



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Alex Gurza

SUBJECT: SEE BELOW

DATE: August 13, 2012

Approved

Date

8/13/12

SUBJECT: APPROVAL OF SPECIAL OPERATIONS PREMIUM PAY PILOT PROGRAM FOR SAN JOSE FIRE FIGHTERS, IAFF LOCAL 230

RECOMMENDATION

Adopt a resolution to reflect an agreement between the City of San José (City) and the San Jose Fire Fighters, IAFF Local 230 (IAFF Local 230), to allow for the implementation of a Pilot Program that expands the Special Operations premium pay, specifically Hazardous Incident Team (HIT) and Urban Search and Rescue Company (USAR), to qualified employees regularly assigned, and qualified relief personnel assigned, to Engine Company 25 and Engine Company 5, until June 30, 2013.

OUTCOME

Adoption of the resolution will reflect an agreement between the City and IAFF Local 230, to allow for the implementation of a Pilot Program that expands the Special Operations premium pay, specifically HIT and USAR, to qualified employees regularly assigned, and qualified relief personnel assigned, to Engine Company 25 and Engine Company 5, until June 30, 2013.

BACKGROUND

During discussions Fire Administration had with IAFF Local 230 about the Squad Pilot Program, which identified alternatives to traditional re-staffing of engines or trucks, IAFF Local 230 indicated their interest in having or providing additional premium pay related to HIT and USAR. In brief, the unrelated Squad Pilot Program is an alternative service model consisting of single piece companies, with one Fire Engineer and one Fire Paramedic assigned to five San Jose Fire Stations, as determined by the Fire Chief and subject to the parameters of the side letter.

The San Jose Fire Department's Emergency Operations Policies and Procedures (EOPP) provides information related to the Department's HIT and USAR.

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The HIT Company is expected to be responsible for various tasks, including, but not limited to, responding to hazardous materials related emergencies City-wide and providing state-of-the-art information to the Incident Commander (IC) to assist in the decision making process, identification, detection, and/or measurement of involved materials, first-stage containment and/or control of released materials, exposure protection for the public, Fire Department personnel, and the environment, sophisticated communications capabilities, hazardous material incident related record keeping and post-emergency follow-up, etc.

The USAR Company is expected to be responsible for various tasks, including, but not limited to, responding to all current Truck assigned emergencies in their respective first due areas of response; responding to full first alarms, multiple alarms, and High Rise incidents as dispatched or as special called by the IC of an incident; responding to all technical rescue emergencies within the City limits as dispatched, etc.

Per the Memorandum of Agreement (MOA) with IAFF Local 230, personnel regularly assigned to the HIT and USAR teams receive a Special Operations Premium Pay equivalent to a one (1) step increase (or approximately 5%) during each biweekly pay period of such assignment. On or about July 18, 2012, the City and IAFF Local 230 entered into a Side Letter agreement related to the Special Operations Premium Pay Pilot Program to expand the HIT and USAR premium pay to personnel assigned to the secondary HIT and USAR teams of Engine Company 25 and Engine Company 5, respectively.

The purpose of the Special Operations Premium Pay Pilot Program is to expand the Special Operations premium pay to employees assigned to secondary HIT and USAR teams, specifically those qualified employees regularly assigned, and qualified relief personnel assigned, to Engine Company 25 and Engine Company 5. The agreement reached between the City and IAFF Local 230 will be effective the beginning of the first pay period after the agreement is approved by City Council, and will expire on or about June 30, 2013. No other provisions related to the Special Operations or Special Operations Premium Pay are altered or otherwise affected by this agreement.

ANALYSIS

A copy of the executed side letter is attached. The following is a summary of the key provisions:

Term This agreement was executed on or about July 18, 2012. The terms of the agreement shall become effective when approved by the City Council and shall expire on June 30, 2013. Employees shall not be eligible for retroactive pay for the premium pay.

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Sunset Provision The Special Operations Premium Pay Pilot Program will expire on June 30, 2013. Any continuance of the Special Operations Premium Pay Pilot Program will be discussed during the upcoming negotiations for a successor MOA; otherwise, this pilot program shall cease to be in effect after June 30, 2013, unless extended by mutual agreement of the parties.

Premium Pay (HIT) Effective the beginning of the first payroll pay period subsequent to the approval of City Council and subject to the provisions set forth in 5.2.3 of the MOA and any applicable Departmental policy, *all employees regularly assigned to Engine Company 25* shall be paid an amount equivalent to a one (1) step salary step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period, of such assignment to Engine Company 25. This means that an employee is eligible for this premium pay only when working on Engine Company 25.

Effective the beginning of the first payroll pay period subsequent to the approval of City Council and subject to the provisions set forth in 5.2.3 and any applicable Departmental policy, *qualified relief personnel who are assigned to Engine Company 25*, during the absence of regularly assigned Engine Company 25 members, shall be paid \$25.00 for such assignment to Engine Company 25 during which four (4) or more consecutive hours are worked per shift.

Premium Pay (USAR) Effective the beginning of the first payroll pay period subsequent to the approval of City Council and subject to the provisions set forth in 5.2.5 and any applicable Departmental policy, *all employees regularly assigned to Engine Company 5* shall be paid an amount equivalent to a one (1) step salary step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period, of such assignment to Engine Company 5. This means that an employee is eligible for this premium pay only when working on Engine Company 5.

Effective the beginning of the first payroll pay period subsequent to the approval of City Council and subject to the provisions set forth in 5.2.5 and any applicable Departmental policy, *qualified relief personnel who are assigned to Engine Company 5*, during the absence of regularly assigned Engine Company 5 members, shall be paid \$25.00 for such assignment to Engine Company 5 during which four (4) or more consecutive hours are worked per shift.

As previously noted, no other terms related to the Special Operations or Special Operations Premium Pay are altered by this agreement.

EVALUATION AND FOLLOW-UP

No further follow-up with the City Council related to this action is anticipated at this time.

PUBLIC OUTREACH/INTEREST

- Criteria 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criteria 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criteria 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

While this action does not meet any of the criteria listed, this memorandum was posted on the City's website 14 days in advance of the August 28, 2012, City Council meeting.

COORDINATION

This memorandum was coordinated with the San Jose Fire Department and the City Manager's Budget Office.

COST IMPLICATIONS

The recommended special operations premium pilot program for the remainder of Fiscal Year 2012-2013, which includes expanding the HIT and USAR premium pay to relief personnel, results in additional cost to the General Fund. As stated previously in this memorandum, these pay premiums would go into effect with the first pay period after City Council approval, which would be the pay period starting on September 2, 2012.

Therefore, the total cost for the additional premium pay for the HIT and USAR front line and relief personnel for 2012-2013 would be approximately \$97,000, and the estimated total cost for the additional HIT and USAR relief personnel coverage pay would be approximately \$10,000 with a combined cost of approximately \$107,000. There are sufficient funds in the Fire Department's Personnel Services appropriation to pay for these premium pays.

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CEQA

Not a Project, File No.PP10-069(b), Personnel Related Decisions.



Alex Gurza
Deputy City Manager

For questions please contact Alex Gurza, Deputy City Manager, at (408) 535-8150.

Attachment

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230

SPECIAL OPERATIONS PREMIUM PAY PILOT PROGRAM**

PURPOSE

To amend the current Memorandum of Agreement between the City of San Jose and the International Union of Firefighters (IAFF) Local 230, to allow for the implementation of a Pilot Program that expands the Special Operations premium pay to qualified employees regularly assigned, and qualified relief personnel assigned, to Engine Company 25 and Engine Company 5, until June 30, 2013, unless extended by mutual agreement of the parties.

AGREEMENT

5.2 Special Operations.

5.2.1 All employees assigned to the Hazardous Incident Team (HIT) program shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period of such assignment.

5.2.1.1 Effective the beginning of the first payroll pay period subsequent to the effective date of this agreement, all employees regularly assigned to Engine Company 25, subject to the provisions set forth in 5.2.3 and any applicable Departmental policy, shall be paid an amount equivalent to a one (1) step salary step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period, of such assignment to Engine Company 25. This means that an employee is eligible for this premium pay only when working on Engine Company 25.

5.2.2 Relief personnel who are assigned to the HIT Unit during the absence of regularly assigned unit members shall be paid \$15.00 for such assignment during which four (4) or more consecutive hours are worked.

5.2.3 Prior to July 1, 2008, the City will provide Local 230 with the EOPP Section covering the HIT Program amended to include the following:

- Skill-based bidding whereby employees with higher levels of skill and/or training applicable to the HIT Program will have priority in bidding into the Program and seniority will be used as a tiebreaker;

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- A requirement that any individual assigned to the HIT Program will remain with the HIT Program for a period of three (3) years following the completion of any minimum skill and certification requirements;
- A requirement that all personnel assigned to the HIT Program will maintain and annually demonstrate required skills and complete any mandatory continuing education; and
- A restriction limiting shift trades and relief assignments for personnel assigned to the HIT Unit to other employees assigned to the Program or with qualified relief pool members who had completed the minimum skill and certification requirements.

The Department will adopt the revised EOPP effective July 1, 2008.

5.2.4 Effective the beginning of the first payroll pay period after the final adopted of the revised EOPP covering the HIT Program, qualified relief personnel who are assigned to the HIT Unit during the absence of regularly assigned unit members shall be paid \$25.00 for such assignment during which four (4) or more consecutive hours are worked.

5.2.4.1 Effective the beginning of the first payroll pay period subsequent to the effective date of this agreement, qualified relief personnel who are assigned to Engine Company 25, subject to the provisions set forth in 5.2.3 and any applicable Departmental policy, during the absence of regularly assigned Engine Company 25 members shall be paid \$25.00 for such assignment to Engine Company 25 during which four (4) or more consecutive hours are worked per shift.

5.2.5 On or about January 1, 2008, the City will provide Local 230 with a draft EOPP describing the USAR Program. This draft policy will contain the following:

- Skill-based bidding whereby employees with higher levels of skill and/or training applicable to the USAR Program will have priority in bidding into the Program and seniority will be used as a tiebreaker.
- A requirement that any individual assigned to the USAR Program will remain with that Company for a period of three (3) years following the completion of any minimum skill and certification requirements.

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- A requirement that all personnel assigned to the USAR Program will maintain and annually demonstrate required skills and complete any mandatory continuing education; and
- A restriction limiting shift trades and relief assignments for personnel assigned to a USAR Company to other employees assigned to the USAR Program or with qualified relief pool members who have completed the minimum skill and certification requirements.

Local 230 will review and comment on the draft EOPP describing the USAR program and may request bargaining over any matters within the scope of representation (not including items enumerated in this section) on or before March 1, 2008.

- 5.2.6 Effective the later of July 1, 2008 or the beginning of the first payroll pay period after the parties reach agreement on the EOPP describing the USAR program, all employees assigned to a USAR Company shall be paid an amount equivalent to a one (1) step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period of such assignment.

5.2.6.1 Effective the beginning of the first payroll pay period subsequent to the effective date of this agreement, all employees regularly assigned to Engine Company 5, subject to the provisions set forth in 5.2.5 and any applicable Departmental policy, shall be paid an amount equivalent to a one (1) step salary step increase under the biweekly pay plan, or approximately five percent (5.0%) during each biweekly pay period, of such assignment to Engine Company 5. This means that an employee is eligible for this premium pay only when working on Engine Company 5.

- 5.2.7 Effective the later of July 1, 2008, or the beginning of the first payroll pay period after the parties reach agreement on the EOPP describing the USAR program, qualified relief personnel who are assigned to a USAR Company during the absence of regularly assigned unit members shall be paid \$25.00 for such assignment during which four (4) or more consecutive hours are worked.

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SPECIAL OPERATIONS PREMIUM PAY PILOT PROGRAM

5.2.7.1 Effective the beginning of the first payroll pay period subsequent to the effective date of this agreement, qualified relief personnel who are assigned to Engine Company 5, subject to the provisions set forth in 5.2.5 and any applicable Departmental policy, during the absence of regularly assigned Engine Company 5 members shall be paid \$25.00 for such assignment to Engine Company 5 during which four (4) or more consecutive hours are worked per shift.

5.2.8 Any negotiations over the development of policies pursuant to section 5.2 or any subsection therefore, shall not be subject to arbitration under Charter Section 1111 or any other provision of the MOA.

TERM and SUNSET PROVISION

This agreement shall become effective when signed by all parties below and approved by the City Council and shall expire on June 30, 2013. Employees shall not be eligible for retroactive pay for the premium pay provided herein.

Continuance of the Pilot Program will be discussed during upcoming negotiations for a successor Memorandum of Agreement. This Pilot Program shall cease to be in effect after June 30, 2013, unless the Pilot Program is extended by mutual agreement of the parties.

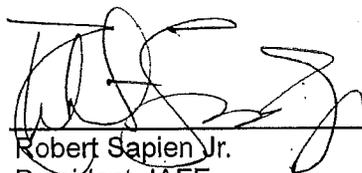
FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:



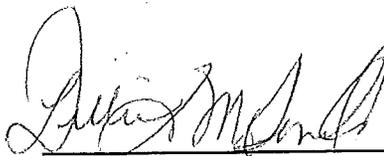
Alex Gurza
Deputy City Manager

7-18-12
Date



Robert Sapien Jr.
President, IAFF

July 11, 2012
Date



William McDonald
Fire Chief

7/11/12
Date