

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL TO MEF – HOUSEKEEPING**

City Proposed Language:

**ARTICLE 13 BENEFITS**

- 13.6 Employee Assistance Program. The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family problems which may otherwise affect the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees resolve problems and identify strategies for coping with difficult situations. The City will provide an EAP for full-time employees and for part-time employees eligible for benefits under Section 7.8.2 of this Agreement, and will continue such benefits at their current level during the term of this Agreement.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 for details regarding this benefit, or contact ~~MANAGED HEALTH NETWORK~~ at ~~1.800.227.1060~~the plan provider for appointments or further information.

**ARTICLE 10 LEAVES**

10.4 Disability Leave

~~10.4.1 Disability Leave. Disability Leave Supplement (DLS) was the benefit provided pursuant to this Article, which, when added to Worker's Compensation Temporary Disability (WCTD) resulted in providing employees eighty-five percent (85%) of their regular base salary. Effective July 7, 2013, employees shall no longer be eligible to receive DLS.~~

- 10.4.21 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave (and the integration of Sick Leave as provided in Section 10.3.3.3), including the integration of accrued vacation, compensatory time off, and sick leave as provided in Article 10.4.32, with Workers' Compensation may be considered to have separated from City service.

10.4.21.1 An employee who exhausts all leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.

- 10.4.32 Integration. Effective July 7, 2013, the integration of an employee's available leave will occur in the following order: (a) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

10.4.32.1 In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

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*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

J Schembri                      6/4/15  
Jennifer Schembri                      Date  
Interim Director of  
Employee Relations

**FOR THE UNION:**

Robyn Zamora for Yolanda Cruz                      6/4/15  
Yolanda Cruz                      Date  
President  
MEF, AFSCME Local 101

[Signature]                      6-4-15  
Charles Allen                      Date  
Business Agent  
AFSCME, Local 101