

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230

"48/96" WORK SCHEDULE

The City of San Jose (City) and San Jose Fire Fighters, IAFF Local 230 (IAFF), agree to implement a "48-96" Work Schedule Pilot Program (Pilot Program). The terms and conditions of the Pilot Program shall be as follows:

1. Effective January 1, 2017, or within one pay period before or after as determined by Finance/Payroll, employees in classifications represented by IAFF assigned to a "56 hour work schedule" shall work a "48-96" work schedule.
 - a. 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 | |

- b. The City and IAFF will continue discussing the length of the FLSA pay period that will be in place during the "48-96" work schedule, and a decision will be made prior to the implementation of the Pilot Program.
 - c. 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.
2. The Labor Management Committee (LMC) composed of representatives from IAFF, the City Manager's Office, the Fire Department and other City departments as appropriate, will evaluate the below metrics (Metrics) during the term of the Pilot Program to determine favorable and/or unfavorable changes that may be attributable to the Pilot Program. The metrics will be as defined in the San Jose Fire Department 48/96 Pilot Program Manual, which will be finalized prior to the implementation of the Pilot Program.

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

3. Data on each of the Metrics in comparison to the time periods prior to the "48-96" schedule will be reported quarterly in a written memo by the Fire Department to the Public Safety, Finance, and Strategic Support Committee (PSFSS) during its regularly scheduled public meetings.
4. As a condition of employment, all employees hired during the term of the Pilot Program 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.
5. The term of the Pilot Program shall be two (2) years beginning January 1, 2017, or within one pay period before or after as determined by Finance/Payroll. The Pilot Program will continue up to December 15, 2018 (the end of the last pay period for payroll calendar year 2018).
 - a. Either party may, at any time during the Pilot Program terminate the Pilot Program upon ten (10) calendar day written notice being provided to the other party. The metrics in Section 2 above shall be evaluated on a quarterly basis and negative impacts attributed to the schedule change will result in automatic termination of the Pilot Program unless the City decides to continue the Pilot Program.
 - b. If the Pilot Program is terminated for any reason, including but not limited to those specified in Section 5(a) above, the work schedule for employees in classifications represented by IAFF assigned to the "48-96" schedule shall return to the 56-hour schedule in effect prior to the Pilot Program.
 - c. If there is no decision to terminate or extend the Pilot Program at the conclusion of the Pilot Program, the "48-96" work schedule shall become the standard 56-hour work schedule. The continuance of the "48-96" schedule will also include the continuation of the travel time residency requirement contained in Section 4 above.
 - d. Notwithstanding any of the above, the parties may also mutually agree to extend the Pilot Program.
6. Nothing in this side letter shall supersede any other section of the IAFF MOA, including but not limited to Article 16 entitled "Management Rights."

This Side Letter Agreement shall become effective when ratified by union members and approved by City Council.

FOR THE CITY:




Norberto Dueñas
City Manager

5/9/16
Date



Jennifer Schembri
Director of Employee Relations

5/9/16
Date



Curtis Jacobson
Fire Chief

5/6/16
Date

FOR THE UNION:



Sean Kaldor
President, IAFF Local 230

5/5/2016
Date