



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: May 30, 2024

Approved

Date

5/31/24

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 230 (IAFF) FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2027

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City of San José and the International Association of Fire Fighters, Local 230 (IAFF) for the term of July 1, 2024 through June 30, 2027, and authorizing the City Manager or her designee to execute the agreement with those terms.

SUMMARY AND OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City and IAFF and authorize the City Manager or her designee to execute an agreement with a term of July 1, 2024, through June 30, 2027.

BACKGROUND

The City of San José's collective bargaining agreement with IAFF will expire on June 30, 2024. IAFF currently represents approximately 717 full-time equivalent positions. This unit includes employee job classifications such as Firefighter, Fire Engineer, Fire Captain, Battalion Chief, Arson Investigator, and Fire Prevention Inspector.

In January 2024, negotiations with IAFF on a successor agreement commenced, and on or about May 24, 2024, the City and IAFF reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement between the City and IAFF.

The Tentative Agreement on a successor Memorandum of Agreement is pending ratification by the IAFF membership. IAFF will notify the City of the ratification results prior to the June 11, 2024, City Council meeting.

ANALYSIS

A complete copy of the Tentative Agreement is **attached**. The following is a summary of key provisions of the Tentative Agreement.

Term July 1, 2024, through June 30, 2027

Pensionable General Wage Increase Fiscal Year 2024-2025
6.00% general wage increase effective June 23, 2024, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by 6.00%. This will result in both the top and bottom step of the pay range being increased by approximately 6.00%.

Fiscal Year 2025-2026
4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 4.00%. This will result in both the top and bottom step of the pay range being increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 1.00%. This will result in both the top and bottom step of the pay range being increased by approximately 1.00%.

Fiscal Year 2026-2027
3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 3.50%. This will result in both the top and bottom step of the pay range being increased by approximately 3.50%.

If the revised Five-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, for employee holding positions in classifications assigned to IAFF shall be 4.00%

Paramedic Training Pay Incumbents in the Firefighter classification who are licensed as Paramedics and who serve as front line paramedics and are assigned by the Fire Chief, or their designee, to train IAFF-represented staff as front line paramedics shall be eligible for additional pay equal to approximately 5.00% of the employee's current rate of pay for each

Paramedic Training Pay (Continued) hour the employee is assigned and is actually engaged in one-on-one training of the front line paramedic trainee.

Support Paramedics The City may assign up to a maximum of one hundred forty-seven (147) support paramedics. If a support paramedic fails to complete the required number of patient contact reports in any given calendar quarter, he or she shall not receive Support Paramedic premium pay until the beginning of the first payroll pay period after he or she completes at least three (3) patient contact reports in a calendar quarter.

- If front line paramedic staffing is less than 90 personnel, the minimum number of Support Paramedic positions shall be 90.
- If front line paramedic staffing is between 90 – 99 personnel, the minimum number of Support Paramedic positions shall be 80.
- If front line paramedic staffing is between 100 – 109 personnel, the minimum number of Support Paramedic positions shall be 70.
- If front line paramedic staffing is more than 110 personnel, the minimum number of Support Paramedic positions shall be 60.

Currently, there is a minimum staffing level of 60 Support Paramedics.

Special Operations – Alternate Personnel All Alternate Personnel shall be paid \$50.00 (currently \$25.00) anytime they are assigned to a HIT or USAR primary apparatus (or cross-staffed apparatus) or task force Engine Company for four (4) or more hours during one 24 (twenty-four) hour shift. This includes overtime shifts and shift trades.

Aircraft Rescue and Fire Fighting (ARFF) Personnel Pay All Assigned Personnel to ARFF shall receive an ARFF Personnel Pay equivalent to 2.5% during each biweekly pay period of such assignment.

All Assigned Personnel may have shift trades with each other within their discipline without premium pay implications.

All Alternate Personnel shall be paid \$50.00 anytime they are assigned to ARFF in lieu of an Assigned Personnel for four (4) or

Aircraft Rescue and Fire Fighting (ARFF) Personnel Pay (Continued)	more hours during one 24 (twenty-four) hour shift. This includes overtime shifts and shift trades.
Health-In-Lieu	Effective as soon as practicable on or after June 23, 2024, employees who qualify for and participate in the payment-in-lieu of health insurance program will receive \$102.00 (currently \$89.09) per pay period for single rate.
City-Paid Parental Leave	<p>For eligible births, adoptions, or foster care placements that occur on or after June 23, 2024:</p> <ul style="list-style-type: none">• Full-time employees who work a 40-hour schedule will receive a maximum total of three hundred and twenty (320) hours of paid time off and shall be eligible to use up to a maximum total of one hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.• Full-time employees who work a 56-hour schedule will receive a maximum total of four hundred and forty-eight (448) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and sixty-eight (168) hours of their available sick leave for City-Paid Parental Leave reasons.• Employees with a City-Paid Parental Leave entitlement who transition between the 40-hour and 56-hour work schedules will have their remaining City-Paid Parental Leave and applicable sick leave converted to the appropriate rate.• City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.
Administrative Assignments for Arson Investigators	Employees in the Arson Investigator (2328) classification assigned to forty (40) hours per week position shall receive Administrative Assignment Incentive Pay in the amount of \$36.00 per pay period.
Sick Leave	Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.05515 (currently 0.04688) for employees assigned to twenty-four (24) hour shifts.

Vacation Leave

Employees assigned to a forty (40) hour work week will receive the following vacation accrual:

Hours of Vacation	
Years of Service	Per twenty-six (26) pay periods cycle
First 5 years	80 hours
6 th – 10 th year	120 hours
11 th – 12 th year	136 hours
13 th – 14 th year	152 hours
15 th – 20 th year	200 hours
21 st – 24 th year	222 hours
25 th year or more	240 hours

Employees assigned to fifty-six (56) hour work week will receive the following vacation accrual:

Hours of Vacation	
Years of Service	Per twenty-six (26) pay periods cycle
First 5 years	120 hours (five full shifts)
6 th – 10 th year	168 hours (seven full shifts)
11 th – 12 th year	192 hours (eight full shifts)
13 th – 14 th year	216 hours (nine full shifts)
15 th – 20 th year	288 hours (twelve full shifts)
21 st – 24 th year	312 hours
25 th year or more	336 hours

Drug and Alcohol Testing

Within three (3) months of Council approval of a successor memorandum of agreement in open session, all active IAFF-represented employees must submit to mandatory drug and alcohol testing administered by the City or a third-party administrator.

Any IAFF-represented employee who is on leave and is unable to submit to mandatory drug and alcohol testing within three (3) months of Council approval of a successor memorandum of agreement in open session, must submit to mandatory drug and alcohol testing administered by the City or a third-party administrator prior to their first work shift.

Any external hire into an IAFF-represented position must submit to mandatory drug and alcohol testing prior to the commencement of their employment as a condition of employment.

Drug and Alcohol Testing (Continued) Effective July 1, 2024, all bargaining unit members shall be subject to random drug and alcohol testing.

Television Training In each station where the employees' television set is used to view televised training programs sponsored by the Department, and/or monitored to maintain local situational awareness (i.e. news, weather, etc.), the City will pay no more than \$200.00 (currently \$100.00) per fiscal year for any single station for the cost of cable/media services and/or for the purchase of new television equipment.

New Hire Residency Requirement As a condition of employment, all employees hired on or after January 1, 2017, shall reside within one hundred and eighty (180) minutes (currently one hundred and twenty (120) minutes) travel time from the nearest City of San Jose fire station.

Optional Kelly Work Schedule Pilot Program During the term of the successor MOA the Fire Chief may, upon the request of an employee, assign the employee to work a “Kelly” (“3’s and 4’s”) schedule.

Side Letter Agreements The parties agree to continue discussions during the term of the successor MOA regarding:

- Cancer screenings;
- The hiring and promotion process, to the extent that a given change is subject to the meet and confer process;
- The use of funding for specialized training and treatment programs related to the Employee Assistance Program;
- Schedules and living arrangements for IAFF-represented employees; and
- Higher class pay assignments into the rank of Fire Captain.

EVALUATION AND FOLLOW-UP

No further follow-up action with the City Council is expected at this time.

COST SUMMARY/IMPLICATIONS

The cost of the 6.00% general wage increase effective June 23, 2024 is approximately \$8.5 million in all funds, of which \$8.45 million is in the General Fund. These total increased costs will be offset by a decrease in the Salaries and Benefits Reserve or an alternative funding source; the recommended budget actions will be brought forward for City Council approval as part of a future 2024-2025 budget process. These costs are not inclusive of any potential increase to the

Police and Fire Department Retirement Plan's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Police and Fire Board, which would occur at the earliest in Fiscal Year 2025-2026. The ongoing costs will be factored into the annual development of the Base Budget.

The maximum ongoing costs related to Paramedic Training Pay, Support Paramedic Minimum Staffing, Alternate Personnel Pay for Special Operations, ARFF Personnel Pay, Health-in-Lieu, Administrative Assignments for Arson Investigators, Vacation Leave, and Television Training is approximately \$354,000 in all funds, all of which is in the General Fund. These costs incurred in Fiscal Year 2024-2025 will be absorbed, to the extent possible, within the departments' existing budgets. The ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 4.00% general wage increase effective Fiscal Year 2025-2026, and the additional 1.00% general wage increase effective January 2026 is approximately \$6.8 million in all funds, of which \$6.7 million is in the General Fund. These costs are not inclusive of any potential increase to the Police and Fire Department Retirement Plan's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Police and Fire Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2026-2027. These ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 3.50% general wage increase effective Fiscal Year 2026-2027 is approximately \$5.49 million in all funds, of which \$5.46 million is in the General Fund. These costs are not inclusive of any potential increase to the Police and Fire Department Retirement Plan's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Police and Fire Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2027-2028. These ongoing costs will be factored into the annual development of the Base Budget.

COORDINATION

This memorandum was coordinated with the City Attorney's Office and the City Manager's Budget Office.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the June 11, 2024 City Council meeting.

HONORABLE MAYOR AND CITY COUNCIL

May 30, 2024

Subject: Approval of the Terms of an Agreement with the International Association of Fire Fighters, Local 230 (IAFF) for the term of July 1, 2024, through June 30, 2027

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COMMISSION RECOMMENDATION AND INPUT

No commission recommendation or input is associated with this action.

CEQA

Not a Project, File No. PP17-010, City Organizational and Administrative activities resulting in no changes to the physical environment.

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.



JENNIFER SCHEMBRI
Director of the City Manager's Office of
Employee Relations
Director of Human Resources

The principal author of this memorandum is Bill Gold, Senior Executive Analyst in the City Manager's Office of Employee Relations. For questions, please contact Jennifer Schembri, Director of the City Manager's Office of Employee Relations and Director of Human Resources, at (408) 535-8150.

ATTACHMENT – IAFF Tentative Agreement

2024 CITY OF SAN JOSÉ – IAFF NEGOTIATIONS TENTATIVE AGREEMENT

TERM

- July 1, 2024 – June 30, 2027

WAGES

- Fiscal Year 2024-2025

6.00% general wage increase effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 6.00%.

- Fiscal Year 2025-2026

4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026. Effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 1.00%.

- Fiscal Year 2026-2027

3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027. Effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, the general wage increase effective the first full pay period of Fiscal Year 2026-2027, for employees holding positions in classifications assigned to IAFF shall be 4.00%.

WAGES AND SPECIAL PAY

- Administrative Assignment Pay for Arson Investigators – See Attached
- Paramedic Training Pay – See Attached
- Support Paramedics – See Attached
- Special Operations – See Attached
- ARFF Premium Pay – See Attached

BENEFITS

- Health in Lieu for Single Only – See Attached

2024 CITY OF SAN JOSÉ – IAFF NEGOTIATIONS
TENTATIVE AGREEMENT

LEAVES

- City-Paid Parental Leave – See Attached
- Vacation Leave – See Attached
- Sick Leave – See Attached

OTHER

- Rehired Retiree Program – See Attached
- Drug and Alcohol Testing – See Attached
- Overpayments of Compensation – See Attached
- Television Training – See Attached
- Vacancy Backfilling – See Attached
- Metrics and Residency Requirement – See Attached

HOUSEKEEPING

- Housekeeping – Bereavement Leave – See Attached
- Housekeeping – Sick Leave – See Attached
- Housekeeping – Bilingual Pay – See Attached

SIDE LETTER AGREEMENTS

- Cancer Screenings – See Attached
- Hiring and Promotion Process – See Attached
- Specialized Training – Employee Assistance Program – See Attached
- Schedules and Living Arrangements – See Attached
- Higher Class Pay Assignments – See Attached
- Optional Kelly Work Schedule Pilot Program – See Attached

CONTINUATION OF SIDE LETTER AGREEMENTS

The Side Letter Agreements listed below will remain in effect through June 30, 2027:

- [Lateral Firefighter Paramedic Hiring Incentive Pilot Program and Paramedic Service Agreement](#) (April 17, 2023)
- [Wellness Program](#) (November 7, 2018)
- [Squad Program](#) (November 7, 2018)

OTHER TERMS

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reach and both ratified by union members and approved by City Council.*

FOR THE CITY:

 5/24/2024
 Jennifer Schembri Date
 Director of Employee Relations
 Director of Human Resources

FOR THE UNION:

 5/23/24
 Matt Tuttle Date
 President, IAFF, Local 230

CITY PROPOSAL TO IAFF – ADMINISTRATIVE ASSIGNMENT FOR THE ARSON INVESTIGATOR CLASSIFICATION

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.5 Administrative Assignment Incentive Pay. The City and Union acknowledge that certain employees represented by the Union are needed to staff forty (40) hour per week assignments and that, while assigned to such duties, these employees are limited in their ability to work Minimum Staffing, are not eligible for FLSA overtime based on their regular work schedule and do not receive the work schedule advantages afforded to those employees on twenty-four (24) hour shift assignments. Therefore, effective October 7, 2018, the City agrees to provide Administrative Assignment Incentive Pay in the amount of approximately ten percent (10%) of the employee's base salary per pay period, to those employees regularly assigned to forty (40) hours per week administrative assignments. This pay is non-pensionable. Employees on administrative assignment will no longer be eligible for Special Operations Pay and Support Paramedic Pay. Employees on administrative assignment will continue to receive all other incentive and premium pays for which they are qualified.

5.5.1 Employees in the Fire Prevention Inspector ~~classification~~ (Job Code 2326) and Arson Investigator (Job Code 2328) classifications assigned to forty (40) hours per week positions shall receive Administrative Assignment Incentive Pay in the amount of \$36.00 per pay period.

CITY PROPOSAL TO IAFF – PARAMEDIC TRAINING PAY

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.8 Paramedic Training Pay. Incumbents in the Firefighter classification who are licensed as Paramedics and who serve as front line paramedics and are assigned by the Fire Chief, or their designee, to train IAFF-represented staff as front line paramedics shall be eligible for additional pay equal to approximately five percent (5.00%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of the front line paramedic trainee.

CITY COUNTERPROPOSAL TO IAFF – PARAMEDIC TRAINING PAY

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.4.3 Paramedic premium pay for support paramedics shall be an amount equal to eight percent (8.0%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary.

5.4.3.1 The City may assign up to a maximum of one-hundred forty-seven (147) support paramedics ~~and a minimum of sixty (60) available Support Paramedic positions for employees to fill~~. If a support paramedic fails to complete the required number of patient contact reports in any given calendar quarter, he or she shall not receive Support Paramedic premium pay until the beginning of the first payroll pay period after he or she completes at least three (3) patient contact reports in a calendar quarter.

5.4.3.1.1 If front line paramedic staffing is less than 90 personnel, the minimum number of Support Paramedic positions shall be 90.

5.4.3.1.2 If front line paramedic staffing is between 90 – 99 personnel, the minimum number of Support Paramedic positions shall be 80.

5.4.3.1.3 If front line paramedic staffing is between 100 – 109 personnel, the minimum number of Support Paramedic positions shall be 70.

5.4.3.1.4 If front line paramedic staffing is more than 110 personnel, the minimum number of Support Paramedic positions shall be 60.

CITY COUNTERPROPOSAL TO IAFF – SPECIAL OPERATIONS

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.2 Special Operations.

5.2.2 HIT and USAR Personnel Pay

5.2.2.1 All Assigned Personnel shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%), during each biweekly pay period of such assignment.

5.2.2.2 All Alternate Personnel shall be paid \$~~2550~~.00 anytime they are assigned to a HIT or USAR primary apparatus (or cross-staffed apparatus) or task force Engine Company for four (4) or more hours during one 24 (twenty-four) hour shift. This includes overtime shifts and shift trades.

CITY COUNTERPROPOSAL TO IAFF – ARFF PREMIUM PAY

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY5.X Aircraft Rescue and Fire Fighting (ARFF) Personnel Pay

5.X.1 All Assigned Personnel to ARFF shall receive an ARFF Personnel Pay equivalent to 2.5% during each biweekly pay period of such assignment.

5.X.2 All Assigned Personnel may have shift trades with each other within their discipline without premium pay implications.

5.X.3 All Alternate Personnel shall be paid \$50.00 anytime they are assigned to ARFF in lieu of an Assigned Personnel for four (4) or more hours during one 24 (twenty-four) hour shift. This includes overtime shifts and shift trades.

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CITY PROPOSAL TO IAFF – PAYMENT IN LIEU OF HEALTH INSURANCE

City Proposed Language:

ARTICLE 6 INSURANCE BENEFITS

6.5 Payment-In-Lieu Of Health And/Or Dental Insurance Program.

6.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.

6.5.2 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period.

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09 <u>102.00</u>	\$19.95

CITY PROPOSAL TO IAFF – CITY-PAID PARENTAL LEAVE

City Proposed Language:

ARTICLE XX CITY-PAID PARENTAL LEAVE

XX.1 City-Paid Parental Leave. The Paid-Parental Leave Program is part of the City's Administrative Policy Manual.

For eligible births, adoptions, or foster care placements that occur on or after the first full pay period following City Council approval of a successor Memorandum of Agreement between the City and IAFF, Local 230 in open session:

XX.1.1 Full-time employees who work a 40-hour schedule will receive a maximum total of three hundred and twenty (320) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

XX.1.2 Full-time employees who work a 56-hour schedule will receive a maximum total of four hundred and forty-eight (448) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and sixty-eight (168) hours of their available sick leave for City-Paid Parental Leave reasons.

XX.1.3 Employees with a City-Paid Parental Leave entitlement who transition between the 40-hour and 56-hour work schedules will have their remaining City-Paid Parental Leave and applicable sick leave converted to the appropriate rate.

XX.1.4 City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

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CITY COUNTERPROPOSAL TO IAFF – VACATION LEAVE

City Proposed Language:

ARTICLE 25 VACATIONS

25.1 Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

25.1.1 Employees assigned to a forty (40) hour work week:

Years of Service	Hours of Vacation per twenty six (26) pay periods cycle
First 5 years	80 hours
6th - 10th year	120 hours
11th - 12th year	136 hours
13th - 14th year	152 hours
15th - 20th year or more	200 hours
<u>21st - 24th year</u>	<u>222 hours</u>
<u>25th year or more</u>	<u>240 hours</u>

25.1.2 Employees assigned to fifty-six (56) hour work week:

Years of Service	Hours of Vacation per twenty six (26) pay periods cycle
First 5 years	120 hours (five full shifts)
6th - 10th year	168 hours (seven full shifts)
11th - 12th year	192 hours (eight full shifts)
13th - 14th year	216 hours (nine full shifts)
15th - 20th year or more	288 hours (twelve full shifts)
<u>21st - 24th year</u>	<u>312 hours</u>
<u>25th year or more</u>	<u>336 hours</u>

IAFF PROPOSAL TO CITY – SICK LEAVE

IAFF Proposed Language:

ARTICLE 26 SICK LEAVE

26.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

26.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of ~~0.046880~~0.05515 for employees assigned to twenty-four (24) hour shifts, or a factor of 0.04616 for other eligible employees. Only paid leave for holidays, vacation, disability, compensatory time off, or other paid leave shall be considered as time worked for purposes of this section.

CITY COUNTERPROPOSAL TO IAFF – REHIRED RETIREE PROGRAM

City Proposed Language:

ARTICLE 54 REHIRED RETIREE PROGRAM

- 54.1 The City ~~may establish~~has a Rehired Retiree Program for the reemployment of Fire retirees of the Police and Fire Department Retirement Plan. Under this program retirees may perform duties of an administrative nature including, but not limited to the following: recruiting, public education, Fire Academy training, community emergency preparedness training, life safety inspections, plan review, and/or inspection of fire protection systems installations for new construction or tenant improvements. ~~to perform recruiting, public education, Fire Academy coordination and training (except for the positions of Training Coordinator and Academy Coordinator) and community emergency preparedness coordination and training. The City and IAFF agree to meet and confer over any other duties for rehired retirees that are administrative and non-emergency response related. This program shall be similar to the Rehired Retiree Program for the reemployment of Police retirees of the Police and Fire Department Retirement Plan as provided in City Administrative Policy Manual Section 3.1.5 and the San Jose Municipal Code, Part 6 of Chapter 3.36 of Title 3.~~

CITY COUNTERPROPOSAL TO IAFF – DRUG AND ALCOHOL TESTING

City Proposed Language:

ARTICLE XX DRUG AND ALCOHOL TESTING

XX.1 Within three (3) months of Council approval of a successor memorandum of agreement in open session, all active IAFF-represented employees must submit to mandatory drug and alcohol testing administered by the City or a third-party administrator.

Any IAFF-represented employee who is on leave and is unable to submit to mandatory drug and alcohol testing within three (3) months of Council approval of a successor memorandum of agreement in open session, must submit to mandatory drug and alcohol testing administered by the City or a third-party administrator prior to their first work shift.

Any external hire into an IAFF-represented position must submit to mandatory drug and alcohol testing prior to the commencement of their employment as a condition of employment.

Effective July 1, 2024, all bargaining unit members shall be subject to random drug and alcohol testing as detailed, below. The mandatory drug and alcohol test in this article shall not constitute a test as it pertains to the maximum number of tests in a 12-month period described in Article XX.4.

XX.2 All bargaining unit members are subject to the [City's Substance Abuse Program and Policy \(attached\)](#), which allows for reasonable suspicion testing for drugs and alcohol.

XX.3 Testing Standards:

The City intends to utilize the same testing standards as the Federal Department of Transportation's Federal Motor Carrier Safety Administration that are in effect as of the date of this Agreement, unless a testing standard is not permissible under state law. For more information, please refer to the City's Federal DOT Drug and Alcohol Testing Policy (attached).

XX.4 Random Drug and Alcohol Testing:

15% of the total bargaining unit members on a random basis each year will be tested for controlled substances and/or alcohol. The tests shall be unannounced, with all members selected from a random pool and will be administered by the City or a third-party administrator. The City shall determine the date, time, and location of each test and will be responsible for the cost of testing. Represented employees subject to random testing may be ordered to submit to a controlled substance and/or alcohol test whenever randomly selected, up to two (2) times in any 12-month period.

Employees selected for testing shall be personally notified, by the Human Resources Department or by a designated department representative.

Refusal to comply with either form of testing, as provided in this section and XX.2 above, shall be considered a positive test result and this refusal, in and of itself, is subject to

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disciplinary action, up to and including dismissal from City service. Any other positive test result will also be subject to disciplinary action, up to and including dismissal from City service.

XX.5 Post Work-Related Accident Testing:

The driver is responsible for providing a urine and breath sample for testing as soon as possible after a work-related moving vehicle accident (whether or not the driver was at fault). Alcohol and drug testing is to be completed as soon as possible, but not later than eight (8) hours following the accident for an alcohol test and thirty-two (32) hours following the accident for a drug test, unless testing cannot be completed due to a medical emergency.

Except in medical emergencies, failure of the driver to remain readily available for drug and/or alcohol testing will be considered a refusal to submit to testing and subject to discipline.

XX.6 Return to Duty and Follow-up Testing:

At the conclusion of treatment and/or any disciplinary action a return to duty test must be conducted immediately prior to the return to work of an individual who has violated the prohibited drug or alcohol conduct standards. The employee shall be required to have a verified negative controlled substances test, or if applicable, a negative breath alcohol test.

XX.7 Split Specimen:

Employees who are notified of a positive test result will be advised that the “split” specimen can be used for confirmation.

XX.8 Consequences of a Positive Alcohol and/or Drug Test:

An employee who has a positive alcohol and/or drug test, will be subject to the actions outlined in the [City's Substance Abuse Program and Policy](#).

Any changes to the testing standards outlined in the City's Federal DOT Drug and Alcohol Testing Policy and any changes to the Substance Abuse Program and Policy after the effective date of this Agreement will be subject to the meet and confer process.

CITY PROPOSAL TO IAFF – OVERPAYMENTS OF COMPENSATION

City Proposed Language:

ARTICLE XX OVERPAYMENTS OF COMPENSATION

xx.1 When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.1.1 An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to the City withheld from their final paycheck(s). If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

CITY PROPOSAL TO IAFF – TELEVISION TRAINING

City Proposed Language:

ARTICLE 29 MISCELLANEOUS

29.4 Television Training. In each station where the employees' television set is used to view televised training programs sponsored by the Department, ~~the City shall lease one (1) descrambler from the current cable provider and provide it for use on that set. The purpose of this descrambler is to facilitate transmission of training programs and the City is under no obligation to guarantee or pay any fee for other services, which may be available to users of the descrambler. Additionally, the City agrees to pay one half (1/2) of the cost of maintenance for television sets used for such training purposes, provided, however, that the and/or monitored to maintain local situational awareness (i.e. news, weather, etc.), the~~ City will pay no more than ~~\$100~~200.00 per fiscal year for any single station for the cost of cable/media services and/or for the purchase of new television equipment. ~~—If the employees of a station purchase a new television set and that set is to be used for training purposes, any unused portion of the \$100.00 maximum station expenditure may be applied toward the purchase of that set, with the understanding that no additional funds will be available to that station for maintenance or purchase for the remainder of the fiscal year.~~

CITY PROPOSAL TO IAFF – VACANCY BACKFILLING

City Proposed Language:

ARTICLE 33 MINIMUM STAFFING

33.2.5 At the discretion of the Fire Chief or designee, and notwithstanding the above provisions, the following vacancies need not be filled:

33.2.5.1 A total of ~~ten-twelve~~ (10/12) employees, absent for twelve (12) hours or less, for reasons related to duties or training within their scope of work, however, no more than two (2) employees may be absent from the same battalion at one time.

33.2.5.2 In addition to section 33.2.65.1, a total of three (3) employees, absent for twelve (12) hours or less, who are Executive Board members or designees, for union business.

33.2.5.3 In addition to sections 33.2.65.1 and 33.2.65.2 no more than one (1) employee may be absent from the same battalion at one time for the following employee initiated absences if less than four and one-half (4.5) hours in duration: medical/dental appointments, family illness, and prescribed therapy; compensatory time off, or vacation. Vacation and compensatory time off shall be provided, if approved, on a first-come first-served basis, in the event of a tie, seniority shall be the determining factor.

33.2.5.4 Paramedics may only be absent from their assigned company for the vacancies identified in Subsections 33.2.65.1, 33.2.65.2 and 33.2.65.3 if an accredited paramedic (a support paramedic, minimum staffer or shift trader) is available and the Advanced Life Support of the company is maintained.

CITY COUNTERPROPOSAL TO IAFF – METRICS AND RESIDENCY REQUIREMENT

City Proposed Language:

ARTICLE 52 “48/96” WORK SCHEDULE

~~52.2—The following metrics will continue to be collected on the “48/96” schedule. These metrics will also be defined in the San Jose Fire Department 48/96 Program Manual.~~

- | | | |
|----------------------------------|--|---|
| (a) Overtime Costs | (g) EMS/Patient Care | (m) Fire Prevention Inspections) |
| (b) FLSA Compensation | (h) Near-Miss Occurrences | (n) APA Completion |
| (c) Relief Personnel | (i) Employee Removal for Fatigue | (o) NFIRS & PCR Completions |
| (d) Sick Leave | (j) Mandated Compliance | (p) Residency Data |
| (e) Vehicle Accidents | (k) Station/Equipment Maintenance | (q) Absence Rates |
| (f) Employee Injuries | (l) Turnout Time | (r) Disability Leave Costs |

~~52.2.1 Data on each of the Metrics in comparison to the time periods prior to the “48/96” schedule will be reported annually in a written information memorandum addressed to the Mayor and City Council on an annual basis. The first information memo will be due on October 1, 2019 and each October thereafter.~~

52.32 As a condition of employment, all employees hired on or after January 1, 2017, shall reside within one hundred and ~~twenty-eighty (420180)~~ minutes travel time from the nearest City of San Jose fire station. Travel time shall be determined by the total estimated automobile trip time without traffic as calculated by Google Maps™ or map program mutually agreed to by the parties. Employees who reside outside of this area on their hire date must change their residence to a location that complies with this requirement within one hundred and eighty (180) days of their completion of probation. Once a member’s residence has been determined to fall within the travel time requirements, it will continue to be considered to fall within the requirements regardless of subsequent road network, speed limit, fire station location, mapping service or similar changes that do not affect the physical location of the residence.

CITY PROPOSAL TO IAFF – HOUSEKEEPING – BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 31 BEREAVEMENT LEAVE

31.1 Employees shall be entitled to five (5) days of leave due to the death of a qualifying relative. The days of leave need not be consecutive.

Each full-time employee shall be granted bereavement leave with full pay ~~for a period of four (4) days in the case of employees on other than twenty four (24) hour shifts or two (2) work shifts, for personnel assigned to work twenty four (24) hour shifts~~ as provided in the table below, to attend the customary obligations arising from the death of any of the following relatives of such employee or employee’s spouse or employee’s domestic partner.

<u>56-Hour Schedule</u>	<u>40-Hour Schedule</u>
<u>Two (2) work shifts of paid bereavement leave</u>	<u>Four (4) days of paid bereavement leave</u>

Due to the employee’s regular work schedule, if the five (5) day entitlement exceeds the compensation in the table above, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to sick leave. All leave must be used within ~~fourteen (14) calendar days~~ three (3) months following the death of the eligible person. Under extreme circumstances, the ~~fourteen (14) – day~~ 3-month requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations regarding the waivers shall be final with no process for further appeal:

- a) Parent/Step Parents
- b) Spouse
- c) Child/Step-Child
- d) Brother/Sister/Step-Brother/Step-Sister/Half-Brother/Half-Sister
- e) Grandparents/Step-Grandparents
- f) Great Grandparents/Step-Great Grandparents
- g) Grandchildren
- h) Domestic Partner
- i) Sister in-law/Brother in-law/Daughter in-law/Son in-law

31.1.1 A domestic partner, as referenced in Section 31.1, must be the domestic partner registered with the Department of Human Resources.

31.2 Anything hereinabove to the contrary notwithstanding, no such employee shall be granted entitled to compensation for bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

CITY PROPOSAL TO IAFF – HOUSEKEEPING – SICK LEAVE

City Proposed Language:

ARTICLE 26 SICK LEAVE

26.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related, illness or injury; routine medical or dental appointments; illness in the immediate family as defined herein, or absence of an eligible female employee due to illness, injury or disability related to pregnancy or childbirth. Immediate family shall be limited to the eligible employee's mother, father, spouse, domestic partner registered with the Human Resources Department, child, stepfather, stepmother, or stepchild.

Up to forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, ~~or~~ mother-in-law, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

CITY PROPOSAL TO IAFF – HOUSEKEEPING – BILINGUAL PAY

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY**5.6 Bilingual Premium Pay.**

5.6.1 Each full time employee certified ~~Spanish-English or Vietnamese-English~~as bilingual shall be compensated at the rate of 2.5% of top step Fire Fighter per pay period, if ~~he or she~~they meets the following criteria:

5.6.1.1 The employee is certified in English and another language by the Fire Chief and the Department of Human Resources and;

5.6.1.2 The employee's duties require the use of the designated language on a regular basis.

5.6.2 The Department of Human Resources or its designee must certify such employees bilingual. The Fire Chief shall have the authority to require employees receiving bilingual pay to re-certify with the Department of Human Resources as necessary and reasonable.

~~5.6.3 If the Fire Chief determines another Non-English language is required in the department, the Fire Chief may recommend that the language be eligible for the bilingual premium pay to the Director of Human Resources. Eligibility and certification of an additional Non-English language shall be in accordance with the above criteria.~~

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

Cancer Screenings

The City and IAFF, Local 230 agree to continue discussions related to cancer screenings during the term of the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:

 5/24/2024
Date
Jennifer Schembri
Director of Employee Relations
Director of Human Resources

 5/27/24
Date
Matt Tuttle
President, IAFF, Local 230

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

Hiring and Promotion Process

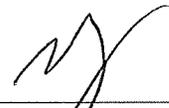
The City and IAFF, Local 230 agree to continue discussions related to the hiring and promotion process, to the extent that a given change is subject to the meet and confer process, during the term of the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:

 5/24/2024
Date
Jennifer Schembri
Director of Employee Relations
Director of Human Resources

 5/23/24
Date
Matt Tuttle
President, IAFF, Local 230

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

Specialized Training – Employee Assistance Program

The City and IAFF, Local 230 agree to continue discussions related to the use of funding for specialized training and treatment programs related to the Employee Assistance Program during the term of the successor MOA. This shall not be construed as an agreement to provide funding for such programs.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:

 5/24/2024
Date
Jennifer Schembri
Director of Employee Relations
Director of Human Resources

 5/23/24
Date
Matt Tuttle
President, IAFF, Local 230

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

Schedules and Living Arrangements

The City and IAFF, Local 230 agree to continue discussions related to the schedules worked by IAFF-represented employees, and living arrangements for IAFF-represented employees during the term of the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:

 5/24/2024

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

 5/23/24

Matt Tuttle Date
President, IAFF, Local 230

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

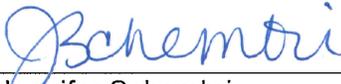
Higher Class Pay Assignments

The City and IAFF, Local 230 agree to continue discussions related to higher class pay assignments into the rank of Fire Captain during the term of the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:

 5/24/2024

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

 5/23/24

Matt Tuttle Date
President, IAFF, Local 230

SIDE LETTER AGREEMENT EXTENSION
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230)

Optional Kelly Work Schedule Pilot Program

The City and IAFF, Local 230 agree that during the term of the successor MOA the Fire Chief may, upon the request of an employee, assign the employee to work a "Kelly" ("3's & 4's") schedule.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IAFF, Local 230, and approved by the City Council in open session.

FOR THE CITY:

FOR THE UNION:



Jennifer Schembri
Director of Employee Relations
Director of Human Resources

5/24/2024
Date



Matt Tuttle
President, IAFF, Local 230

5/23/24
Date