) may result in suspension of Firefighter Paramedic’s Differential Pay and/or termination; and,

2. In the event that the City’s Medical Director determines that a COE Firefighter Paramedic is prohibited from functioning as a paramedic for the City, the Department may immediately suspend the employee’s Paramedic Differential Pay. In addition, if the City’s Medical Director determines that a COE Firefighter Paramedic is prohibited from functioning as a paramedic for more than 90 days, the City may terminate the employee.

3. Condition of employment Firefighter Paramedics must receive Santa Clara County accreditation within six (6) months of their date of hire. In the event an employee fails to provide proof of accreditation within six (6) months of date of hire, the City may suspend the employee’s Firefighter Paramedic Differential Pay and/or terminate the employee.

SECTION E. Support Paramedic Positions

1. The City agrees to maintain up to twelve (12) “Support Paramedic” positions as selected by the Fire Chief. Support Paramedics:
a. Are appointed by the Fire Chief using the seniority bid process as outlined in section 2;

b. Shall receive 6% Support Paramedic Differential Pay. Support Paramedic Differential Pay shall be calculated as 6% of the employee’s base salary; and,

c. Can hold the position of Fire Engineer or Fire Captain.

2. Eligibility priority and appointment as a Support Paramedic shall be determined by using the employee’s seniority with the Department. In the case of the same date, the assigned employee “seniority number” with the Department will be used.

3. Once appointed as a Support Paramedic, the employee cannot be “bumped” by another employee through the selection of a new Support Paramedic to fill a vacant Support Paramedic position. Selection of eligible employees shall be made on the basis of seniority as described in Section 2.

4. The Fire Chief shall have discretionary authority to determine the assignment for employees designated as Support Paramedics. Personnel designated as Support Paramedics may be subject to shift changes in order to meet the staffing needs of the Department.

5. The Fire Chief may assign Support Paramedics to temporarily fill Firefighter Paramedic vacancies when the Department does not have other available Firefighter (Paramedic) personnel on duty. In cases where—Captain or Engineer support medics are required to work as Firefighters (Paramedics), they will act as Firefighters (Paramedics) and not in their regular classification (e.g., Engineer or Captain), except for Engineers acting as the primary Paramedic on the Rescue/Squad. If a qualified replacement is not available to work without causing the City to incur overtime, the City may choose to call a paramedic back.

6. The position of Support Paramedic is a voluntary position. However, once assigned, Support Paramedics may only resign from the position by providing 90 days written notice to the Fire Chief.

7. Support Paramedics may be required to perform special tasks. Those tasks may include, but will not be limited to:

   a. Acting as a Department Liaison with the County ambulance provider.
   b. Participating in the Department EMSAG Program.
c. Representing the Department/City on County EMS committees

d. Managing Department EMS programs/projects.

e. Support Paramedics shall write at least one PCR per month to maintain their skill set in addition to their normal review duties as Captains or Acting Captains which requires them to review PCRs during their regular duty days.

f. Support Paramedics may also act as a Paramedic Preceptor.

SECTION F. Other Stipulations

1. The City agrees to pay employees assigned to the City’s paramedic program their direct costs for the first attempt at obtaining Santa Clara County accreditation. Employees requiring more than one (1) attempt shall be responsible for any costs associated with additional attempts.

2. Employees may be required to perform a field “ride along” and evaluation prior to obtaining Fire Chief approval to function as a Firefighter Paramedic as part of the Department’s Quality Management program.

3. Employees assigned as Firefighter Paramedics may be designated as “Preceptors” for the purpose of interning City of Gilroy, as well as other agency Paramedic interns. The City agrees that Firefighter Paramedics designated as “Preceptors” will have all tuition, materials and time paid to attend required training by the City to maintain skills as a Preceptor. In addition, the assigned Paramedic Preceptor will receive a five hundred dollar ($500) flat fee for each paramedic intern student assigned at the completion of the intern process.

4. The City may also designate certain Paramedics and Support Paramedics as Field Trainers/Evaluators. Paramedics and Support Paramedics assigned by the Fire Chief to train and evaluate a paramedic on their paramedic skills and abilities shall be paid at the rate of $400 for each month (9-11 shifts) assigned to perform these duties.

5. Field Trainers/Evaluators may be assigned and temporarily transferred to a newly hired paramedic or to a paramedic in need of additional training or evaluation or the reverse based on the good of the department.
6. Though suitable Firefighter/Paramedic and trainer/preceptor experience are preferred, City designated Field Trainers/Evaluators are not required to be designated by the County of Santa Clara as a Preceptor, but must be selected by the Fire Chief to perform in this capacity in advance of being assigned to train or evaluate a paramedic.

7. During this training and evaluation period, the Firefighter (Medic) being trained and evaluated may count as staffing per the staffing language found in Article X of this MOU.

8. Assignment to Firefighter Paramedic openings will be by Department seniority and subject to approval by the Fire Chief. Following assignment, Firefighter Paramedics must comply with and maintain all conditions as stated in this MOU and appropriate employment contract.

The job descriptions for all bargaining unit classifications shall be amended to include transport duties.

**ARTICLE X. STAFFING:**

1. **Staffing**

   The City agrees to maintain a minimum complement of nine (9) fire suppression personnel at all times, Engines and Trucks may be staffed with three (3) personnel.

**Section A. Fire Apparatus Definitions:**

1. **Engine** - Fire apparatus that pump and deliver water and perform basic firefighting at fires, including search and rescue are known as Engine apparatus.

2. **Truck/Ladder** - Fire apparatus that perform a variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul and salvage work shall be known as Truck or Ladder apparatus. This shall include fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial device with a permanently mounted waterway, and a complement of ground ladders.

3. **Medic** - Fire apparatus that perform a variety of services including: EMS response and transport, vehicle
extrication, portable lighting and other fire ground support services. The vehicle may include a permanently mounted light boom and generator, and may carry rescue equipment as well as other equipment as determined by the Fire Chief.

4. Ambulance - A vehicle designed and operated for transportation of ill and injured persons, equipped and staffed to provide for first aid or life support measures to be applied during transport.

5. Wildland Type 3 and Type 6 Fire Engines that can deliver and pump water and extinguishing agents at the scene of a wildland fire shall be known as wildland apparatus.

6. Quick Response Vehicle (QRV) - A Quick Response vehicle such as a Sport Utility Vehicle (SUV), Pick-up Truck or similar vehicle designed, operated and, equipped to provide EMS first-response service not including transportation for ill and injured persons.

Section B. Additional Definitions:

1. Company - A company is a group of members (1) under the direct supervision of an Officer or acting Officer; (2) Trained and equipped to perform assigned tasks; (3) On apparatus' identified as Engine, Truck/ladder, Rescue/Squad, Ambulance, Wildland, QRV, or Taskforce.

2. Task Force - Multiple apparatus operating as a Company that are dispatched and arrive together, continuously operate together, and are managed by a single fire company Officer or acting Officer. The City shall have the discretion to split a Task Force (1) for short duration administrative needs, such as refueling; and (2) in the event of subsequent incidents.

3. Minimum Staffing. City firefighting apparatus when operated as a single Company shall be staffed with bargaining unit personnel in the following manner:

   Engine Minimum of three (3) personnel, as follows: 1 Captain, 1 Engineer, and 1 Firefighter I/II (or equivalent with acting assignments).

   Truck/Ladder Minimum of three (3) personnel, as follows: 1 Captain, 1 Engineer, and 1 Firefighter I/II (or equivalent with acting assignments).
Task Force Minimum of four (4) personnel, two members per unit, as follows: 1 Captain, 1 Engineer, and 2 Firefighters I/II (or equivalent with acting assignments).

Medic Minimum of two (2) personnel, as follows: 1 Captain and 1 Fire Engineer (or equivalent with acting assignments).

Ambulance Minimum of two (2) personnel, as follows: 1 Captain and 1 Firefighter I/II (or equivalent with acting assignments).

Quick Response Vehicle (QRV) Minimum of two (2) personnel, as follows: 1 Captain and 1 Firefighter I/II (or equivalent with acting assignments).

Wildland Type 3 Minimum of three (3) personnel, as follows: 1 Captain, 1 Engineer, and 1 Firefighter I/II (or equivalent with acting assignments).

Wildland Type 6 Minimum of two (2) personnel, as follows: 1 Captain and 1 Firefighter I/II (or equivalent with acting assignments).

EXCEPTION: Wildland Type 6

The Wildland Type 6 shall be used: (a) as part of a Company in Task Force Configuration, or (b) in "over strength" situations when the current configuration staffing levels have been met, (c) as the primary back up to the Rescue/Medic when the Rescue/Medic has been placed "temporarily" out of service for mechanical reasons, or (d) as a "jump rig."

1. If the unit is placed in service as a back-up to the Rescue, any fire call would be cause for a dual unit response with another City of Gilroy Engine.

2. When used in over strength situations, The Wildland Type 6 may patrol by itself and may travel between Districts. However, it shall not be dispatched independently on 9-1-1 calls. The City agrees that whenever the Type 6 is dispatched on a 9-1-1 call, an Engine, or Truck/Ladder shall also be dispatched simultaneously. Once either apparatus arrives at the fire scene, the Incident Commander shall have the discretion to cancel the second apparatus before it arrives.
3. When used as a jump rig, the Wildland Type 6 will be staffed with three personnel: one Captain, one Engineer, and one Firefighter I/II to provide wildland response within the City of Gilroy. In this configuration, the Wildland Type 6 will operate out of the same station as an Engine and the Captain will have the discretion to respond to calls for service either with the Engine or with the Wildland Type 6.

Section C. Strike Teams

Participation in Mutual Aid Strike Teams, Task Force, or Assists by Hire requests through county and statewide mutual aid plans are subject to the discretion of the Fire Chief. In the event the Chief determines it is appropriate to participate in a Strike Team, Task Force, or Assist by Hire with the deployment of an Engine, Truck, or Wildland Type 3 Engine, the assignment shall consist of four (4) personnel on each deployed apparatus (1 Captain, 1 Engineer, and 2 Firefighter I/II), so long as the hiring agency will compensate the City to backfill four (4) personnel at the appropriate ranks. In the event the Chief determines it is appropriate to participate in a Strike Team, Task Force, or Assist by Hire with the deployment of a Wildland Type 6 Engine, the assignment shall consist of three (3) personnel on each deployed apparatus (1 Captain, 1 Engineer, and 1 Firefighter I/II). Regardless of the number of employees deployed and MOU staffing requirements, the City will hire back the same number of people it is being compensated for by the hiring agency.

Section D. Callback

The decision to initiate emergency call back shall be at the discretion of the On Duty Chief.

Section E. Annual Shift Bid

1. Shift assignments shall change as a result of the bidding process on January 15th of each year. Shift assignments will be published annually in October, after station bids have been awarded. Vacations will be selected during the month of November in accordance with existing procedures. All bargaining unit members will be assigned a specific station and shift. These assignments will only be altered in a manner consistent with the provisions of this MOU.
Section F. Relief Personnel

1. The annual shift/station bid process shall include relief positions as designated by the Fire Chief. Those individuals assigned to relief positions shall be assigned to a station, but may move between station assignments to cover short and long-term vacancies. The Fire Chief may move Relief personnel between shifts in accordance with the provisions of this Section. (Reference SOP, Division II, Article 16 - Relief Assignment Guidelines)

2. There is a mutual interest to use relief personnel to cover long-term absences and/or vacancies. Therefore, the parties agree that the City may transfer relief personnel from one shift to another if the relief employee is given fourteen (14) days’ notice of the change in shift and remains on the shift for a minimum of 30 days.

3. Employees may request/volunteer to move across shift with less than 14 days notice and remain on that shift for less than 30 days provided that the employee initiates the action to move across shift once the employee becomes aware that shifts are available for consideration. Shift availability shall be posted at the Station that manages personnel scheduling and/or by email to all the Relief Employees. Additional notices may be posted at other stations. Absent the employee initiating such a request, the policy of a 14 day notice and 30 day stay on the shift to which the employee was moved shall remain in effect.

4. The Fire Captains shall manage and administer the personnel shift scheduling including relief assignments in accordance with current and future policies and procedures regarding personnel scheduling and assignments.

Section G. Transfers

1. The Chief retains the right to deny a request for transfer, change the location of a position, mandatorily transfer a Unit employee, or change an assignment to meet workload demands. The Department’s right to assign and transfer personnel is inherent to providing quality service. Management also recognizes the desire of employees to periodically request changes in work assignments. It is the intent of this policy to prohibit
employees from having their bid shift assignment changed on a monthly or more frequent basis.

2. Intra-Shift Transfers. The City may transfer bargaining unit employees between positions on the same shift to cover absences or for other operational reasons without the limitations identified below.

3. Voluntary Transfers. Requests for voluntary transfers shall be made in writing to the employee’s direct supervisor. Officers may recommend that a request for transfer of personnel within their command be denied if in their opinion such transfer would reduce efficiency of the Department. Any such recommendation shall be set forth in writing by the Officer and sent to the Fire Chief, with a copy delivered to the member requesting the transfer. The employee requesting the transfer shall have five (5) days from the receipt of the notice of recommendation to file written objections with the Chief.

4. Mandatory Transfers.
   (a) Mandatory transfers of non-relief personnel from one shift to another shall be limited to filling vacancies for promotions, dismissals, retirements, long term leaves, or for the good of the Department.
   (b) Prior to requiring a non-relief Unit employee to transfer between shifts or assignments, the Chief shall utilize available relief personnel and, where possible, shall offer the transfer to all qualified personnel on a voluntary basis. Whenever possible, a 14 day notice shall be given for any transfer. This paragraph shall not apply to transfers for the good of the Department where immediate action is required.

5. Seniority. All transfers of personnel within the Department shall be made on the basis of seniority rights, except transfers made by mutual agreement and transfers for the good of the Department.

6. Appeal Process. The decision of the Chief to mandatorily transfer a bargaining unit member or to deny a voluntary transfer shall be binding and shall not be subject to the grievance procedure under either this agreement or the Human Resources Rules and Regulations. However, an employee who is not satisfied with the Chief’s decision may appeal the Chief’s decision to the City
Administrator. The appeal shall be in writing and shall be filed within five (5) days after the employee receives the Chief's decision. The decision of the City Administrator shall be final and binding.

7. Impact on Leaves:
   
a. Those employees affected by mandatory changes in shifts shall be allowed to use vacation, CTO, or personal leave to cover a previously scheduled discretionary leave period that is affected by the transfer. Shift trades (XOT) that have been previously approved and scheduled by the Department shall be treated as discretionary leave for the purpose of this section.

b. Scheduled discretionary Leaves begin at 0800 hrs the day preceding the last regularly scheduled worked shift. Scheduled discretionary leaves end at 0800 hrs on the first regularly scheduled day back to work.

c. The parties recognize that this section may lead to more than the normally permitted number of employees on discretionary leave at any one time.

[Note: It is the City’s intent that this process be consistent with the SOP on station assignments.]

ARTICLE XI. PEACEFUL PERFORMANCE

During the life of this agreement, no work stoppages, strikes, slowdowns, or boycott picketing shall be caused or sanctioned by Local 2805, and no lockouts shall be made by the City. In the event that any employees covered by this agreement, individually or collectively, violate the provisions of this article and Local 2805 fails to exercise good faith in halting the work interruption, Local 2805 and the employees involved shall be deemed in violation of this article and the City shall be entitled to seek all remedies available to it under applicable law. This provision is consistent with City Charter provisions.

ARTICLE XII. FULL UNDERSTANDING

This Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters as set forth herein; and any other prior or existing understanding
or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety, if in conflict with this Memorandum of Understanding. Matters within the scope of representation not addressed shall remain unchanged. It is agreed and understood that each party hereto voluntarily and unqualified waives its rights to negotiation, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of the agreement.

ARTICLE XIII. SAVINGS PROVISION

If any provision of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction or invalidated by state or federal law, such provisions will not be deemed valid and subsisting except to the extent permitted by law, the City and Local 2805 agree to meet and confer on any items held invalid on the request of either party. It is the intent of the parties that any invalid section(s) be replaced with one that provides the same or equal benefits to both parties.
ARTICLE XIV. TERM

This Memorandum of Understanding represents the entire Agreement between City and Local 2805 on subjects contained herein and shall become of full force and effect on July 1, 2022, unless otherwise noted, and shall continue in full force and effect until midnight June 30, 2026. The City and Local 2805 will meet to begin sharing information no later than April 1, 2026. Local 2805 shall provide the City with its proposals for the period beginning July 1, 2026, no later than March 15, 2026. The City and Local 2805 will begin the meet and confer process no later than April 15, 2026. The City and the Union agree that prior to any interest arbitration proceeding pursuant to the Gilroy City Charter the parties will engage in non-binding mediation facilitated through the California State Mediation and Conciliation Service.

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<tr>
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<th>For Gilroy, IAFF, Local 2805</th>
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<tbody>
<tr>
<td><strong>Signature/Date</strong></td>
<td><strong>Signature/Date</strong></td>
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<tr>
<td><strong>Jimmy Forbis</strong></td>
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<tr>
<td>City Admininstrator</td>
<td>Ken Martin, Lead Negotiator, Mastagni Law Firm</td>
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<td><strong>Charles Sakai</strong></td>
<td>Steven Hayes, Local 2805 President</td>
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<td>Labor Negotiations Legal Counsel</td>
<td><strong>6/29/2022</strong></td>
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<td><strong>LeeAnn McPhillips</strong></td>
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<td>Human Resources Director/Risk Manager</td>
<td>Kris Teresi, Local 2805 Negotiator</td>
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<tr>
<td>Treasurer</td>
<td>Boundary, Local 2805 Negotiator</td>
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### LOCAL 2805, FIRE UNIT
#### SALARY SCHEDULE
Effective July 1, 2022
(Fire Engineer Range Change and Step F Addition)

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<tr>
<th>Job Classification Title</th>
<th>Firefighter / Firefighter Lateral</th>
<th>Firefighter (60 college units) / Firefighter Lateral (60 college units)</th>
<th>Fire Engineer (old)</th>
<th>Fire Engineer (New - increase by appx 2.5%)</th>
<th>Fire Captain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Range/Job Class</td>
<td>F30/804</td>
<td>F31/802</td>
<td>F32/801</td>
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</tr>
<tr>
<td>Step A</td>
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<tr>
<td>Step B</td>
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<tr>
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</tr>
<tr>
<td>Step C</td>
<td>7,869.17</td>
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<tr>
<td>Step D</td>
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<tr>
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<td>118,294</td>
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<tr>
<td>Step F</td>
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<td>9,565.25</td>
<td>10,350.75</td>
<td>10,609.50</td>
<td>11,701.50</td>
</tr>
<tr>
<td>(merit plus completion of 5 year service requirement)</td>
<td>109,314</td>
<td>114,783</td>
<td>124,209</td>
<td>127,314</td>
<td>140,418</td>
</tr>
</tbody>
</table>

7/1/22 salary schedule increases Range for Fire Engineer classification by approximately 2.5% and adds Step F (merit step plus completion of 5 years service requirement per MOU).

Fire shift personnel receive 2.27% FLSA overtime calculated on total compensation.

Fire shift personnel receive 6.6% of base pay in lieu of holidays. Hourly rate for 40 hour week is calculated on base divided by 173.33. Hourly rate for 56 hour week is calculated on base divided by 242.48.

Uniform allowance of $91.67 per month.

Bilingual pay of 5.0% of base per Fire Chief's approval and test.

Range F30 is approximately 5% below Range F31 and does not require 60 college semester units.

Paramedic pay is 11% of base.

Support Medic pay is 6% of base.

Rev. 6/22
<table>
<thead>
<tr>
<th>Job Classification Title</th>
<th>Firefighter / Firefighter Lateral</th>
<th>Firefighter (60 college units) / Firefighter Lateral (60 college units)</th>
<th>Fire Engineer</th>
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<tr>
<td>Salary Range/Job Class</td>
<td>F30/804</td>
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<td>F34/800</td>
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<tr>
<td>Step A</td>
<td>7,137.50</td>
<td>7,494.42</td>
<td>8,312.83</td>
<td>9,168.25</td>
</tr>
<tr>
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<td>85,650</td>
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<tr>
<td>Step B</td>
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<td>9,565.25</td>
<td>10,609.50</td>
<td>11,701.50</td>
</tr>
<tr>
<td>(merit plus completion of 8 year service requirement)</td>
<td>109,314</td>
<td>114,783</td>
<td>127,314</td>
<td>140,418</td>
</tr>
<tr>
<td>Step G</td>
<td>9,565.00</td>
<td>10,043.50</td>
<td>11,140.00</td>
<td>12,286.58</td>
</tr>
<tr>
<td>(merit plus completion of 10 year service requirement)</td>
<td>114,780</td>
<td>120,522</td>
<td>133,680</td>
<td>147,439</td>
</tr>
</tbody>
</table>

7/1/23 salary schedule adds Step G (merit step plus completion of 10 years of service requirement per MOU).

Fire shift personnel receive 2.27% FLSA overtime calculated on total compensation.

Fire shift personnel receive 6.6% of base pay in lieu of holidays. Hourly rate for 40 hour week is calculated on base divided by 173.33. Hourly rate for 56 hour week is calculated on base divided by 242.48.

Uniform allowance of $91.67 per month.

Bilingual pay of 5.0% of base per Fire Chief's approval and test.

Range F30 is approximately 5% below Range F31 and does not require 60 college semester units.

Paramedic pay is 11% of base.

Support Medic pay is 6% of base.

Rev. 6/22
# LOCAL 2805, FIRE UNIT

**SALARY SCHEDULE**

**Effective July 1, 2024**

(Step H Addition)

<table>
<thead>
<tr>
<th>Job Classification Title</th>
<th>Firefighter / Firefighter Lateral</th>
<th>Firefighter (60 college units) / Firefighter Lateral (60 college units)</th>
<th>Fire Engineer</th>
<th>Fire Captain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Range/Job Class</td>
<td>F30/804</td>
<td>F31/802</td>
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<td>F34/800</td>
</tr>
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<td>Step A</td>
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<td>110,019</td>
</tr>
<tr>
<td>Step B</td>
<td>7,494.25</td>
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<td>9,628.58</td>
</tr>
<tr>
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<td>89,931</td>
<td>94,431</td>
<td>104,744</td>
<td>115,519</td>
</tr>
<tr>
<td>Step C</td>
<td>7,869.17</td>
<td>8,262.83</td>
<td>9,164.75</td>
<td>10,108.17</td>
</tr>
<tr>
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<td>94,430</td>
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<td>109,977</td>
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</tr>
<tr>
<td>Step D</td>
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<td>10,613.42</td>
</tr>
<tr>
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<td>99,152</td>
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<td>127,361</td>
</tr>
<tr>
<td>Step E</td>
<td>8,675.75</td>
<td>9,109.75</td>
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<td>11,144.25</td>
</tr>
<tr>
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<td>104,109</td>
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<tr>
<td>Step F</td>
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<td>9,565.25</td>
<td>10,609.50</td>
<td>11,701.50</td>
</tr>
<tr>
<td>(merit plus completion of 5 year service requirement)</td>
<td>109,314</td>
<td>114,783</td>
<td>127,314</td>
<td>140,418</td>
</tr>
<tr>
<td>Step G</td>
<td>9,565.00</td>
<td>10,043.50</td>
<td>11,140.00</td>
<td>12,286.58</td>
</tr>
<tr>
<td>(merit plus completion of 10 year service requirement)</td>
<td>114,780</td>
<td>120,522</td>
<td>133,680</td>
<td>147,439</td>
</tr>
<tr>
<td>Step H</td>
<td>10,043.25</td>
<td>10,545.67</td>
<td>11,697.00</td>
<td>12,900.92</td>
</tr>
<tr>
<td>(merit plus completion of 15 year service requirement)</td>
<td>120,519</td>
<td>126,548</td>
<td>140,364</td>
<td>154,811</td>
</tr>
</tbody>
</table>

7/1/24 salary schedule adds Step H (merit step plus completion of 15 year service requirement per MOU).

Fire shift personnel receive 2.27% FLSA overtime calculated on total compensation.

Fire shift personnel receive 6.6% of base pay in lieu of holidays. Hourly rate for 40 hour week is calculated on base divided by 173.33. Hourly rate for 56 hour week is calculated on base divided by 242.48.

Uniform allowance of $91.67 per month.

Bilingual pay of 5.0% of base per Fire Chief’s approval and test.

Range F30 is approximately 5% below Range F31 and does not require 60 college semester units.

Paramedic pay is 11% of base.

Support Medic pay is 6% of base.

Rev. 6/22
### LOCAL 2805, FIRE UNIT

**SALARY SCHEDULE**

**Effective July 1, 2025**

(Step H Addition)

<table>
<thead>
<tr>
<th>Job Classification Title</th>
<th>Firefighter / Firefighter Lateral</th>
<th>Firefighter (60 college units) / Firefighter Lateral (60 college units)</th>
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</thead>
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<tr>
<td>Salary Range/Job Class</td>
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</tr>
<tr>
<td>Step A</td>
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</tr>
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</tr>
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<td>104,744</td>
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</tr>
<tr>
<td>Step C</td>
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<td>8,262.83</td>
<td>9,164.75</td>
<td>10,108.17</td>
</tr>
<tr>
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<td>94,430</td>
<td>99,154</td>
<td>109,977</td>
<td>121,298</td>
</tr>
<tr>
<td>Step D</td>
<td>8,262.67</td>
<td>8,675.92</td>
<td>9,623.25</td>
<td>10,613.42</td>
</tr>
<tr>
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<td>99,152</td>
<td>104,111</td>
<td>115,479</td>
<td>127,361</td>
</tr>
<tr>
<td>Step E</td>
<td>8,675.75</td>
<td>9,109.75</td>
<td>10,104.25</td>
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</tr>
<tr>
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<td>104,109</td>
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<td>133,731</td>
</tr>
<tr>
<td>Step F</td>
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<td>9,565.25</td>
<td>10,609.50</td>
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</tr>
<tr>
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</tr>
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<td>9,565.00</td>
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<td>11,140.00</td>
<td>12,286.58</td>
</tr>
<tr>
<td>(merit plus completion of 10 year service requirement)</td>
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<td>120,522</td>
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<td>Step H</td>
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</tr>
<tr>
<td>(merit plus completion of 15 year service requirement)</td>
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<td>126,548</td>
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<td>154,811</td>
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<td>162,552</td>
</tr>
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</table>

7/1/25 salary schedule adds Step I (merit step plus completion of 20 year service requirement per MOU).

Fire shift personnel receive 2.27% FLSA overtime calculated on total compensation.

Fire shift personnel receive 6.6% of base pay in lieu of holidays. Hourly rate for 40 hour week is calculated on base divided by 173.33. Hourly rate for 56 hour week is calculated on base divided by 242.48.

Uniform allowance of $91.67 per month.

Bilingual pay of 5.0% of base per Fire Chief’s approval and test.

Range F30 is approximately 5% below Range F31 and does not require 60 college semester units.

Paramedic pay is 11% of base.

Support Medic pay is 6% of base.

Rev. 6/22
9. **Incentive pay** - Administrative Staff Captains who are eligible to receive special incentive pay, i.e. Support paramedic or bilingual pay, shall continue to maintain such eligibility and receive the incentive pay throughout the duration of the assignment.

10. **Vacation Selection** - Administrative Staff Captains shall make vacation selections twice annually. This shall be consistent with administrative staff selections.

11. **Acting Duty Chief Assignments** – Administrative Staff Captains will be eligible for Acting Duty Chief Assignments when qualified. See Article IV, Section J for criteria to be eligible. Administrative Staff Captains who are qualified for Acting Duty Chief Assignments will not be subject to a mandatory assignment as an Acting Duty Chief.

12. **Work Vehicle** - The City shall have a vehicle available for the Administrative Staff Captain to use during his/her normal workday. If a vehicle is unavailable, the City shall reimburse the Administrative Staff Captain for use of his/her own personal vehicle at the established mileage reimbursement rate for the City of Gilroy.

13. **Physical Fitness** - Administrative Staff Captains shall be allotted ten (10) one (1) hour Physical Fitness workout periods per month at approved city facilities.
EXISITING FIRE PERSONNEL PHYSICAL EXAMINATION PROTOCOL

TYPE OF EXAM

1. **PHYSICAL EXAMINATION**
   Complete physical exam/evaluation looking at general health; per NFPA guidelines: under age 30, every 3 years; 30 – 39 years of age, every 2 years; 40 years and over, every year. Deviations from this schedule may be recommended by the medical doctor. *Class A driving exams, every 2 years if needed – not a required part of exam protocol.*

2. **PT BACK EVALUATION**
   Back screening; Kraus Weber exam; back safety education; done with physical examination.

3. **AUDIOLOGY TESTING**
   Baseline-Identify threshold; annual testing

4. **SPIROMETRY TESTING**
   Respiratory health questionnaire annually; further testing as needed based on review of questionnaire.

5. **RESTING EKG**
   With physical examination
   under age 35 (with CFR) or under age 40 (without CFR), every 5 years; from age 35 (with CFR) or age 40 (without CFR) to age 50, every 2 years; over age 50, every year. Deviations from this schedule may be recommended by the medical doctor.

6. **STRESS TREADMILL TEST (w/stress EKG)**

7. **HEPATITIS PANEL/VEINPUNCTURE** – with physical exam or as needed. **
   CBC
   Comp Metabolic Panel
   Hep B Surface Anitbody QN
   Hep A Total
   Hep B Surface AG w/Reflex Confirm
   Hep C Antibody

   After reviewing results of Hepatitis panel, give appropriate booster or series**
   Hepatitis Series (3)

8. **Varicella Titer (then vaccine if necessary)**
9. **Lipid Profile**
10. **PSA (Optional) – with physical examination**
11. **PPD-TB (If last one more than 6 months ago) – with physical examination**
12. **TETANUS VACCINATION (Mandatory if no record of within 10 years) with physical examination**
13. **MMR VACCINATION (If no record, more than 8 yrs); with physical examination**
14. **COLOR VISION TEST – Ishihara color-book test; with physical examination**
15. **BREAST EXAM/PAP COLLECTION (Optional) – with physical examination**

CFR = Cardiac Risk Factors

SEND AUDIO TEST RESULTS AND SPIROMETRY CERTIFICATE TO HUMAN RESOURCES DIRECTOR @ THE ADDRESS BELOW. ABSENT AN ISSUE OF THE JOB, ALL OTHER MEDICAL INFORMATION SHALL REMAIN IN THE CONFIDENTIAL RECORDS AT USHW. JOB RELATED ISSUES THAT WOULD IMPACT THE EMPLOYEE'S ABILITY TO PERFORM THE ESSENTIAL FUNCTIONS OF THE JOB SHALL BE COMMUNICATED FIRST TO THE EMPLOYEE AND THEN TO THE EMPLOYER.

CONTACT PERSON
LeeAnn McPhillips
Ph (408)846-0205
Fax (408)846-0200
Confidential

BILLING INSTRUCTIONS
City of Gilroy - HR
7351 Rosanna Street
Gilroy, CA 95020
Confidential
GILROY FIRE DEPARTMENT
STANDARD OPERATING PROCEDURE

Division II: Personnel Article 11: Modified Duty

POLICY
Light or Modified Duty Assignments provide Gilroy Fire Department employees who are unable to perform their regular duties due to an injury or illness a means to continue to be a contributing department member through temporary reassignment.

PROCEDURE
1. Assignment to Light or Modified Duty Status:
   a) Employees temporarily disabled by a verified on the job injury or illness may be re-assigned at the discretion of the Fire Chief based on department need and tasks permitted by the employee's treating physician.

   b) Employees temporarily disabled by an injury or illness off the job may request assignment to light/modified duty status. The Fire Chief shall make a determination on a case-by-case basis evaluating such things as the employee's work limitations/ restrictions and available work that the employee is qualified to perform.

   Department employees requesting light duty status shall submit a memorandum to the Fire Chief to include the following:
   • Reason for the request
   • Estimated length of time the employee expects to be off duty
   • Estimated duration of the reassignment request
   • In addition, the employee shall submit a completed city ‘Physical Capacities Form’ signed by their physician. This will enable work limitations to be evaluated along with available work that the employee is qualified to perform.

   The Fire Chief, or his/her designee, will attempt to contact the employee requesting light duty within three working days to notify the employee of the availability of light duty. At that time, or as soon as possible thereafter, the Fire Chief, or his/her designee, shall notify the employee of the determination, which shall be either temporary re-assignment to light/modified duty, or denied. The decision of the Fire Chief shall be final.

2. Employee Reporting Responsibilities while on Light or Modified Duty:
   The Department will determine the work schedule (in accordance with the MOU) and assignments for light-duty personnel based on work restrictions for the light-duty employee and the needs of the department.
a) Light-duty employees will report to one of the Battalion Chiefs for work assignments, timesheet reporting, leave requests and any other personnel related issues. The Battalion Chief may delegate supervision of the employee as appropriate.

b) Personnel on light-duty status will provide a written schedule at the beginning of the work week to the designated supervisor indicating what work is planned for the week and when they will need time away from work for medical appointments, therapy or if they intend to use leaves (sick, vacation, etc.).

c) Personnel on light-duty will notify their assigned supervisor in advance of any anticipated changes to the work schedule or use of leaves.

d) At the end of the work week a report will be submitted by the light-duty employee that summarizes the schedule for the past week and indicates the status of work assignments (in progress, completed, issues or concerns, etc.) and the time spent away from work at medical or therapy appointments or the use of leave.

Approved:  

Dale Foster, Fire Chief  

2/5/2009  

Effective Date
GILROY FIRE DEPARTMENT
STANDARD OPERATING PROCEDURE

Division II: Personnel  Article 6: Physical Fitness Incentive Program

POLICY:

To provide a guideline for the administration of the Fire Department's Physical Fitness Incentive Program.

The Fire Department's Physical Fitness Incentive Program is the result of a collaborative effort and an agreement between the City of Gilroy and the Gilroy Firefighters Local 2805, IAFF (Ref: Memorandum of Understanding, Article VII, Section B - Physical Examinations).

The purpose of the Physical Fitness Incentive Program is to provide a measurable, tangible and immediate reward for those individuals who have achieved and continually maintain themselves to fitness standards. In agreeing to such an incentive program, it is the intent of both the City of Gilroy and the Gilroy Firefighters Local to reduce the number of work related injuries and improve the overall health of all employees.

PROCEDURE:

The Physical Fitness Incentive Program is mandatory for all fire personnel employed after July 1, 1986. For all other Fire Department personnel, the program is voluntary. As a condition of continuous employment, new employees are required to sign an Employment Contract. Under the terms of the Employment Contract, the employee agrees to maintain his/her physical condition in the classification of 'Good' or 'Higher' as established by recognized and accepted standards of the Fire Department's Physical Fitness Incentive Program.

The Physical Fitness evaluation is conducted semi-annually by the Fire Department's Physical Fitness Consultant; however, for the term of the July 1, 2016 – June 30, 2018 MOU period only, the Fire Department Health and Safety Committee will conduct the semi-annual fitness evaluations on a trial basis.

The Physical Fitness evaluation consists of the following components:

1. Resting heart rate assessment
2. Resting blood pressure assessment
3. Body fat composition assessment
4. Step-up recovery test
5. Flexibility assessment
6. Sit-ups
7. Push-ups
8. 1.5 Mile run/walk or treadmill

Each of the identified components has an assigned point value based upon the age of the participant and the level of performance. A schedule of the fitness evaluation events and rating measurements is attached to this document.

Upon completion of the Physical Fitness evaluation process, the Fire Department's Physical Fitness Consultant (or Health and Safety Committee Chair for the term of the July 1, 2016 – June 30, 2018 MOU) shall submit to the Fire Chief, a report identifying participants who have earned points. 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 (Reference: Memorandum of Understanding between the City of Gilroy and The Firefighters Local 2805).
Non-Participation Due to Injury or Illness:

If at the time that the Physical Fitness evaluation is being conducted, a participant cannot perform an event, due to a temporary injury or illness, he/she may perform in all other events and must make-up the missed event within seven (7) working days in order to complete the fitness evaluation.

In the event of a short-term injury, as documented by a qualified physician, the Fire Chief may require the employee to participate in a Physical Fitness evaluation. The cost of providing such Physical Fitness evaluation shall be at the expense of the Fire Department.

There are some employees who have documented permanent injuries. These injuries may limit an employee's ability to participate in some events of the Physical Fitness evaluation. In order to earn credit in the evaluation process, the participant must complete no less than six (6) out of the eight (8) events including the 1.5 mile run/walk or treadmill. In determining the points awarded the participant, the total number of points are divided by the number of events participated in; the average points earned shall be added as points for the events not performed. For the purpose of this program, documentation must be in the form of a physician's statement indicating that an employee has sustained a permanent type of injury and that specific limitations do exist. A statement from the employee's physician attesting to such limitations shall be kept on file at the Fire Department and the City of Gilroy's Human Resources Department.

Scheduling:

The Fire Department's Physical Fitness Coordinator shall be responsible for the timely scheduling of the physical fitness evaluations in the first half of the months of April and October. Once the Physical Fitness Coordinator has scheduled evaluation appointments with the Physical Fitness Consultant (or Health and Safety Committee for the July 1, 2016 – June 30, 2018 MOU), all fire department personnel shall be notified. The Physical Fitness Evaluation and 1.5 mile run/walk or treadmill shall be scheduled together on the same day as an on-duty shift activity for each platoon. During the trial period of July 1, 2016 – June 30, 2018, flexible dates in the months of April and October may be scheduled provided the scheduling is approved by the Captain and Division Chief. Flexible make-up days in the months of April and October may also be scheduled with the approval of the Fire Captain and Division Chief. When an outside fitness consultant is used for testing, personnel who are on-duty (assigned shift) are required to complete their testing on that day. Once all shifts have completed their testing, an additional make-up day (s) will be scheduled for personnel who were on approved leave during their test date. Evaluation point results shall be submitted to Human Resources by May 1 and November 1 for payroll processing.

Individual Records and Reports:

All individual records and information obtained as a result of the Physical Fitness Evaluation process shall be maintained by the Fire Department's Physical Fitness Consultant or Health and Safety Committee. The results of the Physical Fitness evaluation test are confidential and specific information derived from the process is shared only with the participating employee. Health and Safety Committee members will sign a confidentiality agreement. The Fire Department receives general statistical information without reference to anyone by name or which individuals earn incentive compensatory hours. While confidentiality is a key component of the Physical Fitness Incentive Program, the Physical Fitness Consultant or Health and Safety Committee Chair is obligated to inform the Fire Chief when, in his/her professional opinion, a program participant's health and physical condition is at a level which could place the employee and/or the City at risk.
The Physical Fitness evaluation consists of the following eight components utilizing the Fit Score Table below:

<table>
<thead>
<tr>
<th>Fit Score</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Excellent</td>
</tr>
<tr>
<td>4</td>
<td>Very Good</td>
</tr>
<tr>
<td>3</td>
<td>Good</td>
</tr>
<tr>
<td>2</td>
<td>Fair</td>
</tr>
<tr>
<td>1</td>
<td>Poor</td>
</tr>
</tbody>
</table>

Any results that are 20% better than the best possible earn 6 points.

1. **Resting Heart Rate**
A resting pulse rate of above 75 for men and above 80 for women is considered above the average. This is a simple measure of how many times per minute the heart beats while the body is at rest. The resting heart rate is taken in a seated position. The radial pulse is located at the wrist and the pulse is counted for 60 seconds. If the testee has just returned from a call and has an elevated heart rate, his/her pulse will be recorded with notation; or the testee may be re-tested on the make-up day.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Resting Heart Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Male</td>
</tr>
<tr>
<td>20 to 60+</td>
<td>5</td>
<td>≤ 60</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>61-67</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68-73</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>74-79</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 80</td>
</tr>
</tbody>
</table>

2. **Resting Blood Pressure**
Blood pressure measures the amount of force the blood exerts outward against the inner walls of the arteries. High blood pressure reading is often correlated with coronary heart disease. The resting blood pressure is taken in the seated position. The right arm is used. If the right arm cannot be used, or the first attempt at recording the pressure fails, the left arm may be used. If both the right and left arm has been used with a failure to record an accurate blood pressure, the tester must wait 5 minutes before re-testing the right arm. Do not test the same arm two consecutive times. If the testee has just returned from a call, follow the same instructions as with the resting heart rate. In determining the Fit Score, take the best score between the Systolic and Diastolic results.
<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Resting Blood Pressure</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Male</strong></td>
<td><strong>Female</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Systolic</td>
<td>Diastolic</td>
<td>Systolic</td>
</tr>
<tr>
<td>20 to 29</td>
<td>5</td>
<td>≤ 112</td>
<td>≤ 72</td>
<td>≤ 100</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>113 - 118</td>
<td>73 - 76</td>
<td>101 - 110</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>119 - 122</td>
<td>77 - 80</td>
<td>111 - 116</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>123 - 130</td>
<td>81 - 84</td>
<td>117 - 120</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 131</td>
<td>≥ 85</td>
<td>≥ 121</td>
</tr>
<tr>
<td>30 to 39</td>
<td>5</td>
<td>≤ 114</td>
<td>≤ 74</td>
<td>≤ 104</td>
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<tr>
<td></td>
<td>4</td>
<td>115 - 120</td>
<td>75 - 78</td>
<td>105 - 110</td>
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<tr>
<td></td>
<td>3</td>
<td>121 - 124</td>
<td>79 - 80</td>
<td>111 - 118</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>125 - 132</td>
<td>81 - 83</td>
<td>119 - 122</td>
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<td></td>
<td>1</td>
<td>≥ 133</td>
<td>≥ 89</td>
<td>≥ 123</td>
</tr>
<tr>
<td>40 to 49</td>
<td>5</td>
<td>≤ 116</td>
<td>≤ 76</td>
<td>≤ 105</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>117 - 122</td>
<td>77 - 80</td>
<td>106 - 112</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>123 - 126</td>
<td>81 - 84</td>
<td>113 - 118</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>127 - 134</td>
<td>85 - 90</td>
<td>119 - 126</td>
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<tr>
<td></td>
<td>1</td>
<td>≥ 135</td>
<td>≥ 91</td>
<td>≥ 127</td>
</tr>
<tr>
<td>50 to 59</td>
<td>5</td>
<td>≤ 116</td>
<td>≤ 78</td>
<td>≤ 110</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>119 - 124</td>
<td>79 - 80</td>
<td>111 - 120</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>125 - 128</td>
<td>81 - 85</td>
<td>121 - 125</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>129 - 136</td>
<td>87 - 90</td>
<td>127 - 140</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 137</td>
<td>≥ 91</td>
<td>≥ 141</td>
</tr>
<tr>
<td>60+</td>
<td>5</td>
<td>≤ 120</td>
<td>≤ 80</td>
<td>≤ 110</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>121 - 126</td>
<td>81 - 82</td>
<td>111 - 120</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>127 - 130</td>
<td>83 - 87</td>
<td>121 - 125</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>131 - 138</td>
<td>89 - 92</td>
<td>127 - 140</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 139</td>
<td>≥ 93</td>
<td>≥ 141</td>
</tr>
</tbody>
</table>
3. Body Composition Assessment
This assessment is done with calipers and measures the percent of body fat relative to total body mass. It is a much more accurate assessment of obesity than is the height/weight chart.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Body Composition Male</th>
<th>Body Composition Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 to 29</td>
<td>5</td>
<td>≤ 11.9</td>
<td>≤ 15.0</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>12.0 – 16.1</td>
<td>15.1 – 20.0</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>16.2 – 20.0</td>
<td>20.1 – 24.6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>20.1 – 25.4</td>
<td>24.7 – 30.3</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 25.5</td>
<td>≥ 30.4</td>
</tr>
<tr>
<td>30 to 39</td>
<td>5</td>
<td>≤ 14.9</td>
<td>≤ 16.8</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>15.0 – 18.6</td>
<td>16.9 – 21.1</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>18.7 – 21.8</td>
<td>21.2 – 25.0</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>21.9 – 25.9</td>
<td>25.1 – 30.6</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 28.0</td>
<td>≥ 30.7</td>
</tr>
<tr>
<td>40 to 49</td>
<td>5</td>
<td>≤ 16.7</td>
<td>≤ 19.9</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>16.8 – 20.4</td>
<td>20.0 – 24.1</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>20.5 – 23.4</td>
<td>24.2 – 27.5</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>23.5 – 27.2</td>
<td>27.6 – 31.5</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 27.3</td>
<td>≥ 31.6</td>
</tr>
<tr>
<td>50 to 59</td>
<td>5</td>
<td>≤ 18.1</td>
<td>≤ 23.1</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>18.2 – 21.7</td>
<td>23.2 – 27.3</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>21.8 – 24.7</td>
<td>27.4 – 30.7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>24.8 – 28.3</td>
<td>30.8 – 34.9</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 28.4</td>
<td>≥ 35.0</td>
</tr>
<tr>
<td>60+</td>
<td>5</td>
<td>≤ 18.4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>18.5 – 22.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>22.1 – 25.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>25.1 – 28.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 28.6</td>
<td></td>
</tr>
</tbody>
</table>
4. Three-Minute Step Test Recovery

This test will be performed using a bench 16 inches high. The testee is asked to step up and down on the box, one foot at a time, at a pace of 24 times per minute. The timing may be kept with a metronome set at 96 beats/minute. The test is for three minutes. At the end of three minutes, the testee is seated and his/her radial pulse is taken for 60 seconds. If the subject's pulse has not dropped sufficiently, further examination may be necessary prior to allowing that person to continue with the testing events.

| Age Group | Fit Score | Three-Minute Step Test (Heart Rate) | | | | Male | Female |
|-----------|-----------|------------------------------------|---|---|---|---|
|           |           | Within 1 Minute | After 3 Minutes | Within 1 Minute | After 3 Minutes |
| 20 to 60+ | 5         | ≤ 119 | ≤ 75 | ≤ 125 | ≤ 80 |
|           | 4         | 120 - 129 | 76 - 84 | 125 - 135 | 81 - 89 |
|           | 3         | 130 - 144 | 85 - 93 | 136 - 150 | 90 - 98 |
|           | 2         | 145 - 159 | 94 - 105 | 151 - 164 | 99 - 110 |
|           | 1         | ≥ 160 | ≥ 105 | ≥ 165 | ≥ 111 |

5. Flexibility (Sit/Reach)

Flexibility may be defined as the possible range of motion in a single joint or in a group of joints. There is no known test that measures the flexibility of all the joints, but the sit and reach test will measure all the important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured.

After removing his/her shoes, the testee sits on the floor or mat with the legs extended forward, knees locked, the backs of the legs touching the floor, and leans forward at the waist as far as possible. The fingers are placed on a bench while leaning forward and the distance from the toes in measured. If the testee is flexible enough to reach his/her toes, a score of 10 is recorded. If the testee is more flexible, a reading of above 10 or 10+ will be recorded. If the testee is not flexible enough to reach the toes, a score of below 10 will be recorded. A ruler is used to measure the distance above or below the 10 mark. The testee must reach and hold the position with both hands on the bench to have the effort measured and recorded.

The testee must remove his/her shoes. The testee sits on a mat, legs fully extended, and feet resting against the box used for the step test. The feet should be 4 to 6 inches apart. A yardstick is placed on top of the box facing the testee. The testee places on hand on top of other and reaches forward over the yardstick as far as possible. The furthest fingertip point is recorded; rounding up or down to the nearest 1/2-inch.

Take the best of three trials.
<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Flexibility (Sit/Reach)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Male</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>20 to 29</td>
<td>5</td>
<td>≥ 15.75</td>
<td>≥ 16.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>14.00 - 15.50</td>
<td>14.75 - 16.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>12.00 - 13.75</td>
<td>12.75 - 14.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>10.50 - 11.75</td>
<td>10.75 - 12.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≤ 10.25</td>
<td>≤ 10.50</td>
<td></td>
</tr>
<tr>
<td>30 to 39</td>
<td>5</td>
<td>≥ 15.75</td>
<td>≥ 16.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>14.00 - 15.50</td>
<td>14.75 - 16.25</td>
<td></td>
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<td></td>
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<td>12.00 - 13.75</td>
<td>12.75 - 14.50</td>
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<td>10.75 - 12.50</td>
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<tr>
<td></td>
<td>1</td>
<td>≤ 10.25</td>
<td>≤ 10.50</td>
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<tr>
<td>40 to 49</td>
<td>5</td>
<td>≥ 15.50</td>
<td>≥ 16.25</td>
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<td>12.50 - 14.25</td>
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<td>10.50 - 12.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≤ 10.00</td>
<td>≤ 10.25</td>
<td></td>
</tr>
<tr>
<td>50 to 59</td>
<td>5</td>
<td>≥ 15.25</td>
<td>≥ 16.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>13.50 - 15.00</td>
<td>14.25 - 15.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>11.50 - 13.25</td>
<td>12.25 - 14.00</td>
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<td>10.00 - 11.25</td>
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<td></td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>60+</td>
<td>5</td>
<td>≥ 15.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>13.25-14.75</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>11.25-13.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>9.75-11.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≤ 9.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **Sit ups**

This test measures muscular endurance in the abdominal muscle group. Muscular endurance is the ability of the muscle(s) to contract repeatedly for a particular amount of time. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissues and lower back problems.

The testee has one minute to do as many sit-ups as possible. The testee may elect to have a partner hold down his/her feet. The partner is responsible for counting the number of sit-ups completed. The testee may have his/her hands placed behind the head or on the chest, but must not be moved once the test begins. A sit-up is counted if the entire shoulder blade is lifted off the mat and returned to the starting position.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Sit-ups Male/Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 to 29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>≥ 52</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>44 - 51</td>
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<tr>
<td>3</td>
<td>35 - 43</td>
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<tr>
<td>2</td>
<td>24 - 34</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>0 - 23</td>
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<tr>
<td>30 to 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>≥ 50</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>42 - 49</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>32 - 41</td>
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<td>2</td>
<td>21 - 31</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>0 - 20</td>
<td></td>
</tr>
<tr>
<td>40 to 49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>≥ 47</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>39 - 46</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>28 - 38</td>
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<td>17 - 27</td>
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<tr>
<td>1</td>
<td>0 - 16</td>
<td></td>
</tr>
<tr>
<td>50 to 59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>≥ 44</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>36 - 43</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>24 - 35</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>13 - 23</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>0 - 12</td>
<td></td>
</tr>
<tr>
<td>60+</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>≥ 30</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>22 - 29</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>19 - 21</td>
<td></td>
</tr>
</tbody>
</table>
7. Push ups
This test also measures muscle endurance. A low level of muscle endurance indicates inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm, which are important in pushing, pulling, and controlling.

The testee is asked to do as many pushups as possible without stopping. There is no time limit. A pushup is counted if the upper and lower arm make a 90-degree angle at the bottom of the pushup and the arms are fully extended at the top of the pushup. To assist the testee in making a correct pushup, a partner shall make an upright fist below the testee’s chest. The partner then counts each repetition when the chest makes contact with the fist.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>Pushups Male</th>
<th>Pushups Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 to 29</td>
<td>5</td>
<td>≥ 40</td>
<td>≥ 25</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>34 - 39</td>
<td>20 - 24</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>27 - 33</td>
<td>14 - 19</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>21 - 26</td>
<td>9 - 13</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>0 - 20</td>
<td>0 - 8</td>
</tr>
<tr>
<td>30 to 39</td>
<td>5</td>
<td>≥ 37</td>
<td>≥ 23</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>31 - 36</td>
<td>18 - 22</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>24 - 30</td>
<td>12 - 17</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>18 - 23</td>
<td>7 - 11</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>0 - 17</td>
<td>0 - 6</td>
</tr>
<tr>
<td>40 to 49</td>
<td>5</td>
<td>≥ 34</td>
<td>≥ 18</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>28 - 33</td>
<td>14 - 17</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>21 - 27</td>
<td>9 - 13</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>15 - 20</td>
<td>5 - 8</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>0 - 14</td>
<td>0 -</td>
</tr>
<tr>
<td>50 to 59</td>
<td>5</td>
<td>≥ 30</td>
<td>≥ 14</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>24 - 29</td>
<td>10 - 13</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>17 - 23</td>
<td>6 - 9</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>11 - 16</td>
<td>3 - 5</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>0 - 10</td>
<td>0 - 2</td>
</tr>
</tbody>
</table>
8. **1.5 Mile Run/Walk**

This test is an excellent indication of the condition of the heart and lungs as it measures one's aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the three-minute step test be above acceptable ranges, the testee would be precluded from participation in the 1.5-mile run/walk. The testee is to run/walk around a measured 440-yard track for six (6) laps. Their elapsed time is recorded.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Fit Score</th>
<th>1.5 Mile Run/Walk Male</th>
<th>1.5 Mile Run/Walk Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 to 29</td>
<td>5</td>
<td>≤ 11:29</td>
<td>≤ 13:39</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>11:30 - 12:09</td>
<td>13:40 - 15:09</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>12:10 - 13:24</td>
<td>15:10 - 15:54</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13:25 - 14:29</td>
<td>15:55 - 17:54</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 14:30</td>
<td>≥ 17:55</td>
</tr>
<tr>
<td>30 to 39</td>
<td>5</td>
<td>≤ 11:49</td>
<td>≤ 13:54</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>11:50 - 12:54</td>
<td>13:55 - 15:14</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13:45 - 14:44</td>
<td>16:05 - 18:24</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 14:45</td>
<td>≥ 18:25</td>
</tr>
<tr>
<td>40 to 49</td>
<td>5</td>
<td>≤ 12:04</td>
<td>≤ 15:09</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>12:05 - 13:24</td>
<td>15:10 - 16:04</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>13:25 - 14:14</td>
<td>16:05 - 17:54</td>
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<td></td>
<td>2</td>
<td>14:15 - 15:19</td>
<td>17:55 - 19:29</td>
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<td>1</td>
<td>≥ 15:20</td>
<td>≥ 19:30</td>
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<tr>
<td>50 to 59</td>
<td>5</td>
<td>≤ 12:54</td>
<td>≤ 15:44</td>
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<td></td>
<td>4</td>
<td>12:55 - 14:04</td>
<td>15:45 - 17:29</td>
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<td>15:10 - 16:04</td>
<td>18:55 - 20:39</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>≥ 16:05</td>
<td>≥ 20:30</td>
</tr>
</tbody>
</table>
9. Treadmill Test

TREADMILL TEST (Gerkin Protocol) *
- 3 min warm-up period at 3.0 MPH
- test begins at 4.5 MPH and 0% grade
- at end of first minute, increase incline to 2.0.
- at the end of each odd minute, increase speed by .5 MPH.
- AT THE END OF EACH EVEN MINUTE, INCREASE INCLINE 2.0.
- TEST CONCLUDES WHEN HR EXCEEDS AND MAINTAINS ABOVE THEIR 85% TARGET for 15 SECONDS.
- REDUCE TREADMILL TO 3.0 MPH @ 0% GRADE FOR A 2 MINUTE COOL DOWN
- RECORD LAST TIME PARTICIPANT'S HR WAS AT OR ABOVE THEIR TARGET RATE (not including the 15 seconds or the 3-minute warm-up).

Warm-up: 3 min. @ 3.0 mph, 0% grade

Stage 1: 1 min. @ 4.5 mph, 0%
Stage 2: 1 min. @ 4.5 mph, 2%
Stage 3: 1 min. @ 5.0 mph, 2%
Stage 4: 1 min. @ 5.0 mph, 4%
Stage 5: 1 min. @ 5.5 mph, 4%
Stage 6: 1 min. @ 5.5 mph, 6%
Stage 7: 1 min. @ 6.0 mph, 6%
Stage 8: 1 min. @ 6.0 mph, 8%
Stage 9: 1 min. @ 6.5 mph, 8%
Stage 10: 1 min. @ 6.5 mph, 10%
Stage 11: 1 min. @ 7.0 mph, 10%

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
<th>Value (mL/kg/min)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Poor</td>
<td>0-35</td>
</tr>
<tr>
<td>2</td>
<td>Below Avg.</td>
<td>36-39</td>
</tr>
<tr>
<td>3</td>
<td>Average</td>
<td>40-44</td>
</tr>
<tr>
<td>4</td>
<td>Good</td>
<td>45-48</td>
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<tr>
<td>5</td>
<td>Excellent</td>
<td>49+</td>
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<tr>
<td>Stage</td>
<td>Time</td>
<td>Converted VO2max</td>
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<td>80</td>
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</table>
During the term of the July 1, 2016 – June 30, 2018 IAFF, Local 2805 MOU with the City of Gilroy, the Health and Safety Committee shall review the fitness program elements and will make detailed recommendations to modernize the program and implement physical fitness best practices for fire personnel. Recommendations shall be submitted to the Fire Chief and Labor-Management Committee by no later than December 31, 2017.

Approved:  

Alan Anderson, Fire Chief

7/1/2016  
Effective Date
Gilroy Fire Department
Grooming Standards

The following standards are deemed reasonable and will be the minimum guidelines to be
complied with by Gilroy Fire Department uniformed employees. (See exhibit.)

Hair must be worn in conformance with departmental standards during the hours of 7:00 A.M.
through 7:00 PM, at all times when responding to fires or emergencies, at all times while an
employee is in the public, or when the public could reasonably be expected to be in the Fire
Station. (Reference: MOU, Article VII. Miscellaneous, section K: Hair Regulation.)

Hair will be in accordance with the following criteria:

- Hair will be neat, clean, trimmed, and present a groomed appearance.
- Hair will be worn so that it does not extend below the bottom of the uniform shirt collar
  when the employee is standing erect.
- Hair shall be worn above the bottom of the ears, and not more than two inches in front of
  the ears, if combed over the ears.
- Hair will not be lower on the forehead than the eyebrows, measured from the high point
  of the eyebrows, if styled or combed forward.
- Hair will be permitted to be in moderate natural style if it qualifies within the limits
  described; however, the maximum extension from the scalp shall not exceed two inches.
- Hair shall be worn so as not to preclude the proper wearing and performance of the
  approved department safety helmets or the proper sealing of the face mask of the self-
  contained breathing apparatus (SCBA).

Uniformed personnel will be clean shaven; however, neatly trimmed sideburns and mustaches
are permitted.

- Sideburns will not extend below the bottom of the earlobe. The maximum width of the
  sideburns will not exceed one and one-half inches.
- Mustaches will not extend more than three quarters of an inch below the lower lip, nor
  more than three quarters of an inch beyond the corners of the mouth.
- Sideburns or mustaches, which preclude the proper sealing of self-contained breathing
  apparatus facemasks, are not permitted.
HAIR SHALL NOT EXTEND OUT MORE THAN 2" FROM SCALP. ("Natural" hair style.)

HAIR SHALL NOT EXTEND BELOW THIS POINT.
KNOT IN HAIR

NOTE: Knot cannot interfere with backstrap on safety helmet and shall not extend below bottom of collar.
HAIR SHALL NOT EXTEND BELOW BOTTOM OF THE EARS.

HAIR SHALL NOT EXTEND BELOW THIS POINT.

HAIR SHALL NOT EXTEND MORE THAN 2" FROM SCAL (
*Natural* hair style.)
HAIR SHALL NOT EXTEND OUT MORE THAN 2" FROM SCALP. (*Natural* hair style).

SIDEBURNS SHALL NOT EXTEND BELOW BOTTOM OF EAR

HAIR SHALL NOT EXTEND BELOW THIS POINT.
CITY OF GILROY TECHNOLOGY USE POLICY

EFFECTIVE DATE: FEBRUARY 10, 2022

INTRODUCTION
The impact of technology on our operations has been significant and is continually evolving. Keeping technology reliable and current is a priority for providing City services. Technology also puts us at considerable risk. Implementing new technologies is expensive and time consuming, and thus requires established policies and practices.

For this reason, we have created the Technology Use Policy. All users of City-owned technological equipment or services are expected to be familiar with and comply with this policy. Noncompliance and violations of this policy can lead to revocation of system privileges and/or disciplinary action, up to and including termination.

PURPOSE
The Technology Use Policy applies to the use of all computers and computing devices, e-mail and other digital communications, phone systems, network and Internet services, and all other digital media used by all City employees, and volunteers. This policy is designed to help protect the City and employees of the City from liability and business interruptions due to inappropriate use of City technology and breaches of information security.

This policy documents the individual’s responsibility to safeguard technology related equipment and information from accidental or deliberate unauthorized access, tampering, snooping, distribution, or destruction. It sets forth what is, and what is not, appropriate use of City technology related equipment. This policy does not purport to address every technology and information security related issue. It is your responsibility to use sound judgment.

GENERAL POLICY
The City of Gilroy computer hardware devices, software programs, network systems, e-mail, Internet services, and phone systems, collectively “Computing and Digital Resources”, are business tools made available to City employees and volunteers in order to enhance efficiency in job performance. The City’s Digital Resources are provided for the transmission of City business and information.

It is a responsibility of the employee to use City technology appropriately for City business use only, and also to report inappropriate use of City computers, and breaches of computer security, and assisting in resolving such matters. Users are responsible for adhering to City policies and practices as described herein, and in other City policy documents, to ensure City computers are used in accordance with City
policy guidelines, and reasonable measures are taken to prevent loss or damage of computer information and equipment.

Computer technology use is subject to all other related City policies and all applicable laws.

COMPUTING DEVICE USE
The general policy of the City of Gilroy is that the uses of City computers and digital resources are limited to official City purposes only. The Digital Resources are for the purpose of increasing productivity and not for non-business activities. Examples of prohibited activities include shopping, online bill payment, checking personal email, checking personal social media site accounts, playing computer games, installing or using personal software and hardware, creating personal documents or running a personal business. The City’s Digital resources should not be used to transmit sensitive, confidential or privileged information to unauthorized persons or organizations. If you are uncertain about a specific activity, ask your supervisor. Employees are reminded that the use of City resources, including Digital Resources, should never create either the appearance or reality of inappropriate use.

Any computing device use, including notebooks and personal computers, to do City work, that are not owned or leased by the City or connecting such computers to the City’s Digital Resources without the prior written consent of the Department Director and Information Technology Management, or each of their designees, is prohibited.

Unauthorized modification or installation of communication devices, wireless access, or other digital data transfer means on City owned or leased computers, systems, storage or the network is strictly prohibited.

All computer technology related purchases require approval from Department Management and the Information Technology Manager. All computer software and hardware purchases must be registered and documented by Information Technology staff, meet pre-established requirements, and be compatible with other City computer software and equipment.

Installing software and making changes to computer hardware, software, system configuration, moving hardware from one location to another, and similar activities are prohibited. The City’s computer systems have been designed to be reliable and documented to provide ease in maintenance. Unauthorized changes to computer systems ultimately result in lost productivity.

COMPUTER AND NETWORK SECURITY
All users will be issued a unique User ID and password by Information Technology. Your password should be safeguarded in the same manner as a set of important keys. Do not share your password with anyone, write it down or send it in an e-mail. If you are planning to be away from your computer for an extended period of time it is recommended that you use the “Lock this computer” feature available in Windows to secure the computer from unauthorized access, or logoff of the computer. Do not leave your computer logged on and unattended for an extended period of time. Use precautions if you are logging in to your system and someone can see you keying in your password. Report any irregularities to your supervisor or to the Information Technology Manager. Please make sure to log off your computer when you leave at night.

Never give any information about our computer systems out over the telephone, through e-mail, or in any other form of communication. If someone requests such information, get their name and phone
number and tell them you will get right back to them. Report the incident immediately to Information Technology staff. Your help protecting the City’s computer systems is greatly appreciated.

Using programs and trying to access computer systems using what would typically be referred to as ‘hacker’ techniques is prohibited. If you identify vulnerability in the City’s computer security system, please report it to management.

SOFTWARE USE AND INTELLECTUAL PROPERTY RIGHTS
The City does not typically own computer software, but rather licenses the right to use software. Accordingly, City licensed software may only be reproduced by authorized City officials in accordance with the terms of the software licensing agreements. Unauthorized copying, redistributing, and republishing of copyrighted or proprietary material is strictly prohibited. Copyright laws apply on the Internet as well. Copyright infringement is against the law, and the City strictly prohibits any such activity. Any questions about copyright infringement should be discussed with the Legal Department.

It is important that all new software is registered and documented by Information Technology. Your Department Head and the Information Technology Manager must approve requests for application programs.

PRIVACY
The City of Gilroy is committed to respecting the rights of its employees, including their reasonable expectation of privacy. System security features, including passwords and message delete functions, do not negate in any way the City’s ability to access any message, communication or data file at any time. Employees are hereby alerted that the possibility of such access by City management always exists. Therefore, employees should have no expectation that any digital communication or the storage of information on digital media is private or confidential. In addition, to maintain overall system and network security, our systems are configured to actively decrypt network communications. This is necessary to have visibility to potentially malicious activity on our network (hackers will typically encrypt data to hide their actions). This will result in user IDs and passwords and other sensitive information being visible to system security software. Personal IDs and passwords should not be used on the City’s network.

Although employees have individual access codes and/or passwords to phone-mail, e-mail, and computer network systems, these systems are City property and are accessible at all times by the City, and may be subject to unannounced inspections by the City. The City reserves the right, without prior notice, to access, disclose, use, or remove both business and personal computer communications and information for legitimate business purposes.

The City has the ability and may access all phone-mail, e-mail, and computer accounts at any time. The City may also monitor any activity on its Digital Resources including, but not limited to, the monitoring of individual keystrokes, tracking of activity, and examination of any files or data on our systems. Backup copies of e-mail, personal computer files, and phone-mail are maintained and can be referenced for business and legal reasons.

Random audits to verify that City computers are used in accordance with City policy may be performed. The City will investigate complaints about inappropriate use. The City monitors Internet activity to see what sites are frequented, duration of time spent, files downloaded, and information exchanged. Again, computer systems and information are City property, and should be for City business purposes.
INTERNET
When connected to the City’s network, employees may also have access to the Internet. Internet access is provided for City business purposes and all activities using the Internet should be work-related. A users’ access to the Internet may be regulated by department policy as determined by the Department Director, but will still be regulated by this policy. Users of the City’s internal network should be aware that a system is in place which monitors and records their activity and archives the Internet sites and related content they have accessed.

Employees shall not use the Internet in any manner that causes confidential or sensitive information to be subject to eavesdropping or interception by unauthorized parties. As a general rule employee should not transmit proprietary, private, confidential, sensitive, or personal information over the Internet. Examples of this would include transmitting of credit card or social security number information using an insecure site or communications method.

Examples of prohibited Internet activity include accessing inappropriate material, downloading software, music, or videos, portraying yourself as someone other than who you are, or the City you are representing, and personal chatting or e-mailing. However, if in the course of research for a particular case or assignment an employee requires access to such Internet sites or activities, the employee shall obtain prior written approval from the Department Director and Information Technology Management or his or her designee.

INTRANET
City of Gilroy Intranet use is governed by the same standards of decorum, respect, and professionalism that guide us in the office environment. Important, confidential, and proprietary information is stored on the Intranet. Accordingly, only City personnel are allowed access to the Intranet without written authorization from the Department Director and Information Technology Management. The following Intranet related activities require Information Technology authorization:

1. Installation of a separate web or Intranet site
2. Publishing content beyond what has been authorized by the Department Director
3. Assisting anyone outside the City in obtaining access to the Intranet
4. Making any changes to the Intranet hardware or software

NETWORK, SERVERS AND DATA STORAGE
All important, confidential or proprietary information must be stored on the network servers and associated data storage. Storing information on your desktop computer is discouraged. The servers are equipped with digital and physical security. Activity on the network is monitored for tampering and other security breaches. Maintenance and back up are performed on the servers daily and programs and other information are updated regularly. Use the servers - they are safe, effective, and reliable.

Consultants, Contractors, Volunteers, or any other non-employee who need access to the City’s software, network or servers, must obtain advanced written authorization from the Department Head and Information Technology Manager.

NOTEBOOKS AND MOBILE COMPUTING DEVICES
Because of the portable nature of notebooks and other mobile computing devices there are additional risks associated with these devices. In order to reduce the risk of loss or damage, the following measures should be used when mobile computers or device are used away from City facilities:
1. All important files must be backed-up to the servers
2. Use reasonable precautions to safeguard the device against accidental damage
3. When traveling, devices must be in sight at all times or physically secure
4. Always store devices in a concealing carrying case
5. Report lost or stolen devices immediately
6. All elements of this policy apply to mobile devices even if used outside of the City’s network.

CONFIDENTIALITY

Confidential information stored on computers or associated data storage is typically more difficult to manage than traditional paper documents that are sealed in an envelope and locked in a filing cabinet labeled CONFIDENTIAL. As such, it is important that users take extra care with confidential information stored on computers. There are simple measures that can be used to reduce the chance that confidential information is inadvertently viewed or distributed, such as not leaving printed documents on printers or making sure that opened documents are not left up on the screen when you leave your computer. Additionally, confidential information should not be sent by e-mail or provided on the Internet where it could easily be re-distributed to other parties. In cases where confidential communication through email is the only option, please use care and discretion when replying or forwarding the email to ensure only appropriate parties are included.

All computer information is considered confidential unless you have received permission to use it. Accessing or attempting to access confidential data, or using confidential information for any purpose other than its intended use is prohibited.

Any confidential communication sent through the City systems, such as email, should be labelled appropriate, including adding “Confidential” to the subject line and body of the message, and also adding wording such as the following to the email:

“This e-mail transmission contains information that is intended to be confidential and privileged. If you receive this e-mail and you are not a named addressee you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this communication without the consent of the sender and that doing so is prohibited and may be unlawful. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please delete and otherwise erase it and any attachments from your computer system. Your assistance in correcting this error is appreciated.”

ELECTRONIC MAIL AND COMMUNICATIONS

The same standards of decorum, respect, and professionalism that guide us in our face-to-face interactions apply to the use of e-mail and other means of digital communications. Digital communication should not be used in any way that may be disruptive, offensive to others, or harmful to morale. Communications should be in compliance with the City’s Harassment and Discrimination Prevention Policy and Anti-Retaliation Policy.

Communications to and from City of Gilroy digital devices are subject to the provisions of the California Public Records Act and the City of Gilroy Open Government Ordinance and, as such, may be reviewed by someone other than the intended recipient. Digital communications that constitute official records must be kept in archival form for the minimum retention period and must comply with the guidelines for destruction of obsolete records identified in the City’s Records Retention Schedule. Digital communications are subject to the same accessibility requirements as other public records, and should be maintained in a manner that permits easy and timely retrieval.
For file management and storage purposes, e-mail messages should only be retained as long as needed. In most instances, this means deleting messages as soon as they have been read and as soon as they have been sent, or in the case of a public record, printing or saving to a file.

All email communications are archived for the period defined in the City’s Records Retention Schedule.

Inappropriate use of e-mail or other means of digital communication should be reported to department management, Human Resources or Information Technology staff.

INTERPRETATION AND VIOLATION OF POLICY
Department Directors, the Head of Information Technology, or designates, shall be the primary contacts for the interpretation, enforcement, and monitoring of this policy and the resolution of problems concerning it. Any legal issues arising from interpretation or enforcement of this policy shall be referred to the legal counsel for advice and/or action. Questions concerning the policies should be referred to the Head of Information Technology or Head of Human Resources.

Only the City Administrator, along with the Heads of Information Technology and Human Resources can authorize the inspection of data or monitoring of communications (including electronic mail) when there is reasonable cause to suspect improper use of computer or network resources. Employees are required to report violations, or suspected violations, of this policy and violations will be investigated.

For an active criminal investigation, release of data or monitoring of communications (including electronic mail) that is pertinent to such criminal investigation can be authorized by the Chief of Police. For record keeping purposes, the Information Technology staff person involved would notify Information Technology management that they had received an investigation request. The details of the request would not be provided, and the request would not require the standard policy approval process.

Prohibited personal or other inappropriate use of the City’s Digital Resources or otherwise failing to abide by the City’s e-mail and document retention policies may result in loss of City Digital Resources privileges and disciplinary action up to and including termination from employment. Any disciplinary action arising from violation of this policy shall be in accordance with the Human Resources Rules and Regulations, and/or relevant Memorandums of Understanding with City’s employee groups.

TERMINATION OF EMPLOYMENT
All information on user computers is considered City property. Deleting, altering or sharing confidential, proprietary or any other information upon termination requires management authorization. The computer and equipment you have been entrusted with must be returned with your password and any other appropriate information necessary for the City to continue using the computer and equipment along with the associated information, uninterrupted.

Any access to the City’s devices covered under this policy is prohibited upon employment termination and will be prosecuted to the fullest extent of the law.

OVERTIME – PRIOR APPROVAL REQUIRED
The Fair Labor Standards Act (FLSA) or applicable Memorandum of Understanding requires that the agency pay each employee who is entitled to receive overtime for all hours worked. This provision does
not apply to employees who are exempt from overtime because of the executive, administrative, or professional nature of their job duties.

1. No time spent in any activity on the City’s Computing and Digital Resources may be done outside of employee scheduled works hours without advance approval from the employee’s immediate supervisor or upper management. Emergencies may arise that call for an exception to this rule. In emergencies, the employee may perform the work, but must notify the supervisor as soon as possible, and in no event later than the end of that day. If the employee’s supervisor denies the request to work overtime, the employee must comply with the supervisor’s directive and cease working overtime.

2. All time spent outside of the employee’s scheduled hours on the agency’s Digital Communications Resources must be reported on official agency forms so that the agency may pay the employee for that work. Employees may never choose to work and not request compensation. All legitimate overtime will be compensated.

3. Failure to follow the City’s overtime approval procedures will result in being paid for all legitimate work time, and being subject to disciplinary action, up to and including termination for violating the overtime approval procedures.

DocuSigned by: Jimmy Forbis
2/10/2022

Jimmy Forbis
City Administrator
EMPLOYMENT CONTRACT
For Employees Hired after 1/1/87 and through 1/1/04

I __________________________ Agree to the following conditions of employment as a Firefighter with the City of Gilroy:

1. I shall not Smoke Tobacco.

2. I will maintain my physical condition in the classification of good or higher, as established by recognized and accepted standards of the Gilroy Fire Department's Physical Fitness Program.

I understand that the above conditions are in addition to current or future City and Departmental Rules, Regulations, General Orders, Policy Guidelines, Standard Operating Procedures, and Memorandums of Understanding.

I fully understand and agree to comply with the above conditions.

__________________________          ________________
Employee Signature               Date

__________________________          ________________
Witness Signature                Date

__________________________          ________________
Dale Foster, Fire Chief          Date

First in Service to the Community
EMPLOYMENT CONTRACT
Local 2805 Fire Employees hired after 1/1/04

I, __________________________, agree to the following conditions of employment as a Firefighter with the City of Gilroy:

1. I shall not use any form of Tobacco.

2. I will maintain my physical condition in the classification of good or higher, as established by recognized and accepted standards of the Gilroy Fire Department's Physical Fitness Program.

I understand that the above conditions are in addition to current or future City and Departmental Rules, Regulations, General Orders, Policy Guidelines, Standard Operating Procedures, and Memorandum of Understanding.

I fully understand and agree to comply with the above conditions.

______________________________  __________________________
Employee Signature                  Date

______________________________  __________________________
Witness Signature                   Date

______________________________  __________________________
Alan Anderson, Fire Chief          Date

First in Service to the Community
CITY OF GILROY & IAFF, LOCAL 2805
DRUG AND ALCOHOL PROGRAM
PURPOSE

It is the intention of this policy to eliminate alcohol and substance abuse and its effects in the workplace. While the City of Gilroy has no intention of intruding into the private lives of its employees, involvement with alcohol or controlled substances off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interest of their fellow workers and the public as well as themselves. The presence of alcohol or controlled substances on the job, and the influence of alcohol or substances on employees during working hours, is inconsistent with this objective.

This policy provides guidelines for the detection and deterrence of alcohol or substance abuse. It also outlines the responsibilities of City managers and employees. To that end the City will act to eliminate any alcohol or substance abuse (illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee moral or damage to the City's reputation. All persons covered by this policy should be aware that violation of the policy might result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that alcohol and substance abuse usage can hinder a person's ability to perform duties safely and effectively the following policy against alcohol and substance abuse is hereby adopted by the City and IAFF, Local 2805.
DEFINITIONS

Following are the definitions for the Drug and Alcohol Program. This is a list of major definition areas and is not intended to be all inclusive of definition or terms.

<table>
<thead>
<tr>
<th>WORD/PHRASE</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.</td>
</tr>
<tr>
<td>Alcohol concentration (or content)</td>
<td>The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.</td>
</tr>
<tr>
<td>Collection Agency</td>
<td>State licensed service provider that follows procedures for the collection of urine samples in a split specimen process for delivery to a toxicological laboratory for testing.</td>
</tr>
<tr>
<td>Collection site</td>
<td>A place where individuals present themselves for the purpose of providing breath or urine samples to be analyzed for specified alcohol or drugs.</td>
</tr>
<tr>
<td>Controlled substance</td>
<td>Drugs as deemed under this policy include marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP).</td>
</tr>
<tr>
<td>Drug</td>
<td>Any substance (other than alcohol) that is a controlled substance as defined above and 49 CFR Part 40.</td>
</tr>
<tr>
<td>Medical Review Officer (MRO)</td>
<td>A licensed physician accredited by the Medical Review Officers' Association National with knowledge and expertise of the clinical and medical diagnosis and treatment of alcohol and drug related disorders.</td>
</tr>
<tr>
<td>Positive Test</td>
<td>A test is only positive and reported to the City when the initial screening test is positive, the confirming test is positive, and the Medical Review Officer has discussed with the employee the results of the two tests and ascertained that the tests are accurate.</td>
</tr>
<tr>
<td>Provider</td>
<td>Certified professional/agency contracted to provide services prescribed by this program.</td>
</tr>
<tr>
<td>Reasonable suspicion</td>
<td>The City believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of alcohol or drugs.</td>
</tr>
</tbody>
</table>
| Refusal to submit (to an alcohol or drug test) | A covered employee who (1) refuses to take an alcohol or drug test; (2) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (3) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (4) engages in conduct that clearly obstructs the testing process. A refusal includes not providing a breath sample or urine as directed, refusing to sign
<table>
<thead>
<tr>
<th><strong>Split-Specimen</strong></th>
<th>A division of the original urine sample that is stored by the lab when provided by the collection agency for a second test to be used when the primary test results are challenged.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Substance Abuse Professional (SAP)</strong></td>
<td>A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.</td>
</tr>
<tr>
<td><strong>Supervisor</strong></td>
<td>For purposes of this policy, &quot;supervisor&quot; is defined as any one of the following positions: Fire Captain, Fire Division Chief, Fire, Fire Chief, or in their absence a designated trained individual.</td>
</tr>
<tr>
<td><strong>Toxicological Laboratory</strong></td>
<td>A drug abuse service laboratory licensed to perform alcohol and drug testing under the auspices of the federal government with specific expertise and chain of custody procedures, split specimen sampling, and drug/alcohol record-keeping methodologies. The agency must have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary and long-term storage and transportation or shipment of the samples to a laboratory.</td>
</tr>
</tbody>
</table>
I. COVERED EMPLOYEES

A. Employees in the classifications of Fire Captain, Fire Engineer, and Firefighter I/II are covered by this policy.

II. GENERAL PROVISIONS

A. Notice to Covered Employees Regarding Alcohol and Drug Program

Before performing an alcohol or drug test under this program, the City shall notify the employee of the program. This will typically take place during the new employee orientation process. Existing employees shall be provided a copy of the policy and are encouraged to ask questions via their Chain of Command.

B. Administration of the City's Alcohol and Drug Testing Program

The City has designated the Alcohol and Drug Program Coordinator as the Human Resources Director/Risk Manager to answer employee questions about administration of the City's alcohol and drug testing program and procedures.

C. Access to Records

The Human Resources Office shall retain any drug and alcohol testing records in a confidential manner. Copies of these records shall not be otherwise released to any other person except as follows:

1. To the Drug Program Coordinator/Human Resources Director and the Fire Chief who need access to these records to manage staff covered by this policy;

2. To a decision maker in connection with a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this program; or

3. To a person identified by the covered employee in accordance with the terms of the employee's written consent authorizing such release.

E. Confidentiality and Recordkeeping

The City desires to comply with the confidentiality and recordkeeping requirements. As such, the City stipulates that with the exception of the Drug Program Coordinator or designee, Department Head of a specific employee, Collection Facility, Testing Laboratory, Medical Review Officer and Substance Abuse Professional, the written results of individual tests shall not be released to anyone without the expressed written authorization of the tested individual, unless ordered by means of proper legal procedure and appropriate legal authority, such as a court ordered subpoena, or
in connection with a City disciplinary, grievance or arbitration proceeding initiated by or on behalf of the individual and arising from a certified positive alcohol or drug test.

In addition, information related to an employee's availability for work will be provided to the employee's supervisor to insure that an employee is removed from a safety-sensitive function when necessary, accommodated in a non-safety-sensitive function, when appropriate. In the case of reasonable cause testing, the supervisor will receive the results of the alcohol and/or drug tests.

III. PROHIBITIONS

A. It is UNLAWFUL for covered employees to do the following:

1. To use alcohol or products containing alcohol while working.

2. To report to work within eight hours after using alcohol or products containing alcohol;

3. To report for duty or remain on duty when the employee is currently using a drug, unless a physician prescribes the use of the drug. (Employees who are taking prescribed medication that may impair their ability to perform their job duties are required to inform their supervisor immediately and prior to performing any work.)

4. To refuse to submit to an alcohol or drug test as described in this program. A "refusal to submit" to an alcohol or drug test means that a covered employee:
   a. Refuses to take the test;
   b. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with this program;
   c. Fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with this program; or
   d. Engages in conduct that clearly obstructs the testing process.

5. To be in possession of alcohol or controlled substances; nor possess alcohol or drugs while on City property, in City vehicles, at work locations, while on duty; nor sell or provide alcohol or drugs to any other employee or to any person while such employee is on duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.
B. The following drugs are specified in the law and will be analyzed during drug testing.

<table>
<thead>
<tr>
<th>Drug</th>
<th>Initial Screen (ng/ML)</th>
<th>Confirmation Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana</td>
<td>50</td>
<td>15</td>
</tr>
<tr>
<td>Cocaine</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>Amphetamines/</td>
<td>1,000</td>
<td>500</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opiates</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
<td>25</td>
</tr>
</tbody>
</table>

IV. CONSEQUENCES TO ENGAGING IN ANY GENERAL PROHIBITION

Any covered employee who engages in any action prohibited by this program under Section III will be subject to the following consequences.

A. The employee shall be relieved from job duties.

B. The employee shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with the misuse of alcohol or drugs.

C. The employee may return to work as soon as the employee is medically certified by the MRO/SAP and such notification is provided to the Fire Chief or the Human Resources Director/Program Coordinator. The employee must, however, provide a negative test result and be certified for return to duty no later than 90 calendar days after notification of the positive test result. Failure to be certified by the MRO/SAP or return to work shall result in disciplinary action up to and including termination.

1. The employee may use accumulated vacation, sick leave, personal leave, comp time or leave without pay while undergoing treatment/rehabilitation.

2. Leave accruals may not be used for discipline such as a suspension.

3. Any employee who is given an alcohol confirmation test according to 49 CFR 40.65 by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be required to take leave without pay, or use vacation or personal leave but not sick leave time,
until the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be subject to the disciplinary process. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.

4. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period will be subject to the disciplinary process.

E. Any covered employee who refuses to submit to an alcohol or drug test required by this program shall be subject to the disciplinary process.

F. The City’s Drug Program Coordinator or designee will assist in advising the employee of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol or drugs, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

V. SELF-IDENTIFICATION PROCEDURE

Covered employees are encouraged to advise the City if they are involved with the misuse of alcohol or for the use of drugs. This procedure is available only to covered employees who have not been notified that they need to submit to a drug and/or alcohol test. This procedure cannot be used by covered employees to avoid the consequences for a positive test or a refusal to test.

PROCEDURE

If an employee self-identifies a problem with misuse of alcohol or drugs, the City will refer the employee to a SAP. Prior to returning to work, the employee will be tested.

If the SAP determines that the employee requires participation in a rehabilitation program, the employee will be referred to his/her own medical insurance plan and/or the City’s Employee Assistance Program (EAP). The City is not required to pay for treatment beyond the cost contributed for these health programs as identified in the MOU.

VI. PERSONNEL ACTIONS

A. Disciplinary Action for Misconduct

Employee violations of this program may constitute misconduct under The City of Gilroy Personnel Rules and Regulations, Section IV, "Separations and Disciplinary Actions" or its successor.
B. Nothing in this section shall be interpreted as interfering with the City's right to remove from the workplace an employee who poses a direct threat to the employee or others.

C. All disciplinary action under this program is subject to the disciplinary procedures contained in the City's Personnel Rules and Regulations.

D. The following is a guideline for disciplinary action when an employee violates the City's alcohol and drug program. Discipline shall be based on the degree of the offense and in accordance with the following guidelines:

E. DISCIPLINARY GUIDELINES

<table>
<thead>
<tr>
<th>REASONABLE SUSPICION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Incident</td>
</tr>
<tr>
<td>* Counseling</td>
</tr>
<tr>
<td>* Suspension (5 days)</td>
</tr>
<tr>
<td>* &quot;Last chance&quot; agreement</td>
</tr>
<tr>
<td>* Participate and complete rehabilitation, if necessary</td>
</tr>
<tr>
<td>2nd Incident</td>
</tr>
<tr>
<td>* Termination</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SELF-IDENTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Incident</td>
</tr>
<tr>
<td>* No discipline</td>
</tr>
<tr>
<td>* Referred to SAP</td>
</tr>
<tr>
<td>* Participate and complete rehabilitation, if necessary</td>
</tr>
<tr>
<td>2nd Incident</td>
</tr>
<tr>
<td>* Treated as first step of a reasonable suspicion incident.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROBATIONARY EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Positive Drug Test</td>
</tr>
<tr>
<td>* Termination of probation. However, at the City's option, if an employee obtained regular status in a prior job classification with the City of Gilroy, the employee's probationary appointment may be terminated or the employee may remain on probation and be subject to these disciplinary guidelines depending on the severity of the case and the classification.</td>
</tr>
<tr>
<td>Positive Alcohol Test (.04 or greater)</td>
</tr>
<tr>
<td>* Termination of probation. However, at the City's option, if an employee obtained regular status in a prior job classification with the City of Gilroy, the employee's probationary appointment may be terminated or the</td>
</tr>
<tr>
<td>Positive Alcohol Test (.02 to .04)</td>
</tr>
</tbody>
</table>

**OTHER FACTORS**

1. If an employee has a confirmed positive test from follow-up testing, the employee will be terminated.

2. If an employee is required by a SAP to participate in rehabilitation and the employee refuses to participate in the required rehabilitation program, the employee will be terminated.

3. If an employee is required by a SAP to participate in rehabilitation and the employee fails to complete the required rehabilitation program, the employee will be terminated.

4. If an employee refuses to be tested under this program, the employee will be terminated.
VII. DRUG AND ALCOHOL TESTING METHODOLOGY

A. Alcohol Testing

Alcohol testing shall be done based on an "evidential breath testing device" which is the testing method used by law enforcement officials in drunk driving cases. A breath alcohol technician shall explain the test to the employee being tested and properly administer the test to the employee.

B. Drug Testing

Drug testing shall be done based on a "split specimen" procedure of collecting and analyzing urine samples. The specimen taken will be divided into primary and secondary specimens. If the primary specimen test is positive, the employee shall be informed of their right to request a test of the secondary specimen by a separate laboratory or by the same laboratory, if they choose, at the City's expense. The employee will be removed from the safety-sensitive function pending the outcome of the secondary sample test results. The employee has 72 hours within which to make the request for the secondary sample test. If the secondary test result is positive, the employee will be subject to the procedures in Section III of this program.

C. Chain of Custody/Confidentiality

All alcohol and drug tests required to be administered to covered employees under this program shall be conducted by the City’s service providers to ensure appropriate chain of custody and confidentiality of results.

VIII. REASONABLE SUSPICION ALCOHOL AND DRUG TESTING

A. Preface

The City shall require a covered employee to submit to an alcohol and/or drug test when the City has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs.

B. Procedures

1. The City's decision to require a covered employee to submit to a reasonable suspicion alcohol and/or drug test shall be based on a supervisor's determination that reasonable suspicion exists that the employee is in violation of Section III of this program. The City's determination must be based on:

   a. Specific personal and articulable observations concerning the appearance, behavior, speech or performance of the employee; or

   b. Violation of a safety rule, or other unsafe work incident which, after further
investigation of the employee's behavior, leads the supervisor(s) to believe that alcohol or drug use may be a contributing factor; or

c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

d. Examples of the above include, but are not limited to: alcohol odor on breath; slurred speech; unsteady walking and movement; an accident involving City property; if in combination with other elements of reasonable suspicion; physical altercation; verbal altercation; unusual behavior; possession of alcohol or drugs; information obtained from reliable person with personal knowledge.

e. Suspicion based solely on third party observation, violation of safety rule or unsafe work incident is not reasonable suspicion for testing. However, such suspicion may be a basis for further investigation, or for action to protect the safety of others, such as ordering the employee to stop work.

f. No action shall be taken against a covered employee based solely on the employee's behavior and appearance, with respect to alcohol or drug use, without a positive test.

2. The supervisor will obtain the assistance of another supervisor, when feasible, to observe and document the above behavior or factors. Also, a subordinate employee can report suspicion of a violation of this policy to any higher-ranking manager in the Fire Department or the Human Resources Director for appropriate follow-up and action. Prior to ordering a drug or alcohol test, the Fire Chief or his/her designee shall be consulted. In addition, if possible, the Human Resources Director shall be consulted.

3. The supervisor shall inform the employee of the facts upon which the reasonable suspicion is based, advise the employee that the supervisor wishes to question the employee about the employee's behavior or conduct on which the reasonable suspicion is based, and advise the employee that he or she has the right to request the presence of a steward or other representative before answering the supervisor's questions.
   a. If the employee chooses to be represented, the steward or other representative will be allowed up to one hour to arrive. If no steward other representative is available within one hour, the supervisor should continue the procedure.

   b. The supervisor shall request an explanation from the employee concerning the employee's behavior or conduct on which the reasonable suspicion is based. If a satisfactory explanation is not provided, the employee will be tested.

   c. The supervisor must complete the Observation/Incident Report as soon as possible following the incident. The supervisor will provide
a copy of the completed Observation/Incident Report to the union. A copy should be given to the steward or other representative, if present, and another sent to the union president.

4. If the employee refuses to submit to the test, the employee will be subject to the disciplinary guidelines noted above. The employee shall be offered the opportunity to be safely transported home.

If an employee appears to be impaired, refuses the reasonable suspicion alcohol and drug test, and intends or attempts to drive home, the supervisor will inform the employee that the City is required to notify the proper authorities. Again, an employee who has refused to submit to a post-accident test will be disciplined in accordance with Section VI of this program.

5. If the employee submits to the reasonable suspicion alcohol and/or drug test, the supervisor will assign the employee to non safety-sensitive duties until the supervisor receives the test results, unless in the supervisor's judgment, the continued presence of the employee in the workplace poses a significant safety risk to the employee or others or is disrupting the workplace. In that event, the supervisor shall place the employee on sick leave or other accrued leave and arrange to safely transport the employee home.

a. If the alcohol and/or drug test is positive, the employee will be subject to the return to duty/follow-up testing program and procedures.

6. No supervisor shall physically search an employee or an employee's private property (purse, briefcase, car) based on the supervisor's reasonable suspicion that the employee has violated Section III of this program.

7. The supervisor(s) or City official(s) who observe(s) the employee's behavior on which reasonable suspicion testing is based will receive periodic training on alcohol and drug misuse. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of drugs.

8. A written record must be made of the observations leading to an alcohol or drug reasonable suspicion test, and signed by the supervisor or City official who made the observations.

C. Consequences

1. Covered employees shall be subject to the referral, evaluation, and rehabilitation requirements contained herein and may be subject to the disciplinary consequences of Section VI of this program if they refuse to submit to a reasonable suspicion alcohol or drug test or if they have a reasonable suspicion alcohol concentration of 0.04 or greater or a drug test with a verified positive test result.
2. Any covered employee who has engaged in conduct in violation of Section III concerning the use of alcohol or has had an alcohol test with a result of 0.02 to 0.04 Breath Alcohol Content or greater shall not perform a safety-sensitive function until the employee has submitted to a return to duty alcohol test with a verified negative result. In addition, the employee will be evaluated by the SAP and develop a treatment methodology, if necessary.

IX. RETURN TO DUTY/FOLLOW-UP TESTING

A. Preface

Covered employees who have alcohol test results of 0.04 Breath Alcohol Content or greater, or who test positive for drugs are subject to return-to-duty testing and may be subject to unannounced follow-up alcohol and/or drug test following their return to duty based on the recommendation of the SAP.

B. Procedures

1. Return to duty test

   a. Any covered employee who has engaged in conduct in violation of Section III concerning the use of alcohol or has had an alcohol test with a result of 0.04 Breath Alcohol Content or greater shall not return to duty until the employee has submitted to a return to duty alcohol test with a verified negative result. In addition, the employee will be evaluated by the SAP and develop a treatment methodology, if necessary.

   b. Any covered employee who has engaged in conduct in violation of Section III concerning the use of drugs or who has had a drug test with a positive result shall not return to duty until the employee has submitted to a return to duty drug test with a verified negative result. In addition, the employee will be evaluated by the SAP and develop a treatment methodology, if necessary.

2. Follow-up testing

   a. If an employee tests positive for either alcohol or controlled substances, he/she may be subject to unannounced follow-up alcohol and controlled substances tests following his/her return to duty. The number and frequency of such follow-up testing shall be as directed by the SAP.

   b. Follow-up testing shall not exceed 60 months from the date of the employee's return. The SAP may terminate the requirement for follow-up testing at any time if the SAP determines that such testing is no longer necessary.
c. Follow-up drug and/or alcohol testing may be conducted at anytime while the employee is on duty for the City.

C. Consequences

1. Covered employees shall be subject to the referral, evaluation, and rehabilitation requirements contained herein and may be subject to the disciplinary consequences of Section VI of this program if they refuse to submit to a return-to-duty or a follow-up alcohol or drug test or if they have a return-to-duty or follow-up alcohol test with a result indicating an alcohol concentration of 0.04 or greater or drug test with a verified positive test result.

2. Any covered employee who has engaged in conduct in violation of Section III concerning the use of alcohol or who has had an alcohol test with a result of 0.02 to 0.04 Breath Alcohol Content or greater shall not return to duty until the employee has submitted to a return to duty alcohol test with a verified negative result. In addition, the employee will be evaluated by the SAP and develop a treatment methodology, if necessary. In addition, the employee may be subject to the disciplinary consequences of Section VI of this program if they refuse to submit to a return-to-duty or a follow-up alcohol or drug test or if they have a return-to-duty or follow-up alcohol test with a result indicating an alcohol concentration of 0.04 or greater or drug test with a verified positive test result.
CERTIFICATE OF RECEIPT
OF CITY OF GILROY & IAFF, LOCAL 2805
DRUG AND ALCOHOL TESTING PROGRAM

I, __________________________________________, understand that I am employed by the City of Gilroy in a position that is covered by an alcohol and drug testing program. I understand that I will be subject to the alcohol and drug testing programs described in this program. I hereby certify that the City has provided me with a copy of this program. I understand that the City will maintain the original of the signed certificate in my Human Resources File, and that I will be provided a copy of the certificate.

Date _____________________________  _____________________________

Signature of Employee
CITY OF GILROY
LAST CHANCE AGREEMENT

This Last Chance Agreement is created to assist you in understanding the severity of the issues being confronted and the City's desire that you be successful in resolving these concerns. Successful completion of this Agreement will prevent further disciplinary action toward you for the issues stated hereafter.

EMPLOYEE NAME: ____________________________
EMPLOYEE CLASSIFICATION: __________________
DEPARTMENT: ________________________________

NATURE OF THE INCIDENT:

________________________________________________________________________

CREATED PROGRAM FOR REHABILITATION: This may include day treatment, night programs, residential programs or some form of counseling as developed by the Substance Abuse Professional in concert with the employee.

________________________________________________________________________

NUMBER OF TESTS REQUIRED FOR UNANNOUNCED TESTING IN COMPLIANCE WITH THIS AGREEMENT: ____________________

THE AGREEMENT:

I, ____________________________, agree to comply with the guidelines and procedures entailed in the City of Gilroy and IAFF, Local 2805 Drug and Alcohol Testing Program and the conditions established in the rehabilitation program. I understand that periodic unannounced samples may be taken as a condition of continued employment. Any positive test as a result of unannounced testing will be considered a violation of this last chance agreement. Should I successfully complete the rehabilitation program described above and successfully maintain negative test results for a duration of one year for alcohol and five years for drugs, this agreement shall be null and void and a notice of completion shall be placed in my alcohol and drug file. Another incident of drug and/or alcohol use after completion of this process shall not be subject to a second last chance agreement, and I will be terminated as outlined in Section VI of the Program.

________________________________________  ____________
Signature of Employee Date
I, ____________________, agree to the following conditions of employment as a Firefighter Paramedic with the City of Gilroy:

1. I agree to continuously comply with the following requirements:
   a. Possess a valid State of California Paramedic License;
   b. Comply with all requirements outlined in the most current version of the Santa Clara County EMS Policies and Procedures manual, including all required Continuing Education (CE) requirements;
   c. Obtain and maintain Santa Clara County Accreditation; and,
   d. Provide valid copies of all required certificates, licenses and other documentation required to practice as a Paramedic in Santa Clara County with the Gilroy Fire Department.

2. I understand and agree that failure to comply with all conditions stipulated in Item #1 of this document may result in my inability to practice as a Paramedic for the Gilroy Fire Department and loss of my Paramedic Differential Pay and/or the City may utilize other City rights in accordance with Article III of the current Firefighter’s MOU if the I fail to comply with the requirements in Item #1.

3. In addition to fulfilling all conditions stipulated in Item #1 of this document, I understand and agree to serve as a Firefighter Paramedic for the City of Gilroy for a minimum of three (3) years. I further understand that I will only be released from my obligation as a result of promotion.

4. I further understand that following completion of three (3) years of service as a Firefighter Paramedic, I will be permitted to decertify by the Fire Chief, if the department has an unfilled Firefighter position not requiring paramedic certification. However, I understand that I will be required to continue to practice as a paramedic until the position that I am vacating is filled with another qualified Firefighter paramedic.

5. I further understand that if the City’s Medical Director determines that I am prohibited from functioning as a Firefighter Paramedic for the City, the Department may suspend my Paramedic Differential Pay.
6. I further understand that since I was employed by the City of Gilroy to fill Firefighter position only, I will not be terminated for failure to comply with requirements listed in Item #1. However, given the essential nature of and reliance on services provided by Firefighter Paramedics, I understand and agree to be subject to the loss of my Paramedic Differential Pay and/or the City may utilize other City rights in accordance with Article III of the current Firefighter’s MOU if the I fail to comply with the requirements in Item #1.

7. I understand that I will begin receiving Firefighter Paramedic Differential Pay upon receipt of California State Paramedic Licensure.

8. I understand and agree that the Paramedic Differential is 11% of my base pay as set forth in the MOU. I further understand and agree to attend all required CE both in house as well as classes provide by third parties unless on approved paid leave as required to meet the requirements stipulated in Item #1. I understand that if I fail to meet these requirements, the Department may suspend my Paramedic Differential Pay and/or utilize other City rights in accordance with Article III of the MOU if I fail to comply with the requirements in item #1.

9. I understand and agree to receive Paramedic Differential Pay for a minimum of 90 days and understand that continued receipt of differential pay is dependent on compliance with all stipulated requirements in this contract. I understand that if the requirements are complied with between the 1st and the 15th of the month, Paramedic Differential pay will begin accruing the 1st of that month. If I comply with the requirements between the 16th and the last day of the month, Paramedic Differential pay will begin on the 1st of the following month.

I fully understand and agree to comply with the above conditions.

_________________________  _______________________
Employee                                      Date

_________________________  _______________________
Witness Signature                               Date

_________________________  _______________________
Alan M. Anderson, Fire Chief                    Date

First in Service to the Community
I, ____________, agree to the following conditions of employment as a Firefighter Paramedic with the City of Gilroy:

1. I agree to continuously comply with the following requirements:
   a. Possess a valid State of California Paramedic License;
   b. Comply with all requirements outlined in the most current version of the Santa Clara County EMS Policies and Procedures manual, including all required Continuing Education (CE) requirements;
   c. Obtain and maintain Santa Clara County Accreditation; and,
   d. Provide valid copies of all required certificates, licenses and other documentation required to practice as a Paramedic in Santa Clara County with the Gilroy Fire Department.

2. I understand and agree that failure to comply with all conditions stipulated in Item #1 of this document may result in my inability to practice as a Paramedic for the Gilroy Fire Department and loss of my Paramedic Differential Pay and/or or the City may utilize other City rights in accordance with Article III of the current Firefighter’s MOU if the I fail to comply with the requirements in Item #1.

3. In addition to fulfilling all conditions stipulated in Item #1 of this document, I understand and agree to serve as a Firefighter Paramedic for the City of Gilroy for a minimum of three (3) years. I further understand that I will only be released from my obligation as a result of promotion.

4. I further understand that following completion of three (3) years of service as a Firefighter Paramedic, I will be permitted to decertify by the Fire Chief, if the department has an unfilled Firefighter position not requiring paramedic certification. However, I understand that I will be required to continue to practice as a paramedic until the position that I am vacating is filled with another qualified Firefighter paramedic.

5. I further understand that if the City’s Medical Director determines that I am prohibited from functioning as a Firefighter Paramedic for the City, the Department may suspend my Paramedic Differential Pay.
6. I further understand that since I was employed by the City of Gilroy to fill Firefighter position only, I will not be terminated for failure to comply with requirements listed in Item #1. However, given the essential nature of and reliance on services provided by Firefighter Paramedics, I understand and agree to be subject to the loss of my Paramedic Differential Pay and/or the City may utilize other City rights in accordance with Article III of the current Firefighter's MOU if I fail to comply with the requirements in item #1.

7. I understand that I will begin receiving Firefighter Paramedic Differential Pay upon receipt of California State Paramedic Licensure.

8. I understand and agree that the Paramedic Differential is 11% of my base pay as set forth in the MOU. I further understand and agree to attend all required CE both in house as well as classes provide by third parties unless on approved paid leave as required to meet the requirements stipulated in Item #1. I understand that if I fail to meet these requirements, the Department may suspend my Paramedic Differential Pay and/or utilize other City rights in accordance with Article III of the MOU if I fail to comply with the requirements in item #1.

9. I understand and agree to receive Paramedic Differential Pay for a minimum of 90 days and understand that continued receipt of differential pay is dependent on compliance with all stipulated requirements in this contract. I understand that if the requirements are complied with between the 1st and the 15th of the month, Paramedic Differential pay will begin accruing the 1st of that month. If I comply with the requirements between the 16th and the last day of the month, Paramedic Differential pay will begin on the 1st of the following month.

10. I further understand that if I resign from the Department prior to complying with tenure requirements stipulated in Item #3, I will be required to repay the City of Gilroy for the direct cost of $8,500 for attending Paramedic School.

I fully understand and agree to comply with the above conditions.

______________________________  ________________________
Employee                                      Date

______________________________  ________________________
Witness Signature                           Date

______________________________  ________________________
Alan M. Anderson, Fire Chief                Date
Condition of Employment Contract (Hired Prior to July 1, 2016)

I __________________ agree to the following conditions of employment as a Firefighter I/II (Paramedic) with the City of Gilroy:

1. I agree to continuously comply with the following requirements:
   a. Possess a valid State of California Paramedic License;
   b. Comply with all requirements outlined in the most current version of the Santa Clara County EMS Policies and Procedures manual, including all required Continuing Education (CE) requirements;
   c. Obtain and maintain Santa Clara County Accreditation; and,
   d. Provide valid copies of all required certificates, licenses and other documentation required to practice as a Paramedic in Santa Clara County with the Gilroy Fire Department.

2. I understand that failure to comply with all conditions stipulated in Item #1 of this contract may result in the inability to practice as a Paramedic for the Gilroy Fire Department and loss of my Paramedic Differential Pay and/or termination.

3. In addition to fulfilling all conditions stipulated in Item #1 of this contract, I understand and agree to serve as a Firefighter Paramedic for no less than five (5) years. I further understand that I will only be released from my obligation as a result of promotion.

4. I further understand that following completion of five (5) years of service as a Firefighter Paramedic, I will be permitted to decertify by the Fire Chief, if the department has an unfilled Firefighter position not requiring Paramedic certification. However, I understand that I will be required to continue to practice as a paramedic until the position that I am vacating is filled with another qualified Firefighter Paramedic.

5. I further understand that if the City’s Medical Director determines that I am prohibited from functioning as a Firefighter Paramedic for the City, the City may suspend my Paramedic Differential Pay. In addition, if the City’s Medical Director
determines that I am prohibited from functioning as a Paramedic for more than 90 days, the City may terminate me.

6. I understand and agree to obtain Santa Clara County accreditation within six (6) months of my date of hire. In the event I fail to provide proof of accreditation within six (6) months of my date of hire, the Department may suspend my Paramedic Differential Pay and/or terminate me.

7. I understand and agree that the Paramedic Differential is 11% of my base pay as set forth in the MOU. I further understand and agree to attend all required CE both in house as well as classes provided by third parties unless on approved paid leave as required to meet the requirements stipulated in Item #1. I understand that if I fail to meet these requirements, the Department may suspend my Paramedic Differential Pay and/or terminate me.

8. I understand and agree to receive Paramedic Differential Pay for a minimum of 90 days and understand that continued receipt of differential pay is dependent on compliance with all stipulated requirements in this contract. I understand that if the requirements are complied with between the 1st and the 15th of the month, Paramedic Differential pay will begin on the 1st of the following month.

I fully understand and agree to comply with the above conditions.

______________________________
Employee

______________________________
Witness Signature

______________________________
Alan Anderson, Fire Chief

Date

Date

Date

First in Service to the Community
Condition of Employment Contract (Hired On or After July 1, 2016)

I ____________________, agree to the following conditions of employment as a Firefighter I/II (Paramedic) with the City of Gilroy:

1. I agree to continuously comply with the following requirements:
   a. Possess a valid State of California Paramedic License;
   b. Comply with all requirements outlined in the most current version of the Santa Clara County EMS Policies and Procedures manual, including all required Continuing Education (CE) requirements;
   c. Obtain and maintain Santa Clara County Accreditation; and,
   d. Provide valid copies of all required certificates, licenses and other documentation required to practice as a Paramedic in Santa Clara County with the Gilroy Fire Department.

2. I understand that failure to comply with all conditions stipulated in Item #1 of this contract may result in the inability to practice as a Paramedic for the Gilroy Fire Department and loss of my Paramedic Differential Pay and/or termination.

3. I further understand that if the City's Medical Director determines that I am prohibited from functioning as a Firefighter Paramedic for the City, the City may suspend my Paramedic Differential Pay. In addition, if the City’s Medical Director determines that I am prohibited from functioning as a Paramedic for more than 90 days, the City may terminate me.

4. I understand and agree to obtain Santa Clara County accreditation within six (6) months of my date of hire. In the event I fail to provide proof of accreditation within six (6) months of my date of hire, the Department may suspend my Paramedic Differential Pay and/or terminate me.

5. I understand and agree that the Paramedic Differential is 11% of my base pay as set forth in the MOU. I further understand and agree to attend all required CE both in house as well as classes provided by third parties unless on approved paid leave as required to meet the requirements stipulated in Item #1. I understand that if I fail
to meet these requirements, the Department may suspend my Paramedic Differential Pay and/or terminate me.

6. I understand and agree to receive Paramedic Differential Pay for a minimum of 90 days and understand that continued receipt of differential pay is dependent on compliance with all stipulated requirements in this contract. I understand that if the requirements are complied with between the 1st and the 15th of the month, Paramedic Differential pay will begin on the 1st of the following month.

I fully understand and agree to comply with the above conditions.

__________________________   ____________________
Employee                     Date

__________________________   ____________________
Witness Signature             Date

Alan Anderson, Fire Chief   ____________________
Date

First in Service to the Community
GILROY FIREFIGHTERS, IAFF, LOCAL 2805
SIDE LETTER AGREEMENT
November 2022

Holiday Pay
On November 7, 2022, the City Council adopted a resolution recognizing Cesar Chavez Day as an official City of Gilroy holiday. Gilroy Firefighters, IAFF, Local 2805 members do not recognize holidays off due to the 24/7 nature of their work, however, members receive holiday pay. In lieu of holiday time off, and on a non-precedent setting basis, the Gilroy City Council authorized the City to enter into a side letter agreement with Gilroy Firefighters, IAFF, Local 2805, to increase the amount of holiday pay received by Gilroy Firefighters, IAFF, Local 2805 members beginning November 1, 2022.

Therefore, the Parties agree as follows:

This side letter is an amendment to the current Gilroy Firefighters, IAFF, Local 2805 MOU currently in effect. The parties have agreed to amend the below section of the MOU as follows effective November 1, 2022 (edits shown in track changes).

ARTICLE IV. SALARIES AND OTHER COMPENSATION

Section E: Holiday Pay:

The CITY shall observe twelve (12) holidays per year. Employees shall be compensated for these holidays based upon sixteen (16) hours of a twenty-four (24) hour shift. The compensation shall be added as a differential of 6.6% of every employee's base monthly salary. Holiday pay shall be paid at the rate of 7.26% of base pay effective November 1, 2022.

<table>
<thead>
<tr>
<th>For the City of Gilroy:</th>
<th>For the Gilroy Firefighters, IAFF, Local 2805:</th>
</tr>
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<tbody>
<tr>
<td>Signature/Date</td>
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<td>11/21/22</td>
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<tr>
<td>Jimmy Forbis, City Administrator</td>
<td>Steven Hayes, Local 2805 President</td>
</tr>
</tbody>
</table>

Page 1 of 2