

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

Lateral Firefighter Paramedic Hiring Incentive Pilot Program and Paramedic Service Agreement

Effective as soon as practicable, the City and the IAFF, Local 230 agree to the implementation of a Lateral Firefighter Paramedic Hiring Incentive Pilot Program.

Lateral Firefighter Paramedics hired on or after the implementation of the Lateral Firefighter Paramedic Hiring Incentive Pilot Program will be eligible for the following non-pensionable lump sum payments as specified in the table below:

Paramedics	
Timing	Hiring Incentive
Upon Hire	\$3,000
Upon Completion of 6 months (1,456 hours)	\$3,000
Upon Passing Probation (2,912 hours)	\$4,000
Total	\$10,000

The payment of any portion of the non-pensionable hiring incentive amount of \$10,000 to Firefighter Paramedics who possess an active Firefighter Paramedic License as of the date of their hire into a classification represented by IAFF, Local 230 is contingent on the employee being continuously employed as a Paramedic through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not as a Firefighter Paramedic prior to their one (1) year anniversary of passing probation as a Firefighter Paramedic, the employee forfeits the non-pensionable lump sum hiring incentive amounts that were received and, to the extent permitted by law, will be required to reimburse the City for all hiring incentive amounts they have received. The employee may sign an agreement to deduct the total hiring incentive amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the hiring incentive through any other lawful means, including the collection process.

IAFF, Local 230 further agrees that Lateral Firefighter Paramedics who participate in the Lateral Hiring Incentive Pilot Program 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 upon hire. Further, the employee must become an accredited Firefighter Paramedic in Santa Clara County prior to the completion of the probationary period and commit to utilize those skills as a Firefighter Paramedic for the City of San Jose's Fire Department for a minimum of three (3) years following their accreditation as a Paramedic as a condition of employment (see the attached agreement). This is not meant to limit promotions or other advancement opportunities for employees in the Firefighter classification.

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The terms of this Side Letter Agreement shall become effective when signed by all parties below and approved by the City Council in open session. The provisions contained in this Side Letter will end on June 30, 2024 unless mutually agreed upon by both parties.

X

FOR THE CITY:

FOR THE UNION:

 04/17/2023

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

/s/ 04/17/2023

Matt Tuttle Date
President, IAFF, Local 230

ATTACHMENT

FIREFIGHTER - RECRUIT (PARAMEDIC)

Paramedic Service Agreement and Conditions of
Employment Agreement

I understand that the City of San Jose's Offer of Employment for the Firefighter Academy was directly related to my skills and certification as a Paramedic licensed by the State of California and accredited to practice in the County of Santa Clara. I understand and agree that I accepted the City of San Jose's Offer of Employment with certain Conditions of Employment as defined below:

- I understand and agree that, as a Condition of my Employment, I am responsible to maintain all of the mandatory and essential licenses, accreditation's, continuing education requirements, certifications, and skills, required of a licensed and accredited Paramedic as defined by the San Jose Fire Department. I understand that I am required to provide proof of current licensure to practice in the State of California and possession of all required certifications as defined by the San Jose Fire Department prior to a final job offer and appointment to the Academy.
- I understand and agree that, as a Condition of Employment, I must satisfactorily complete the Paramedic Accreditation program in the County of Santa Clara as provided by San Jose Fire Department and that I must become an Accredited Paramedic in Santa Clara County prior to the completion of my Firefighter probationary period. Satisfactory completion of the probationary period is defined as completing all Firefighter probationary requirements within 12 months of service; 2912 hours of service from the date I am appointed as a Firefighter with the City of San Jose following graduation from the Firefighter Academy. If I do not satisfactorily complete all Firefighter probationary requirements, including becoming an Accredited Paramedic by the end of my probationary period, I may be terminated by the City of San Jose.
- Further, as a Condition of my Employment, upon my Paramedic accreditation with the San Jose Fire Department, I acknowledge and agree that I have a commitment to perform as a Paramedic for the City of San Jose Fire Department for a minimum of three (3) years following my accreditation as a Paramedic, provided such duty assignments are available. Failure to maintain all of the mandatory and essential licenses, accreditation's, continuing education requirements, certification, and skills, required of a licensed and accredited Paramedic as defined by the San Jose Fire Department may result in my termination and/or discipline for failure to meet these Conditions of Employment with the City of San Jose.

I agree to the above Conditions of Employment and Paramedic Service Agreement with the San Jose Fire Department and accept the terms of the Conditions of Employment for the Firefighter Academy.

Print Name: _____ Signature: _____

Paramedic License: _____ Date: _____