

Letter of Agreement #2
Between City of Colton and
The Colton Fire Fighters Association

RE: Temporary Paramedic Squad and Christmas and Vacation Staffing

WHEREAS, the City of Colton ("CITY") and the Colton Fire Fighters Association ("CFFA") were parties to a Memorandum of Understanding ("MOU") that is in effect from January 1, 2021 to June 30, 2024;

WHEREAS, the CITY is experiencing significant vacancies in the Fire Department safety personnel due to attrition, as well as on-the-job injuries;

WHEREAS, the CITY is requiring a high level of force hires of personnel in all ranks of the Fire Department to maintain staffing;

WHEREAS, a reduction in available Fire Department personnel may negatively impact the City's ability to provide the necessary fire services to the community;

WHEREAS, the CITY and CFFA wish to enter into a Letter of Agreement that, notwithstanding any conflicting terms of the MOU as extended by the LOA, will temporarily permit the staffing of a paramedic squad when there is not sufficient staffing for a paramedic engine or truck and clarify 48/96 Christmas Language and primary and secondary vacation or holiday leave.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City may temporarily place a paramedic squad in service due to staffing shortages caused by excessive vacancies. Should the City choose to temporarily reinstate the operation of a paramedic squad due to staffing shortages, the City agrees to minimum staff assignment as follows so long as one trained Paramedic of any rank is assigned to that unit. Any out-of-rank Paramedic assignment to a paramedic squad will be voluntary:

Squad

2 – Personnel of any rank (Firefighter, Engineer or Captain) with at least one being a Paramedic

2. Article V, Section 2: 48/96 Christmas Language

In the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the proceeding shift (relief shift) as follows:

The entire affected shift will work on December 22 and December 25, the entire relief shift will work December 23 and December 24.

These changes will be considered regular workdays for the shifts and are subject to normal Fire Department practices regarding leave requests, shift trades, etc.

In the event a vacancy occurs during Christmas Eve or Christmas Day, the vacancy shall be filled first by the individual with the lowest overtime hours of the shift that is off duty for both days. If no one from the off-duty shift is available, then an employee working either shift with the lowest hours will be forced.

3. Article V, Section 3, A. Definitions

PRIMARY AND SECONDARY VACATION OR HOLIDAY: Employees may designate any vacation or holiday period as a primary or secondary vacation or holiday. Each employee is allowed only one (1) primary and one (1) secondary leave per calendar year. Primary and secondary leaves shall be covered by force hiring personnel if necessary, however, an employee off on primary or secondary leave shall not be subject to being force hired. Primary and secondary leaves shall be a minimum of 24 hours. All primary and secondary vacation must be approved by an employee's supervisor.

Personnel on primary or secondary vacation will be force-hire protected four (4) days before and four (4) days after vacation or holiday time taken, with the exception of the holidays outlined in Article V, Section 3, B. Holidays. Vacation, floating holiday, and shift trade hours can be used as primary or secondary leave without being subject to force-hire recall during said vacation. An individual can voluntarily work shifts during the duration of primary or secondary vacation without cancellation of their primary and secondary force-hire recall protection. Primary and secondary vacation must originate with vacation or floating holiday hours. Shift trades can be used to augment time-off not in excess of 48 hours per each primary or secondary vacation.

4. Notwithstanding the date of execution of this Letter of Agreement, its terms shall be in effect from July 25, 2022, through June 30, 2024 .


WE AGREE TO THE ABOVE:

CITY OF COLTON



William R. Smith
City Manager
July 26, 2022
Date

COLTON FIRE FIGHTERS ASSOCIATION



Tom DeBellis
CFFA President
7-25-22
Date