

2024 IAFF NEGOTIATIONS PACKAGE PROPOSAL A

TERM

- July 1, 2024 – June 30, 2027

WAGES

- Fiscal Year 2024-2025

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

- Fiscal Year 2025-2026

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

1.00% general wage increase effective Fiscal Year 2025-2026. Effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IAFF shall be increased by approximately 1.00%.

- Fiscal Year 2026-2027

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

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

WAGES AND SPECIAL PAY

- Administrative Assignment Pay for Arson Investigators – See Attached
- Paramedic Training Pay – See Attached

BENEFITS

- Health in Lieu for Single Only – See Attached

LEAVES

- [City-Paid Parental Leave](#) – (As City Proposed on March 11, 2024)

DISCIPLINARY ACTION

- Discipline Appeals - (Placeholder)

GRIEVANCE PROCEDURE

- Grievance Procedure - (Placeholder)

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OTHER

- [Rehired Retirees](#) – (As City Proposed on February 21, 2024)
- [Drug and Alcohol Testing](#) – (As City Proposed on February 21, 2024)
- Optional Kelly Schedule – See Attached
- Overpayments of Compensation – See Attached
- Television Training – See Attached
- Vacancy Backfilling – See Attached

HOUSEKEEPING

- [Housekeeping – Bereavement Leave](#) (As City Proposed on February 12, 2024)
- [Housekeeping – Sick Leave](#) (As City Proposed on February 12, 2024)
- [Housekeeping – Bilingual Pay](#) (As City Proposed on February 21, 2024)

SIDE LETTER AGREEMENTS

- [Cancer Screenings](#) – (As City Proposed on February 21, 2024)
- Hiring and Promotion Process – See Attached

CONTINUATION OF SIDE LETTER AGREEMENTS

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

- [Squad Program](#) (November 7, 2018)

** This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.*

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

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

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

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

CITY PROPOSAL TO IAFF – PARAMEDIC TRAINING PAY

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

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

2024 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL TO IAFF – PAYMENT IN LIEU OF HEALTH INSURANCE

City Proposed Language:

ARTICLE 6 INSURANCE BENEFITS

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

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

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

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

2024 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL TO IAFF – OPTIONAL KELLY WORK SCHEDULE

City Proposed Language:

ARTICLE 52 “48/96” WORK SCHEDULE

52.X The Fire Chief may, upon the request of an employee, assign the employee to work a “Kelly” (“3’s & 4’s”) schedule.

CITY PROPOSAL TO IAFF – OVERPAYMENTS OF COMPENSATION

City Proposed Language:

ARTICLE XX OVERPAYMENTS OF COMPENSATION

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

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

CITY PROPOSAL TO IAFF – TELEVISION TRAINING

City Proposed Language:

ARTICLE 29 MISCELLANEOUS

29.4 Television Training. In each station where the employees' television set is used to view televised training programs sponsored by the Department, ~~the City shall lease one (1) descrambler from the current cable provider and provide it for use on that set. The purpose of this descrambler is to facilitate transmission of training programs and the City is under no obligation to guarantee or pay any fee for other services, which may be available to users of the descrambler. Additionally, the City agrees to pay one-half (1/2) of the cost of maintenance for television sets used for such training purposes, provided, however, that the and/or monitored to maintain local situational awareness (i.e. news, weather, etc.), the City will pay no more than \$400200.00 per fiscal year for any single station for the cost of cable/media services and/or for the purchase of new television equipment.—If the employees of a station purchase a new television set and that set is to be used for training purposes, any unused portion of the \$100.00 maximum station expenditure may be applied toward the purchase of that set, with the understanding that no additional funds will be available to that station for maintenance or purchase for the remainder of the fiscal year.~~

CITY PROPOSAL TO IAFF – VACANCY BACKFILLING

City Proposed Language:

ARTICLE 33 MINIMUM STAFFING

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

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

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

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

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

