

**City of Gilroy
and
IAFF Local 2805**

Supplemental Agreement on All Issues

Pursuant to Section 7.b. (Reopener) of the June 2009 Supplemental Agreement between the City of Gilroy ("City") and the International Association of Fire Fighters, Local 2805 ("IAFF" or "Union"), the parties have met and conferred in good faith and agreed to the following changes to the Memorandum of Understanding ("MOU") between the parties dated January 1, 2008 through December 31, 2011. This document is intended to supersede any inconsistent provisions of the original MOU, any supplemental agreements, and any side letters to the MOU. All other terms and conditions in the existing MOU and the June, 2009 Supplemental Agreement shall remain in full force and effect unless modified by this Supplement Agreement.

The City and IAFF agree to amend the MOU as follows:

1. **EPMC.** The parties agree that the City will discontinue payment of the Employer Paid Member Contribution. All bargaining unit employees will pay the 9% employee contribution through salary deduction. Article IV Salary and Other Compensation, Section B Retirement Contribution will be amended as follows:

~~Section B: Retirement Contribution: The City shall pay the employees' individual retirement contribution of nine (9%) percent. The City will report the employer paid member contribution (EMPC) to PERS as special compensation. The City shall pay the City portion and the employee portion of the retirement costs on the EPMC.~~ **Effective July 1, 2010, all bargaining unit employees will be responsible for paying the 9% member retirement contribution.**

2. **Retirement Formula.** Employees hired after Council adoption of the required PERS contract amendment paperwork will be subject to the 2%@55 retirement formula (highest 3 years) Article VII Miscellaneous, Section Q Retirement will be amended as follows:

Section Q: Retirement:

1. The retirement plan with current options; including the employees paid additional military service credit option, the single highest year option, and the PERS Level IV Survivor's benefit shall remain in effect **for employees hired before the Council adoption noted above.**
2. The CalPERS Safety 3% at 55 option was implemented effective November 1, 2007.
3. **All employees hired after the Council adoption noted above in item #1 shall receive the 2% @55 retirement benefit, highest three (3) years, employees paid additional military service credit option, and PERS Level IV Survivor's benefit.**

3. **Salaries:** The parties agree to eliminate salary increases for fiscal year 2009-2010, 2010-11, and 2011-12. Article IV Salary and Other Compensation, Section A Salaries will be amended as follows:

Section A: Salaries: Salary schedules in effect on December 31, 2007 shall be increased by one and one half (1.5%) percent effective January 1, 2008 for all bargaining unit members. Salary schedules in effect June 30, 2008 shall be increased by one and one half (1.5%) effective July 1, 2008 for all bargaining unit members.

Salary schedules in effect on December 31, 2008 shall be increased by one and one half (1.5%) percent effective January 1, 2009 for all bargaining unit members. ~~Salary schedules in effect June 30, 2009 shall be increased by one and one half (1.5%) effective July 1, 2009 for all bargaining unit members.~~

Salary schedules in effect on January 1, 2009 shall remain in effect through June 30, 2009. To accommodate the furloughs for the 2009-10 Salary schedules in effect June 30, 2009 shall be temporarily reduced by four point nine four percent (4.94%) effective July 1, 2009 for all bargaining unit members.

~~Salary schedules in effect on December 31, 2009 shall be increased by one and one half (1.5%) percent effective~~

~~January 1, 2010 for all bargaining unit members.~~ Salary schedules in effect June 30, 2010 shall be increased by ~~one and one half (1.5%)~~ four point nine four percent (4.94%) effective July 1, 2010 for all bargaining unit members. The increase reflects the restoration of the 4.94% reduction for Fiscal Year 2009-10. Salary Schedules in effect on July 1, 2010 shall remain in effect for the term of this agreement.

~~Salary schedules in effect on December 31, 2010 shall be increased by one and one half (1.5%) percent effective January 1, 2011 for all bargaining unit members. Salary schedules in effect June 30, 2011 shall be increased by one and one half (1.5%) effective July 1, 2011 for all bargaining unit members. These increases are shown in the attached Salary Schedules, attached hereto as Exhibit "A."~~

4. **Personal Leave:** The parties agree to eliminate one Personal Leave day for fiscal years 2009-2010 and 2010-11. Modify Article VI Leaves, Section E Personal Leave to read as follows:

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 cumulative. 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 15 hours per fiscal year thereafter. **In fiscal years 2009-2010 and 2010-11, 40 hour work week employees shall only be granted 8 hours for personal leave.**
 - b. 24 hours, for shift schedule employees, per fiscal year. **In fiscal years 2009-2010 and 2010-11, shift schedule employees shall not be granted any personal leave.**
5. **Uniform Allowance:** The parties agree to suspend the uniform allowance for fiscal years 2009-2010 and 2010-11. Modify Article VII Miscellaneous, Section A Uniform Allowance to read as follows:
- b. Each employee will receive Six Hundred Seventy Dollars (\$670) uniform allowance per year paid in mid-July. Newly hired employees shall receive a prorated uniform allowance during the first year of their employment. **The City shall not pay uniform allowance in fiscal years 2009-2010 and 2010-11. Uniform allowance shall resume in fiscal year 2011-2012.**
6. **Medical Evaluations:** The parties agree to suspend non-mandatory annual medical evaluations for fiscal years 2009-2010 and 2010-11. Modify Article VII Miscellaneous, Section B Physical Examinations to read as follows:
1. The City will provide members of Local 2805 with a periodic medical evaluation based on a mutually agreed upon frequency (some will be annual, others will be less frequent) (see attached protocol sheet for elements of the evaluation – attached as Exhibit C) from a doctor at a medical facility that is selected by the City after input from Local 2805 is considered. The City shall attempt to schedule evaluations when the employee is on duty. If the City is unable to schedule the evaluation when the employee is on duty, the employee will be paid overtime (1.5 times the regular rate) for completing the evaluation when off duty. The City shall work with the medical facility to schedule medical evaluations throughout the year with the goal of establishing an annual schedule for the evaluations. **The City shall not provide any non-mandatory medical evaluations in fiscal years 2009-2010 and 2010-11.**
7. **Physical Fitness Incentive:** The parties agree to eliminate fitness testing for fiscal years 2009-2010 and 2010-11. Modify Article VII Miscellaneous, Section C Physical Program to read as follows:

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. The Physical Fitness Program information is attached as Exhibit E. **The City shall suspend the Physical**

Fitness Incentive program and the affiliated testing for fiscal years 2009-2010 and 2010-11. The program shall resume in fiscal year 2011-2012.

8. **Staffing.** Effective upon implementation of the reduction of EPMC, 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. Modify Article X Staffing to read as follows:

Section A. Fire Apparatus Definitions.

1. **Engine** - Fire apparatus that pump and deliver water and perform basic fire fighting 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. **Rescue/Squad** - 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 4 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's 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' ~~(4)~~ 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 ~~four (4)~~ three (3) personnel, as follows: 1 Captain, 1 Engineer, and ~~2~~ 1 Firefighter I/II (or equivalent with acting assignments). ~~Notwithstanding Article X, B, 3., the City may deploy one Engine, or a Wildland Type 3 to be used as a jump rig, (a third engine in the City) staffed with three personnel: one Captain, one Engineer, and one Firefighter I/II.~~

Truck/Ladder Minimum of ~~four (4)~~ three (3) personnel, as follows: 1 Captain, 1 Engineer, and ~~2~~ 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).

Rescue/Squad 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).

Wild land Type 3 Minimum of ~~four (4)~~ three (3) personnel, as follows: 1 Captain, 1 Engineer, and ~~2~~ 1 Firefighter I/II (or equivalent with acting assignments).

Wildland Type 4 Minimum of two (2) personnel, as follows: 1 Captain and 1 Firefighter I/II (or equivalent with acting assignments).

EXCEPTION: Wildland Type 4

The Wildland Type 4 shall be used **either** (a) as part of a Company in Task Force Configuration, or (b) in "overstrength" situations when the current configuration staffing levels have been met, ~~or~~ (c) as the primary back up to the Rescue when the Rescue 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 overstrength situations, The Wildland Type 4 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 4 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 4 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 4 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 4.

Section C. Strike Teams

Participation in Strike Teams or Assists for Hire are subject to the discretion of the Fire Chief. In the event the Chief determines it is appropriate to participate in a Strike Team or Assist for Hire, 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.

9. **Mediation.** The parties agree to mediation prior to interest arbitration. Add the following to the end of Article XIV Term:

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.

10. [New Section] Charter Amendment

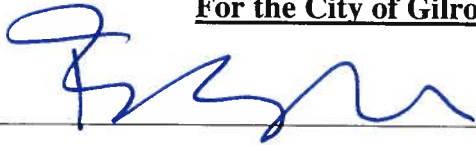
The City Council shall not place before the voters nor support, any initiative measure to repeal, modify or change any portion of the Gilroy City Charter providing for binding interest arbitration for firefighters employed by the City of Gilroy during the term of this agreement. The Union shall not seek to qualify for the ballot nor support any initiative measure to amend the Gilroy City Charter affecting labor relations or matters within the scope of representation during the term of this agreement.

11. **MOU Term.** Extend MOU Term by 18 Months to June 30, 2013. Article XIV Term, will be amended as follows

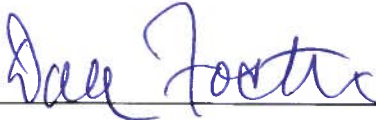
ARTICLE XIV. TERM

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 January 1, 2008, unless otherwise noted, and shall continue in full force and effect until midnight ~~December 31, 2011~~ **June 30, 2013**. The City and Local 2805 will meet to begin sharing information no later than ~~August 1, 2011~~ **February 1, 2013**. Local 2805 shall provide the CITY with its proposals for the period beginning ~~January 1, 2012, July 1, 2013~~ no later than ~~September 1, 2011~~ **March 1, 2013**. The CITY and Local 2805 will begin the meet and confer process no later than ~~September 15, 2011~~ **March 15, 2013**.

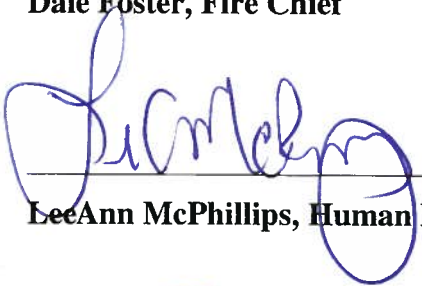
For the City of Gilroy:



Thomas Haglund, City Administrator



Dale Foster, Fire Chief



LeeAnn McPhillips, Human Resources Director

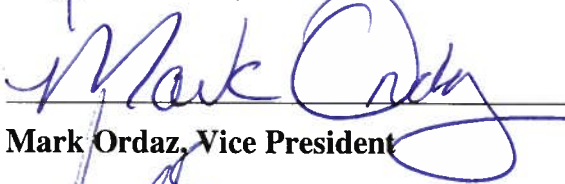


Charles Sakai, Negotiations Counsel

For the Gilroy Fire Fighters IAFF, Local 2805:



Joshua Valverde, President



Mark Ordaz, Vice President



Jim Buessing, Secretary/Treasurer



Kevin Bebee, Executive Board Member



Michael Botill, Executive Board Member



Cliff Colyer, Executive Board Member



Scott MacDonald, Executive Board Member