

**Memorandum of Understanding**  
**between the City of Salinas and the Salinas Firefighters (IAFF Local 1270)**

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## **Memorandum of Understanding**

### **between the City of Salinas and the Salinas Firefighters (IAFF Local 1270)**

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#### **SECTION 1 - PREAMBLE**

This Memorandum of Understanding is entered into by the City of Salinas ("City") and the Salinas Firefighters Association, Local 1270 ("Union"). This Memorandum of Understanding applies to employees in the classifications identified in Section 5(A) ("Unit"), including members and non-members of the Union. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act ("MMBA").

#### **SECTION 2 - NO ABROGATION OF RIGHTS**

The parties acknowledge that the City rights and employee rights are provided for by law. These are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding.

#### **SECTION 3 - PAST PRACTICES**

It is understood that this Memorandum of Understanding represents a complete and final understanding on all meet and confer issues between the City and the Union.

This Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding. Effective January 3, 2017, any other written agreement by the parties not addressed in this Memorandum of Understanding will terminate. In the event that either party believes that a side letter or other previous written agreement should have been, but was not extended, the parties agree to review the document in the Labor Management Committee and determine, by mutual agreement, whether to continue the terms.

In the event any new practices or policy within the scope of the representation arises during the term of this Memorandum of Understanding and an action is proposed by the City, the Union shall be afforded all possible notice and shall have the right to meet and confer upon prompt request.

In the absence of agreement on such proposed action and after the City and the Union have exhausted available remedies (impasse procedure) and consistent with City of Salinas City Charter Section 18.4, the City has the right to take necessary action. This paragraph does not preclude the Union from seeking any remedies it deems appropriate as provided by law.

#### **SECTION 4 - NO DISCRIMINATION**

The City and the Union will cooperate in pursuing a policy of no discrimination and equal opportunity employment.

A regular employee in the Unit shall have the right to form, join and participate in the activities of

employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee shall be interfered with, restrained, coerced or discriminated against by the City or the Union because of his/her exercise of these rights.

## SECTION 5 - RECOGNITION MATTERS

### A. Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, and Chapter 25, Section 37 of the Salinas Municipal Code, the City has certified the Union as the recognized employee organization of the representation Unit consisting of Firefighter Recruits, full-time regular Firefighters, Firefighter/Paramedics, Engineers, Fire Captains and all other classes normally associated with the Unit.

### B. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorize such deductions in writing as certified by the Union. Such deductions shall be so remitted to the Union. The City may, from time to time, adopt rules and regulations relating to administration of this dues collection provision. The City shall not deny consent for reasonable payroll deductions, nor shall the Union unreasonably request payroll deductions.

The Union shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Union dues and other mutually agreed upon payroll deductions. In addition, the Union shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

### C. Voluntary Union Membership

#### 1. Maintenance of Membership

All Union members who have authorized payroll deductions for payment of Union dues prior to the effective date of this Memorandum of Understanding, and all Union members who establish dues payroll deductions during the term of this Memorandum of Understanding, shall remain members of the Union throughout the life of the Memorandum of Understanding, provided that Union members on payroll deduction may terminate their authorization for deduction of the Union dues by giving written notice to the Union during the first ten (10) working days of the month of June of each year. The Union shall promptly notify the City of any revocation.

### D. Prohibition of Job Action

Notwithstanding any other provisions of this Memorandum of Understanding (MOU), City

rule, regulation, ordinance, past practice or policy to the contrary, both parties to this MOU and each employee in a classification represented by the Union agree that:

1. The unimpaired continuation of City services is of paramount importance to City residents. Therefore, during the term of this MOU and for a ninety (90) calendar day period following the stated expiration date of the term of this MOU, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.
2. An employee who engages in any activity prohibited in Subsection D1 herein above, shall not be entitled to any wages or City-paid benefits whatsoever for the period of the job action. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and opportunity for the employee to respond in writing. Pursuant to the Personnel Rules and Regulations, employees shall have no right to appeal any action by the City in implementing this provision.
3. In addition to the administrative adjustments agreed to in Subsection D2 herein above, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
4. If the City Council, by majority vote, determines to its satisfaction that Subsection D herein above has been violated by the Union or an employee, the City may take such action(s) as it deems appropriate including, but not limited to, the actions set forth in Subsections D2 and D3 herein above as to an employee and termination of Section 5 of this Memorandum of Understanding as to the Union.
5. The Union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make at least supererogatory efforts toward convincing all employees in this Unit to fully and faithfully perform their duties.
6. In the event of any activity prohibited by Subsection D herein above, the Union, its representatives, and represented City employees agree to take any appropriate steps necessary to assure compliance with this Memorandum of Understanding.

## SECTION 6 - BENEFITS

### A. Health, Dental, Eye Vision Program

Union members may elect a City-sponsored PERS plan of their choice for which they are eligible, including the PERS Peace Officers Research Association of California (PORAC) health plan.

Effective in the first full pay period following ratification and approval of this MOU, the City

will contribute an amount toward monthly health benefits premiums in an amount equal to 95% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 80% of the cost of the premium for the PERS Platinum plan. The employee shall pay for premium costs above the City's contribution through payroll deductions. In the event that PERS changes the PERS Platinum name, the parties agree to reopen this provision.

The City will continue to pay the full cost of premiums for the City-sponsored dental and vision plans. Before the end of this agreement, the City will administer dental and vision benefits.

B. Retiree Medical Insurance Program

The City will pay twenty-five (25%) percent or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for eligible employees retiring from the City with a normal service retirement or a PERS disability retirement and continuing in a normal service or disability retirement status, limited to those who started regular employment with the Salinas Fire Department before July 1, 2020. City payment of this benefit shall be discontinued when the employee becomes eligible for Medicare coverage or after 10 years of payment, whichever comes first.

In addition, the City will pay retirees who qualify for the retiree health payment under this section the same amount that it pays for other City retirees under the PERS medical plan, as required by the California Public Employees' Medical and Hospital Care Act ("PEMHCA").

C. Life Insurance

The City shall contribute an amount equal to the premium paid for City employees covered under the \$50,000 annual maximum City Plan as payment in full of the City's contribution.

D. Long Term Disability

All Unit employees shall continue to be in the Union-sponsored LTD Plan. Therefore, for the term of this MOU, the City shall contribute an amount equal to the premium paid for City employees covered under the City LTD Plan as payment in full of the City's contribution to Unit employees Union-sponsored LTD Plan.

Leave integration will be consistent with the law and the Union-sponsored LTD Plan.

E. Restricted Use for City Contribution

The Union-sponsored benefit dental and long-term disability plans shall be available to all Unit employees. The Union agrees that the City contributions to the Union-sponsored Health Benefit and Welfare programs will be used solely for such programs in a manner consistent with State and federal law.

F. Tuition Assistance

An employee shall be allowed up to one thousand dollars (\$1,000) per fiscal year for reimbursement for eligible educational expenses upon successful completion of an approved academic course of study and/or individual course approved by the Fire Chief and the Human Resources Director. Eligible expenses are defined as costs for classes, which meet the following criteria:

1. When possible, approval should be obtained prior to attending class. If prior approval is not practical, approval shall be obtained within thirty (30) days of registration.
2. Are directly related to an employee's job duties
3. Receive college units, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge of and experience in the curriculum offered
4. For which class and study time are outside of the employee's work hours
5. For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes, which are part of an academic course of study, will be eligible for reimbursement under this program.

G. PERS – Retirement Plan

1. Classic Employees

The City shall provide the PERS 3% at 50 Plan to all Unit members hired prior to July 1, 2011. Unit members shall continue to pay the 9% employee contribution towards the Plan.

Unit members hired on or after July 1, 2011 and before January 1, 2013 shall be provided with PERS 3% at 55 based on the three highest years and shall continue to pay the 9% employee contribution as cost sharing.

PERS contributions contained in this paragraph shall be provided consistent with Government Code section 20516(f). Effective in the first full pay period following ratification and approval of this MOU or as soon as administratively feasible thereafter, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit. Effective January 1, 2019, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit. Effective December 31, 2019, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit.

2. New Members

The formulas above do not apply to persons who are defined as “new members” under the Public Employee Pension Reform Act of 2013 (“PEPRA”). New members shall receive retirement benefits based on the 2.5% at 57 formula, and contribute toward their respective retirement benefits as required under PEPRA. Each new member will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

SECTION 7 - LEAVE PROVISIONS

A. Annual Leave Use for Illness of an Immediate Family Member

Leave shall be granted to an employee in order to care for an immediate family member as defined in the City's Personnel Rules and Regulations in the event of a serious illness of that family member. A total of three shifts per calendar year may be granted for 56-hour employees, and three eight-hour (8) hour workdays for 40-hour employees. The City may grant additional leave for this purpose on a case-by-case basis at its discretion in coordination with the Human Resources Director. This leave runs concurrently with any leave provided under the Family and Medical Leave Act and/or the California Family Rights Act.

B. Family and Medical Care Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in Administrative Memorandum 94-1, as amended.

C. Annual Leave Program

Annual leave shall accrue to employees as follows:

	<u>56 hours</u>	<u>40 hours</u>
1 - 3 years	214 hours	150 hours
4 - 5 years	270 hours	190 hours
6 - 10 years	304 hours	214 hours
11 - 15 years	343 hours	242 hours
16 - 17 years	362 hours	256 hours
18 - 19 years	382 hours	270 hours
20 - 24 years	402 hours	284 hours
25 years or more	421 hours	298 hours

The maximum annual leave accrual per employee shall be 898 hours/678 hours.

D. Catastrophic Leave Program

A Unit employee may request donation of catastrophic leave time in accordance with the policy

outlined in Appendix III.

E. Holidays

1. Fixed Holidays

Holidays for all personnel shall be equal to 12 days and shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

2. Every day appointed by the President or Governor for a public day of mourning, thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.

3. Holiday Pay

In recognition of the fact that 56-hour employees are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, employees on a 56-hour workweek will be paid 5.17 hours of pay at straight time in each biweekly paycheck (134.4 hours per year).

For 40-hour employees, holidays shall be granted as eight (8) hours time off with pay subject to the City Holiday Policy contained in the Personnel Rules and Regulations.

F. Bereavement Leave

Shift personnel shall be allowed time off at the following rates:

Husband or Wife	4 Shifts
Registered Domestic Partner	4 Shifts
Child	4 Shifts
Father or Mother	4 Shifts
Step-Child	4 Shifts
Brother or Sister	2 Shifts
Grandparent	2 Shifts
Grandchild	2 Shifts

Father or Mother-in-Law	2 Shifts
Brother or Sister-in-Law	2 Shifts
Legal Guardian	2 Shifts
Step-Father or Mother	2 Shifts
Step-Father or Mother-in-Law	2 Shifts

SECTION 8 - PAY RATES AND PRACTICES

A. Wages

Unit members shall receive increases in base salary as follows:

1. Four percent (4%) effective on January 9, 2023,
2. Two percent (2%) effective in the first full pay period following January 1, 2024, and
3. Two percent (2%) effective in the first full pay period following January 1, 2025.

B. Special/Differential Pay (Additional Compensation)

1. An employee assigned to the following responsibilities by the Fire Chief shall receive additional compensation calculated on base salary. Employees may have no more than two specialties and receive differential pay, for those two specialties only, the total of both which shall not exceed seventeen and one-half percent (17.5%). Bilingual Pay is not subject to the 17.5% cap. Except for Platoon Training Coordinators (see below), employees assigned to the following responsibilities shall serve for an indefinite duration at the pleasure of the Fire Chief.
  - (1) Lead Worker/Supervisor Premium (Senior Mechanic) – 2.5%; A Lead Worker/Supervisor Premium of 2.5% of base pay is paid to an employee, assigned as a senior mechanic, who is routinely and consistently assigned to a lead or supervisory position over other employees in the Fire Department’s Maintenance Program.
  - (2) Platoon Training Coordinator – 5%; training premium for one employee assigned per platoon who is routinely and consistently assigned to train employees and coordinate training (selected by the Fire Chief to serve a four-year term)
  - (3) Shift Inspector – 5%; three employees assigned
  - (4) Fire Staff Premium – 10%; The Fire Staff Premium of 10% may, with management approval, apply to IAFF Local 1270 members who are routinely and consistently assigned to administrative work during normal hours of employment that differ from the work schedule of fire suppression personnel; the Fire Staff Premium is limited to members assigned to a 40-hour workweek. An example of a qualifying assignment is the Fire Recruit Academy Coordinator.

- (5) Hazardous Materials Team Member – 5%; hazard premium to employees who are routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures
- (6) Paramedic – 12.5%; compensation to employees who obtain and maintain certification in auxiliary medical techniques
- (7) EMS – Platoon Training Coordinator – 5%; training premium for one paramedic assigned per platoon who is routinely and consistently assigned to coordinate training activities in auxiliary medical techniques (selected by the Fire Chief to serve a three-year term)
- (8) NFRIS Report Checker – 2.5%; compensation for one employee assigned per platoon to check reports using the National Fire Incident Reporting System
- (9) Bilingual Pay: A premium pay of five percent (5%) of base salary shall be paid to an employee assigned by management to speak and use a language other than English in the course of the employee's duties. This Section is subject to administrative direction.

2. Employees assigned to the responsibilities listed above in Section 8(B)(1) (excluding the Bilingual Premium) shall be selected in the following manner:

When the Fire Department decides to assign a Unit member to a special assignment, it shall notify all Unit members and shall receive letters of interest from Unit members for a period of fifteen (15) calendar days. The Fire Department shall convene a screening committee of two individuals selected by the Fire Chief and one individual selected by the Union. The screening committee shall interview and evaluate the candidates and shall recommend candidates to the Fire Chief. The Fire Chief shall interview the candidates recommended by the screening committee. After completing the interviews, the Fire Chief shall select the Unit members who shall have the special assignments. The Fire Chief shall have full discretion to make these selections.

#### C. Educational Incentive

1. Effective January 9, 2023, the educational incentive for degrees and college credit is eliminated and incorporated into the salary schedule as shown at Appendix VIII.
2. Air Mask Technician – 2.5%; one employee assigned per platoon

An Educational Incentive of 2.5% of base pay is paid to an employee who completes air mask/respirator training as recommended by the manufacturer and submits proof to the Fire Chief of air mask/respirator certification. Approval by the Fire Chief is required before the employee commences the training. This Educational Incentive will be

discontinued upon expiration of certification unless timely proof of recertification is submitted, and is subject to the cap described at Section 8(B)(1) above.

3. Mechanic

An Educational Incentive in the total amount of 10% of base salary is paid to an employee who either (a) maintains a certificate or (b) completes courses, as follows.

- a. Certificate. To be eligible for this pay, an employee must obtain prior approval from the Fire Chief for mechanic training and submit to the Fire Chief a National Institute of Automotive Service Excellence (NIASE) Certificate (for a test series covering brakes, suspension, and steering) or a California Fire Mechanics Academy Fire Mechanic I, II, or III/Master Mechanic Certificate. This Educational Incentive will be discontinued upon expiration of certification unless timely proof of recertification is submitted.
- b. Courses. Alternatively, to be eligible for this pay, an employee must obtain prior approval from the Fire Chief for mechanic training and submit to the Fire Chief proof of completion of at least one of the following courses through the California State Fire Marshal, the California Fire Mechanics Academy, or a manufacturer of fire apparatus every two calendar years:
  - i. Gasoline Engines
  - ii. Diesel Engines
  - iii. Brakes
  - iv. Electrical/Electronic Systems
  - v. Preventative Maintenance Inspections
  - vi. Drive Train
  - vii. Transmissions
  - viii. Suspension and Steering
  - ix. Aerial Apparatus
  - x. Fire Pumps and Accessories

4. The Educational Incentives for air mask technician and mechanic training are subject to the 17.5% cap described at Section 8(B)(1).

D. Shift Trades

1. The City reserves the right to approve or deny the trade of shift privileges at any time if it affects either the mission of the Fire Department or the performance of either employee to the trade. Payback for shift trade is a personal obligation between the two employees and places no responsibility upon the City to assure that a trade of shift is repaid.
2. Personnel acting in a higher classification must trade with personnel within that

classification or with that eligible to act either by virtue of their present classification or by their placement on their most recent eligibility list. Paramedics may be allowed to trade with personnel within their classification as long as there is one above the minimum (5) paramedic staffing numbers.

3. This procedure does not prevent acting officers from working in a lower classification for which they are qualified if they are repaying a previous trade or if they are working for someone who will repay after they return to their permanent classification.
4. The basic premise for a trade of shift is that no one can work in a higher classification unless they are eligible to do so.

E. Special Assignment Pay

No employee shall receive Special Assignment Pay other than that specified in this MOU.

F. Temporary Upgrade Pay (Acting Pay)

Temporary Upgrade Pay (previously known as Acting Pay for Working Out of Class) will be ten percent (10%) of base pay, effective with the first day worked out of class, to an employee who is assigned by the Fire Chief to all the duties of a vacant position in a higher classification for a limited duration (up to 960 hours each fiscal year), during recruitment for a regular appointment to the vacant position, while relieved of the duties of the employee's current position.

If an employee in a long term acting position receives an on-duty injury, the employee will retain his/her long term acting pay until the long term acting assignment has been completed. A long term acting position is completed when one of the following occurs:

1. The person for whom the employee was "acting" returns to duty;
2. The person for whom the employee was "acting" separates from employment with the City and the Chief determines that the acting assignment is completed;
3. An eligibility list is developed for the position (that the employee was acting in);
4. The position the employee is acting in is eliminated.

G. Acting Position

In assigning an employee to an acting position, the following order shall be followed, by platoon, subject to the approval of the Battalion Chief:

1. Personnel on a valid, non-expired, promotional eligibility list.
2. The most senior employee in the next lower rank.

An eligible employee may request transfer between platoons in order to fill positions which have been, or will be, vacant for 30 days or more. The Fire Chief has final authority to make

Acting Assignments.

H. Court Pay

Employees subpoenaed to appear in court to testify in a job-related court case during off-duty hours shall be compensated at a minimum of two (2) hours pay at time and one half (1-1/2) or time and one-half (1-1/2) of the regular rate for actual hours required in court, whichever is greater.

I. EMT-1A/EMT-P Certification

The City shall pay all costs associated with the City sponsored EMT-1A or EMT-P training.

J. Firefighter Recruits

Firefighter Recruits will initially be paid a salary ten percent (10%) below the salary of a Firefighter, step 1. A Firefighter Recruit shall receive full benefits provided to all other members of the Unit. Upon successful completion of the Fire Academy final examination, the Firefighter Recruit shall be advanced to step 1 of the position of Firefighter - New Hire or step 1 Firefighter/Paramedic - New Hire and shall begin a new probationary period as a step 1 Firefighter - New Hire or Firefighter/Paramedic - New Hire and shall be assigned to a fifty-six (56) hour workweek. Firefighters shall, at the time of their advancement, be included in the calculation of minimum staffing levels.

Firefighter Recruits who have completed the Fire Academy and who are awaiting advancement to the position of Firefighter shall remain employed with the City of Salinas and shall be assigned to a forty (40) hour workweek. Fire Recruits on a forty (40) hour workweek shall continue to be paid a salary which will be ten percent (10%) below the salary of a Firefighter or Firefighter/Paramedic step 1 and shall continue to receive full benefits. The Fire Chief shall determine the duties of such employees.

The probationary period is 18 months from the date of promotion from Firefighter Recruit to Firefighter or Firefighter/Paramedic, except that the probationary period for a lateral hire (with at least one cumulative year of experience working full-time as a firefighter or firefighter/paramedic for another agency) is 12 months.

K. Longevity Pay

Unit employees who have attained ten (10) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of one percent (1%) of base salary, effective in the first full pay period of July 2019. Unit employees who have attained fifteen (15) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional one and a half percent (1.5%), effective in the first full pay period of July 2019. Unit employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional five (5%) (capped at a total of 7%) of base salary in recognition of their time in service. No employee shall receive more

than seven percent (7%) in longevity pay incentives.

## SECTION 9 - MISCELLANEOUS

### A. Call Back Policy

1. Emergency Call Back - When an employee is called back to work during an emergency (with notice of less than 48 hours), such employee shall be paid at one and one-half (1-1/2) times the established rate of pay for the hours worked, but in no event for less than (2) hours.
2. Non-emergency Call Back – Non-emergency call back procedures are incorporated herein as Appendix IV.

When an employee is called back to work a non-emergency call-back and the non-emergency call-back is cancelled, such employee shall be paid at one and one half (1-1/2) times the “established” rate of pay (“established rate of pay” is equivalent to the “regular rate” under the FLSA) for two (2) hours.

### B. Shift Holdover

To maintain fully staffed engine/truck companies and squad(s) while shift change is being accomplished, it may be necessary to have Firefighters, Engineers and/or Captains hold over when there is not enough personnel at each station to fully staff the approved number of companies. An attempt will be made to provide holdover coverage on a voluntary basis, with the most senior person at the station having first choice. If the voluntary method is unsuccessful, the Battalion Chief shall require mandatory holdover, starting with the least senior personnel at that station.

Those officers and/or firefighters holding over will only be required to remain on duty until relief arrives from another station or overtime callback. Those individuals holding over, whether voluntary or mandatory, will be compensated at the rate of time and one-half for all hours worked, with a guarantee of one (1) hours minimum.

### C. Temporary Light/Modified Duty

The intent of the Light Duty Policy will be to encourage a speedy, full, complete recovery, and a timely return to full duty. An employee’s safety and well-being will always be considered in making light duty assignments.

Light/modified duty assignments shall be those assignments, which will not only aid the disabled employee’s recovery but shall also be directed to the Fire protection needs of the City of Salinas.

Light/modified work may include fire prevention, public education, public speaking, report-letter writing, research about department functions, and may include station duties within the

employee's physical limitations, except that janitorial duties will not be assigned.

The type of work assigned to an employee would be determined by review of the facts by chief officers to ensure that the work assigned is appropriate to the disability and meets the work intent allowed by the health care provider. Specifically, limited or modified duty is intended to be an accommodation effort by the department to return a disabled employee to needed work capacity as soon as it is reasonably possible. Work will be assigned between the hours of 8 a.m. and 5 p.m., Monday through Friday or flex-time may be approved by the Fire Chief.

If the light or modified duty assignment is beyond the physical capabilities of the employee, the employee may request adjustment of the assignment from the Fire Chief. If not resolved, the employee shall return to his/her health care provider for further evaluation of the light duty limitations. In case of non-industrial disability, the employee's return to light or modified duty is optional on the part of the employee and the City.

#### D. Occupational Health and Safety Committee

The Union and the City agree to maintain an Occupational Health and Safety Committee. This Committee shall consist of three (3) representatives of the Union, two (2) representatives of Fire Administration, one of who shall be the Fire Chief, and one (1) representative from Human Resources, with a maximum number of representatives being six (6). Each representative may designate an alternate who may attend the meetings on a regular basis and who shall fill his/her representative's position in the event of absence.

The Committee shall review investigations of occupational injury or illness and exposure to hazardous materials and, where appropriate, shall submit recommendations to the Fire Chief for the prevention of future incidents. The Committee shall also make health and safety-related recommendations to the Fire Chief as to improvements in departmental equipment, physical facilities, training, policies, and procedures and other areas as deemed appropriate by the Committee.

The Committee shall publish health and safety information, which shall be distributed through normal departmental means to all employees.

The Committee shall make recommendations in departmental budget proceeding regarding allocation of funds for improvements in occupational health and safety.

Up to two (2) hours of overtime pay per meeting shall be awarded to Committee members who participate in Committee meetings during off-duty hours.

The Committee shall determine the frequency of meetings; however, in no case shall the Committee meet less than four (4) times per calendar year.

The Committee shall elect a Chairperson and, at his/her discretion, use consensus of parliamentary process in decision-making. The Committee may elect to establish by-laws pertaining to the internal operations of the Committee.

## E. Vacation Scheduling

Vacation selection on each platoon will be by seniority in rank. All leave requests will be for the entire shift.

1. Scheduled Leave - Scheduled leave of at least three (3) persons will be allowed. Selections will begin in November and continue throughout the year. If only two (2) persons are on leave on any given day, a third person may add his/her name to the schedule.

The seniority rule will apply to any leave request that is made after the posting of the original schedule with the following exception: A request made to the Battalion Chief within thirty (30) days or less will be made on a first come, first served basis.

Scheduled leave requests must be made at least 72 hours prior to the requested date. Any requests after the 72-hour notice period will be considered unscheduled and must meet the criteria below.

2. Unscheduled Leave - Unscheduled leave is any leave request in addition to the scheduled vacation slots for three (3) employees. As long as there is no adverse impact on the normal operations of the department, the day the leave is to be taken, unscheduled leave requests will be granted subject to the following guidelines:
  - a. There is at least one person above the minimum staffing level on the most-current staffing schedule.
  - b. Any request for unscheduled vacation that is granted will be placed on the schedule and will be considered 'scheduled leave' at that time.
  - c. Leave will be granted for 4, 6 or 8 hours for personal medical and "immediate family" medical and personal educational uses or as required by law. "Immediate family" in this section is defined as husband, wife, child, father, mother and step-children.

All other scheduled leave will be granted for periods of 12, 18 or 24 hours.

3. Requests for vacation that day:

Requests on the day the vacation is to be taken will be granted by seniority in rank.

4. Requests for Cancelled Vacation

All requests for vacation that were previously scheduled and cancelled by another party, are subject to the same seniority rule as original vacation picks.

Cancelled Vacation Picks:

Cancelled vacation picks are filled first by rank and seniority within the rank unless it is less than 30 days prior to the date in question, after which, it will follow the current vacation scheduling policy.

F. Shift Inspector Assignment to Fire Prevention

Shift Inspectors will be kept in the stations in the event staffing is at minimum.

G. Change in Assignment

If an employee's workweek is changed as a result of an assignment change by the Fire Chief, the City agrees to meet and confer on the impact, if any, on issues(s) within the scope of representation upon the request of the Union. The City will notify the Union within 30 days prior to implementation of the assignment change. The City also agrees to meet and confer on the impacts and effects of any change in job description and job duties that are within the scope of bargaining.

H. Overtime Rate

Overtime shall be paid at the 56-hour rate for employees assigned a 56-hour week or 40-hour rate for employees assigned a 40-hour week. The overtime rate shall be one and one-half (1½) times the regular rate of pay. Overtime is paid for time which the employee is required to do work during his/her day off or as required by law. An employee may request compensation for overtime by compensatory time off or by payment. The decision shall be at the sole discretion of the employee.

Compensatory time off shall not accumulate in excess of 120 overtime hours worked for fifty-six (56) hour scheduled employees and 80 overtime hours for forty (40) hour scheduled employees. Effective beginning on January 1, 2022, compensatory time off shall not accumulate in excess of 144 overtime hours worked for fifty-six (56) hour scheduled employees and 80 overtime hours for forty (40) hour scheduled employees. Compensatory time off ("CTO") can be used as vacation or sick hours and is subject to the same rules for approval. CTO does not accrue for working special events or grant-funded activities; any overtime will be paid.

I. Industrial Disability Leave

Industrial disability leave for unit employees shall be governed by Section 4850 of the Labor Code as presently worded or subsequently amended. This section in no way prohibits the City from contesting 4850 payments and shall apply in those cases where there is no contest by the City.

J. Workday/Workweek

1. 40-Hour Workweek

Employees assigned to work 40 hours per workweek generally work 8 hours per workday, from 8:00 a.m. to 5:00 p.m., Monday through Friday, with two consecutive days off. The Chief reserves the right to assign 40-hour employees on Saturdays or Sundays provided that the schedule change includes two consecutive days off. Flexible and alternative schedules (such as 4/10 schedules) may also be assigned and/or approved by the Chief. The City agrees to notify the Union prior to changing a 4/10 schedule.

2. 48/96 Schedule

The 48/96 schedule will be based on a three-platoon rotation. If a shift is scheduled to work December 24<sup>th</sup> and 25<sup>th</sup> an adjustment (see example #2) will be used to assure that no shift will have to work Christmas Eve and Christmas Day. The maximum consecutive number of shifts an employee can work is 4 with 24 hours off.

48/96 schedule example #1

	AA BBCC AA BBCC AA BBCC AA
A-shift	XX OOOO XX OOOO XX OOOO XX
Scheduled:	12/23 12/24 12/25 12/26 12/27 12/28 12/29
	C A A B B C C

48/96 schedule example #2

Adjustment:	C A B A B C C
-------------	---------------

56-hour personnel:

The workday begins at 8:00 a.m. and ends at 8:00 a.m.

The schedule of workday activity falls under the purview of the Fire Chief.

K. Grievance Procedure

The City and the Union agree to utilize the following grievance procedure:

1. **Definition:** A grievance is any complaint or dispute regarding the interpretation or application of this Memorandum of Understanding, Appendices and Letters of Understanding; and the just cause for disciplining or terminating bargaining unit employees.

2. The Union or any non-probationary employee represented by the Union or the City may file and process a grievance. Aggrieved employees may be represented by the Union or may represent themselves in preparing and presenting their grievance.
3. Written grievances shall be submitted on forms which are mutually agreeable to the City and the Union. Grievances filed by the City shall be submitted directly to arbitration.
4. The time limits specified in this section may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step. Absent good cause, a grievance will be considered settled if the decision of any step is not appealed within the specified time limit.
5. If a grievance is related to a promotional process within the representation unit, Step 1 shall be directed to the Fire Chief or his/her designee.

**Step I:** An aggrieved employee or the Union will first attempt to resolve the grievance through informal discussions with the immediate supervisor by the end of the seventh calendar day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

**Step II:** If the grievance is not resolved in Step I, it shall be submitted in writing to the Fire Chief within seven calendar days of receipt of the supervisor's written response. The Fire Chief will have seven calendar days from receipt of the grievance to review the matter and prepare a written response. If the grievance is denied, the response shall contain the reasons therefore.

**Step III:** If the grievance is not resolved in Step II, an aggrieved employee or the Union may submit the grievance to the City Manager for final determination or to binding grievance arbitration. In the event an employee, and not the Union, elects to proceed to binding arbitration, he/she shall be responsible for their own arbitration costs. All Step III appeals must be filed in writing at the Human Resources Department Office within seven days of receipt of the Fire Chief's response under Step II. Hearings before an arbitrator will be as set forth below.

The parties, or their representatives, who proceed to arbitration shall jointly select an arbitrator. If the parties are unable to agree on an arbitrator, they shall jointly request a panel of five qualified and experienced arbitrators from the State Conciliation Service. Upon receipt of the list of arbitrators, the names shall be alternately struck until one name remains who shall serve as arbitrator. The arbitrator shall be jointly contacted by the parties.

In the event of a claim that a grievance is not subject to the arbitration provisions of the Memorandum of Understanding, the issue of arbitrability shall be decided by the arbitrator using the criteria set forth in this Memorandum of Understanding. Copies of the arbitrator's decision shall be submitted to the City and to the Union or to the grieving employee. Costs of the arbitrator and court reporter shall be shared equally by the parties. All other costs arising from the arbitration proceedings shall be borne by the party incurring said costs.

L. Labor-Management Relations

The City will permit the elected officers and appointed shift representatives of the Union to receive and investigate complaints from employees represented by IAFF and attend on monthly Union-related meeting during on-duty hours. An officer or shift representative shall notify his/her Battalion Chief as early as possible if a Union-related meeting will cause the movement of personnel or equipment outside of standard response areas. Such activities shall not interfere with the normal operations of the department. Employees shall have the right to have a Union officer or shift representative present at any meeting with Department or City administration regarding discipline. An employee who desires to be represented at the meeting shall so notify the Battalion Chief. The City has an obligation to advise an employee if a meeting may involve disciplinary matters. Union officers and shift representatives shall be allowed access to appropriate materials in personnel files which are directly related to a grievance or alleged contract violation if the affected employee's written consent is received by the City. The City will not use any materials from the personnel files for the purpose of discipline, or in the grievance procedure, which have been specifically denied the employee in a request for access.

The Fire Department Administration, Human Resources and the Salinas Firefighters Association will form a Labor Management Committee to discuss issues affecting the Fire Department. The Labor Management Committee shall meet at least once every two months or more if needed.

The Labor Management Committee will establish procedures for the promotional process no later than October 1, 2018. The City agrees to notify the Union at least 60 days in advance of making changes to the promotional testing process. The City agrees to meet and confer and on changes to the promotional process that are within the scope of bargaining.

The Labor Management Committee will also meet to discuss and develop policy and procedure relating to the Tactical Medic Program and any proposed change to the Uniform Policy.

M. Safety Standard

The City does not agree to adopt and implement National Fire Protection Association, Standard 1500 (NFPA 1500). However, the City recognizes the value of NFPA 1500 and shall endeavor to use its provisions as a guideline when the City determines that it is economically feasible and within City monetary resources.

N. Departmental Policies

The City and the Union agree to meet and confer on changes to Fire Department Rules and Regulations and Operating Procedures that are within the scope of bargaining. In the event that there is a conflict between this MOU and another City policy or rule the language of the MOU will govern.

O. Layoff Policy

The layoff policy for IAFF is incorporated herein as Appendix V.

P. Residency

The City and IAFF agree that any residency requirements for IAFF represented personnel shall be consistent with State law.

Q. Minimum Staffing Level

The on-duty bargaining unit minimum fire suppression shift staffing level shall be no less than 23.

Each engine company shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain, one of whom shall be a Fire Engineer and one of whom shall be a Firefighter. While Appendix I (Paramedic Program) is in force at least one of these three fire suppression personnel shall be ALS certified. Each ladder truck shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain and one of whom shall be a Fire Engineer. When possible, as determined by the Chief, each ladder truck shall be staffed with a minimum of four fire suppression personnel, one of whom shall be a Fire Captain, one of whom shall be a Fire Engineer and two of whom shall be firefighters. Effective at the expiration of this agreement, each ladder truck shall be staffed with a minimum of four fire suppression personnel. This MOU provision may be reopened by the City in the event the City declares a fiscal emergency.

Paramedic Rescue Unit(s) will be staffed with a minimum of two personnel, one of whom shall be a Fire Captain and one a paramedic. The Fire Captain and paramedic may be the same person. If necessary, and in accordance with standard departmental procedures regarding staffing of apparatus, an acting Fire Captain shall staff the squad.

R. Union Hour Bank

Each bargaining group employee shall contribute 10 hours to the union hour bank starting the first week every January. Union hour bank hours must be approved per the policy established by the Labor Management Committee.

S. Living standards

The City and the Union will use the Labor/Management Committee to address concerns about fire station living standards and housing facilities, if they arise.

SECTION 10 - UNIFORMS

- A. The City shall pay two thousand dollars (\$2,000) per calendar year for uniform replacement and maintenance to be paid monthly.

- B. The City will provide newly hired employees with three (3) pairs of Nomex uniform pants.
- C. Uniforms that are damaged in the line of duty shall be repaired or replaced by the City at no cost to the employee.
- D. An employee shall be issued personal safety equipment, as listed in Fire Department Rules and Regulations, at no cost to the employee. If the City determines that a listed item is unserviceable beyond repair, the City shall replace such item at no cost to the employee.
- E. If any item set forth in the Clothing and Maintenance Policy becomes mandatory for the City to supply or maintain, the clothing allowance shall be reduced accordingly.
- F. The City shall provide notice to the Union of at least 60 days and an opportunity to meet and confer on the impacts and effects of significant changes to the required uniform.

#### SECTION 11 - ON-DUTY SHOPPING

- A. Fire Department equipment may be used for purchasing groceries, provided that shopping trips shall be limited to one per day.
- B. Shopping must be done within the City limits and within each station's assigned response area.
- C. While shopping, all members shall remain in service and in radio contact.
- D. Personal shopping on duty WILL NOT be permitted.

#### SECTION 12 - TELEVISION

- A. In each station where the Union owned television set is used to view televised training programs sponsored by the Department, the City agrees to pay one-half the cost of maintenance, but no more than \$100 per year per station.
- B. If the Union needs to replace a television set due to age, the City agrees to apply any unused portion of the annual \$100 maintenance amount towards the purchase of a new set, with the understanding that no additional funds will be available to that station for maintenance or purchase for the remainder of that year.

#### SECTION 13 - APPENDICES

- A. Appendix I, the "Paramedic Program," is made part of this Memorandum of Understanding as fully set forth herein.
- B. Appendix II, the "Hazardous Material Response Program," is made part of this Memorandum of Understanding as fully set forth herein.

- C. Appendix III, "Catastrophic Leave Program," is made part of this Memorandum of Understanding as fully set forth herein.
- D. Appendix IV, "Salinas Fire Department Non-Emergency Call Back Procedures," is made part of this Memorandum of Understanding as fully set forth herein.
- E. Appendix V, "Layoff Policy for IAFF, Local 1270," is made part of this Memorandum of Understanding as fully set forth herein.
- F. Appendix VI, "Uniform Agreement"
- G. Appendix VII, "Shift Bid (side letter)"
- H. Appendix VIII, "Salary Schedule"

SECTION 14 - TERM

The term of this Memorandum of Understanding shall commence on January 1, 2023 and shall expire December 31, 2025, except as otherwise agreed to by the parties. Proposals for change and/or renewal shall be submitted by October 1, 2025.

CITY OF SALINAS

IAFF LOCAL 1270



Steven Carrigan  
City Manager

12/14/22  
Date



Joshua Hostetter  
President

12/14/23  
Date

## APPENDIX I: PARAMEDIC PROGRAM

### PARAMEDIC RECLASSIFICATION

A Firefighter/paramedic shall be reclassified to Firefighter on request; however, for the reclassification to be approved, the total number of Firefighter/paramedics in the Department may be reduced to no less than eighteen (18) after the Firefighter/paramedic is reclassified. In the event Firefighter/paramedic staffing would drop below eighteen (18) with the reclassification, the City will make every reasonable effort to provide replacement Firefighter/paramedic(s) to fill the positions to be vacated by those employee(s) wishing to reclassify as Firefighter.

If the number of authorized paramedic positions increases from 21, the number of minimum paramedic positions will increase accordingly.

Requests for reclassification to Firefighter will be made on an annual basis during the month of September. Approval or denial of the request will be provided to the employee in writing no later than October 15.

Department seniority shall apply in the event two (2) or more Firefighter/paramedics request reclassification to Firefighter at the same time.

### APPLICATION

A line Firefighter of any rank, with a current EMT-1A certificate (non-paramedic entry level probationary Firefighters will be evaluated on an individual basis prior to being nominated by the Fire Chief) may apply for training to qualify for this classification. The EMT-1A certificate must be current at the starting date of Paramedic training. The City reserves the right to hire applicants that are qualified as Paramedics. Acceptance into the Paramedic Program includes an individual's ability to pass the entrance exam of a Paramedic training institution, the ability to make a personal commitment and a dedication of purpose to provide an outstanding Advanced Life-Support Program for the citizens of our community.

### WORKING CONDITIONS

A Paramedic position will be a separate classification. This classification has a salary range 12.5% above the classification held by the employee prior to the being reclassified. The salary increase will become effective upon successful completion of the Paramedic training Program and assignment as a Paramedic to perform regular on-shift Paramedic duties. This salary increase shall remain in effect while an employee remains in the classification and performs regular on-shift Paramedic duties for the City of Salinas.

The hours of work per week will be those of a regular Firefighter, which is 56 hours. However, during the didactic phase(s) of the training period, a variable of a 40-hour workweek may be used.

The City will arrange for Paramedic training, including:

1. City will pay for certification/re-certification;
2. Pay tuition cost;
3. Pay for books;
4. Lodging and travel will be paid by City if commuting is not feasible;
5. Meals to be provided in accordance with City policy in effect during the time of training.

Paramedics can be assigned to train other Firefighters as EMT1-A's. Individuals so assigned will be given 60 days advance notice.

Overtime will be paid as per City policy.

Upon being certified as a Paramedic by Monterey County, a one-time bonus of \$500 will be paid to each of the Paramedic Trainees.

## APPENDIX II: HAZARDOUS MATERIALS RESPONSE PROGRAM

### Eligibility

All personnel from the rank of Firefighter through Captain are eligible for the program.

Exceptions: Probationary Personnel

### Background Requirements

A background of hazardous materials, chemistry classes, or other related classes would be considered beneficial, but not necessary. A strong interest and desire to commit oneself to the hazardous material program and training that it will require is the key prerequisite.

### Selection Process

A memo will be distributed requesting all interested personnel to submit a short resume as it relates to the above requirements. A screening board consisting of three Chief Officers will review the resumes and select the personnel. In the event that a number of personnel are equally qualified, seniority will be used as the determining criteria. The Operations Chiefs may request an interview with the candidates.

In the event there is an insufficient number of applicants to fulfill the program requirements, an assignment will be made utilizing reverse seniority.

All personnel placed on the hazardous materials team are subject to a minimum of two years of service with the team, starting from the effective date of assignment.

Vacated positions, or team members medically unable to perform their haz-mat duties for longer than 90 days, will be filled through the selection process as soon as reasonably practical.

### Team Leaders

A Primary and Secondary Team Leader will be assigned to each platoon. Team Leader will be determined by rank, next by seniority in the program, and the last by seniority in rank, next by seniority in the program, and last by seniority in rank. Team Leaders must have the ability and desire to direct overall haz-mat Operations on their respective shifts.

The Team Leaders will be responsible to keep his/her Team Members in a "ready state" by conducting and/or coordinating classroom drills and manipulative exercises necessary to maintain professional competence at the level of Hazardous Material Technician.

The Team Leaders and Team Members will be responsible to develop and conduct a regular training program for their respective platoon, necessary to maintain professional competence at the level of First Responder Operational (FRO).

## Staffing Levels

There will be a Team Leader, Secondary Team Leader, and four (4) line personnel (Team Members) assigned as the Hazardous Materials Response Team to each platoon.

In the event that there are no Hazardous Materials Team Members reporting to duty on a given shift, two (2) off-duty Hazardous Materials Team Member will be called-back on overtime, and will be primarily responsible for the readiness state of the Hazmat Unit in the event of the Unit's request on that duty day.

## Response

A minimum of three (3) Haz-mat Team Members, one being a Team Leader, will respond with the Hazmat Unit on any haz-mat Level II emergency response. If Department staffing allows, four (4) Team Members shall respond.

## Training

Training of all Team Members will meet with criteria set forth within 29 CFR 1910.120 (q) and Title 8, General Safety Orders, Section 5192 (q) for Hazardous Materials Technician. It is the goal of the Salinas Fire Department's program to provide this requirement for training within the first year of a new member's entry into the program. This would be a total of 240 hours of hazardous materials response team training.

As more funds become available individual members will be sent to schools for additional "specialized" training, to include HM Specialist level training.

## Medical Surveillance

All personnel will be required to have a physical under the following conditions:

1. All personnel that have been accepted to the Hazardous Materials Response Team will be required to have a physical as required by law, 29 CFR Part 1910.120 (q), before being accepted to the program.
2. Every twelve (12) months after being assigned to the program.
3. As soon as possible following the notification of the City by a Team Member that they have developed signs and symptoms indicating possible over-exposure to hazardous substance or health hazards.
4. At termination of, or upon re assignment.

All medical examinations will meet criteria set forth in 29 CFR Part 1910.120(q).

It will be the responsibility of the Team Leaders to maintain the regular schedule of annual

medical examinations, to alert and schedule any of the above examinations, as needed, and upon notification to the Operations Chief.

### Medical Monitoring

A Salinas Paramedic will respond with the Salinas Hazard Material Response Team to all Level II hazardous material emergencies, where entry into an exclusion zone is to, or likely to occur by members of the team. It will be the duty of this individual to supervise and/or administer proper medical monitor protocols during Haz-mat Team Members' entry and exit into a contaminated or potentially contaminated area, and to maintain written medical monitoring form(s) approved by the on-site Hazardous Materials (Assistant) Safety Officer.

Completed Medical Monitoring forms will be part of the written documentation of the incident submitted to the fire administration office.

## APPENDIX III: CATASTROPHIC LEAVE PROGRAM

### A. Donation of Leave

If an IAFF-represented employee experiences an extended disability due to pregnancy, illness or injury, or if the spouse or child of an employee becomes ill or injured, IAFF employees, with departmental approval, may donate a minimum of four (4) hours of accrued annual leave and/or sick leave to the affected employee in accordance with the following conditions:

1. Qualifying employees desiring to receive a donation of leave time shall notify the Union of the request for leave donation and the Union will solicit donations of leave time. Employees who choose to donate leave time will do so on a form submitted to the Fire Chief and Human Resources Director for approval.
2. The donation must be in whole hours with a minimum of 4 annual leave hours being donated.
3. Employees receiving the donation of leave may receive an unlimited number of hours; however, the donated hours may only be used after the affected employee's annual leave and/or compensatory time off hours have been exhausted. All leaves of absence are subject to approval by management in accordance with the City's leave policies and applicable law; leaves of absence taken using donated leave hours run concurrently with any otherwise unpaid leave available.
4. Donations shall be made on a form to be developed by the Department in coordination with Human Resources and shall be signed by the donating employee and fire administration.
5. Neither this policy, its implementation, nor procedure is subject to the grievance procedure.

### B. Donated Hours Not Returned

Donation of leave is irrevocable. Donated annual leave hours may not be reclaimed.

### C. Unused Donations

Upon return to work or upon disability retirement, or when an approved leave of absence otherwise ends, the employee shall not retain donations that are being held and have not been used. The unused donated leave hours shall be returned to the appropriate donor, if still employed with the City, on a last received, first returned basis.

### D. Hold Harmless

The Union agrees to hold harmless, indemnify and release the City of Salinas, its officers, and employees from all liability arising from any claims alleging improper implementation of the policy, including any alleged violation of discrimination laws, or any other claim of loss,

damage or expense.

APPENDIX IV: NON-EMERGENCY CALLBACK PROCEDURES  
SALINAS FIRE DEPARTMENT

I. GENERAL

All personnel who are assigned callback duties shall understand these procedures before assuming callback duties.

The Overtime Sign-up Calendar will be used for planned need and day-of call back.

Personnel will be on hold-over status at the affected station based on their job classification using the practice known as position for position.

Personnel may not be paid overtime unless they are actually on-duty. Trades-of-Shift will not be allowed during overtime. However, Stand-by's of two hours or less may be granted at the discretion of the on-duty Battalion Chief.

This agreement will be re-visited when staffing levels or specialty assignment levels change.

II. PLANNED NEED PRACTICES & OVERTIME SIGN-UP CALENDAR

To assist with the callback, a sign-up calendar will be maintained in the I drive. This calendar shall be known as the Overtime Sign-up Calendar.

Callback shall be conducted in advance for known vacancies using the Records Manager Program and the Overtime Sign-up Calendar. It shall be done at approximately 1800 hours on the first day of the affected platoon's work cycle. If possible, vacancies will be filled for the entire work cycle at that time.

Personnel interested in working on a future date may sign up in the Overtime Sign-up Calendar at any time. Personnel may express interest in a specific date by placing an "X," a "P" or an "XP" on that day. An "X" expresses an interest in a full-shift only (more than 12 hours). A "P" expresses interest only in a partial shift (12 hours or less). An "XP" expresses interest in any amount of time, with a preference for a full-shift. Any other letter(s) will not be recognized. Vacancies may be filled one shift at a time.

A person whose name is on the Overtime Sign-up Calendar will be relieved of their commitment to work at 0830 hours on the day of the overtime. A person may remove their name from the calendar at any time, until an assignment has been made.

For vacancies of two (2) hours or less, personnel on hold-over status in the affected station will be asked if they are willing to work for up to two (2) hours. If they accept, they will be given that overtime and the Overtime Sign-up Calendar will not be used to fill that partial vacancy.

In the event that those who are on the calendar are not contacted at the time of the planned need

call, they will be assigned to fill a vacancy and a message will be left, advising them of their assignment. It is the responsibility of that individual to confirm the time and location of their assignment.

In the event that an individual signs up for a date on the calendar and is then unable to work that day, for a reason other than an illness or a family emergency, they will have three (3) X's add to the times worked folder for the first offense which will double each consecutive time an individual fails to meet their assigned overtime, (i.e., first offense 3 X's, second offense 6 X's, third offense 12 X's, fourth offense 24 X's ). Starting the first day of every January, all penalties will be reset. However, any penalties incurred during the last two (2) weeks of December will cause 3 "Black" "X's" will be placed in the times worked folder in the new calendar year. Alternates can sign up for overtime. However, if their trade becomes sick or injured than that individual who is in the overtime/alternate spot now moves out of the overtime and into the trade position. Callback will be used to fill the remaining overtime position. Once the individual has shown up for the trade of shift their obligation for that trade has been fulfilled and the alternate's obligation has been met. If you are not able to respond for "Day of Overtime" within 2.5 hours to your assignment, you are responsible to remove your name from the overtime sign up list. This "2.5 hours" includes travel time, picking up your gear and getting to your assignment.

### III. CALLBACK RECORDS

The proper procedure is as follows:

1. At the beginning of each calendar year, the records will be sorted according to an individual's seniority in rank and the number of shifts worked shall be placed at the number zero.
2. Personnel records will be promptly updated whenever pertinent data about an individual changes. It is the individual's responsibility to ensure that changes have been made to their personnel record, such as, telephone number(s), pager numbers, rank, specialty status and/or requests to activate or inactivate their current callback status.
3. When staffing falls below the current minimum level, personnel shall be called back position for position.

Position for position: Calling back to the highest ranked position that is vacant on a given (specific) duty-day.

4. When an individual is called back:
  - A. Their callback record shall be marked with the (specific) date and number of hours worked. The record shall be checked to ensure that the program changed the number of times worked to the number that is correct.
  - B. Periods of more than 12 hours will count as a full shift worked.

#### IV. GENERAL RULES FOR SPECIALTY ASSIGNMENTS AND OFFICER CALLBACKS

1. The following are the minimum staffing levels for specialty positions, and/or Fire Captains and/or Fire Engineers, on a duty-day:
  - A. Six (6) Paramedics; Effective July 1, 2007, there will be 27 authorized Paramedics, nine per platoon
  - B. Two (2) Hazardous Materials Team Member; Effective July 1, 2007, there will be 18 authorized Hazardous Material Team Members, six per platoon
  - C. Eight (8) Fire Captains/Acting Fire Captains will be maintained on a duty-day. Effective July 1, 2007, there will be 24 authorized Fire Captains, eight per platoon
  - D. Seven (7) Fire Engineers/Acting Fire Engineers. Effective July 1, 2007, there will be 24 authorized Fire Engineers, eight per platoon
2. Callback for Paramedics:
  - A. Callback to Six (6) Paramedics, regardless of the on-duty staffing-level.
  - B. If less than Six (6) Paramedics are on-duty, callback a Firefighter/Paramedic.
  - C. If no Firefighter/Paramedics are available to work, callback a Fire Engineer/Paramedic.
  - D. If no Engineer/Paramedics are available to work, callback a Fire Captain-Paramedic.
3. Callback for Fire Captains:
  - A. If daily staffing is below the minimum on-duty level and there are less than eight (8) Fire Captains on-duty, callback a Fire Captain.
  - B. If no Fire Captain is available to work, callback a Fire Engineer.
  - C. If no Fire Engineer is available to work, callback a Firefighter.
4. Callback for Fire Engineers:
  - A. If daily staffing is below the minimum on-duty level and there are less than seven (7) Fire Engineers on-duty, callback a Fire Engineer.
  - B. If no Fire Engineer is available to work, callback a Firefighter.

5. Callback for Firefighters:
  - A. If daily staffing is below the minimum on-duty level and there are eight (8) Fire Captains and seven (7) Fire Engineers on-duty, callback a Firefighter.
  - B. If no Firefighter(s) are available to work, callback a Fire Engineer(s).
  - C. If no Fire Engineer(s) are available to work, callback a Fire Captain(s).
  - D. If no Firefighter, Fire Engineer or Fire Captain accepts the callback, then promptly notify the on-duty Battalion Chief, refer to the Mandatory Callback Procedure contained in Section VII.
6. Mid-shift vacancies:

In the event of a mid-shift vacancy, the ranking member of the affected company will conduct the callback using the Records Manager System. In the event that they are unable to find a person to work the remainder of the shift, they will notify the on-duty Battalion Chief. Mandatory callback will then be conducted.

#### V. SPECIAL SITUATIONS

If daily staffing falls one below the minimum on-duty level and two categories need to be filled, then personnel who are assigned in both categories may be called-back using the following priority level:

1. First, a Paramedic;
2. Second, a Fire Captain;
3. Third, a Fire Engineer;
4. Fourth, a Hazardous Materials Team Member
5. In the event that callback for BC duties becomes available to IAFF unit members (following exhaustion of the callback process with the FSA bargaining unit), the process shall follow the normal callback procedures of seniority and times worked. Callback for BC duties shall be made available to, and performed only by, individuals who meet the minimum job requirements as set forth in the job description and/or has successfully passed the promotional exam for BC.

#### VI. OES CALLBACK PROCEDURES (PLANNED NEED)

OES Callback procedures shall be as specified in Operational Bulletin #08-100. Presently this procedure reads as specified below in this section. The Chief reserves the right to change this policy as needed, provided, however that legal meet and confer obligations are met.

Callback for OES assignments shall be made following Salinas Fire Department Standard Operating Procedure #207. OES Type 1 and Type 3 engines shall have four (4) personnel assigned. If there is a request for the Communication vehicle, it shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain, one whom shall be a Fire Engineer and one of whom shall be a Firefighter.

Initial Attack Assignment: The requested type of equipment staffed by on duty personnel. The turnout time for Initial Attack assignment should be no more than (3) minutes from the time of the dispatch.

Immediate Need: The requested type of equipment staffed by four personnel. Personnel will be assigned from the platoon on duty at the time the order and request number are received, according to standard callback procedures using seniority and times worked. The turnout time for an immediate need strike team shall be 30 minutes from time the order and request number are received. See paragraph I of this section for sign up.

Planned Need/Relief Crew: Assignments will be made according to standard callback procedures using seniority and times worked. See paragraph I for sign up. Four person staffing should include one (1) Fire Captain, one (1) Fire Engineer and two (2) Firefighters. The On Duty Chief "BC" shall ensure that only qualified persons possessing the CICCIS certification shall be sent on O.E.S. deployments. A relief crew should be sent seven (7) days into the assignment. The assignment will count as one (1) shift worked for each day of more than 12 hours overtime upon return. This includes a single resource request; strike team requests, and individual requests regardless of the requesting agency (i.e., FEMA, OES, etc.).

If there are not enough personnel signed-up to fill an Immediate Need assignment, it will become a mandatory assignment, using reverse seniority on duty. If there are not enough personnel signed-up for a Planned Need/Relief Crew response, assignments will be made by reverse seniority in the department.

Individuals who are scheduled on a trade of shift or overtime are not precluded from responding on an out of county assignment. The day of the trade shall be considered a regularly scheduled duty day and the individual will not be entitled to overtime on that day.

A "Strike team" sign up sheet will be maintained in the overtime folder on the "I" drive to identify interested personnel. Personnel may place a "1" if they are interested in only a Type 1 engine assignment, a "3" if they are only interested in a Type 3 engine assignment, or an "X" if they are interested in both. This shall be completed by 1000 hours on the day(s) of interest. Once the dispatch is received, personnel may not add themselves to the list for that response.

Every effort shall be made to make notifications for relief 48 hours before the scheduled departure. Personnel are expected to confirm acceptance of the assignment within 12 hours of contact. Without confirmation, the person will be replaced.

Overtime notifications for an immediate need or planned need response shall not begin until the department has received the appropriate order and request number form the requesting

agency.

## VII. MANDATORY CALLBACK – PLANNED NEED AND DAY-OF

### 1. Planned need:

In the event that no one accepts a planned need assignment, mandatory overtime shall be used to fill vacancies up to a full cycle in advance, utilizing the mandatory callback list, by rank and reverse seniority. Individuals placed in a planned need mandatory overtime situation have the option to find alternative members to cover the mandatory assignment. If a replacement individual is found, the shift will then be recorded in the Overtime Sign-up Calendar, in accordance with normal procedures.

### 2. Day-of:

If the Overtime Sign-up Calendar has been exhausted and no off-going personnel are interested in working overtime, mandatory callback will be required. Exceptions may be authorized for special circumstances.

The following rules shall apply to mandatory callback:

- A. Once the Overtime Sign-up Calendar has been exhausted, personnel conducting the callback will not be required to use the recall list or Records Manager Program to solicit for interested volunteers. (The assumption is that there are not any other interested personnel, because their names would have been in the Overtime Sign-up Calendar.)
- B. A separate list shall be kept on the "I" drive, accounting for the number of times a person has been called back on mandatory overtime during the calendar year.
- C. Reverse seniority by rank utilizing the mandatory callback list will be used to order the off-going personnel back in the affected job classification on mandatory overtime. Personnel conducting the mandatory callback will use a list to hold-over appropriate personnel.
- D. Every effort will be made to insure that a person on mandatory overtime does not work for more than 96 consecutive hours.
- E. The shift worked will not be counted in the Records Manager Program, regardless of the number of hours worked.
- F. A person who has been ordered back on mandatory overtime may use the recall list to find any volunteer to work the remainder of that shift at any time during the shift. Firefighters must call Firefighters first. Fire Engineers must call Fire Engineers first. Fire Captains must call Fire Captains first. Paramedics are the exception to this rule, who must find a paramedic to replace them, if they are the only Paramedic at that station. In the event that another person accepts the voluntary callback, the shift will then be recorded

in the Records Manager Program in accordance with normal procedures.

- G. A person who has been ordered back on mandatory overtime may trade with another person who is already working a voluntary partial shift if it does not affect the operations of the department.

#### VIII. SPECIAL EVENTS – PLANNED NEED AND DAY-OF

Notification will be sent to all personnel via inter-departmental electronic mail as soon as a known event is scheduled. Every effort will be made to plan staffing for special events at least two (2) weeks in advance of the work date(s) of a special event. If possible, the callback will be conducted on the first day of the affected platoon's work cycle (13 to 17 days prior to the event).

If the vacancies for a special event are not filled using the planned need calendar, on-duty personnel may be assigned as specified above in Section II, Planned Need Practices and Section VII, Mandatory Callback.

The staffing for special events shall consist of two or three personnel from the fire suppression division. Staffing for those apparatus shall consist of a Fire Captain, a Fire Engineer and/or a Firefighter, whichever is appropriate.

APPENDIX V: LAYOFF POLICY  
CITY OF SALINAS  
IAFF, LOCAL 1270 POLICY:

City to review for legal compliance as requested by Union.

It is the intention of the City of Salinas to provide to layoff policy that ensures fairness to all City employees as well as the best opportunity for a transition to re-employment.

The City of Salinas may layoff an employee due to lack of work or lack of funds. The City shall inform the Union in writing regarding potential layoffs no less than sixty (60) days prior to any notice of layoff being sent to individual employees.

**PROCEDURE:**

In the event of a reduction in work force in the Fire Department, the City shall designate the classification(s) and positions to be eliminated. The City shall provide affected employees and the Union with a current seniority list for the classification(s) affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than thirty (30) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits at least thirty (30) days prior to the effective date of layoffs.

Layoffs shall be made among all bargaining unit employees in the same classification within the Fire Department in the following order: temporary employees, probationary new employees, regular employees (including probationary promotional employees). No regular employee within the department shall be laid off in any classification if there are temporary employees in an active status in the same classification within the department. For purposes of this layoff policy, a regular employee is defined as an employee filling an authorized, budgeted position regardless of hours worked.

**SENIORITY DEFINED**

For purposes of layoff, seniority shall be defined as the length of service in any regular position(s) with the City as determined by City personnel records. Continuous service for purposes of determining seniority shall be defined to including work related injury leave of up to one (1) year's duration as determined by City Personnel records.

For purposes of returning to a previously held classification, seniority will be defined as the length of service in that classification.

**LAYOFF BY CLASSIFICATION**

The order of layoff within a classification shall be based exclusively on seniority, with the least senior employee being the first to be laid off.

A single seniority list will apply for all IAFF members. An exception to the order of layoff may only

be made if a layoff according to seniority will result in less than eighteen (18) paramedic-licensed personnel being available for duty. If laying off a Firefighter/paramedic would result in less than eighteen (18) paramedic/licensed personnel being available for duty, the City may lay off the least senior firefighter without a paramedic license.

#### PREVIOUSLY HELD POSITIONS

In the event that an employee is notified of layoff, that employee shall have the right to return to (“bump”) any classification in the City in which the employee has served in regular status in City service, with due consideration to reclassifications, job descriptions and changes in titles of the position(s) previously held. For purposes of “bumping” to previously held classifications, seniority shall be defined as total time served in the classification from which an employee will “bump”. An employee must notify the City of his/her desire to return to a previously held classification within five (5) working days after receipt of written notice of layoff.

#### JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City’s intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed from reduction may schedule a meeting with a representative of Human Resources. In addition to providing job counseling to employees facing layoff, Human Resources will function as a clearing-house for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the City of Salinas.

#### RETRAINING

It is the City’s intent to consider on-the-job training programs for laid off employees and employees designated for layoff who may be interested in transitioning to other available positions within the City for which they may or may not be fully qualified.

If an employee’s qualifications are judged to meet the minimum desirable qualifications as outlined in the job description, or if, in the opinion of the Human Resources Director and Department Director it is reasonable to expect the employee to meet the minimum desirable qualifications within a 90 calendar day period of on-the-job training, the City will consider that laid off employee prior to any other employee or applicant.

In the event that there is more than one laid off employee who is considered for retraining, the laid off employee who has greater seniority will be given first priority for consideration of the on-the-job training opportunity.

#### SEVERANCE PAY

Each laid off employee shall receive severance pay in the amount of one (1) week for each year of service up to a maximum severance of six (6) weeks. In addition, if for any reason the City requests an employee to leave his/her employment before the thirty (30) day notice period has passed, the City shall pay the employee the remainder of his/her salary for the thirty (30) day period.

## HEALTH INSURANCE

For laid off employees, the City will pay the full premium amount for the level of health insurance coverage in force on the date of separation for a period of 12 months. Each employee is eligible to continue group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

If a laid off employee elects to receive the City's payment of premium for twelve (12) months after separation, the benefit will continue until whichever of the following events occurs first.

- Expiration of 12 months from the date of separation.
- Employee becomes covered under any other group health plan as an employee or a dependent. If the laid off employee fails to notify the City of such coverage, the City may immediately terminate group coverage under COBRA and take action to recover the City's costs for the period of time of dual eligibility.
- Employee or covered dependent becomes eligible for Medicare.

The "Election of Benefit" form must be signed and returned to the Personnel/Risk Management office no later than 5:00 p.m. on the final date of employment, or rights to City-paid premium will terminate.

This coverage falls within the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). Coverage beyond the 12 month of City-paid premiums may be continued at employee expense, subject to the guidelines and limitations of the COBRA provisions.

Health insurance coverage is defined to be inclusive of current City health, dental, vision, and EAP insurance programs.

## ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued vacation/annual leave time and any other paid leave, including compensatory time, earned during the course of employment, consistent with the provisions of applicable MOUs and the City Personnel Rules.

## BENEFITS

Any employee receiving notice of layoff who has previously received a benefit, e.g., uniform allowance, shall under no circumstances be required to reimburse the City for the benefit already paid. However, an employee receiving notice of layoff shall not receive a benefit, which is not specifically outlined in this policy or any other City, County, State or Federal policy or Memorandum of Understanding.

## RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for a period of up to thirty-six (36) months from date of layoff for the classification from which the employee was laid off and for those classifications that an employee previously held in regular City service. When using a re-employment list to fill a position in a classification from which layoffs have occurred within the thirty-six (36) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the thirty-six (36) month period, no new employee shall be hired nor shall any employee shall be hired nor shall be employee be promoted to a classification from which layoffs have occurred until all employees on layoff status in that classification have had the opportunity to return to work in that classification. An employee does not jeopardize his/her standing on the employment list by failure to apply for any promotional exam.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of thirty-six (36) months from the date of layoff; or 2) Re-employment with the City; or 3) Failure to accept employment with the City; or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. Mail or email of such interview; or 5) Failure to respond after fourteen (14) days notification by U.S. Mail or email of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in address or phone number.

## RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City re-employment list under the terms of this article within thirty-six (36) months from the date of layoff shall be entitled to: 1) Restoration of regular status or, for employees who have not completed their probationary period, credit for that portion of service which has been completed shall be given; and 2) Restoration of any accrued time lost due to layoff; and 3) Credit for all prior service for the purpose of determining seniority and benefits; and 4) Placement in the same step of the salary range the employee held at the time of layoff.

## APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within five (5) working days after notice of layoff is received, request a meeting with the Fire Chief to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative(s) of his/her choice.

If the employee is not satisfied with the review provided by the Fire Chief, a further review of the application of the layoff policy may be requested by the employee with the Human Resources Director. Review by the City Manager must be requested within three (3) working days of a determination by the Human Resources Director. The City Manager or designee's determination shall be final.

Appeals regarding the layoff policy shall be limited to alleged misapplications of the policy in terms of the following:

- 1) Determination of seniority.
- 2) Determination of an employee's current or prior service in a classification.
- 3) Determination of an employee's classification series.

The parties agree the above article satisfies their meet and confer obligations on the subject of the impacts and effects of layoffs.

## APPENDIX VI: SALINAS FIRE DEPARTMENT UNIFORM POLICY

### **UNIFORM AND OPTIONAL WEAR STANDARDS**

1. Members of the Salinas Fire Department shall not wear any part of the uniform that does not conform to the specifications of this policy. The immediate supervisor is authorized to require the removal of any unauthorized article or item placed on the department's official uniform as well as the wearing of unauthorized and inappropriate uniform specifications.

2. Security of uniforms, badges and insignias is paramount. While on duty personnel shall maintain constant awareness of the location of their uniform to avoid theft or damage. While off duty, personnel shall ensure that their uniform, badge and insignias are secure. Theft or loss of a uniform shall be reported immediately to the battalion chief through the proper chain of command.

3. Definitions:

- A. Full Class A: Authorized uniform - jacket with badge, pants, shirt, tie, hat, belt and appropriate footwear.
- B. Full Class B: Authorized uniform shirt with badge, uniform pants, station or department t-shirt, belt and appropriate footwear. Additional wear such as authorized uniform jackets, quarter zips and hats may be worn.  
The authorized department polo shirt is acceptable wear in place of the uniform shirt. While conducting training classes or attending classes off duty.
- C. Modified Class B: Authorized uniform - pants, belt, appropriate footwear with station or department t-shirt, with or without department sweatshirt, hooded sweatshirt, quarter zip or jacket.
- D. Workout and Optional Wear: Authorized uniform - sweat pants or shorts, station or department t-shirt, quarter zip, sweatshirt, hooded sweatshirt, jacket, cap or beanie, and appropriate footwear.

4. Each department member is responsible for maintaining his/her uniform in a presentable manner. The class B uniform, full or modified, should be similar in color, clean, wrinkle free, and show little to no wear or fading of the fabric. Quarter zip sweatshirt shall be in good condition free from significant fading. Boots should be clean and polished prior to the start of shift.

5. Badges, insignias, nameplates, and belt buckles shall be clean and free of tarnish.

6. Station t-shirts and department caps with engine designators embroidered on them are authorized and are meant to build pride and ownership in the department member's station assignment. With that in mind, station t-shirts and apparatus specific caps are only authorized to wear when currently working on that assigned apparatus (i.e., Engine 1 shirt worn when currently working on Engine 1). Personnel are not authorized to wear a station t-shirt or apparatus specific cap that differs from their daily assignment (i.e., Engine 2 shirt or engine specific cap when assigned to work on Engine 6.) This includes overtime, shift trades or while on a relief assignment. The exception to the wearing the station t-shirt and apparatus specific caps is when personnel are assigned to a temporary relief

assignment that will last less than 12 hours (i.e., Assigned to Engine 1 and having to go to Station 5 for 6 hours for coverage).

7. All personnel shall wear their uniforms with dignity.

8. All personnel will be in the designated proper uniform and ready for duty by 0800 hours.

9. While participating in the department's scheduled workout time of 0900 – 1000 hours, approved workout attire is acceptable between the hours of 0800 to 1000 hours.

10. Optional wear is acceptable after 1730 hours.

11. There will be no walking/lounging around the station in undergarments at any time. The restroom and locker rooms are exempt.

12. Company officers shall inspect uniforms daily. Officers are accountable for ensuring personnel are in compliance of this standard and have the authority to ensure that their personnel replace any of the parts of the uniform that fail to meet the standard.

13. Personnel will be in the full class B uniform for all interactions with the public. (Non-emergency events).

14. Returning from an incident is not an acceptable excuse for not being in full class B uniform while in contact the public (i.e., shopping, etc.).

15. While on or in department property and not in contact with the public, a modified class B is acceptable.

16. The firefighter's work environment may result in the employee getting soiled while on duty, thus the employee should have ready additional uniforms and necessary hygiene articles to allow employees to maintain a high standard of personal hygiene throughout their shift.

17. Members that are attending Salinas Fire Department sponsored classes while on duty shall be in their full class B uniform.

18. Members raising or lowering the flags will be in their full class B uniform.

19. Probationary firefighters will wear their full class B uniforms at all times unless involved in drills or assigned details that may soil or damage their uniform.

20. Salinas Fire department personnel may wear official fire department uniforms (Class A and B), when off duty for miscellaneous events that are fire service related. However, the member must remember that they are representing the Salinas Fire Department and will act professionally.

21. Wearing any part of the uniform for personal gain or while engaged in political activities is prohibited.

22. For all other off duty activities, personnel will get the permission of the fire chief to wear the official uniform.

23. All shirts will be worn tucked in at all times, except when exercising. This includes t-shirts, class B uniform shirts.

24. Uniforms, which are damaged in the line of duty shall be repaired or replaced by the City at no cost to the employee.

## **FULL/MODIFIED CLASS “B” UNIFORM - SUPPRESSION**

### **UNIFORM SHIRT**

The uniform shirt shall either be short or long sleeve, navy blue in color, with two breast pockets with chevron style flaps and shoulder epaulets (Workrite Nomex III Aramid Fire Chief Shirt 700NMX45NB short sleeve and style 705NMX45NB long sleeve, or women’s cuts 701NMX45NB short sleeve and 705NMX45NB long sleeve). The navy blue Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the center of the shoulder epaulet. Paramedics are required to add an additional rocker patch with the word PARAMEDIC directly under the department patch on both sleeves. The long sleeve t-shirt shall not be under a short sleeve uniform shirt.

### **COLLAR INSIGNIA**

Insignias shall be worn by all officers/engineers on each shirt lapel. The insignias shall be the “cut-out” style and display each rank as indicated by the following:

CHIEF	5 crossed trumpets, gold
DEPUTY CHIEF	4 crossed trumpets, gold
BATTALION CHIEF	2 crossed trumpets, gold
CAPTAIN	2 standing trumpets, silver
ENGINEER	Antique Fire Engine, silver, medallion 1”

### **NAMEPLATES**

Shall be gold in color for Chief Officers and silver for all other personnel. Lettering shall be block font with black lettering. Lettering shall be ½ inch. Last names shall be used. Nameplate dimensions are 2½ inches wide by ½ inch tall.

Optional – First name or initial, and/or job title. Job title lettering shall be ¼ inch and shall be centered directly below the name.

Nameplates shall be worn centered to and directly above the right breast pocket.

Salinas Fire Department approved titles:

FIRE CHIEF  
DEPUTY FIRE CHIEF  
BATTALION CHIEF  
EMS OFFICER  
CAPTAIN  
ENGINEER  
FIREFIGHTER  
FIREFIGHTER/PARAMEDIC

### **T-SHIRT**

Navy blue, short or long sleeve t-shirt, with a crew neck and shall be Hanes Beefy Tee. The navy blue t-shirts shall have the lettering as in attachment I on the back of the tee and the image as in attachment II on the front left breast.

A navy blue department t-shirt or station t-shirt will be worn under the class B uniform shirt. No other colors or styles of shirts are allowed.

During the month of October, the PINK department t-shirt is allowed to be worn instead of the navy blue department t-shirt or station t-shirt. Class B shirt does not have to be worn if the pink department t-shirt per department guidelines.

### **TROUSERS**

Navy blue Nomex III, Aramid fiber, 6.5 to 7.5 ounce quarter-cut side pockets and inset style hip pockets, and front permanent crease (Workrite Nomex III Aramid style 400NMX75NB, 401NMX75NB, or 402NMX45NB). Trousers shall be third party certification as recommended by NFPA Standard 1975.

### **BELT**

Black leather basket weave, not less than 1 ¼ inch and not more than two inches wide with a plain silver buckle for suppression personnel. Special buckles may be worn, subject to approval of the Fire Chief.

### **SOCKS**

Black or navy blue in color. White is allowable when worn with high collar or three-quarter boots.

### **FOOTWEAR**

Solid (unperforated) leather or corfam material, black in color. Smooth finish to accept polishing. Toe to be plain or cap toe and shall conform to the contour of the sole. Soles to be not more than ¾ inch thick. Heels shall not be more than 1½ inches thick (measured from

the bottom of the heel to the top of the sole). Laces will be black. Station Class B safety boots will be provided by the City.

## **JACKET**

The following jackets are acceptable:

- Fecheimer – High Command in Black
- Horace Small – New Generation in Black
- Dickies Eisenhower lined – Dark Navy
- Dickies Eisenhower unlined – Dark Navy
- Condor Summit Softshell Jacket – Navy
- 5-11 3-in-1 Parka Dark Navy

The Fecheimer and Horace Small jackets shall be black in color with two front patch pockets and silver buttons. A black one-inch cloth nametag with the last name in silver lettering for Captains, Engineers, and Firefighters shall be sewn above the right front pocket. Optional – First initial may be included with last name. A silver cloth badge or approved SFD metal badge for Captains, Engineers, and Firefighters may be sewn above and centered over the left front pocket. The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered with the shoulder epaulet. NOTE: As these jackets (Fecheimer and Horrace Small) need retiring from service they shall be replaced with one of the remaining jackets: Dickies, Condor or 5-11.

The Dickies jackets shall be dark navy in color. Last name shall be embroidered in white block lettering above the right breast. Letters shall be 12 mm. Optional – First initial may be included with last name. The navy blue Salinas Fire Department approved patch shall be worn on the left sleeve. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered with the shoulder seam. The United States flag will be embroidered on the right sleeve centered to the shoulder seam, with the stars on the right, facing forward. The SALINAS FIRE logo, as in attachment III, will be embroidered on the left breast.

The Condor Summit Softshell jacket shall be navy in color. The PVC navy blue Salinas Fire Department patch shall be worn on the left Velcro shoulder patch panel. The PVC United States full color flag shall be worn on the right Velcro shoulder patch panel, with stars on the right, facing forward.

The 5-11 3-in-1 Parka shall be navy in color. The PVC navy blue Salinas Fire Department patch shall be worn on the left shoulder patch panel. The PVC United States full color flag shall be worn on the right shoulder patch panel, with the stars on the right, facing forward.

## **WORKOUT AND OPTIONAL WEAR**

### **T-SHIRTS, SWEATSHIRTS, SHORTS, AND SWEATPANTS**

Station t-shirts will be allowable, but are susceptible to rules in the Uniform and Optional Wear Standards. Station t-shirts shall be navy blue, short or long sleeve t-shirt, with a crew neck and shall be Hanes Beefy Tee. The navy blue t-shirts shall have the image as in attachment II on the front left breast and the approved station design on the back of the shirt, as in attachment VI.

Navy blue polo shirt will be allowable to wear in place of the Class B uniform shirt on weekends and holidays. The polo shirt will also be acceptable during instructing and attending classes at other departments.

The polo shirt shall be embroidered with the seal as in attachment VII. Last name shall be embroidered in white block lettering above the right breast. Letters shall be 12 mm. Optional – First initial may be included with last name. The following polo shirt is acceptable:

GAME Sportswear 8120 Station Polo Shirt in Navy Blue

Navy blue long sleeved pullover or zippered sweatshirt with a crew neck or hood. These sweatshirts shall have the same lettering and logo design as the t-shirt, front and back as shown in attachments I and II. Note: These sweatshirts are not for public contact- reference Uniform and Optional Wear Standards. The acceptable style is Hanes Ultimate Cotton, HF260 and HF280.

In addition, a quarter zip style sweatshirt is also approved. The quarter zip sweatshirt shall have lettering embroidered over the left front breast as shown in attachment III. The image as in attachment IV shall be embroidered on the left sleeve centered to the shoulder seam. The United States flag will be worn on the right sleeve centered to the shoulder seam, with the stars on the right, facing forward. Optional – Last name may be embroidered in white block lettering above the breast pocket seam. First initial may accompany last name. Letters shall be 12 mm. NOTE: The quarter zip style sweatshirt is allowable wear for public contact. The following quarter zip sweatshirt is acceptable:

GAME Sportswear 870-T in Navy Blue

Sweatpants shall be Port and Company, navy blue in color and shall have the approved logo design (attachment II) positioned on the left thigh. The uniform committee may change the brand as availability changes.

Workout shorts shall be Port Authority, navy blue in color and have the approved logo design (attachment II) positioned on the left thigh. The uniform committee may change the brand as availability changes.

## **SOCKS**

White socks are allowable with optional attire under Standards #11 and 12.

## **HATS**

Midnight blue baseball cap – The cap shall be embroidered as in attachment VIII to be centered above the bill. Optional – Last name may be embroidered in white block lettering on the back of the hat to be centered on the back of the hat. First initial may accompany last name. Letters shall be 12 mm. Apparatus name and number, as in attachment V, may be embroidered on the back of the hat to be centered on the back of the hat, with letters to be 12 mm and with numbers to be 20 mm. These hats will be subject to the Uniform and Optional Wear Guidelines. The following hats are acceptable:

Flexfit/Yupoong 6477  
Richardson model 500s5 fitted  
Richardson adjustable model

Beanie/Stocking cap – is acceptable to be worn around the station and while working in inclement weather. This shall include after structure fires or times of heavy exertion. This optional headwear is not acceptable to be worn as a normal part of the Class B uniform or while in public. The beanie/stocking cap shall be embroidered as in attachment VIII. The 8 or 12 inch style is acceptable. The following beanie/stocking caps are acceptable:

Yupoong 1800FK and 1501KC

Boonie Hat – is acceptable to be worn around the station and while in inclement weather, as a sun protectant, or during training. This hat will also be allowed during out of county or extended incidents in county, such as wildland incidents and search and rescue assignments. This optional headwear is not acceptable to be worn as a normal part of the Class B uniform or while in public. The boonie hat shall be embroidered as in attachment VIII. The following boonie hat is acceptable:

Propper Boonie Hat in Dark Navy

## **FULL CLASS “A” UNIFORM- ADMINISTRATION**

### **OPTIONAL WEAR FOR SUPPRESSION CAPTAINS, ENGINEERS, AND FIREFIGHTERS**

The Salinas Fire Department began transitioning to a new specification on April 10, 2014. The newly adopted specification will be listed here. The Class A uniform is optional required for Captains, Engineers, and Firefighters. The following uniform policy will apply to all sworn personnel, regardless of rank.

The Dress Uniform for the Salinas Fire Department shall be:

## COAT - FORMAL

<b>STYLE</b>	Double Breasted (Flying Cross #34892)
<b>MATERIAL</b>	13-13.5oz 55/45 Polyester/Wool, Serge
<b>COLOR</b>	Navy Blue
<b>LINING</b>	Fully Lined
<b>POCKETS</b>	Inside Breast
<b>BADGE TAB</b>	Cloth on Left Breast
<b>BUTTONS</b>	6 Button Front
<b>PATCH</b>	The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the shoulder seam.

### BUTTONS

Fire Chief	F.D. wreath, gold
Deputy Chief	F.D. wreath, gold
Battalion Chief	F.D. wreath, silver
Engineer	F.D. wreath, silver
Firefighter	F.D. wreath, silver

### COLLAR INSIGNIA

Fire Chief	5 crossed trumpets, gold, medallion 1”
Deputy Chief	4 crossed trumpets, gold, medallion 1”
Battalion Chief	2 crossed trumpets, gold, medallion 1”
Captain	2 standing trumpets or standing axes, silver, medallion 1”
Engineer	Antique fire engine, silver, medallion 1”

### BRAID

Braid material shall be gold for Chief Officers, silver for Captains and black for engineers and firefighters. Braids shall be sewn to the outer half of each sleeve and shall extend from seam to seam. The lower edge of the braid shall be four inches above the lower edge of the sleeve. When there is more than one braid, they shall be ¼ inch apart.

Fire Chief	Coat to have four - ½ inch gold braids
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Deputy Chief	Coat to have three -	½ inch gold braids
Battalion Chief	Coat to have two -	½ inch gold braids
Captains	Coat to have two -	½ inch silver braids
Engineers	Coat to have two -	½ inch black braids
Firefighters	Coat to have one -	½ inch black braid

**SERVICE YEARS (MALTESE CROSS)**

All personnel shall have one maltese cross for each five years of service on the left sleeve, ½ inch above the top braid. The maltese cross shall be gold for Chief Officers and silver for suppression personnel. The maltese cross can either be embroidered directly on the sleeve, embroidered “button style” attached to the sleeve, or cut-out maltese pin attached to the sleeve. Service years are the total number of years within the fire service (paid and volunteer). Exception: The past Class A specification detailed service stars instead of maltese crosses. If stars have been sewn on prior to the adoption of this specification, stars will be acceptable to continue throughout one’s career.

**UNIFORM SHIRT**

Shall be either short or long sleeve, flat front, white in color, with two breast pockets with flaps and epaulets, Flying Cross #45W6600(LS) or 95R6600(SS). The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the shoulder epaulet.

**COLLAR INSIGNIA**

Insignias shall be worn by all officers/engineers on each shirt lapel. The insignias shall be the “cut-out” style and display each person’s rank as indicated by the following:

Fire Chief	5 crossed trumpets, gold
Deputy Chief	4 crossed trumpets, gold
Battalion Chief	2 crossed trumpets, gold
Captain	2 standing trumpets, silver
Engineer	Antique Fire Engine, silver, medallion 1”

**NAME PLATES**

Nameplates for the class A uniform shall meet the same requirements as the class B nameplates.

**TIE**

Black four-in-hand or clip-on tie.

Chief Officers	Gold tie tack (pin or clasp)
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Suppression Personnel Silver tie tack (pin or clasp)

**TROUSERS**

To be made of the same material as the coat, 13-13.5 oz, 55/45, Polyester/Wool, Serge, navy blue fabric. (Flying Cross # 32278 or 34291).

**BELT**

Black leather basket weave, not less than 1¼” and not more than 2” wide with a plain, square gold buckle for Chief Officers and plain, square silver buckle for all other personnel. Special buckles may be worn subject to approval of the Fire Chief.

**SOCKS**

Black or navy blue in color.

**FOOTWEAR**

Solid (unperforated) leather or patent leather, black in color. Smooth finish to accept polishing. Toe to be plain or cap toe and shall conform to the contour of the sole. Soles to be not more than ¾ inch thick, heels shall be not more than 1½ inches thick (measured from the bottom of the heel to the top of the sole). Shoelaces shall be black in color.

**CAP**

Bell Style Cap. The cap shall be Hankins Brothers Adjust-a-Cap. The cap material shall be of the following:

- |                  |   |
|------------------|---|
| Fire Chief       | White vinyl top, white vinyl headband Model 5-2-1<br>Black visor, gold metal strap, gold F.D. buttons, five trumpet gold medallion 1 5/8” size.   |
| Deputy Chief     | White vinyl top, white vinyl headband Model 5-2-1<br>Black visor, gold metal strap, gold F.D. buttons, four trumpet gold medallion 1 5/8” size.   |
| Battalion Chiefs | White vinyl top, white vinyl headband Model 5-2-1<br>Black visor, gold metal strap, gold F.D. buttons, two trumpet gold medallion 1 5/8” size.  |
| Captains         | White leatherette or vinyl top, white leatherette or vinyl headband, Model 5-2-1 Black visor, silver metal strap with silver F.D. buttons, two standing trumpets or two standing axes silver medallion 1 5/8” size. |

Engineers	Navy blue polyester/wool serge top, navy blue polyester/wool serge headband, Model 5-1-1. Black visor, black strap with silver F.D. buttons, antique fire engine silver medallion 1 5/8" size.
Firefighters	Navy blue polyester/wool serge top, navy blue polyester/wool serge headband, Model 5-1-1. Black visor, black strap with silver F.D. buttons, firefighter scramble silver medallion 1 5/8" size.

**HONOR GUARD**

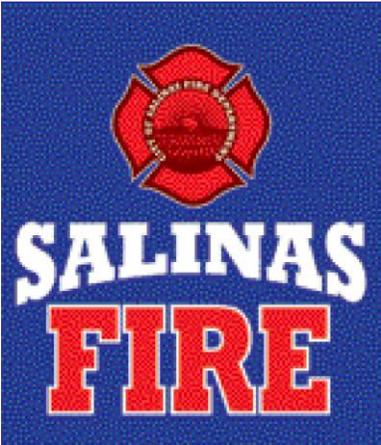
It is understood that the Salinas City Fire Department Honor Guard has their own class A specification that is unique to their group. The Honor Guard has their own specifications for an Honor Guard t-shirt and shirt. Their specifications fulfill the requirements set forth by this document.

NOTE: ANY CHANGES TO THIS POLICY NEED TO BE PRESENTED TO THE LABOR MANAGEMENT COMMITTEE FOR APPROVAL.

Attachment I: Uniform T-Shirt Back



Attachment II: Uniform T-shirt Front



Attachment III: Class B Dickies Jacket



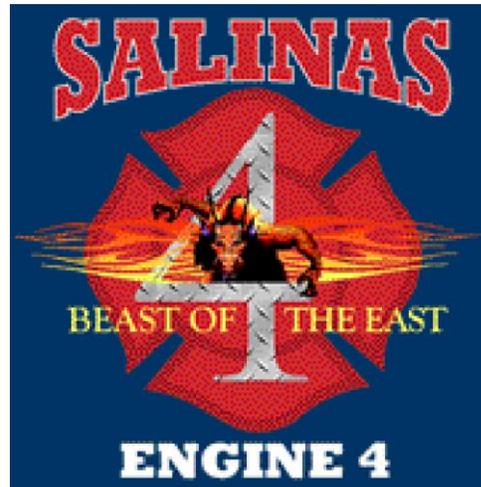
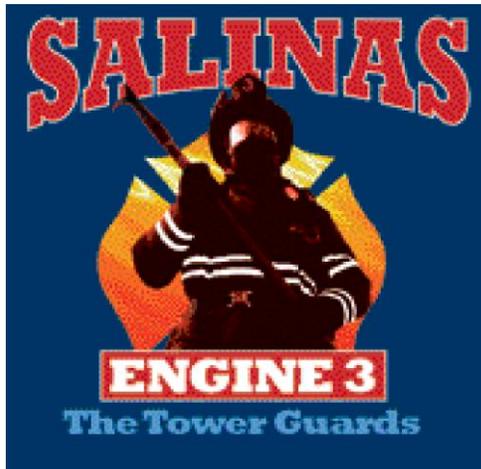
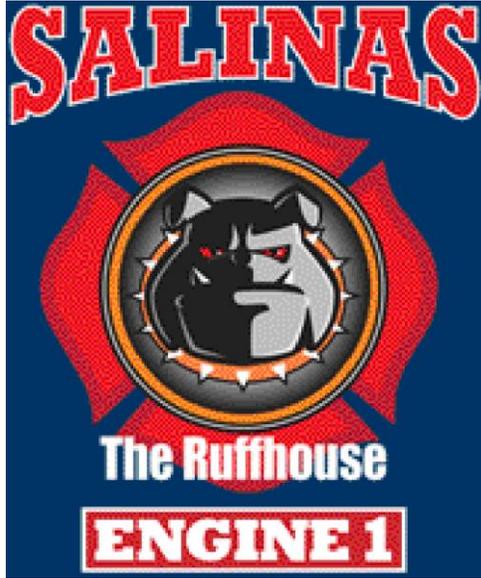
Attachment IV: Quarter Zip Work Shirt



Attachment V: Optional Embroidery for Hat Backs



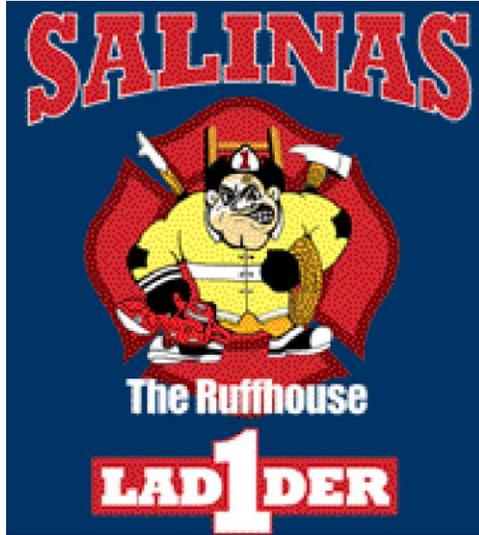
Attachment VI: Approved Station T-Shirt Backs



Attachment VI: Approved Station T-Shirt Backs (continued)



Attachment VII: Polo Shirt



## APPENDIX VII: SHIFT BID PROCESS

The Shift Bid process will be conducted every two years. It will start on October 1, 2010 and be done every even year.

The following parameters: A Shift Bid Committee will consist of the three (3) contact persons, the Fire Chief or designee and the Union President. Shift bids are seniority based coupled with the operational needs of the department. Seniority is defined as date of promotion within the rank, not date of hire.

Selection order shall be – (1st) Captains, (2nd) Engineers, and followed by (3rd) Firefighters. One contact person will be assigned by the Union to contact Captains, one contact person will be assigned by the Union to contact Engineers, and one contact person will be assigned by the Union to contact Firefighters. The contact person will not be assigned to call members of their rank.

The operational needs of the department are:

Hazardous Material Response Team Members – Six (6) team members per shift and Team Leaders will be evenly distributed on platoons.

NFRIS Checkers – One (1) NFRIS checker per platoon.

Station 3 – One (1) PTC per platoon. All members bidding this station need a strong commitment to training and assisting the PTC.

Mobile Communications/Command Vehicle – Station 5 with one (1) Program Manager. All personnel assigned to Station 5 will be required to support the demands of this new resource.

Paramedics – Medics will bid according to seniority and will be evenly distributed across platoons, which is currently nine (9) per platoon. Medics cannot bid the truck.

Mechanics – Two (2) mechanics per platoon and will be assigned to Station 1.

Air Mask Technician – One (1) assigned per platoon.

The authorized numbers of suppression firefighters will be evenly distributed on the platoons. Forty-hour personnel will have a shift bid. If the forty-hour individual returns to the line, their shift bid will be honored. The person filling the forty-hour shift bid selection will be reassigned by the Battalion Chief and/or Fire Chief based on operational need. Personnel transfers will occur in January in accordance with the 24-day FLSA work period.

APPENDIX VIII: CLASSIFICATION – SALARY SCHEDULE

