

**AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015
PACKAGE PROPOSAL #2**

PERIOD OF MEMORANDUM OF AGREEMENT

- Term of Contract: 3 years

WAGES AND SALARY STEP STRUCTURE

- 3% General Wage Increase FY 2015-2016
- 2% non-pensionable signing bonus lump sum payment FY 2015-2016
- 3% General Wage Increase FY 2016-2017
- 1% non-pensionable signing bonus lump sum payment FY 2016-2017
- 3% General Wage Increase FY 2017-2018

UNION RIGHTS

- As proposed April 23, 2015, and modified June 8, 2015 (MEF/CEO Package Proposal #1 – New Employee Orientation)
- As proposed June 8, 2015 (City Package Proposal A)

LEAVE OF ABSENCE/RETURN-TO-WORK

- Letter from City dated May 14, 2015 (MEF/CEO Package Proposal #1)

DISCIPLINARY ACTION – PART TIME EMPLOYEES

- As proposed on April 23, 2015, and modified June 11, 2015 (See attached – MEF/CEO Proposal – Disciplinary Action for Part-Time Employees)

PROTECTIVE EYEWEAR

- As proposed on May 5, 2015, and modified June 8, 2015 (MEF/CEO Package Proposal #1 – Protective Eyewear)

WORKING IN A HIGHER CLASSIFICATION

- As proposed May 26, 2015 (MEF/CEO Package #1 – City Side Letter on Higher Class Pay)

WITNESS LEAVE

- As proposed on June 8, 2015 (City Package Proposal A – Witness Leave)



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VACATION LEAVE

- As proposed May 5, 2015, and modified June 8, 2015 (MEF/CEO Package Proposal #1 – Vacation Leave)

OVERTIME

- As proposed on May 5, 2015, and modified June 8, 2015 (MEF/CEO Package Proposal #1 – Hours of Work and Overtime)

PROTECTIVE FOOTWEAR

- As proposed on May 20, 2015, and modified June 11, 2015 (See attached – MEF/CEO Counter-Proposal – Protective Footwear)

**CALCULATION OF OVERTIME FOR EMPLOYEES IN THE PUBLIC SAFETY
DISPATCHER CLASS SERIES AND POLICE DATA SPECIALIST SERIES**

- Incorporate the Calculation of Overtime for Employees in the Public Safety Dispatcher Series side letter signed March 5, 2014, as modified June 8, 2015, into the MOA under Article 7 (MEF/CEO Package Proposal #1 – Calculation of Overtime).

SALARY COMPARISONS

- As proposed on May 15, 2015, and modified June 11, 2015 (See attached – MEF/CEO Proposal – Salary Comparisons)

STEP PLACEMENT

- As proposed on May 15, 2015 (MEF/CEO Package Proposal #1 – Salary Step Placement)

PART-TIME EMPLOYEES

- As proposed on June 8, 2015, and modified June 11, 2015 (City Package Proposal A – Side Letter Part-Time Employee Issues)
- As proposed on May 15, 2015, and modified June 11, 2015 (See attached – MEF/CEO Proposal – Part-Time Employees)

CSO TRAINING PAY

- As proposed on June 8, 2015 (MEF/CEO Package Proposal #1 – Side Letter Agreement on Community Service Officer Training Pay)



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NOTARY SERVICES

- As proposed on June 4, 2015 (MEF/CEO Package Proposal #1 – Notary Services)

PERFORMANCE EVALUATIONS

- As proposed on June 4, 2015, as modified on June 11, 2015 (See attached – MEF/CEO Proposal – Performance Evaluations)

EDUCATIONAL AND PROFESSIONAL INCENTIVES

- As proposed on June 8, 2015 (MEF/CEO Package Proposal #1 – Educational and Professional Incentives)

RETIREMENT ADMINISTRATIVE COSTS

- As proposed June 8, 2015 (MEF/CEO Package Proposal #1 – Retirement Administrative Costs)

HEALTH-IN-LIEU

- As proposed June 11, 2015 (See attached – MEF/CEO Counter-Proposal to City Proposal in Package A – Payment-in-Lieu of Health and/or Dental)

REOPENER

- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over medical benefits and/or retiree issues.
- In the event of increased costs to the employee, additional savings and/or increased revenues to the City, the parties agree to meet and confer over wages and compensation.

TENTATIVE AGREEMENTS

- All signed Tentative Agreements.

This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the Union reserves the right to modify, amend, withdraw, and/or add proposals.



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AFSCME PROPOSAL – DISCIPLINARY ACTION

Proposed MEF Language:

ARTICLE 18 DISCIPLINARY ACTION

19.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time, and regular permanent (non-probationary) part-time benefited, employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense.

19.1.1 All part-time unbenefited employees, upon receiving any disciplinary action shall have an opportunity to meet with Employee Relations.

Proposed CEO Language:

ARTICLE 28 DISCIPLINARY ACTION

28.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time, and regular permanent (non-probationary) part-time benefited, employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense.

28.1.1 All part-time unbenefited employees, upon receiving any disciplinary action shall have an opportunity to meet with Employee Relations.



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AFSCME PROPOSAL – PROTECTIVE FOOTWEAR

Proposed MEF language:

- 12.11 Protective Footwear. The City agrees to ~~reimburse-eligible-employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150~~ \$225 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive reimbursement for protective footwear under this provision.

Proposed CEO language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.24 Protective Footwear

- 7.24.1 The City agrees to ~~reimburse-eligible-employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150~~ \$225 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time~~ employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.



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AFSCME PROPOSAL – SALARY COMPARISONS

Proposed MEF Language:

23.3 SALARY COMPARISONS

The City of San Jose shall conduct salary comparisons and classification/compensation studies for each of the classes listed below.

All final reports shall be provided to the Union no later than thirty (30) days after being completed and at least thirty (30) days prior to meeting and conferring with the Union.

All proposed changes are subject to negotiations with the Union. Any agreed upon changes shall become effective the pay period following the agreement. The salary comparison of each class shall result in an increase of not less than 2.5%, and the employee will remain at the same step.

When salary increases are approved as the result of a salary comparison or classification/compensation study, an employee's salary shall be adjusted to reflect the agreed upon percentage.

The classes to be reviewed shall be the following:

Salary Comparison Study completed by December 31, 2015 (currently in process)

- Buyer I/II
- Development Specialist
- Laboratory Technician series
- Microbiologist
- Network Engineer
- Police Data Specialist series
- Public Safety Dispatcher series
- Senior Airport Operations Specialist series
- Sr. Process & Systems Specialist
- Sr. Systems Apps Programmer
- Workers Comp Adjuster series

Salary Comparison Study completed by December 31, 2016

- Biologist
- Chemist
- Code Enforcement Inspector series
- Crime and Intelligence Analyst series



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Classification/Compensation Study completed by December 31, 2016

- Geographic Systems Specialist
- Library Assistant

Proposed CEO Language:

7.23.4 SALARY COMPARISONS

The City of San Jose shall conduct salary comparisons and classification/compensation studies for each of the classes listed below.

All final reports shall be provided to the Union no later than thirty (30) days after being completed and at least thirty (30) days prior to meeting and conferring with the Union.

All proposed changes are subject to negotiations with the Union. Any agreed upon changes shall become effective the pay period following the agreement. The salary comparison of each class shall result in an increase of not less than 2.5%, and the employee will remain at the same step.

When salary increases are approved as the result of a salary comparison or classification/compensation study, an employee's salary shall be adjusted to reflect the agreed upon percentage.

The classes to be reviewed shall be the following:

Salary Comparison Study completed by December 31, 2015 (currently in process)

- Legal Administrative Assistant
- Legal Analyst I/II



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AFSCME PROPOSAL – PART TIME EMPLOYEES

Proposal for MEF and CEO. Upon adoption, language changes will be made in appropriate Articles, or Part-Time employees will have a separate portion of the MOA.

PART TIME EMPLOYEES:

Health Benefits:

All part-time employees that are currently Benefited shall continue to receive benefits. These are part-time employees that exceed a twenty (20)-hour work week. These employees will be eligible to be offered the City health insurance at the 85:15 cost split. They will also be able to participate in opting for other plans at the respective increased prices.

Should any part-time employee not wish to participate in the health benefit, they will receive payment in-lieu for the percentage time they are employed, e.g. 62.5% time. Therefore they will receive 62.5% of the amount listed under Payment-in Lieu of Health and Dental Insurance Article in the MOA.

For part-time unbenefited employees, should they exceed hours mandated by the ACA to be offered a City Health plan, then the respective part-time employee will be offered a City plan. Should they decline and remain enrolled in ACA and/or enroll for an ACA plan, then they must provide proof of insurance under ACA.



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AFSCME PROPOSAL – PERFORMANCE EVALUATION

Proposed CEO Language:

- 27.4 Key Element Review. If the employee formally receives an overall performance rating of meets standard, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding. If the final individual key element rating is not “meets standard” or higher, the employee shall have the right to submit a rebuttal within thirty (30) calendar days to be included in the employee’s personnel file with the performance evaluation.
- 27.7 All employees represented by the ~~Employee Organization~~ Union shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the ~~Employee Organization~~ Union pursuant to Article 37 of this agreement.

Proposed MEF Language:

- 18.2 Key Element Review. If the employee formally receives an overall performance rating of meets standard on either an annual or special performance evaluation, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.
- 18.2.1 All employees represented by the Union shall be evaluated using the standard performance evaluation form and process as designated by Human Resources and the Office of Employee Relations.



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AFSCME COUNTER-PROPOSAL TO CITY PROPOSAL – 4 TIER HEALTH-IN-LIEU

Proposed MEF Language:

ARTICLE 13 BENEFITS

13.3 Payment-in-Lieu of Health and Dental Insurance. 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. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

13.3.1 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

	<u>Health-in-Lieu</u>	<u>Dental-in-Lieu</u>
<u>In eligible for family coverage</u>	<u>\$221.84</u>	<u>\$19.95</u>
<u>If NOT eligible for family coverage</u>	<u>\$89.09</u>	<u>\$19.95</u>

For the employee, employee plus spouse/domestic partner, employee plus child(ren), and family, forty percent (40%) of the City's contribution.

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall ~~be deemed not eligible for the coverage~~ be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

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.

~~13.3.2 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 forward their health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining fifty percent (50%) of that contribution.~~

13.11 Vision Care. The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.



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13.11.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

Proposed CEO Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.8 Vision Care

The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16.00) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

7.8.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9 Payment-In-Lieu of Health and/or Dental Insurance Program

7.9.1 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. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9.2 Effective pay date October 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
In eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

For the employee, employee plus spouse/domestic partner, employee plus child(ren), and family, forty percent (40%) of the City's contribution.



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A City employee who receives health ~~care~~ and/or dental coverage as a dependent of another City employee or retiree shall be ~~deemed not eligible for family coverage~~ eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

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.

