



Memorandum

TO: HONORABLE MAYOR AND
CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: November 1, 2022

Approved

Date

11/2/22

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF, LOCAL 230) TO AMEND ARTICLES IN THE CURRENT MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND IAFF, LOCAL 230 (MOA) AND EXTEND THE TERM OF THE MOA THROUGH JUNE 30, 2024

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City and IAFF, Local 230 to amend articles in the current Memorandum of Agreement between the City and IAFF, Local 230 and extend the term of the Memorandum of Agreement through June 30, 2024, and authorizing the City Manager to execute an agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement results in an amendment to the current collective bargaining agreement between the City and IAFF, Local 230 to that would amend certain articles in the current Memorandum of Agreement (MOA) and extend the term of the MOA through June 30, 2024.

BACKGROUND

The City of San José's current collective bargaining agreement with IAFF, Local 230 will expire on June 30, 2023. IAFF, Local 230 currently represents approximately 714 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.

HONORABLE MAYOR AND CITY COUNCIL

November 1, 2022

Subject: Approval of the Terms of an Agreement with the International Association of Firefighters, Local 230 (IAFF, Local 230) to amend articles in the current Memorandum of Agreement between the City and IAFF, Local 230 ("MOA") and extend the term of the MOA through June 30, 2024

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In October 2022, negotiations with IAFF, Local 230 on amendments to the current MOA commenced and, on or about October 27, 2022, the City and IAFF, Local 230 reached an overall Tentative Agreement on the terms to be contained in the amendment to the current MOA between the City and IAFF, Local 230.

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 November 15, 2022, City Council meeting.

ANALYSIS

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

Term	Extension of the term through June 30, 2024, for a collective term of July 1, 2018 to June 30, 2024.
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Pensionable General Wage Increase	<u>Fiscal Year 2022-2023</u> 2.0% pensionable general wage increase. Effective November 13, 2022, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by 2.0%. This will result in both the top and bottom step of the pay range being increased by approximately 2.0%. This general wage increase is inclusive of the adjustment to holiday-in-lieu compensation in recognition of Juneteenth being added as a City-observed holiday. <u>Fiscal Year 2023-2024</u> 4.0% pensionable general wage increase. Effective the first full pay period of Fiscal Year 2023-2024, all salary ranges for employees holding positions in classifications assigned to IAFF, Local 230 shall be increased by approximately 4.0%. This will result in both the top and bottom step of the pay range being increased by approximately 4.0%.
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Paramedic Pay	Effective November 13, 2022, Paramedic Premium Pay for front line Paramedics shall be increased from 12% to 14% of top step Firefighter base biweekly pay.
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Support Paramedic Program	Effective November 13, 2022, Support Paramedic Premium Pay for Support Paramedics shall be increased from 5% to 8% of top step Firefighter base biweekly pay.
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November 1, 2022

Subject: Approval of the Terms of an Agreement with the International Association of Firefighters, Local 230 (IAFF, Local 230) to amend articles in the current Memorandum of Agreement between the City and IAFF, Local 230 (“MOA”) and extend the term of the MOA through June 30, 2024

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The City may assign up to a minimum of 60 available Support Paramedic positions for employees to fill for the Support Paramedic Program.

Support Paramedics may be utilized for a maximum of 10 hours on regularly assigned work days to backfill front line Paramedic positions. Support Paramedics may be assigned to backfill front line Paramedic positions for 24 hours when present on shift trades or overtime shifts. Paramedic vacancies greater than 10 hours shall be filled by overtime or mandatory callback procedures.

Support Paramedics who are eligible for and are receiving Support Paramedic Pay will be required to maintain all of the mandatory and essential licenses, accreditations, continuing education requirements, certifications, and skills required of a licensed and accredited Paramedic as defined by the San José Fire Department, and provide proof of current licensure to practice in the State of California and possession of all required certifications. Further, the employee must be an accredited Firefighter Paramedic in Santa Clara County and commit to utilize those skills as a Support Paramedic for the City of San José’s Fire Department for a minimum of three years. This shall not limit promotions or other advancement opportunities for employees who are functioning as Support Paramedics.

The Support Paramedic Program shall be evaluated annually, by the Fire Chief or designee, for the purpose of ensuring appropriate utilization of employees eligible for and receiving Support Paramedic Pay.

Employees not assigned to Support Paramedic duty under the Support Paramedic Program shall not be eligible for Support Paramedic Pay.

CONCLUSION

It is recommended that the City Council adopt the Administration’s recommendation outlined in this memorandum which would allow the City Manager to execute an agreement amending certain articles in the current MOA between the City and IAFF, Local 230 and extending the term of the MOA through June 30, 2024.

EVALUATION AND FOLLOW-UP

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

HONORABLE MAYOR AND CITY COUNCIL

November 1, 2022

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CLIMATE SMART SAN JOSE

The recommendation in this memorandum has no effect on Climate Smart San José energy, water, or mobility goals.

PUBLIC OUTREACH

This memorandum will be posted on the City’s website for the November 15, 2022 City Council meeting.

COORDINATION

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

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

COST SUMMARY/ IMPLICATIONS

The increased cost of the 2.0% general wage increase effective November 13, 2022 is approximately \$1.7 million in all funds, of which \$1.67 million is in the General Fund. The maximum ongoing costs for the increases related to premiums pays is approximately \$800,000 in all funds, of which \$785,000 is in the General Fund. These increased costs will be offset by a decrease in the Salaries and Benefits Reserve or an alternative funding source. The recommended budget actions will be brought forward for City Council approval as part of a future budget process.

The ongoing increased cost of the 4.0% general wage increase effective the first full pay period of Fiscal Year 2023-2024 is approximately \$5.5 million, of which \$5.47 million is in the General Fund. These ongoing increases will be factored into the annual development of the 2023-2024 Base Budget.

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CEQA

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



JENNIFER SCHEMBRI

Director of Employee Relations

Director of Human Resources

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

Attachment – IAFF, Local 230 Tentative Agreement

**2022 CITY OF SAN JOSE – IAFF NEGOTIATIONS
TENTATIVE AGREEMENT TO EXTEND THE TERM AND AMEND ARTICLES
IN THE CURRENT MEMORANDUM OF AGREEMENT**

TERM

- July 1, 2018 – June 30, 2024

WAGES

- Fiscal Year 2022-2023

2% general wage increase effective the first full pay period following City Council approval in open session. Effective the first full pay period following City Council approval in open session, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 2%. This general wage increase is inclusive of the adjustment to holiday-in-lieu compensation in recognition of Juneteenth being added as a City-observed holiday.

- Fiscal Year 2023-2024

4% general wage increase effective the first full pay period of Fiscal Year 2023-2024. Effective the first full pay period of Fiscal Year 2023-2024, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 4%.

SPECIAL PAYS

- Paramedics (See Attached)

OTHER TERMS

The terms of all existing Side Letter Agreements will continue.

**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:

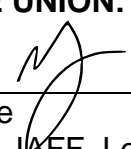


Jennifer Schembri
Director of Employee Relations
Director of Human Resources

10/27/2022

Date

FOR THE UNION:



Matt Tuttle
President, IAFF, Local 230

10/27/2022

Date

2022 CITY OF SAN JOSE – IAFF NEGOTIATIONS TENTATIVE AGREEMENT

PARAMEDICS

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~~ fourteen percent (~~14~~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~~14%) 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.

5.4.3 Paramedic premium pay for support paramedics shall be an amount equal to eight percent (8.0%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. ~~Employees who are assigned support paramedic duties on or after May 1, 2007, shall receive paramedic premium pay in an amount equal to five percent (5%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary.~~

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

5.4.3.2 Support paramedics may be utilized for a maximum of ten (10) hours on regularly assigned work days to backfill front line paramedic positions. Support paramedics may be assigned to backfill front line paramedic positions for twenty-four (24) hours when present on shift trades or overtime shifts. Paramedic vacancies greater than ten (10) hours shall be filled by overtime or mandatory callback procedures.

5.4.3.3 Support paramedics who are eligible for and are receiving Support Paramedic Pay as provided for in Section 5.4.3, will be required to maintain all of the mandatory and essential licenses, accreditations, continuing education requirements, certifications and skills required of a licensed and accredited Paramedic as defined by the San Jose Fire Department, and provide proof of current licensure to practice in the State of California and possession of all required certifications. Further, the employee must be an accredited Firefighter Paramedic in Santa Clara County and commit to utilize those skills as a Support Paramedic for the City of San Jose's Fire Department for a minimum

**2022 CITY OF SAN JOSE – IAFF NEGOTIATIONS
TENTATIVE AGREEMENT**

of three (3) years. This shall not limit promotions or other advancement opportunities for employees who are functioning as Support Paramedics.

5.4.3.4 The Support Paramedic Program shall be evaluated annually, by the Fire Chief or designee for the purpose of ensuring appropriate utilization of employees eligible for and receiving Support Paramedic Pay as provided for under Section 5.4.3.

5.4.3.5 Employees not assigned to Support Paramedic duty shall not be eligible for Support Paramedic Pay as provided for in this Article.