

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE  
APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE  
CITY OF SAN JOSE AND THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 230, WITH A TERM OF JULY 1,  
2018–JUNE 30, 2023, AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH THOSE TERMS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE:

1. That the terms of an Agreement between the City of San José and the International Association of Firefighters, Local 230, with a term of July 1, 2018 to June 30, 2023, are hereby approved. The City Manager is hereby authorized to execute an Agreement with those terms on behalf of the City of San José.
2. The general terms of the Agreement are set out and described in the Memorandum to the Mayor and City Council dated October 5, 2018, from Jennifer Schembri, Director of Employee Relations and Margaret McCahn, Budget Director, which is attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

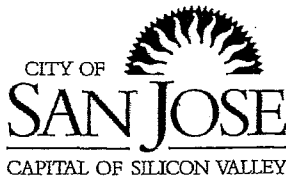
ABSENT:

DISQUALIFIED:

\_\_\_\_\_  
SAM LICCARDO  
Mayor

ATTEST:

\_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk



# Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Jennifer Schembri  
Margaret McCahan

**SUBJECT:** SEE BELOW

**DATE:** October 5, 2018

Approved

Date

10/5/18

**SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE SAN JOSE FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230) AND VARIOUS AMENDMENTS TO THE PAY PLAN FOR THE CLASSIFICATIONS OF FIRE CHIEF, ASSISTANT FIRE CHIEF, DEPUTY FIRE CHIEF AND FIRE DIVISION CHIEF**

## RECOMMENDATION

- (a) Adopt a resolution approving the terms of a collective bargaining agreement between the City and the San Jose Fire Fighters, International Association of Firefighters, Local 230 (IAFF, Local 230) for the term of July 1, 2018, to June 30, 2023, and authorizing the City Manager to execute an agreement with those terms.
- (b) Adopt a resolution amending the City of San Jose Pay Plan effective October 21, 2018, to:
  - (1) Roll the Holiday-in-Lieu premium pay into the base pay and increase the salary range by approximately 5.623% for the classifications of Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331); and
  - (2) Roll the Emergency Medical Technician premium pay into the base pay and increase the salary range by approximately 3% of top step firefighter pay for the classifications of Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331).

## OUTCOME

Adoption of the resolutions will result in a successor collective bargaining agreement between the City and the San Jose Fire Fighters, International Association of Firefighters, Local 230 (IAFF, Local 230) for the period of July 1, 2018, through June 30, 2023. Additionally, the City

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of San Jose Pay Plan will be amended to change the salary ranges for the classifications of Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331) to reflect the changes described above.

## **BACKGROUND**

### *Tentative Agreement with IAFF, Local 230*

The City of San Jose's bargaining agreement with San Jose Fire Fighters, International Association of Firefighters, Local 230 (IAFF, Local 230) expired on June 30, 2018. IAFF, Local 230 currently represents approximately 698 full-time equivalent positions. This bargaining unit includes employee job classifications such as Fire Recruit, Fire Fighter, Fire Engineer, Fire Captain, Battalion Chief, Fire Prevention Inspector, and Arson Investigator.

The City and IAFF, Local 230 commenced negotiations on a successor agreement in January 2018. On or about October 1, 2018, the City and IAFF, Local 230 reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and IAFF, Local 230. The Tentative Agreement includes a five-year term, which will be valuable in providing stability to the City's workforce. Additionally, it achieves significant operational efficiencies for the Fire Department which will allow the City to sustain and improve the City's Fire services including: increased flexibility for the Fire Chief to administer the Squad Program, the creation of a Rehired Retiree Program for the reemployment of sworn Fire Department retirees to perform recruiting, public education, Fire Academy coordination, and community emergency preparedness, the elimination of premium pays for employees who are on disability leave for more than two consecutive pay periods, and the ability for the City to civilianize up to fourteen sworn positions.

The Tentative Agreement is pending ratification by the IAFF, Local 230 membership. IAFF, Local 230 will notify the City of the ratification results prior to the October 16, 2018, City Council Meeting.

### *Special Premium Pays for sworn Unit 99 employees in the Fire Department*

Holiday-in-Lieu premium pay is provided to sworn Local 230 and Unit 99 employees for having to work holidays in lieu of paid holiday leave, given the nature of their work and the operational requirements of the Fire Department. The Holiday-in-Lieu premium pay is approximately 5.623% of the employee's regular salary. The expectation is that employees receiving this premium pay are scheduled to work holidays and, when an employee who is receiving Holiday-in-Lieu takes a holiday off, the employee would use their own leave time such as vacation leave. Holiday-in-Lieu premium pay is pensionable pay.

Emergency Medical Technician pay is approximately 3% of the top step Firefighter pay and is provided to employees who qualify for certification by Santa Clara County as an Emergency

Medical Technician. Both sworn Local 230 and Unit 99 employees are required to obtain and maintain certification as an Emergency Medical Technician throughout their employment with the City. Emergency Medical Technician pay is pensionable pay.

## ANALYSIS

### *Tentative Agreement with IAFF, Local 230*

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

<b>Term</b>	July 1, 2018 – June 30, 2023
<b>Ongoing Non-Pensionable Compensation Increase</b>	Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall receive an approximate 1% ongoing non-pensionable compensation increase.
<b>General Wage Increase</b>	<p>Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to IAFF, 230 will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%</p> <p>Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 will receive a pensionable base pay increase of approximately 4.25%. This will result in both the top and bottom step of the pay range being increased by approximately 4.25%.</p> <p>Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 will receive a pensionable base pay increase of approximately 4.25%. This will result in both the top and bottom step of the pay range being increased by approximately 4.25%.</p> <p>Effective the first pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 will receive a pensionable base pay increase of approximately 4.25%. This will result in both the top and bottom step of the pay range being increased by approximately 4.25%.</p>

**General Wage Increase (cont'd)** Effective the first pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.

**Rolling Anti-Terrorism Training Premium Pay Into Base Pay** Effective as soon as practicable following ratification by IAFF, Local 230 and City Council approval, the 2% Anti-Terrorist Training Pay, which shall include active shooter training, will be rolled into base pay in recognition of the additional training that all employees represented by IAFF, Local 230 receive related to terrorism/anti-terrorism. Employees must successfully complete the Fire Department's annual Anti-Terrorist Tactics training each year as a condition of continued employment. There shall be no additional compensation for the completion of terrorism/anti-terrorism training.

This premium pay will be rolled into base pay separately from the other premium pays that are also being rolled into base pay (i.e. there will be no compounding), and shall not be retroactive.

**Rolling Emergency Medical Technician Pay Into Base Pay** Effective as soon as practicable following ratification by IAFF and City Council approval, the 3% of top step firefighter EMT pay that all employees represented by IAFF who qualify for certification by Santa Clara County as an Emergency Medical Technician (EMT NA or EMT D Non Ambulance or Defibrillation) receive will be rolled into base pay as a flat dollar amount in recognition of the obligation to maintain certification as an EMT. This may result in the differential between certain steps in classifications represented by IAFF being less than approximately five percent (5%). Employees must maintain their EMT certification as a condition of continued employment. There shall be no additional compensation for the maintenance of their EMT certification.

This premium pay will be rolled into base pay separately from the other premium pays that are also being rolled into base pay (i.e. there will be no compounding), and shall not be retroactive.

**Rolling Holiday-In-Lieu Into Base Pay** Effective as soon as practicable following ratification by IAFF, Local 230 and City Council approval, all classifications represented by the IAFF, Local 230 shall receive a 5.623% special pay adjustment in place of the holiday-in-lieu compensation. Beginning the soonest practicable pay period following ratification by IAFF and City Council approval and continuing thereafter, the holiday-in-lieu compensation shall cease to apply to all classifications represented by IAFF. It is expressly understood that the 5.623% special pay adjustment is compensation for all employees

**Rolling  
Holiday-In-Lieu  
Into Base Pay  
(cont'd)**

in classifications represented by IAFF in lieu of holiday benefits. There shall be no additional holiday compensation.

This premium pay will be rolled into base pay separately from the other premium pays that are also being rolled into base pay (i.e. there will be no compounding), and shall not be retroactive.

**Administrative  
Assignment  
Incentive Pay**

Effective as soon as practicable following ratification by IAFF and City Council approval, employees represented by IAFF, Local 230 who are regularly assigned to forty (40) hours per week administrative assignments shall receive an increase to the amount of the existing Administrative Assignment Incentive Pay from \$36 per pay period to approximately ten percent (10%) of the employee's base salary per pay period. Administrative Assignment pay is non-pensionable.

Employees receiving administrative assignment incentive pay will no longer be eligible for Special Operations Pay and Support Paramedic Pay, but will be continue to receive all other incentive and premium pays for which they are qualified.

Employees in the Fire Prevention Inspector classification (Job Code 2326) assigned to forty (40) hour per week positions shall receive Administrative Assignment Incentive Pay in the amount of \$36.00 per pay period.

**Education  
Incentive Pay**

Effective June 28, 2020, the existing educational and professional incentive pay for employees who have been awarded an Associate of Arts degree, Associate of Science degree, a Bachelor of Arts degree, and/or a Bachelor of Science degree by an accredited college or university and meets any other requirements of the agreement between the City and IAFF, Local 230, shall be increased to the amount of approximately 1.5% of top step Firefighter pay (from \$35 per pay period). Education Incentive Pay is non-pensionable.

**Premium Pay  
While on  
Disability**

An employee on disability leave for two (2) full consecutive pay period shall not receive any premium pay for which they are eligible, except for Paramedic Premium Pay. The loss of premium pay shall occur after the second full consecutive pay period in which an employee reports leave where disability leave is reported for the entire pay period. The loss of premium pay shall continue until the pay period the employee returns to work.

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**Special  
Operations  
Pay**

Employees on administrative assignment are not eligible to receive the Special Operations Premium Pay (HIT and USAR) under Section 5.2 of the IAFF MOA.

An employee is "Assigned Personnel" only when the employee is assigned via current Department Assignment Order to HIT and/or USAR duties, and must be so assigned for the duration of time that he/she receives the Special Operations Premium Pay.

An employee cannot serve concurrently in two positions, and thus an employee cannot be "designated by Assignment Order" to more than one position at a time unless otherwise agreed to by both the City and the Union.

An employee serving in an administrative assignment cannot be considered "Assigned Personnel" and is thus not eligible to receive Special Operations Premium Pay. Any ability, right, or eligibility for an employee to return to his/her Special Operations assignment after his/her administrative assignment ends does not render him/her eligible to receive the Special Operations Premium Pay during his/her administrative assignment.

This is the current practice pursuant to a 2017 grievance settlement agreement.

**Paramedical  
Promotional  
Increase Pay**

The Paramedic Premium Pay (approximately 12%) shall be included in the employee's base salary when calculating a qualifying new salary upon promotion into a rank that does not receive Paramedic Premium Pay. This is the current practice.

**Outsourcing/  
Civilianization**

The City has the discretion to civilianize the following five (5) administrative positions: Public Information Officer, Facilities Captain, Apparatus Captain, Capital Budget Program (Bond) Captain, and Emergency Medical Services (EMS) Basic Life Support (BLS) Captain.

Additionally, the City has the discretion to civilianize the following nine (9) administrative positions: Staff Captain 1, Staff Captain 2, Staff Captain 3, Advanced Life Support (ALS) Captain, Continuous Quality Improvement/Quality Assurance (CQI/QA) Captain, Training Coordinator (Captain), Fire Engineer (FE) Training Coordinator (Captain), Academy Coordinator (Firefighter), Department Safety Officer (Battalion Chief), provided that no sworn employees voluntarily applies for the above position(s) when a vacancy occurs.

**48/96 Schedule**

Employees in classifications represented by IAFF assigned to a "56-hour work schedule" shall work a "48-96" work schedule. A "48-96" work schedule shall be defined as a regular schedule under which employees work two consecutive, uninterrupted, 24-hour shifts followed by four consecutive 24-hour days off.

Members in the Arson Unit will remain on their current 56-hour work schedule but may switch at a later time by mutual agreement between the parties.

As a condition of employment, all employees hired on or after January 1, 2017, shall reside within one hundred and twenty (120) 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.

This is the current practice.

**Rehired Retiree Program**

The City may establish a Rehired Retiree Program for reemployment of Fire Retirees to perform recruiting, public education, Fire Academy coordination and training (except for the positions of Training Coordinator and Academy Coordination), and community emergency preparedness coordination and training. The City and IAFF, Local 230 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 Rehire Retiree Program for the reemployment of Police retirees 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.

**Probationary Period**

Probationary periods for all classifications represented by IAFF, Local 230, excluding Firefighter Recruit, shall not be less than twelve (12) months of actual service. Actual service shall mean regular hours worked.

**Union Release Time**

City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular



**Union Release Time (cont'd)** City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

**Hours Worked** All time worked shall be reported in fifteen (15) minute increments. This is the current practice.

Pursuant to 29 U.S.C. 20700 of the FLSA the City has established a twenty-eight (28) day work period with an overtime threshold of two hundred twelve hours (212). This twenty-eight (28) day work period regularly recurs. This is the current practice.

**Side Letter – Pilot Wellness Program** Extended through June 30, 2023.

**Side Letter – Support Paramedic Program** Agreement to continue discussions related to the Support Paramedic Program and a paramedic training premium pay during the term of the Agreement.

**Side Letter – Squad Program** Agreement that Squads will be assigned to a San Jose fire station as determined by the Fire Chief or designee. The Fire Chief or designee will determine the number Squads and how Squads are deployed. Any number of Squads may operate provided that the companies staffed and operated on the effective date of the Agreement between the City and IAFF, Local 230 are also fully staffed and operated. If any companies currently staffed and operated are "browned out" or otherwise closed, the total number of squads shall be limited to a maximum of five (5).

**Side Letter – Active Shooter** Agreement to continue discussions related to the Active Shooter Policy, procedures, training and equipment to respond to Active Shooter incidents as part of Anti-Terrorism Training. The Active Shooter Policy will be in alignment with the Santa Clara County Active Shooter policies and the Active Shooter policy guidelines recommended by the International Association of Fire Fighters and the International Association of Fire Chiefs. The parties agree that there will be no additional compensation for the completion of Active Shooter training.

- Side Letter –  
Healthcare  
Program  
Reopener** During the term of the contract, the City and IAFF, Local 230 agree that to the extent that they arise during the term of the contract, the parties agree to meet and confer over potential changes to the City's healthcare program.
- Safety  
Exposure  
Reporting** The City has been providing a system for employees to report personal workplace exposures to communicable diseases and hazardous materials. The City agrees to provide a new reporting system that will be distinct and in addition to state mandated injury/illness reporting. Personal reports of exposures to communicable diseases and hazardous materials will be collected through an automated system and will be used to establish a database reference and to analyze data concerning exposures, recorded on the basis of an individual employee's exposures as well as specific materials to which more than one (1) employee is exposed. Employees are solely responsible for completing personal exposure reports. Records available to the City through the reporting system shall be archived and database summary data may be reviewed by the City. Employees shall have access to their individual workplace exposure reports.
- Arbitration  
List Costs** Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.
- Performance  
Appraisal  
Appeals** Added performance appraisal appeal language to the MOA. The decision by the City Manager or designee related to overall rating appeals shall be final.

*Special Premium Pays for sworn Unit 99 employees in the Fire Department*

Rolling in the Holiday-in-Lieu and Emergency Medical Technician premium pays into base pay for the Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331) will be consistent with how these pays are treated for sworn employees who are represented by IAFF, Local 230, provided that the Tentative Agreement referenced above is ratified by the membership and approved by the City Council. This will also allow the City to maintain a differential in pay in the ranks of sworn Fire personnel.

As the Holiday-in-Lieu and Emergency Medical Technician premium pays are already being received, rolling these premium pays into base pay will not change any current employee's pay and will not result in them making more in cash compensation. As previously noted, Holiday-in-Lieu and Emergency Medical Technician premium pays are currently pensionable pays. It should be noted that making the amendments to the pay plan to reflect the rolling of these premium pays

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into base pay, where applicable, will result in the salary ranges of the Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331) being increased, and there may be additional roll up costs of having other applicable premium pays being calculated on a higher rate of pay.

#### **EVALUATION AND FOLLOW-UP**

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

#### **PUBLIC OUTREACH**

This memorandum will be posted on the City's website for the October 16, 2018, City Council Agenda.

#### **COORDINATION**

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

#### **COMMISSION RECOMMENDATION/INPUT**

This agreement was not coordinated with any board or commission.

#### **COST IMPLICATIONS**

The ongoing increased annual direct cost of the 3% pensionable general wage increase effective July 1, 2018, and the ongoing non-pensionable compensation increase equivalent to 1% of an employee's base pay as of July 1, 2018 will be is approximately \$5.79 million. The ongoing increased cost of the 4.25% general wage increase effective June 30, 2019, is approximately \$7.05 million. The ongoing increased cost of the 4.25% general wage increase effective June 28, 2020, is approximately \$8.35 million. The ongoing increased cost of the 4.25% general wage increase effective the first pay period of Fiscal Year 2021-2022, is approximately \$8.80 million. The ongoing increased cost of the 3% general wage increase effective the first pay period of Fiscal Year 2022-2023, is approximately \$6.74 million. It should be noted that the approximate ongoing increased costs for any wage increases as noted above includes any unfunded actuarial liability (UAL) savings for any increases below that of the actuary's pensionable wage increase assumption of 3.25%, as well as, any additional UAL costs for increases above the actuary's pensionable wage increase assumption of 3.25%.

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The ongoing increased cost for rolling Anti-Terrorism Training (ATT) pay, Emergency Medical Technician (EMT) pay, and Holiday-In-Lieu (HIL) pay into base pay is estimated to be approximately \$364,000 for employees represented by IAFF, Local 230. The ongoing cost of increasing Administrative Incentive pay to 10% for employees in temporary assignments is approximately \$222,000. The ongoing cost of increasing Education Incentive pay for eligible employees effective June 28, 2020, to approximately 1.5% is approximately \$237,000.

There are no cost implications pertaining to the recommendations related to the rolling the Holiday-in-Lieu and Emergency Medical Technician pay into base pay for the Fire Chief (2334), Assistant Fire Chief (2333), Deputy Fire Chief (2335), and Fire Division Chief (2331) classifications, as the premium pays are already being received and will not change any current employee's pay and will not result in them making more in cash compensation.


The budget actions for 2018-2019 will be brought forward for City Council approval in a future budget process in 2018-2019. A salary increase was assumed in the development of the 2018-2019 Adopted Budget, however, the negotiated wage increase, rolling ATT, EMT, and HIL into base pay, and the increase to the Administrative Incentive pay is approximately \$1.3 million above what was factored into the 2018-2019 Adopted Budget. It is anticipated that the City will use one or a combination of the following strategies to address the additional costs in 2018-2019: use one-time funds identified in 2018-2019, such as those generated from the sale of property, and/or use other General Fund savings or excess revenue anticipated in 2018-2019. The ongoing costs of the agreement with IAFF, Local 230 will be factored into the 2019-2020 Base Budget.

#### CEQA

Not a Project, File No. PP17-010, City Organizational & Administrative Activities resulting in no changes to the physical environment; and File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.



JENNIFER SCHEMBRI  
Director of Employee Relations/  
Acting Director of Human Resources



MARGARET MCCAHAN  
Budget Director

For questions please contact Jennifer Schembri, Director of Employee Relations / Acting Director of Human Resources at (408) 535-8150.

Attachment A – IAFF, Local 230 Tentative Agreement

**2018 IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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**TERM**

- July 1, 2018 – June 30, 2023

**WAGES AND PREMIUM PAY**

- Fiscal Year 2018-2019

1% ongoing non-pensionable compensation increase effective Fiscal Year 2018-2019. Effective July 1, 2018, all employees holding positions in classifications assigned to IAFF, Local 230 shall receive an approximate 1% ongoing non-pensionable compensation increase.

3% general wage compensation increase effective Fiscal Year 2018-2019. Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 3%.

- Fiscal Year 2019-2020

4.25% general wage increase effective Fiscal Year 2019-2020. Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 4.25%.

- Fiscal Year 2020-2021

4.25% general wage increase effective Fiscal Year 2020-2021. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 4.25%.

- Fiscal Year 2021-2022

4.25% general wage increase effective Fiscal Year 2021-2022. Effective the first pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 4.25%.

- Fiscal Year 2022-2023

3% general wage increase effective Fiscal Year 2022-2023. Effective the first pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 3%.

**PREMIUM PAY**

- Anti-Terrorism Training Pay – See Attached
- Emergency Medical Technician Pay – See Attached
- Holiday-In-Lieu Pay – See Attached
- Administrative Assignment Pay – See Attached
- Education Premium Pay – See Attached

**2018 IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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- Premium Pay While on Disability – See Attached
- Special Operations Pay – See Attached
- Paramedic Promotional Increases Pay – See Attached

**MODIFICATION OF BARGAINING UNIT WORK**

- Outsourcing/Civilianization – See Attached

**OPERATIONAL ISSUES**

- 48/96 Schedule – See Attached
- Rehired Retiree Program – See Attached

**PROBATIONARY PERIOD**

- Probationary Period – See Attached

**HOUSEKEEPING**

- Non-Generic Prescriptions – See Attached
- Incorporation of Retirement MOA Language – See Attached

**SIDE LETTER AGREEMENTS**

- Extension of Wellness Program – See Attached
- Support Paramedic Program – See Attached
- Squad Program – See Attached
- Active Shooter – See Attached

**REOPENERS**

- City Medical Benefits Reopener – See Attached

**TENTATIVE AGREEMENTS**

- Exposure Agreement – See Attached
- Union Release Time – See Attached
- Housekeeping – Changes due to Charter Section 1111 – See Attached
- Arbitration List Costs – See Attached
- Catastrophic Illness Donation Time – See Attached
- Housekeeping – Calculation of Overtime – See Attached
- Life Insurance Benefits – See Attached
- Labor Management Committee – See Attached
- Performance Appraisal Appeals – See Attached
- Vacation Leave – See Attached
- FLSA Work Period – See Attached

**2018 IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT\***

\* This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.

**FOR THE CITY:**

*J. Schembri* 10/1/2018  
Date  
Jennifer Schembri  
Director of Employee Relations

**FOR THE UNION:**

*S. Kaldor* 10/01/18  
Date  
Sean Kaldor  
President, IAFF Local 230

*M. Mercado* 10/1/18  
Date  
Marco Mercado  
Assistant to the City Manager

*C. L. Murphy* 10/1/18  
Date  
Chris Murphy  
Vice President,  
IAFF, Local 230

*E. Cordova* 10/1/18  
Date  
Elsa Cordova  
Senior Executive Analyst

*P. Chung* 10/1/18  
Date  
Patrick Chung  
Vice President, IAFF,  
Local 230

*C. Parkman* 10/1/18  
Date  
Cheryl Parkman  
Senior Executive Analyst

*P. Caponio* 10/1/18  
Date  
Pete Caponio  
Member Representative,  
IAFF, Local 230

*D. Wallace* 10/1/18  
Date  
Darren Wallace  
Member Representative,  
IAFF, Local 230

City of San Jose  
October 1, 2018

ATTACHMENT "A"

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**ARTICLE 5 WAGES AND SPECIAL PAY**

5.1.7 Terrorism/Anti-Terrorism Pay. All persons represented by IAFF receive approximately 2.0% of base pay for anti-terrorism training, which shall include active shooter training. This shall be pensionable. Effective as soon as practicable following ratification by IAFF and City Council approval, the 2% Anti-Terrorism Training Pay will be rolled into base pay in recognition of the additional training that all employees represented by IAFF receive related to terrorism/anti-terrorism. Employees must successfully complete the Fire Department's annual terrorism/anti-terrorism training each year as a condition of continued employment. There shall be no additional compensation for the completion of terrorism/anti-terrorism training.



**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**ARTICLE 5 WAGES AND SPECIAL PAY**

5.3 Emergency Medical Technician (EMT). Each employee who qualifies for certification by Santa Clara County as an Emergency Medical Technician (EMT-NA or EMT-D Non Ambulance or Defibrillation) shall be paid an amount equal to three percent (3.0%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary, commencing with the first full pay period after the Fire Chief files with the Director of Finance a statement that the employee qualifies for such certification.

5.3.1 Employees will be required to obtain and maintain certification as an Emergency Medical Technician. The City will continue to provide training.

5.3.2 Effective as soon as practicable following ratification by IAFF and City Council approval, the 3% of top step firefighter EMT pay that all employees represented by IAFF who qualify for certification by Santa Clara County as an Emergency Medical Technician (EMT NA or EMT D Non Ambulance or Defibrillation) receive will be rolled into base pay as a flat dollar amount in recognition of the obligation to maintain certification as an EMT. This may result in the differential between certain steps in classifications represented by IAFF being slightly less than approximately five percent (5%). Employees must maintain their EMT certification as a condition of continued employment. There shall be no additional compensation for the maintenance of their EMT certification.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 24 HOLIDAY BENEFITS**

~~24.1—Subject to the provisions of Section 24.2 of this Article, each full-time employee who holds a position allocated to any classification assigned to Representation Unit No. Two shall be entitled to receive and shall be given as a holiday benefit from and after July 14, 1985, in lieu of any other holidays (excepting any other days proclaimed or designated by the Council as holidays for which full-time employees will be entitled to holiday leave), 4.7385 hours of time off for each biweekly pay period after July 14, 1985, during which the employee is assigned to twenty-four (24) hour shifts or 3.3847 hours of time off from duty for each biweekly pay period after July 14, 1985, during which such employee is not assigned to twenty-four (24) hour shifts, but exclusive of any such biweekly pay period spent by the employee on unpaid leave. Said holiday benefit shall be given to each such officer or employee at a time to be determined by the City Manager, in their discretion, or by the Fire Chief with the approval of the City Manager, either before or after the biweekly pay period as provided hereby, but in no event shall such benefit for any biweekly pay period be given before the beginning of the biweekly pay period for which such benefit is given, nor later than twenty-six (26) biweekly pay periods immediately following the biweekly pay period for which such benefit is given.~~

~~24.2— If, at any time on or before the expiration of twenty-six (26) biweekly pay periods immediately following the biweekly pay period during and for which any full-time employee becomes entitled to time off duty as a holiday benefit under the provisions of Section 24.1 of this Article, the City Manager shall find or determine that to give any such employee such benefit to which they may be entitled under Section 24.1 for any such pay period would seriously impair the efficiency of the Fire Department, the City Manager may order that such employee shall receive and be given, and in such event said employee shall thereupon be entitled to receive and shall be given in lieu of the holiday benefit to which the employee would otherwise be entitled for any biweekly pay period under the provisions of Section 24.1, such full-time employee shall be given as extra holiday compensation 5.623% of their regular salary during said biweekly pay period of full-time employment.~~

~~24.3— For the purpose of computing retirement benefits for employees covered by this Agreement, and in accordance with the provisions of 3.36.020 of the San José Municipal Code, the term "compensation" as it is used to determine retirement benefits shall be defined to include holiday pay.~~

24.1 Effective as soon as practicable following ratification by IAFF and City Council approval, all employees represented by IAFF shall receive a 5.623% special pay adjustment in the place of the holiday-in-lieu compensation. Beginning the soonest practicable pay period following ratification by IAFF and City Council approval and continuing thereafter, the holiday-in-lieu compensation shall cease to apply to all classifications represented by IAFF. It is expressly understood that the 5.623% special pay adjustment is compensation for all employees in classifications represented by IAFF in lieu of holiday benefits. There shall be no additional holiday compensation.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**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-twenty-four (24) hour shift assignments. Therefore, effective as soon as practicable following ratification by IAFF and City Council approval, the City agrees to provide Administrative Assignment Incentive Pay in the amount of \$36.00 approximately ten percent (10%) of the employee's base salary per pay period, to those employees regularly assigned to forty (40) hours per week positions 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) assigned to forty (40) hour per week positions shall receive Administrative Assignment Incentive Pay in the amount of \$36.00 per pay period.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**ARTICLE 7 EDUCATIONAL AND PROFESSIONAL INCENTIVES**

7.3 Each employee who has been awarded an Associate of Arts degree, Associate of Science degree, a Bachelor of Arts degree, and/or a Bachelor of Science degree by an accredited college or university and meets any other requirements of this agreement, shall be paid, for each biweekly pay period for which the employee is entitled to receive a salary, the amount of \$35.00 in addition to the salary established for the class to which the employee is assigned from and after the beginning of the pay period following the date on which proof is filed with the Director of Finance that the employee has been awarded such degree. No employee shall be entitled to receive payment for more than one (1) such degree.

7.3.1 Effective June 28, 2020, the educational and professional incentive pay of \$35.00 per biweekly pay period shall be increased to the amount of approximately 1.5% of top step Firefighter pay.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 5.7 PREMIUM PAY WHILE ON DISABILITY LEAVE**

5.7.1 An employee on disability leave for two (2) full consecutive pay periods shall not receive any premium pay for which they are eligible except for paramedic premium pay as provided under Article 5.4 above. The loss of premium pay shall occur after the second full consecutive pay period in which an employee reports leave where disability leave is reported for the entire pay period. The loss of premium pay shall continue until the pay period the employee returns to work.

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

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ARTICLE 5 WAGES

5.2 Special Operations.

5.2.1 Definitions

5.2.1.1 "Assigned Personnel" have the relevant required training specified by EOPP and/or UOPP and have been designated by Assignment Order, either permanently or temporarily, to either the HIT or USAR primary apparatus (or cross-staffed apparatus), or HIT or USAR task force Engine Company.

5.2.1.1.1 An employee is "Assigned Personnel" only when the employee is assigned via current Department Assignment Order to HIT /or USAR duties, and must be so assigned for the duration of time that he/she receives the Special Operations Premium Pay under Article 5.2.

5.2.1.1.2 An employee cannot serve concurrently in two positions, and thus an employee cannot be "designated by Assignment Order" to more than one position at a time unless otherwise agreed to by both the City and the Union. At any given time, an employee's assignment for purposes of Articles 5.2.1.1 and 5.2.2.1 is determined solely by the most current Assignment Order in effect.

5.2.1.1.3 An employee serving in an administrative assignment cannot be considered "Assigned Personnel" for the purposes of Article 5.2 related to the Special Operations Premium Pay and is thus not eligible to receive Special Operations Premium Pay. Any ability, right, or eligibility for an employee to return to his/her Special Operations assignment after his/her administrative assignment ends does not render him/her eligible to receive the Special Operations Premium Pay during his/her administrative assignment.

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**ARTICLE 5 WAGES AND SPECIAL PAY**

5.4 Paramedics. Each employee licensed by the State of California, accredited by the County of Santa Clara and assigned to front line or support paramedic duty as a paramedic shall be eligible for paramedic premium pay.

5.4.1 Paramedic premium pay for front line paramedics shall be an amount equal to twelve percent (12%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary.

5.4.2 The Paramedic premium pay (approximately 12%) shall be included in the employee's base salary when calculating a qualifying employee's new salary upon promotion into a rank that does not receive Paramedic premium pay.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 43            CIVILIANIZATION OF FUNCTIONS**

The City has the discretion to civilianize the positions listed below. Sworn incumbents may be transferred as other positions in the same classification become vacant or the City may delay implementation. If sworn incumbents are to be transferred, they will receive a minimum notice of ninety (90) calendar days. The City will give due consideration to the disabilities of employees occupying such positions and will make a reasonable effort to accommodate such disabilities, including the granting of reemployment rights in different job classifications under existing City programs that provide for maintaining pre-existing salary levels. At the City's sole discretion, civilianized positions may be filled temporarily by sworn personnel without the City waiving its right to civilianize such positions.

43.1 The City may choose to fill a position that will direct and manage the Development Services Division of the Fire Protection Prevention Bureau, with the job classification and salary range to be determined by the City, but which shall not be represented by Local 230IAFF.

43.2 The City has the discretion to civilianize the following five (5) administrative positions: Public Information Officer, Facilities Captain, Apparatus Captain, Bond Captain, EMS BLS Captain.

43.3 The City has the discretion to civilianize the following nine (9) administrative positions: Staff Captain 1, Staff Captain 2, Staff Captain 3, ALS Captain, CQI/QA Captain, Training Coordinator (Captain), FE Training Coordinator (Captain), Academy Coordinator (Firefighter), Department Safety Officer (Battalion Chief) provided that no sworn employees voluntarily applies for the above position(s) when a vacancy occurs.



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**ARTICLE 51 “48/96” WORK SCHEDULE**

The terms and conditions of the “48-96” Work Schedule shall be as follows:

51.1 Employees in classifications represented by IAFF assigned to a “56--hour work schedule” shall work a “48-96” work schedule.

51.1.1 A “48-96” work schedule shall be defined as a regular schedule under which employees work two (2) consecutive, uninterrupted, 24-hour shifts followed by four (4) consecutive 24 hour days off. An example of the “48/96” work schedule is as follows:

January						
SUN	MON	TUE	WED	THU	FRI	SAT
			1 – A	2 – A	3 – B	4 – B
5 – C	6 – C	7 – A	8 – A	9 – B	10 – B	11 – C
12 – C	13 – A	14 – A	15 – B	16 – B	17 – C	18 – C
19 – A	20 – A	21 – B	22 – B	23 – C	24 – C	25 – A
26 – A	27 – B	28 – B	29 – C	30 – C	31 – A	

51.1.2 Members in the Arson Unit will remain on their current 56--hour work schedule but may switch at a later time by mutual agreement between the parties.

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

51.2.1 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.

51.3 As a condition of employment, all employees hired on or after January 1, 2017, shall reside within one hundred and twenty (120) 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.

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speed limit, fire station location, mapping service or similar changes that do not affect the physical location of the residence.

51.4 Nothing in this Article 51 shall supersede any other section of this Agreement, including but not limited to Article 16 entitled "Management Rights."

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**ARTICLE 54 REHIRED RETIREE PROGRAM**

54.1 The City may establish a Rehired Retiree Program for the reemployment of Fire retirees of the Police and Fire Department Retirement Plan 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.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 39 PROMOTIONAL EXAMINATIONS**

~~39.2 Probation. The probationary period for employees appointed to the rank of Fire Engineer and above may be extended only when the probationary employee has been on disability leave, light duty, sick leave, leave for purposes related to pregnancy, military leave, or unpaid leave of absence during the probationary period and that such extension shall be equivalent to the length of time the employee was on leave and/or light duty.~~

**ARTICLE 53 PROBATIONARY PERIODS**

~~53.1 Probationary Period Calculation. Probationary periods for all classifications represented by IAFF, Local 230, excluding the Firefighter Recruit Classification (Job Code 2310), shall not be less than twelve (12) months of actual service. Actual service shall mean regular hours worked.~~

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 6 INSURANCE BENEFITS**

6.2 Health Insurance Coverage

6.2.3 Co-pays for all available HMO plans shall include the following:

- a. Office Visit Co-pay shall be \$25.
- b. Prescription Co-pay shall be \$10 for generic and \$25 - \$30 for brand name.
- c. Emergency Room Co-pay shall be \$100.
- d. Inpatient/Outpatient procedure copay shall be \$100.

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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**ARTICLE 28 RETIREMENT – PENSION AND RETIREE HEALTHCARE**

~~28.1 Pension and retiree healthcare benefits~~ Benefits of the Police and Fire Retirement Plan System are to be paid in accordance with the provisions of the Plan and the Memorandum of Agreement on Retirement between the City and the Union and the San José Police Officers' Association. These benefits are subject to change by the Alternative Pension Reform Settlement Framework dated July 15, 2015, between the City and the Union and the San Jose Police Officers' Association.

~~28.7 There are Second Tier Retirement Benefits applicable to employees hired, rehired, or reinstated on or after January 2, 2015, as amended by Ordinance No. 29511. These benefits are subject to change by the Alternative Pension Reform Settlement Framework dated July 15, 2015, between the City and the Union and the San Jose Police Officers' Association.~~

**ARTICLE 29 RETIREE HEALTHCARE FUNDING**

~~29.1 Article 29 is subject to change by the Alternative Pension Reform Settlement Framework dated July 15, 2015, between the City and the Union and the San José Police Officers' Association.~~

~~29.2 The City and the Union agree to transition from the current partial pre-funding of fire retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the fire retiree healthcare benefits plan ("Plan"). The transition shall be accomplished by phasing into fully funding the ARC over a period of five (5) years beginning June 26, 2011. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2041 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.36.575 (C) (1) and (2) of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one to one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of three to one. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.~~

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
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~~29.3 The City and the Union further agree that the Municipal Code and/or applicable plan documents shall be amended in accordance with the above agreement and that the Union will support such amendments.~~

~~29.4 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Police and Fire Department Retirement Plan Board's actuary, and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be divided in five steps (using a straight-line method), each to be effective on the first pay period of the City's fiscal year in each succeeding year. The first increment of the phase-in shall be effective on June 26, 2011. It is understood that because of changes resulting from future actuarial valuations, the amount of each increase may vary upward or downward. The City and Union agree that the Plan member cash contribution rate shall not have an incremental increase of more than 1.25% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than 1.35% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 5.25% of pensionable pay.~~

~~29.5 If, at any time the calculated Plan member cash retiree healthcare contributions exceed 10% of pensionable pay or the calculated City cash retiree healthcare contributions exceed 11% of pensionable pay for the City (excluding implicit subsidy), the parties shall meet and confer on how to address any retiree healthcare contributions above 10% of pensionable pay for Plan members or 11% of pensionable pay for the City in order to fund the full ARC. Such discussions shall include alternatives to reduce retiree healthcare costs. If the parties are unable to agree on the manner in which to fully fund the retiree healthcare ARC (contributions exceeding 10% of pensionable pay for Plan members or 11% of pensionable pay for the City, excluding implicit subsidy); applicable impasse dispute resolution procedures shall apply. Nothing in this Article shall be construed to obligate Plan members to pay more than 10% of pensionable pay or the City to pay more than 11% of pensionable pay to fund retiree healthcare.~~

~~29.6 The City will establish a qualified trust ("Trust") by July 1, 2011.~~

**Side Letter Agreement**  
BETWEEN  
THE CITY OF SAN JOSE  
and  
SAN JOSE FIRE FIGHTERS, IAFF LOCAL 230

**PILOT WELLNESS PROGRAM**

The City of San Jose and the San Jose Fire Fighters, IAFF Local 230 (IAFF) agree to extend the Side Letter Agreement on a Pilot Wellness Program.

The terms of the Pilot Wellness Program are as follows:

1. The Pilot Wellness Program is subject to available funding and may be terminated at any time at the discretion of the City.
2. Sworn personnel represented by Local 230 shall participate in a Health Risk Assessment (HRA) fitness evaluation that will be conducted semiannually (every six (6) months) by the San Jose Fire Department.

The HRA fitness evaluation will result in the employee being provided a "Fit Score" based on the scoring and testing components as described in attached Exhibit I (San Jose Fire Department Health and Fitness Program). The testing components described in Exhibit I may be substituted based upon current best practices and/or safety concerns.

3. The Fire Chief may direct any sworn personnel assigned to twenty-four (24) hour duty with a "Fit Score" of 2 or below as described in attached Exhibit I, or if recommended by the Department's assigned Wellness Program Coordinator, to participate in a fitness program while on duty, subject to the provisions in Section 4.420.54 of attached Exhibit II.
4. The results of the initial HRA fitness evaluation or any other fitness evaluation resulting from employee's subsequent participation in a fitness program are non-punitive in nature.

This Agreement shall become effective when signed by all parties below and shall expire on June 30, 2023.

**FOR THE CITY:**

**FOR THE EMPLOYEE ORGANIZATION:**

\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations

Date

\_\_\_\_\_  
Sean Kaldor  
President, IAFF, Local 230

Date

City of San Jose  
October 1, 2018

ATTACHMENT "A"

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**



# **Exhibit I**

ATTACHMENT "A"

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.

## SAN JOSE FIRE DEPARTMENT HEALTH AND FITNESS PROGRAM

The San Jose Fire Department will conduct semiannual (every six months) Health Risk Assessment (HRA) fitness evaluation. The HRA will consist of the following eight testing components utilizing the Fit Score below:

Fit Score	Level
6	20% Better *
5	Excellent
4	Very Good
3	Good
2	Fair
1	Poor

\*Any results that are 20% better than the best possible score will earn 6 points.

### 1. Resting Heart Rate

A resting pulse rate of above 75 for men and above 80 for women is considered above the average. The resting heart rate is taken in a seated position and after a 10-minute rest as needed. The pulse may be retaken twice with a 10-minute break in between tests.

Age Group	Fit Score	Resting Heart Rate	
		Male	Female
18 to 60 +	5	≤ 60	≤ 65
	4	61-67	66-72
	3	68-73	73-78
	2	74-79	79-84
	1	≥ 80	≥ 85

### 2. Resting Blood Pressure

The resting blood pressure is taken in a seated position and after a 10-minute rest as needed. The BP may be retaking twice with a 10-minute break in between the tests.

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
18 to 29	5	≤ 112	≤ 72	≤ 100	≤ 68
	4	113-118	73-76	101-110	69-72
	3	119-122	77-80	111-116	73-76
	2	123-130	81-84	117-120	77-80
	1	≥ 131	≥ 85	≤ 121	≤ 81

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
30 to 39	5	≤ 114	≤ 74	≤ 104	≤ 70
	4	115-120	75-78	105-110	71-74
	3	121-124	79-80	111-118	75-80
	2	125-132	81-83	119-122	81-82
	1	≥ 133	≥ 89	≤ 123	≤ 83

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
40 to 49	5	≤ 116	≤ 76	≤ 105	≤ 70
	4	117-122	77-80	106-112	71-74
	3	123-126	81-84	113-118	75-80
	2	127-134	85-90	119-126	81-82
	1	≥ 135	≥ 91	≤ 127	≤ 83

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
50 to 59	5	≤ 118	≤ 78	≤ 110	≤ 70
	4	119 -124	79-80	111-120	71-78
	3	125-128	81-85	121-125	79-82
	2	129-136	87-90	127-140	83-90
	1	≥ 137	≥ 91	≤ 141	≤ 91

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
60 +	5	≤ 120	≤ 80	≤ 110	≤ 70
	4	121 -126	81-82	111-120	71-78
	3	127-130	83-87	121-125	79-82
	2	131-138	89-92	127-140	83-90
	1	≥ 139	≥ 93	≤ 141	≤ 91

### 3. Body Composition Assessment

This assessment is done with calipers and measures the percent of body fat relative to total body mass.

Age Group	Fit Score	Body Composition	
		Male	Female
18 to 29	5	≤ 11.9	≤ 15.0
	4	12.0-16.1	15.1-20.0
	3	16.2-20.0	20.1-24.6
	2	20.1-25.4	24.7-30.3
	1	≥ 25.5	≥ 30.4

Age Group	Fit Score	Body Composition	
		Male	Female
30 to 39	5	≤ 14.9	≤ 16.8
	4	15.0-18.6	16.9-21.1
	3	18.7-21.8	21.2-25.0
	2	21.9-25.9	25.1-30.6
	1	≥ 26.0	≥ 30.7

Age Group	Fit Score	Body Composition	
		Male	Female
40 to 49	5	≤ 16.7	≤ 19.9
	4	16.8-20.4	20.0-24.1
	3	20.5-23.4	24.2-27.5
	2	23.5-27.2	27.6-31.5
	1	≥ 27.3	≥ 31.6

Age Group	Fit Score	Body Composition	
		Male	Female
50 to 59	5	≤ 18.1	≤ 23.1
	4	18.2-21.7	23.2-27.3
	3	21.8-24.7	27.4-30.7
	2	24.8-28.3	30.8-34.9
	1	≥ 28.4	≥ 35.0

Age Group	Fit Score	Body Composition	
		Male	Female
60 +	5	≤ 18.4	
	4	18.5-22.0	
	3	22.1-25.0	
	2	25.1-28.5	
	1	≥ 28.6	

#### 4. Three-minute Step Test Recovery

This test will be performed using a bench 16 inches high. The testee is asked to step up and down on the box, one foot at a time, at a pace of 24 times per minute kept with a metronome set at 96 beats/minute. The test is for three minutes. At the end of the three minutes, the testee is seated and his/her radial pulse is taken for 60 seconds. If the pulse does not recover to 100 or below after 30 minutes, further medical examination will be necessary by a physician prior to allowing the employee to continue with testing events and/or return to duty.

Group	Fit Score	Three-Minute Step Test (Heart Rate)			
		Male		Female	
		Within 1 Minute	After 3 Minutes	Within 1 Minutes	After 3 Minutes
18 to 60+	5	≤ 119	≤ 75	≤ 125	≤ 80
	4	120 -129	76-84	125-135	81-89
	3	130-144	85-93	136-150	90-98
	2	145-159	94-105	151-164	99-110
	1	≥ 160	≥ 106	≤ 165	≤ 111

### 5. Flexibility (Sit/Reach) Test

The sit and reach test will measure all of the important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured. The test will be conducted three times and the best of the three trials will be recorded.

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
18 to 39	5	≤ 15.75	≤ 16.50
	4	14.0-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	≤ 10.25	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
40 to 49	5	≤ 15.50	≤ 16.25
	4	13.75-15.25	14.50-16.00
	3	11.75-13.50	12.50-14.25
	2	10.25-11.50	10.50-12.50
	1	≤ 10.00	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
50 to	5	≤ 15.25	≤ 16.00
	4	13.50-15.00	14.25-15.75
	3	11.50-13.25	12.25-14.00
	2	10.00-11.25	10.25-12.00

59	1	≤ 9.75	≤ 10.00
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Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
60 +	5	≥ 15.00	
	4	13.25-14.75	
	3	11.25-13.00	
	2	9.75-11.00	
	1	≤ 9.75	

### 6. Abdominal Sit-ups

The testee has one minute to do as many abdominal sit-ups as possible. A sit-up is counted if the entire shoulder blade is lifted off the mat and returned to the starting position.

Age Group	Fit Score	Sit-ups
		Male/Female
18 to 29	5	≥ 52
	4	44-51
	3	35-43
	2	24-34
	1	0-23

Age Group	Fit Score	Sit-ups
		Male/Female
30 to 39	5	≥ 50
	4	42-49
	3	32-41
	2	21-31
	1	≥ 80

Age Group	Fit Score	Sit-ups
		Male/Female
40 to 49	5	≥ 47
	4	39-46
	3	28-38
	2	17-27
	1	0-14

Age Group	Fit Score	Sit-ups
		Male/Female
50 to 59	5	≥ 44
	4	36-43
	3	24-35
	2	13-23
	1	0-12

Age Group	Fit Score	Sit-ups
		Male/Female
60 +	5	≥ 30
	4	22-29
	3	19-21
	2	15-18
	1	0-14

### 7. Push Ups

The testee is asked to do as many pushups as possible without stopping. There's no time limit. A push up is counted if the upper and lower arm make 90-degree angle at the bottom of the pushup and the arms are fully extended at the top of the pushup.

Age Group	Fit Score	Pushups	
		Male	Female
18 to 29	5	≥ 40	≥ 25
	4	34-39	20-24
	3	27-33	14-19
	2	21-26	9-13
	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
30 to 39	5	≥ 37	≥ 23
	4	31-36	18-22
	3	24-30	12-17
	2	18-23	7-11
	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
40	5	≥ 34	≥ 18



to 49	4	28-33	14-17
	3	17-23	6-9
	2	15-20	5-8
	1	0-14	0-4

Age Group	Fit Score	Pushups	
		Male	Female
50 to 59	5	≥ 30	≥ 14
	4	24-29	10-13
	3	17-23	6-9
	2	11-16	3-5
	1	0-10	0-2
Age Group	Fit Score	Pushups	
60 +	5	≥ 23	
	4	18-22	
	3	10-17	
	2	6-9	
	1	0-5	

### 8. 1.5 Mile Run/Walk.

This test is an excellent indication of the condition of the heart and lungs as it measures one aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the three-minute step test be above acceptable ranges, the testee is not required to participate in the 1.5 mile run/walk. The testee is to run/walk around a measured 440-yard track for six (6) laps or use a treadmill as an option.

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
18 to 29	5	≤ 11:29	≤ 13:39
	4	11:30-12:09	13:40-15:09
	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54
	1	≥ 14:30	≥ 17:55

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
30 to 39	5	≤ 11:49	≤ 13:54
	4	11:50-12:54	13:55-15:14
	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
	1	≥ 14:45	≥ 18:25

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
40  to  49	5	≤ 12:04	≤ 15:09
	4	12:05-13:24	15:10-16:04
	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
	1	≥ 15:20	≥ 19:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
50  to  59	5	≤ 12:54	≤ 15:44
	4	12:55-14:04	15:45-17:29
	3	14:05-15:09	17:30-18:54
	2	15:10-16:04	18:55-20:39
	1	≥ 16:05	≥ 20:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
60 +	5	≤ 13:53	
	4	13:54-15:29	
	3	15:30-16:43	
	2	16:44-18:	
	1	≥ 18:01	

## **Exhibit II**

4.420.54 Physical Fitness Program (REV 11/07)

- A. Purpose: This program will provide FD personnel on 24-hour duty with an opportunity to engage in general fitness activities while on shift. The activities will be designed to enable personnel to meet a basic fitness level that will help the firefighter during the times of high stress and exertion required in their profession. The program is also targeted to reduce the number and severity of job incurred injuries and illness.
- B. Establishment: The physical fitness program is established by the Fire Chief's Office of the SJFD. Each BC will administer the physical fitness activities in their district and on their shift as set forth in this program.
1. Participation in the program is allowed and encouraged for all personnel assigned to 24-hour duty. Anyone hired after February 1, 1986, will be required to participate in the annual Physical Fitness Program, including completion of the IAFF Wellness Risk Assessment, and all required CAL-OSHA physical examinations. These individuals must notify their supervisor of this fact.
  2. Attire prescribed for exercise in Section 4.270 Uniform and Grooming Standards will be worn for physical fitness activities. Shoes of some type will be worn for physical fitness activity.
- C. BC's will be responsible for scheduling within their Battalions. BC's will coordinate their schedule with neighboring Battalions so a minimum of companies are involved at one time.
- D. Duration of Program: Duration of exercise shall not exceed 90 minutes per shift. This time will include dress, travel, exercise, and clean up.
- E. Each station will designate one or more sites within their first-in response area. The fire station may be used for exercises that do not require open space (aerobics, stretching, jumping rope, exercise machines) or during inclement weather. Consideration for appropriate sites should include:
2. Central location in the first-due area
  3. Facilities available:
    - a. running track
    - b. par course
- Apparatus shall always remain in sight for security and response.
4. Activity shall not interfere with any other activities planned or in progress, on the site.
    - a. Company officers will contact appropriate person(s) for permission prior to using any physical fitness site.
    - b. Portable radio to be carried while exercising by at least one or more members.

F. General Procedures

1. Companies will remain in service during physical fitness activities.
2. All personnel will wear full turnouts over physical fitness clothes while on apparatus.
3. Officers in command will be held responsible for appropriateness of the activity, location and demeanor of personnel.

G. Type of Exercises:

1. Flexibility:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: Flexibility is the functional measure of the range of motion of a joint. It is dependent on the pliability of the surrounding tissues (i.e. muscles, tendons, ligaments). Although the effect of increasing flexibility on performance is controversial, it is widely accepted that a lack of flexibility is a major contributor to injuries. Joint and limb restrictions may influence essential dynamic movements, balance, coordination, and muscular work efficiency.

According to the IAFF Death and Injury Survey, the leading type of line of duty injury within the professional fire service is sprains and strains. In addition, the most prevalent line of duty injury that leads to premature departure from the fire service is back injuries. Low levels of flexibility probably contributed to these statistics.

- b. SJFD Physical Fitness Program: Personnel participating in the Physical Fitness Program will perform flexibility exercises to maintain moderate to high levels of flexibility. Personnel are encouraged to begin the work shift with flexibility exercises, stretch prior to exertion. This includes manipulative drills, exercise, and sports activities. Further, personnel are encouraged to follow the stretching program as presented in video training and as presented on training videos and station posters.

2. Aerobic Fitness:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: According to the annual IAFF Death and Injury Surveys, the leading occupationally related diseases causing premature departures from the fire service were heart and lung disease. Aerobic fitness may improve an individual's resistance to these two categories of disease.

Aerobic fitness is fundamental to the health, safety and performance of all uniformed personnel. A program of regular aerobic exercise can help improve cardiovascular fitness and maintain normal body composition, weight, blood pressure, cholesterol, and blood sugar. In fact, an analysis demonstrated that inactive persons have a 90% higher risk of heart attack than physically active persons.

- b. SJFD Physical Fitness Program: Personnel participating in the Physical Fitness Program will perform aerobic type exercise designed to elevate pulse rate for a minimum of 20 minutes. Activities such as walking, running, stationary biking, rope jumping, and aerobic workouts performed for a minimum of 20 minutes with an elevated pulse rate will meet the basic intent of the program.

Elevated pulse rate is based on 70 percent of maximum pulse rate. Maximum pulse rate is generally recommended to be 220 minus exerciser's age. (Example: 220 - 40 [age] = 180 maximum heart rate, 180 x 70% = 126 elevated pulse rate.) Under no circumstances exceed 85% of maximum pulse rate.

3. Muscular Strength:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: Strength is defined as the maximal force that a specific muscle or muscle group can generate. The demands of fire fighting require above average strength. Several studies and job analysis have shown that the weight of equipment used by a single fire fighter on the job is in excess of 100 lbs. Low levels of muscular strength most likely contribute to high incidence of sprains, strains and back injuries among fire fighters.
- b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will enhance strength. Weight training and resistance training will enhance strength. Personnel may engage in moderate and safe weight lifting and resistance training. The objective of these exercises is to enhance strength to aid job performance and reduce the potential for injury. Muscular strength building exercises are not intended for "body building" with extreme weights while on duty. Supervisors will ensure that these exercises are performed within the parameters safety and moderation.

4. Muscular Endurance:

- a. IAFF/IAFC Wellness-Fitness Initiative Statement: Muscular endurance is the ability of a muscle group to perform repeated contractions. Several studies and job analysis have shown a strong association between muscular endurance and the essential job tasks of fire fighting. Low levels of muscular endurance precipitate many preventable fire service injuries.

Abdominal muscles endurance is necessary to stabilize the torso and support the lower back during exertion. Weak abdominal muscles may contribute to low back pain and low back injury.

- b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will improve and maintain muscular endurance. These may include sit-ups, push-ups, pull-ups, multiple repetition weight lifting with low weight and resistance exercises. Like muscular strength exercises, personnel must perform these exercises correctly to prevent injuries.



**SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
SAN JOSE FIRE FIGHTERS, IAFF LOCAL 230**

**SQUAD PROGRAM**

The City of San Jose and the San Jose Fire Fighters, IAFF Local 230 (IAFF) agree to the following Squad Program:

1. Squads will be assigned to a San Jose fire station as determined by the Fire Chief, or designee.
2. Squads and personnel assigned to stations will be supervised and receive direction from their respective Company Officer. However, it is understood that due to the anticipated call volume, expanded service areas and autonomous nature of the Squad responses, there will be flexibility afforded to accommodate for meals and other requirements.
3. Squad staffing will consist of 1 Fire Engineer and 1 Firefighter Paramedic. The Fire Engineer may be on probation and may be provisional. The Firefighter/Paramedic may not be on probation. Personnel shall receive safety and operational training, as specified in the Squad Implementation Project Plan prior to the start of the program, including all-risk training.
4. All Truck Companies will become single piece companies. All single piece Truck Companies (except Tractor Drawn Aerials and USAR) will be staffed as follows: 1 Captain, 1 Fire Engineer, 1 Fire Fighter/Paramedic and 1 Fire Fighter. All Light Units will be placed into reserve status during the Squad Pilot Program.
5. Department policies and procedures regarding the Squad Program in place on the effective date of this agreement shall remain in place and are subject to change following standard procedures for updates, including meet and confer obligations if appropriate, unless specified within the active Memorandum of Agreement, this Side Letter Agreement or other agreements.
6. Squad apparatus shall maintain a configuration similar to those in operation on the effective date of this agreement They will have the ability to provide patient transport per County EMS requirements and shall not be fire suppression apparatus.
7. Each Squad will be based in and assigned to a permanent fire station. Each station staffed by a Squad will also have a permanently staffed engine.
8. Squads may "move up" temporarily to another permanent fire station provided that station has a permanently staffed engine. Such "move ups" shall be similar to other apparatus- of limited duration for the purpose of helping provide system coverage during local significant incident-related resource draw-downs. Squads will not be the only apparatus staffed and operating from a fire station.









2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY COUNTERPROPOSAL TO IAFF – SAFETY**

City Proposed Language:

**ARTICLE 19 SAFETY**

19.4 ~~The City agrees to establish a separate reporting system for exposures to communicable diseases and hazardous materials. This reporting system will be distinct and in addition to the Employer's Report of Occupational Injury or Illness (Form 5020) currently in use. The reports of exposures to communicable diseases and hazardous materials will be collected through an automated system and will be used to establish a data base reference and to analyze data concerning exposures, recorded on the basis of an individual employee's exposures as well as specific materials to which more than one (1) employee is exposed. The City agrees to provide employees, upon request, with copies of their personal exposure records. The Department shall ensure that data entry shall be timely maintained. Summary data shall be made available to the Union. The City agrees to provide a system for employees to report personal workplace exposures to communicable diseases and hazardous materials. This reporting system will be distinct and in addition to state mandated injury/illness reporting. Personal reports of exposures to communicable diseases and hazardous materials will be collected through an automated system and will be used to establish a database reference and to analyze data concerning exposures, recorded on the basis of an individual employee's exposures as well as specific materials to which more than one (1) employee is exposed. Employees are solely responsible for completing personal exposure reports. Records available to the City through the reporting system shall be archived and database summary data may be reviewed by the City. Employees shall have access to their individual workplace exposure reports.~~  
The City agrees to provide a system for employees to report personal workplace exposures to communicable diseases and hazardous materials. This reporting system will be distinct and in addition to state mandated injury/illness reporting. Personal reports of exposures to communicable diseases and hazardous materials will be collected through an automated system and will be used to establish a database reference and to analyze data concerning exposures, recorded on the basis of an individual employee's exposures as well as specific materials to which more than one (1) employee is exposed. Employees are solely responsible for completing personal exposure reports. Records available to the City through the reporting system shall be archived and database summary data may be reviewed by the City. Employees shall have access to their individual workplace exposure reports.

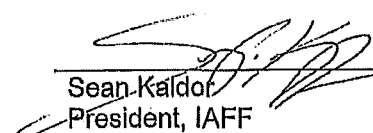
\* *This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

FOR THE UNION:

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations

6/25/18  
Date

  
\_\_\_\_\_  
Sean Kaldor  
President, IAFF

6/25/18  
Date

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL- UNION RELEASE TIME**

City Proposed Language:

**ARTICLE 51            UNION RIGHTS**

51.1 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

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

**FOR THE CITY:**

**FOR THE UNION:**

J. Schembri            6/21/18  
Jennifer Schembri            Date  
Director of Employee Relations

S. Kaldor            6/21/18  
Sean Kaldor            Date  
President, IAFF

City of San Jose  
June 14, 2018

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO IAFF – HOUSEKEEPING - LANGUAGE CHANGES DUE TO  
CHARTER SECTION 1111**

City Proposed Language:

**ARTICLE 16 MANAGEMENT RIGHTS**

16.1 Neither party concedes or relinquishes its rights under Charter Section 1111 or under state law. Such rights include the ability by the City, for example, to propose a change in terms and conditions of employment not otherwise covered by the Agreement and to seek such change pursuant to Charter Section 1111 or pursuant to state law for matters not covered by Section 1111.

In addition, the City reserves its rights to determine matters outside the scope of representation.

Thus, except to the extent that Section 1111 of the Charter of the City of San José grants rights to the parties herein, and except to the extent that rights are specifically limited by the provisions of this Agreement, the City retains all rights, powers and authority granted to it or which it has pursuant to law or other provisions of the City Charter including, but not limited to: the right to direct the work force; increase, decrease or reassign the work force; hire, promote, demote; discharge or discipline for cause; or reclassify employees; provide merit increases; assign employees overtime and special work requirements, and to determine the necessity, merits, mission and organization of any service or activity of the City or any City Department Agency or Unit.

**ARTICLE 45 SEPARABILITY**

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or subsections thereof affected. If they are unable to come to an agreement on the matter, the provisions of Section 1111 of the Charter shall apply. However, to the extent that the Article or subdivision falls outside the scope of Section 1111, both parties retain all rights provided by state law, including MMBA Section 3505.4 – 3505.7. All other provisions of this Agreement not affected shall continue in full force and effect.

**ARTICLE 48 MEET AND CONFER AND MEDIATION**

48.1 The meet and confer process between the City and the International Association of Firefighters, Local 230 shall be conducted in accordance with the following procedures:

City of San Jose  
June 14, 2018  
Page 1 of 2

**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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48.1.1 Meet and Confer. The goal of the meet and confer process is to reach a voluntary settlement which adequately addresses the interests of both parties. The parties shall be committed to conducting the process in good faith, treating all participants with respect and honoring each others' time by providing advance notice of scheduled and canceled meeting dates.

48.1.2 Mediation. In the event impasse is declared regarding contract negotiations for a new MOA, the parties will participate in mediation prior to arbitration in an attempt to resolve the dispute. However, the parties shall arrange for the third neutral member of the arbitration board, an arbitrator and schedule arbitration dates in advance (arbitration, including the selection of the third member of the arbitration board, shall be conducted in accordance with City Charter section 1111). If the mediation process has not been completed within a 90- day period, beginning with the first day of impasse as determined by written notification of impasse by either party, either party may proceed to arbitration on those issues which fall within the scope of Section 1111, both parties retain all rights provided by state law, including MMBA Section 3505.4 – 3505.7. ~~If the parties do not proceed to arbitration, the arbitration shall be canceled. All issues concerning the scope of the Arbitration Board's authority, jurisdiction or powers shall, upon request of either party, be resolved by petition to the Superior Court.~~

48.1.3 If the parties remain at impasse following mediation, the bargaining unit may choose to make a presentation during a public City Council meeting without the requirement of a Council response.

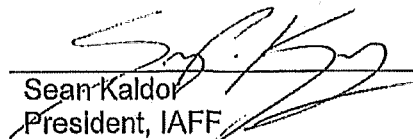
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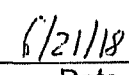
**FOR THE CITY:**

  
Jennifer Schembri  
Director of Employee Relations

  
Date

**FOR THE UNION:**

  
Sean Kaldor  
President, IAFF

  
Date





2018 CITY OF SAN JOSE – IAFF NEGOTIATIONS  
TENTATIVE AGREEMENT

**IAFF PROPOSAL #1 – Catastrophic Illness Time Donation**

Proposed Language:

**ARTICLE 47 CATASTROPHIC ILLNESS TIME DONATION**

Employees may donate time to eligible employees for the Catastrophic Illness Time Donation Program (CITD), as outlined in the Time Donation Program Section in the City Policy Manual as of June 1, 2007.

~~47.1 Employees may donate accrued vacation and/or compensatory time for credit to another employee who suffers a non-job-related catastrophic injury or illness. Such donations may be made in accordance with the following:~~

~~47.1.1 To be eligible to receive donated leave, the recipient employee's illness must require that the employee be absent for at least thirty (30) cumulative days within the six (6) previous months. In addition, the recipient employee must have exhausted all paid leave prior to using donated leave.~~

~~47.1.2 Donations of vacation and/or compensatory time shall be made in increments of full or half hours.~~

~~47.1.3 Donations shall be on a dollar for dollar basis. The value of donated leave time shall be calculated at the donor's regular pay rate, then converted to hours of sick leave at the recipient's regular pay rate to the nearest half hour to determine the number of hours of sick leave available to the recipient. For employees covered by the City's salary continuation insurance plan, use of donated leave will be an offset to benefits in accordance with the provisions of that plan.~~

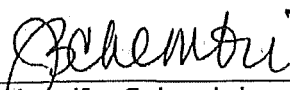
~~47.1.4 Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.~~

~~47.1.5 In the event of a death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at one hundred percent (100%) of the value at the employee's final hourly rate.~~

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FOR THE CITY:

FOR THE UNION:

  
Jennifer Schembri  
Director of Employee Relations

5/30/18  
Date

  
Sean Kaldor  
President, IAFF

5/31/18  
Date

City of San Jose  
March 1, 2018  
Page 1 of 1

ATTACHMENT "A"

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY PROPOSAL – HOUSEKEEPING - CALCULATION OF OVERTIME

City's Proposed Language:


ARTICLE 14 HOURS WORKED AND OVERTIME

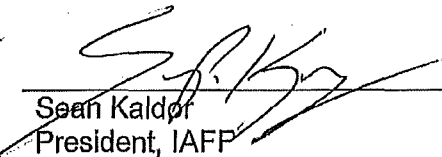
14.5 An employee authorized or required to work overtime who works in excess of eight (8) or nine (9) hours per day, or twenty four (24) hours per day if assigned to a work schedule of fifty six (56) hours per week, shall be compensated at the rate of one and one-half (1.5) the employee's hourly rate, except when such excess hours result from a change in such employee's work week or shift or from the requirement that such employee fulfill their work week requirement. ~~No overtime compensation shall be paid for overtime worked which does not exceed thirty (30) minutes per day. Overtime worked which exceeds thirty (30) minutes in any work day shall be computed to the nearest one-half (1/2) hour.~~ All time worked shall be reported in fifteen (15) minute increments.

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

FOR THE CITY:

FOR THE UNION:

 5/30/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 5/30/18  
\_\_\_\_\_  
Sean Kaldor Date  
President, IAFF

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY PROPOSAL TO IAFF – LIFE INSURANCE

City Proposed Language:

ARTICLE 6 INSURANCE BENEFITS

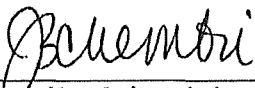
6.4 Life Insurance. The City agrees to provide Life Insurance Coverage in the amount of \$10,000 for each full-time employee who is eligible for and a subscriber to life insurance benefits in accordance with the City's group life insurance policy.

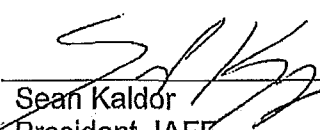
6.4.1 The City further agrees that it will allow eligible active employees to purchase additional Life Insurance Coverage at the rate available to the City, ~~in increments of \$10,000, up to a maximum value of \$750,000 (not to exceed 6 times annual earnings.)~~

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FOR THE CITY:

FOR THE UNION:

 5/30/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 5/30/18  
\_\_\_\_\_  
Sean Kaldor Date  
President, IAFF

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY COUNTERPROPOSAL TO IAFF – LABOR MANAGEMENT COMMITTEE**

City Proposed Language:

**ARTICLE 38 LABOR MANAGEMENT COMMITTEE**

38.1 Department Labor Management Committee. There shall be a Department Labor Management Committee (LMC) consisting of representatives of the Department at the level of Bureau Director and above, members of the Association, and members of the City Manager's Office. The Fire Chief, or designee, shall sit as one of the Department representatives and any of the other LMC members may be replaced with an alternate from time to time.

The Labor Management Committee shall meet no less than quarterly and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of its employees. Accordingly, the Labor Management Committee will not discuss grievances properly the subject of the procedural process except to the extent that such discussion may be useful in suggesting improved department policies. Either the Association representatives or the Department representatives may initiate discussion of any subject of a general nature affecting the operation of the Department or its employees.

An agenda describing the issue(s) to be discussed shall be prepared by the Initiating party and distributed at least three (3) days in advance of each meeting, and minutes shall be kept and maintained.

All persons representing the parties sit as equals. Nothing in this section shall be construed to limit, restrict or reduce the management prerogatives outlined elsewhere in this agreement.

~~38.2 During the term of this contract, the LMC will discuss operational issues within the San Jose Fire Department, including but not limited to staffing issues (including staffing, outsourcing, civilianization, and emergency medical response/transport); premium pays and FLSA overtime; FFBOR training; Community Response Readiness; Safety apparel; Wellness Program effectiveness; Department Safety Officer; Driver's License requirements; and the Professional Standards Manual; and/or any issues that may arise from the San Jose Fire Department's organizational review that is currently underway. This LMC will also evaluate the "48/96" work schedule pursuant to a separate side letter.~~


~~Nothing in this section prevents the City and the Association from entering into an agreement regarding any of these issues prior to the Department's completion of the organizational review.~~

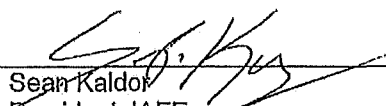
38.23 The Union or City may also suggest, recommend and/or allow an outside party to make presentations in the Labor Management Committee to provide relevant information. The cost, if any, associated with such outside parties will be borne by the party(s) requesting their presence.

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FOR THE CITY:

FOR THE UNION:

 5/30/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 5/30/18  
\_\_\_\_\_  
Sean Kaldor Date  
President, IAFF

City of San Jose  
March 1, 2018

ATTACHMENT "A"

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL – PERFORMANCE APPRAISAL APPEALS**

City Proposed Language:

Article 52 Performance Appraisal Appeal

52.1 Key Element Review

If the employee formally receives an overall performance rating of "meets standards" or above, but receives below "meets standards" in an individual key rating, the employee may request a review of that individual key element by the Fire Chief or designee. The employee must submit a written request to the Fire Chief, or designee, specifying the reasons for the request within 30 calendar days from the date the employee received the final performance appraisal. The Fire Chief, or designee, shall investigate the request, arrange a meeting with the employee, and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Fire Chief, or designee, shall be final.

52.2 Overall Rating Appeal

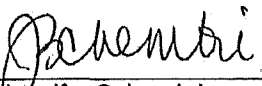
If the employee formally receives an overall performance rating that is below "meets standards," the employee may appeal the rating. Such appeal shall be made in writing to the Fire Chief, or designee, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Fire Chief, or designee, shall investigate the appeal, arrange a meeting, and provide a written response to the employee within thirty (30) calendar days of the receipt.

52.2.1 If the employee is dissatisfied with the decision of the Fire Chief, or designee, the employee may, within ten (10) calendar days from the Fire Chief's or designee's response, request a meeting with the City Manager, or designee. Such request shall be made in writing and shall include the reason(s) the employee is not satisfied with the decision previously rendered.

52.2.2 The City Manager, or designee, shall hold a meeting within a reasonable time, and within ten (10) days of the hearing shall inform the employee of the decision. The decision of the City Manager, or designee, shall be final. This will be the only appeal process applicable to review the performance appraisal. The employee shall have the right to Union representation at the meeting with the Fire Chief or designee, or the City Manager, or designee.

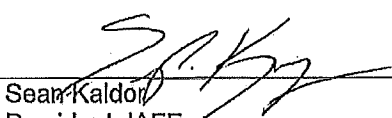
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FOR THE CITY:

  
Jennifer Schembri  
Director of Employee Relations

5/30/18  
Date

FOR THE UNION:

  
Sean Kaldor  
President, IAFF

5/30/18  
Date

City of San Jose  
March 1, 2018  
Page 1 of 1

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**2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO IAFF – VACATION LEAVE**

City Proposed Language:

**ARTICLE 25 VACATIONS**

25.4 Vacation Leave. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week or the beginning of a cycle of twenty four (24) hour shifts, unless the employee elects or consents to commence such leave at another and different time. Subject to the above provisions, preference of vacation leave timing in any calendar year shall be given in order of seniority. ~~For purposes of this section "seniority" shall be determined by the relative length of time served by each employee in the classification in which the employee is employed in a department of the City Government, and by the length of time during which such employee has worked on any shift if more than one (1) shift is worked by employees in such classification.~~


25.4.1 For purposes of this section with regard to annual vacation selection at the start of the year, "seniority" shall be determined by the relative length of time served in the department by each employee, regardless of time served in the classification in which the employee is employed in a department of the City.

25.4.2 For purposes of this section with regard to ongoing vacation selection throughout the year and any other vacation policies not included in 25.4.1, "seniority" shall be determined by the relative length of time served by each employee in the classification in which the employee is employed in a department of the City.

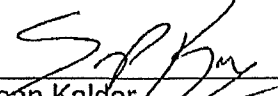
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**FOR THE CITY:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations

5/30/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sean Kaldor  
President, IAFF

5/30/18  
\_\_\_\_\_  
Date

2018 CITY OF SAN JOSE – IAFF MOA NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL – HOUSEKEEPING - CALCULATION OF OVERTIME**

City's Proposed Language:

**ARTICLE 14 HOURS WORKED AND OVERTIME**

14.1 ~~The work week shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday. Pursuant to 29 U.S.C. 207(k) of the FLSA the~~ City has established a twenty-eight (28) day work period with an overtime threshold of two hundred twelve hours (212). This twenty-eight (28) day work period regularly recurs.

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FOR THE CITY:

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations

6/25/18  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Sean Kaldor  
President, IAFF

6/25/18  
Date