CITY OF SAN JOSE AND SAN JOSE FIRE FIGHTERS, LOCAL 230
TENTATIVE AGREEMENT

TERM

July 1, 2009 – June 30, 2013

WAGES

See Attached

COST SHARING FORMULA

See Attached

HEALTHCARE HMO PLAN DESIGN

See Attached

HEALTH AND/OR DENTAL IN LIEU

See Attached

HEALTHCARE DUAL COVERAGE

See Attached

MINIMUM STAFFING

See Attached

RETIREE HEALTHCARE FUNDING

See Attached

UNIFORM ALLOWANCE

See Attached

AIRPORT FIRE SERVICES

See Attached

SUPPORT PARAMEDICS

See Attached

SIDE LETTERS

- Sick Leave Payoff
- Retirement Benefits for current and new employees
- Layoff
- Supplemental Retiree Benefits Reserve (SRBR)
- Subsidy for Public Transit
- Grievances
    - Elimination of USAR 16
    - Support Paramedic Pay
    - Uniform Allowance
- Wellness Program

This agreement is still 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 this document is not part of the Tentative Agreement.

FOR THE CITY:

3-3-11

Alex Gurza — Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch — Date
San Jose Fire Fighters, Local 230 President

TERM

ARTICLE 1 TERM

1.1 This Agreement shall become effective ~~March 1, 2004~~July 1, 2009, except where otherwise provided, and shall remain in effect through June 30, 2013~~09~~. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

ARTICLE 5 WAGES AND SPECIAL PAY

5.1 Wages and Special Adjustments

~~Effective July 3, 2005, all persons represented by the IAFF shall receive a wage increase of 1.50%.~~

~~Effective July 2, 2006, all persons represented by the IAFF shall receive a wage increase of 5.70%.~~

~~Effective July 1, 2007, all persons represented by the IAFF shall receive a wage increase of 5.70%.~~

~~Effective June 29, 2008, all persons represented by the IAFF shall receive a wage increase of 3.75%.~~

~~Any general wage increase during the term of the MOA will be reduced by the cost of any additional premium pay for Special Operations effective on or after the first pay period of that fiscal year.~~

Effective June 26, 2011, all salary ranges for employees represented by IAFF, Local 230 shall be decreased by approximately 10.0%. This will result in the top and bottom of the range of all classifications represented by IAFF, Local 230 being 10.0% lower. All employees will receive a 10.0% base pay reduction.

The wage increases are approximate in accordance with current City of San José payroll tables. Salary ranges are attached hereto as "Exhibits I~~, II, III, and IV~~".

~~5.2.7Any general wage adjustment effective on or after June 29, 2008 shall be reduced by the cost of any increased premium pay for Special Operations.~~

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

COST SHARING FORMULA

ARTICLE 6 INSURANCE BENEFITS

6.1 Health Insurance Coverage.

6.1.1 Eligible employees may elect health insurance coverage under one (1) of the available plans for employee only or ~~for~~ employee and dependents. ~~As of the effective date of this Agreement, the plans include: Kaiser, Blue Shield HMO, and Blue Shield POS/PPO.~~

~~6.1.2 The City will pay ninety percent (90%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage, and the employee will pay ten percent (10%) of the premium of the lowest cost plan up to a maximum of $25.00 per month. Any additional amount above the cost of the lowest priced plan, less $25.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.~~

~~6.1.3 Effective January 1, 2007, the City will pay ninety (90%) percent of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay ten (10%) percent of the premium of the lowest cost plan up to a maximum of $100.00 per month. Any additional amount above the cost of the lowest priced plan, less $100.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.~~

6.1.2~~4~~ ~~Effective January 1, 2008, the~~The City will pay ninety (90%) percent of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay ten (10%) percent of the premium of the lowest cost plan up to a maximum of $150.00 per month. Any additional amount above the cost of the lowest priced plan, less $150.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.

6.1.3 Effective pay date July 1, 2011, the City pays eighty-five (85%) percent of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen (15%) percent of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

HEALTHCARE CO-PAYS

6.1.5 ~~Effective January 1, 2008, c~~Co-pays for all available HMO plans shall be as follows:

a) Office Visit Co-pay shall be increased to $10.
b) Prescription Co-pay shall be increased to $5 for generic and $10 for brand name.
c) Emergency Room Co-pay shall be increased to $50.

Effective pay date July 1, 2011, a $25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

a) Office Visit Co-pay shall be increased to $25.
b) Prescription Co-pay shall be increased to $10 for generic and $25 for brand name.
c) Emergency Room Co-pay shall be increased to $100.
d) Inpatient/Outpatient procedure Co-pay shall be increased to $100

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

HEALTH AND DENTAL IN LIEU

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

6.4.1 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.

6.4.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive fifty percent (50%) of the City's contribution toward the employee's health and/or dental insurance at the lowest cost single plan, or family plan if the employee is eligible for family coverage. The City will retain the remaining fifty percent (50%) of that contribution.

Effective pay date July 1, 2011, 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	$19.95

6.4.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced work week or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

6.4.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment or during the annual open enrollment period. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

6.4.5 Domestic Partners. Effective October 31, 2001, IAFF members (active employees only) will be eligible to include domestic partners (per the terms and conditions as described on the Affidavit of Domestic Partnership) as dependents for benefits enrollment.

6.4.6 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible

status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced work week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

6.4.7 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

6.4.7.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers enrollment procedures.

6.4.7.2 Dental Insurance. Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two (2) dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

HEALTHCARE DUAL COVERAGE

6.1.6 An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

6.2.4 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

MINIMUM STAFFING

ARTICLE 33 MINIMUM STAFFING

33.1 The parties agree that such staffing shall be accomplished pursuant to the Minimum Staffing procedures set forth in the OAG. It is further agreed that such procedures will be revised by the parties in order to equalize minimum staffing opportunities consistent with this Agreement.

33.2 The City agrees to provide the following staffing levels at all times:

33.2.1 Each single piece Engine Company ~~and the HIT team~~ shall have a minimum of four (4) line personnel.

33.2.2 Each Engine Company with a hose wagon shall have a minimum of five (5) line personnel.

33.2.3 Each three (3) piece Engine company shall have a minimum of six (6) line personnel.

33.2.4 Each Truck Company or Urban Search and Rescue vehicle shall have a minimum of ~~five (5)~~four (4) line personnel.

33.2.5 Each Battalion shall have a minimum of one (1) battalion chief or person acting in this capacity per shift.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

RETIREE HEALTHCARE FUNDING

ARTICLE 29 RETIREE HEALTHCARE FUNDING
(Current Article 29 and subsequent articles to be re-numbered)

29.1 The City and the Union agree to transition from the current partial pre-funding of fire retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the fire retiree healthcare benefits plan ("Plan"). The transition shall be accomplished by phasing into fully funding the ARC over a period of five (5) years beginning June 26, 2011. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2041 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.36.575 (C) (1) and (2) of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of three-to-one. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.

29.2 The City and the Union further agree that the Municipal Code and/or applicable plan documents shall be amended in accordance with the above agreement and that the Union will support such amendments.

29.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Police and Fire Department Retirement Plan Board's actuary, and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be divided in five steps (using a straight line method), each to be effective on the first pay period of the City's fiscal year in each succeeding year. The first increment of the phase-in shall be effective on June 26, 2011. It is understood that because of changes resulting from future actuarial valuations, the amount of each increase may vary upward or downward. The City and Union agree that the Plan member cash contribution rate shall not have an incremental increase of more than 1.25% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than 1.35% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 5.25% of pensionable pay.

29.4 If, at any time the calculated Plan member cash retiree healthcare contributions exceed 10% of pensionable pay or the calculated City cash retiree healthcare contributions exceed 11% of pensionable pay for the City (excluding implicit subsidy), the parties shall meet and confer on how to address any retiree healthcare contributions above 10% of pensionable pay for Plan members or 11% of pensionable pay for the City in order to fund the full ARC. Such discussions shall include alternatives to reduce retiree healthcare costs. If the parties are unable to agree on the manner in which to fully fund the retiree healthcare ARC (contributions exceeding 10% of pensionable pay for Plan members or 11% of pensionable pay for the City, excluding implicit subsidy), applicable impasse dispute resolution procedures shall apply.

Nothing in this Article shall be construed to obligate Plan members to pay more than 10% of pensionable pay or the City to pay more than 11% of pensionable pay to fund retiree healthcare.

29.5 The City will establish a qualified trust ("Trust") by July 1, 2011.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

UNIFORM ALLOWANCE

ARTICLE 8 UNIFORM ALLOWANCE

8.1 An annual Uniform Allowance not to exceed $495.00 shall be paid to each sworn person who holds a position within the classifications listed below ~~in accordance with the provisions of Section 8(a) of Resolution Number 51872, as amended, by the City Council. This shall be paid on a regular paycheck and the required tax deductions shall be applied.~~

2314	Battalion Chief	3333	Fire Master Mechanic
2313	Fire Captain	2326	Fire Prevention Inspector
3332	Assistant Fire Master Mechanic	2312	Fire Engineer
2310	Fire Fighter Recruit	2311	Fire Fighter
2328	Arson Investigator		

For calendar year 2011, the uniform allowance shall be paid in January 2012.

If an employee entitled to uniform allowance has less than two thousand eight hundred eight (2,880) paid hours in the prior year, then uniform allowance will be reduced in the proportion that the employee's unpaid hours bear to two thousand eight hundred eighty (2,880) or equivalent conversion time for personnel on a forty (40) hour schedule.
~~Upon successful completion of the firefighter academy, a firefighter recruit shall receive an advance of $250.00 to be deducted from future uniform allowance payments.~~

8.2 ~~If an employee entitled to uniform allowance has less than two thousand eight hundred eighty (2,880) paid hours in the prior year, then uniform allowance will be reduced in the proportion that the employee's unpaid hours bear to two thousand eight hundred eighty (2,880) or equivalent conversion time for personnel on a forty (40) hour schedule.~~Effective the first pay period of payroll calendar year 2012, payment shall be made during the first two pay periods of each month, in the amount of $20.62 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

AIRPORT FIRE SERVICES

2.4 The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. This provision shall not apply to the following:

~~a) Station 20 (Airport) which the City agrees will not be contracted out during the term of this agreement; or,~~

a~~b~~) authority previously granted to City under this Agreement for Civilianization of Functions, which may be exercised by the City without further meeting and conferring.

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

SUPPORT PARAMEDICS

5.4.2 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 ~~Effective~~ May 1, 2007, ~~employees who are newly designated as support paramedics~~ 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. ~~Employees previously designated as support paramedics shall have their paramedic premium pay frozen and "Y-rated" and shall continue to receive that amount as paramedic premium pay until such time as that amount is either less than or equals five percent (5%) of top step firefighter base biweekly pay in which event that support paramedic shall continue thereafter to receive as paramedic premium pay 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.~~

Tentatively Agreed on March 3, 2011

Jeff Welch
President
San Jose Fire Fighters, Local 230

Alex Gurza
Director of Employee Relations
City of San Jose

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

SICK LEAVE PAYOFF

The City and the San Jose Fire Fighters, Local 230 agree to continue meeting and conferring on sick leave payoff (Article 26.2) for current and future employees.

Either the City or Union may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or Union receives notice from the other. The City and Union shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, the parties shall submit the issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or City Charter section 1111.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

RETIREMENT REFORM

The City and the San Jose Fire Fighters, Local 230 agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or Union may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or Union receives notice from the other. The City and Union shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, the parties shall submit the issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or City Charter section 1111.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

LAYOFF

Either the City or Union may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or Union receives notice from the other. The City and Union shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, the parties shall submit the issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or City Charter section 1111.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the San Jose Fire Fighters, Local 230 agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Police and Fire Department Retirement Plan.

Either the City or Union may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or Union receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and Union shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, the parties shall submit such issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or City Charter section 1111.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

SUBSIDY FOR PUBLIC TRANSIT

The City and the San Jose Fire Fighters, Local 230 agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or Union may provide notice to the other of its request to discuss the programs available to employees that provide subsidy for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or Union receives notice from the other.

To the extent than any change to the programs may be a mandatory subject of bargaining, the City and Union shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, the parties shall submit the issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or City Charter section 1111.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza — Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch — Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

GRIEVANCES

On June 26, 2010, a grievance arbitration award was issued on the elimination of USAR Company 16 that provides a retroactive general wage increase of .07% to all employees represented by the San Jose Fire Fighters, Local 230. As part of the overall agreement on a successor Memorandum of Agreement, the San Jose Fire Fighters, Local 230 agrees to forego any pay that is awarded to eligible employees represented by the San Jose Fire Fighters, Local 230 in this arbitration decision.

On December 14, 2010, a grievance arbitration award was issued on the Support Paramedic Premium issue that eliminates the Y-rating of the 8% support paramedic premium pay and provides a retroactive premium pay to eligible employees. As part of the overall agreement on a successor Memorandum of Agreement, the San Jose Fire Fighters, Local 230 agrees to forego any pay that is awarded to eligible employees represented by the San Jose Fire Fighters, Local 230 in this arbitration decision.

On or about February 8, 2011, the San Jose Fire Fighters, Local 230 filed a Step II grievance regarding the 2010 uniform allowance compensation for employees that were layed off as part of the Fiscal Year 2011-2012 Adopted Budget and employees that separated employment with the City of San Jose prior to the payment of the uniform allowance. As part of the overall agreement on a successor Memorandum of Agreement, the San Jose Fire Fighters, Local 230 agrees to withdraw this grievance with prejudice, and the City of San Jose shall withdraw all invoices made to individuals that are no longer employed with the City of San Jose related to uniform allowance during the time period between July 1, 2010, and January 1, 2011.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor Memorandum of Agreement.

FOR THE CITY:

3-3-11

Alex Gurza Date
Director of Employee Relations

FOR THE UNION:

3-3-11

Jeff Welch Date
President, San Jose Fire Fighters, Local 230

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

SAN JOSE FIRE FIGHTERS, LOCAL 230

PILOT WELLNESS PROGRAM

The City of San Jose and the San Jose Fire Fighters, Local 230 agree to enter into a Side Letter Agreement on a Pilot Wellness Program.

The terms of the Pilot Wellness Program are as follows:

1. The Pilot Wellness Program is subject to available funding and may be terminated at any time at the discretion of the City.

2. Sworn personnel represented by Local 230 shall participate in a Health Risk Assessment (HRA) fitness evaluation that will be conducted semiannually (every six (6) months) by the San Jose Fire Department.

   The HRA fitness evaluation will result in the employee being provided a "Fit Score" based on the scoring and testing components as described in attached Exhibit I (San Jose Fire Department Health and Fitness Program).

3. The Fire Chief may direct any sworn personnel assigned to twenty-four (24) hour duty with a "Fit Score" of 2 or below as described in attached Exhibit I, or if recommended by the Department's assigned Wellness Program Coordinator, to participate in a fitness program while on duty, subject to the provisions in Section 4.420.54 of attached Exhibit II.

4. The results of the initial HRA fitness evaluation or any other fitness evaluation resulting from employee's subsequent participation in a fitness program are non-punitive in nature.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:		FOR THE UNION:	
3-3-11		3-3-11	
Alex Gurza	Date	Jeff Welch	Date
Director of Employee Relations		President, San Jose Fire Fighters, Local 230	

Exhibit I

SAN JOSE FIRE DEPARTMENT HEALTH AND FITNESS PROGRAM

The San Jose Fire Department will conduct semiannual (every six months) Health Risk Assessment (HRA) fitness evaluation. The HRA will consist of the following eight testing components utilizing the Fit Score below:

Fit Score	Level
6	20% Better *
5	Excellent
4	Very Good
3	Good
2	Fair
1	Poor

*Any results that are 20% better than the best possible score will earn 6 points.

1. Resting Heart Rate

A resting pulse rate of above 75 for men and above 80 for women is considered above the average. The resting heart rate is taken in a seated position and after a 10-minute rest as needed. The pulse may be retaken twice with a 10-minute break in between tests.

Age Group	Fit Score	Resting Heart Rate	
		Male	Female
18	5	≤ 60	≤ 65
	4	61-67	66-72
to	3	68-73	73-78
	2	74-79	79-84
60 +	1	≥ 80	≥ 85

2. Resting Blood Pressure

The resting blood pressure is taken in a seated position and after a 10-minute rest as needed. The BP may be retaking twice with a 10-minute break in between the tests.

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
18 to 29	5	≤ 112	≤ 72	≤ 100	≤ 68
	4	113-118	73-76	101-110	69-72
	3	119-122	77-80	111-116	73-76
	2	123-130	81-84	117-120	77-80
	1	≥ 131	≥ 85	≤ 121	≤ 81

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
30 to 39	5	≤ 114	≤ 74	≤ 104	≤ 70
	4	115-120	75-78	105-110	71-74
	3	121-124	79-80	111-118	75-80
	2	125-132	81-83	119-122	81-82
	1	≥ 133	≥ 89	≤ 123	≤ 83

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
40 to 49	5	≤ 116	≤ 76	≤ 105	≤ 70
	4	117-122	77-80	106-112	71-74
	3	123-126	81-84	113-118	75-80
	2	127-134	85-90	119-126	81-82
	1	≥ 135	≥ 91	≤ 127	≤ 83

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
50 to 59	5	≤ 118	≤ 78	≤ 110	≤ 70
	4	119 -124	79-80	111-120	71-78
	3	125-128	81-85	121-125	79-82
	2	129-136	87-90	127-140	83-90
	1	≥ 137	≥ 91	≤ 141	≤ 91

Group	Fit Score	Resting Blood Pressure			
		Male		Female	
		Systolic	Diastolic	Systolic	Diastolic
60 +	5	≤ 120	≤ 80	≤ 110	≤ 70
	4	121 -126	81-82	111-120	71-78
	3	127-130	83-87	121-125	79-82
	2	131-138	89-92	127-140	83-90
	1	≥ 139	≥ 93	≤ 141	≤ 91

3. Body Composition Assessment

This assessment is done with calipers and measures the percent of body fat relative to total body mass.

Age Group	Fit Score	Body Composition	
		Male	Female
18 to 29	5	≤ 11.9	≤ 15.0
	4	12.0-16.1	15.1-20.0
	3	16.2-20.0	20.1-24.6
	2	20.1-25.4	24.7-30.3
	1	≥ 25.5	≥ 30.4

Age Group	Fit Score	Body Composition	
		Male	Female
30	5	≤ 14.9	≤ 16.8
	4	15.0-18.6	16.9-21.1
to	3	18.7-21.8	21.2-25.0
	2	21.9-25.9	25.1-30.6
39	1	≥ 26.0	≥ 30.7

Age Group	Fit Score	Body Composition	
		Male	Female
40	5	≤ 16.7	≤ 19.9
	4	16.8-20.4	20.0-24.1
to	3	20.5-23.4	24.2-27.5
	2	23.5-27.2	27.6-31.5
49	1	≥ 27.3	≥ 31.6

Age Group	Fit Score	Body Composition	
		Male	Female
50	5	≤ 18.1	≤ 23.1
	4	18.2-21.7	23.2-27.3
to	3	21.8-24.7	27.4-30.7
	2	24.8-28.3	30.8-34.9
59	1	≥ 28.4	≥ 35.0

Age Group	Fit Score	Body Composition	
		Male	Female
	5	≤ 18.4	
60 +	4	18.5-22.0	
	3	22.1-25.0	
	2	25.1-28.5	
	1	≥ 28.6	

4. Three-minute Step Test Recovery

This test will be performed using a bench 16 inches high. The testee is asked to step up and down on the box, one foot at a time, at a pace of 24 times per minute kept with a metronome set at 96 beats/minute. The test is for three minutes. A the end of the three minutes, the testee is seated and his/her radial pulse is taken for 60 seconds. If the pulse does not recover to 100 or below after 30 minutes, further medical examination will be necessary by a physician prior to allowing the employee to continue with testing events and/or return to duty.

Group	Fit Score	Three-Minute Step Test (Heart Rate)			
		Male		Female	
		Within 1 Minute	After 3 Minutes	Within 1 Minutes	After 3 Minutes
18 to 60 +	5	≤ 119	≤ 75	≤ 125	≤ 80
	4	120 -129	76-84	125-135	81-89
	3	130-144	85-93	136-150	90-98
	2	145-159	94-105	151-164	99-110
	1	≥ 160	≥ 106	≤ 165	≤ 111

5. **Flexibility (Sit/Reach) Test**

The sit and reach test will measure all of the important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured. The test will be conducted three times and the best of the three trials will be recorded.

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
18 to 39	5	≤ 15.75	≤ 16.50
	4	14.0-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	≤ 10.25	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
40 to 49	5	≤ 15.50	≤ 16.25
	4	13.75-15.25	14.50-16.00
	3	11.75-13.50	12.50-14.25
	2	10.25-11.50	10.50-12.50
	1	≤ 10.00	≤ 10.25

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
50 to	5	≤ 15.25	≤ 16.00
	4	13.50-15.00	14.25-15.75
	3	11.50-13.25	12.25-14.00
	2	10.00-11.25	10.25-12.00

59	1	≤ 9.75	≤ 10.00

Age Group	Fit Score	Flexibility (Sit/Reach)	
		Male	Female
60 +	5	≥ 15.00	
	4	13.25-14.75	
	3	11.25-13.00	
	2	9.75-11.00	
	1	≤ 9.75	

6. Abdominal Sit-ups

The testee has one minute to do as many abdominal sit-ups as possible. A sit-up is counted if the entire shoulder blade is lifted off the mat and returned to the starting position.

Age Group	Fit Score	Sit-ups
		Male/Female
18	5	≥ 52
	4	44-51
to	3	35-43
	2	24-34
29	1	0-23

Age Group	Fit Score	Sit-ups
		Male/Female
30	5	≥ 50
	4	42-49
to	3	32-41
	2	21-31
39	1	≥ 80

Age Group	Fit Score	Sit-ups
		Male/Female
40	5	≥ 47
	4	39-46
to	3	28-38
	2	17-27
49	1	0-14

Age Group	Fit Score	Sit-ups Male/Female
50	5	≥ 44
	4	36-43
to	3	24-35
	2	13-23
59	1	0-12

Age Group	Fit Score	Sit-ups Male/Female
60 +	5	≥ 30
	4	22-29
	3	19-21
	2	15-18
	1	0-14

7. Push Ups

The testee is asked to do as many pushups as possible without stopping. There's no time limit. A push up is counted if the upper and lower arm make 90-degree angle at the bottom of the pushup and the arms are fully extended at the top of the pushup.

Age Group	Fit Score	Pushups	
		Male	Female
18	5	≥ 40	≥ 25
	4	34-39	20-24
to	3	27-33	14-19
	2	21-26	9-13
29	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
30	5	≥ 37	≥ 23
	4	31-36	18-22
to	3	24-30	12-17
	2	18-23	7-11
39	1	0-20	0-8

Age Group	Fit Score	Pushups	
		Male	Female
40	5	≥ 34	≥ 18

to	4	28-33	14-17
	3	17-23	6-9
	2	15-20	5-8
49	1	0-14	0-4

Age Group	Fit Score	Pushups	
		Male	Female
50	5	≥ 30	≥ 14
	4	24-29	10-13
to	3	17-23	6-9
	2	11-16	3-5
59	1	0-10	0-2
Age Group	**Fit Score**	**Pushups**	
		Male	**Female**
	5	≥ 23	
60 +	4	18-22	
	3	10-17	
	2	6-9	
	1	0-5	

8. **1.5 Mile Run/Walk.**

This test is an excellent indication of the condition of the heart and lungs as it measures one aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the three-minute step test be above acceptable ranges, the testee is not required to participate in the 1.5 mile run/walk. The testee is to run/walk around a measured 440-yard track for six (6) laps or use a treadmill as an option.

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
18	5	≤ 11.29	≤ 13:39
	4	11:30-12:09	13:40-15:09
to	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54
29	1	≥ 14:30	≥ 17:55

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
30	5	≤ 11.49	≤ 13:54
	4	11:50-12:54	13:55-15:14
to	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
39	1	≥ 14:45	≥ 18:25

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
40	5	≤ 12.04	≤ 15:09
	4	12:05-13:24	15:10-16:04
to	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
49	1	≥ 15:20	≥ 19:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
50	5	≤ 12.54	≤ 15:44
	4	12:55-14:04	15:45-17:29
to	3	14:05-15:09	17:30-18:54
	2	15:10-16:04	18:55-20:39
59	1	≥ 16:05	≥ 20:30

Age Group	Fit Score	1.5 Mile Run/Walk	
		Male	Female
	5	≤ 13:53	
60 +	4	13:54-15:29	
	3	15:30-16:43	
	2	16:44-18:	
	1	≥ 18:01	

Exhibit II

4.420.54 Physical Fitness Program (REV 11/07)

A. Purpose: This program will provide FD personnel on 24-hour duty with an opportunity to engage in general fitness activities while on shift. The activities will be designed to enable personnel to meet a basic fitness level that will help the firefighter during the times of high stress and exertion required in their profession. The program is also targeted to reduce the number and severity of job incurred injuries and illness.

B. Establishment: The physical fitness program is established by the Fire Chief's Office of the SJFD. Each BC will administer the physical fitness activities in their district and on their shift as set forth in this program.

   1. Participation in the program is allowed and encouraged for all personnel assigned to 24-hour duty. Anyone hired after February 1, 1986, will be required to participate in the annual Physical Fitness Program, including completion of the IAFF Wellness Risk Assessment, and all required CAL-OSHA physical examinations. These individuals must notify their supervisor of this fact.

   2. Attire prescribed for exercise in Section 4.270 Uniform and Grooming Standards will be worn for physical fitness activities. Shoes of some type will be worn for physical fitness activity.

C. BC's will be responsible for scheduling within their Battalions. BC's will coordinate their schedule with neighboring Battalions so a minimum of companies are involved at one time.

D. Duration of Program: Duration of exercise shall not exceed 90 minutes per shift. This time will include dress, travel, exercise, and clean up.

E. Each station will designate one or more sites within their first-in response area. The fire station may be used for exercises that do not require open space (aerobics, stretching, jumping rope, exercise machines) or during inclement weather. Consideration for appropriate sites should include:

   2. Central location in the first-due area

   3. Facilities available:

      a. running track
      b. par course

      Apparatus shall always remain in sight for security and response.

   4. Activity shall not interfere with any other activities planned or in progress, on the site.

      a. Company officers will contact appropriate person(s) for permission prior to using any physical fitness site.
      b. Portable radio to be carried while exercising by at least one or more members.

F. General Procedures

1. Companies will remain in service during physical fitness activities.
2. All personnel will wear full turnouts over physical fitness clothes while on apparatus.
3. Officers in command will be held responsible for appropriateness of the activity, location and demeanor of personnel.

G. Type of Exercises:

1. Flexibility:

a. IAFF/IAFC Wellness-Fitness Initiative Statement: Flexibility is the functional measure of the range of motion of a joint. It is dependent on the pliability of the surrounding tissues (i.e. muscles, tendons, ligaments). Although the effect of increasing flexibility on performance is controversial, it is widely accepted that a lack of flexibility is a major contributor to injuries. Joint and limb restrictions may influence essential dynamic movements, balance, coordination, and muscular work efficiency.

According to the IAFF Death and Injury Survey, the leading type of line of duty injury within the professional fire service is sprains and strains. In addition, the most prevalent line of duty injury that leads to premature departure from the fire service is back injuries. Low levels of flexibility probably contributed to these statistics.

b. SJFD Physical Fitness Program: Personnel participating in the Physical Fitness Program will perform flexibility exercises to maintain moderate to high levels of flexibility. Personnel are encouraged to begin the work shift with flexibility exercises, stretch prior to exertion. This includes manipulative drills, exercise, and sports activities. Further, personnel are encouraged to follow the stretching program as presented in video training and as presented on training videos and station posters.

2. Aerobic Fitness:

a. IAFF/IAFC Wellness-Fitness Initiative Statement: According to the annual IAFF Death and Injury Surveys, the leading occupationally related diseases causing premature departures from the fire service were heart and lung disease. Aerobic fitness may improve an individual's resistance to these two categories of disease.

Aerobic fitness is fundamental to the health, safety and performance of all uniformed personnel. A program of regular aerobic exercise can help improve cardiovascular fitness and maintain normal body composition, weight, blood pressure, cholesterol, and blood sugar. In fact, an analysis demonstrated that inactive persons have a 90% higher risk of heart attack than physically active persons.

b. SJFD Physical Fitness Program: Personnel participating in the Physical Fitness Program will perform aerobic type exercise designed to elevate pulse rate for a minimum of 20 minutes. Activities such as walking, running, stationary biking, rope jumping, and aerobic workouts performed for a minimum of 20 minutes with an elevated pulse rate will meet the basic intent of the program.

Elevated pulse rate is based on 70 percent of maximum pulse rate. Maximum pulse rate is generally recommended to be 220 minus exerciser's age. (Example: 220 - 40 [age] = 180 maximum heart rate, 180 x 70% = 126 elevated pulse rate.) Under no circumstances exceed 85% of maximum pulse rate.

3. Muscular Strength:

   a. IAFF/IAFC Wellness-Fitness Initiative Statement: Strength is defined as the maximal force that a specific muscle or muscle group can generate. The demands of fire fighting require above average strength. Several studies and job analysis have shown that the weight of equipment used by a single fire fighter on the job is in excess of 100 lbs. Low levels of muscular strength most likely contribute to high incidence of sprains, strains and back injuries among fire fighters.

   b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will enhance strength. Weight training and resistance training will enhance strength. Personnel may engage in moderate and safe weight lifting and resistance training. The objective of these exercises is to enhance strength to aid job performance and reduce the potential for injury. Muscular strength building exercises are not intended for "body building" with extreme weights while on duty. Supervisors will ensure that these exercises are performed within the parameters safety and moderation.

4. Muscular Endurance:

   a. IAFF/IAFC Wellness-Fitness Initiative Statement: Muscular endurance is the ability of a muscle group to perform repeated contractions. Several studies and job analysis have shown a strong association between muscular endurance and the essential job tasks of fire fighting. Low levels of muscular endurance precipitate many preventable fire service injuries.

      Abdominal muscles endurance is necessary to stabilize the torso and support the lower back during exertion. Weak abdominal muscles may contribute to low back pain and low back injury.

   b. SJFD Physical Fitness Program: Personnel are encouraged to perform exercises that will improve and maintain muscular endurance. These may include sit-ups, push-ups, pull-ups, multiple repetition weight lifting with low weight and resistance exercises. Like muscular strength exercises, personnel must perform these exercises correctly to prevent injuries.