

**AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015
PACKAGE PROPOSAL #3**

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

NEW EMPLOYEE ORIENTATION

- As proposed June 11, 2015 (City Package Proposal B – New Employee Orientation)

DUES DEDUCTION

- 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 June 11, 2015 (City Package Proposal B – Disciplinary Action for Part-Time Employees)

PROTECTIVE EYEWEAR

- As proposed on May 5, 2015, and modified June 11, 2015 (See attached – MEF Counter-Proposal – 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) [placeholder]

PROTECTIVE FOOTWEAR

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

**CALCULATION OF OVERTIME FOR EMPLOYEES IN THE PUBLIC SAFETY
DISPATCHER CLASS SERIES**

- As proposed June 11, 2015 (City Package Proposal B – Calculation of Overtime)

**CALCULATION OF OVERTIME FOR EMPLOYEES IN THE POLICE DATA
SPECIALIST CLASS SERIES**

- Side Letter Pilot Program for the Calculation of Overtime for Employees in the Police Data Specialist Series.

SALARY COMPARISONS

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

STEP PLACEMENT

- As proposed on June 11, 2015 (City Package Proposal B – Salary Step Placement)

PART-TIME EMPLOYEES

- As proposed on June 1, 2015 (City Package Proposal B – Part-Time Employees Side Letter)

CSO TRAINING PAY

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

NOTARY SERVICES

- As proposed on June 11, 2015 (See attached - MEF/CEO Counter-Proposal – Notary Services)



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PERFORMANCE EVALUATIONS

- As proposed on June 11, 2015 (City Package Proposal B – 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 1, 2015 (City Package B – Retirement Administrative Costs) with the following modifications:
 - Notwithstanding any provision of this Side Letter Agreement, the grievance held in abeyance shall remain in full effect and enforce until and unless withdrawn by the Union.

HEALTH-IN-LIEU

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

REOPENER

- As proposed June 11, 2015 (See attached – MEF/CEO Counter-Proposal on Healthcare Reopener):
- 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.
- As proposed June 11, 2015 (See attached – MEF/CEO Counter-Proposal on Retirement Issues Reopener)

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.



CITY COUNTERPROPOSAL – PROTECTIVE EYEWEAR

City Proposed Language:

ARTICLE 12 WAGES AND PAY

12.18 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees in the Environmental Services Department in the classifications listed below who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses ~~as needed, but no more than once per calendar year~~ 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.

- Aquatic Toxicologist
- Biologist
- Chemist
- Associate Construction Inspector
- Senior Construction Inspector
- Lab Technician I/II
- Water Meter Reader
- Microbiologist
- Industrial Process Control Senior Specialist I/II

**AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015
AS PART OF PACKAGE PROPOSAL #3**

AFSCME MEF PROPOSAL – CALCULATION OF OVERTIME

Proposed MEF language:

Side Letter Agreement on the Calculation of Overtime for Employees in the Police Data Specialist.

7.13 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off (excluding sick leave) shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Police Data Specialists series listed below in the Police Department are often required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department.

- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialists II
- Police Data Specialists II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist



**AFSCME MEF/CEO AND CITY OF SAN JOSE
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AS PART OF PACKAGE PROPOSAL #3**

AFSCME MEF PROPOSAL – NOTARY SERVICES

Proposed MEF language:

12.14 Notary Services. Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San José, by the Department Director or designee, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period ~~in which the employee performs notary services~~ actually worked. Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay is authorized. When a certification expires, the notary services pay will be automatically cease and it is the employee's responsibility to resubmit the request to Payroll with a valid/current certification in order to continue notary services pay.

12.14.1 Certification, renewal expenses, and required supplies to maintain Notary Services shall be reimbursed upon receipt of evidence of payment by the employee.

Proposed CEO language:

7.19 Notary Services

Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose by the Department Director or designee, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period ~~actually worked in which the employee performs notary services. Effective the first pay period of payroll calendar year 2008, employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty five dollars (\$25) for each bi-weekly pay period, subject to Departmental approval.~~ Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay is authorized. When a certification expires, the notary services pay will be automatically cease and it is the employee's responsibility to resubmit the request to Payroll with a valid/current certification in order to continue notary services pay.

7.19.1 Certification, renewal expenses, and required supplies to maintain Notary Services shall be reimbursed upon receipt of evidence of payment by the employee.



SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Municipal Employees' Federation (MEF), AFSCME Local No.101, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Articles 13.1 and 13.2 of the MEF MOA and those benefits [and service area\(s\)](#) provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or MEF may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or MEF receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Miliias Brown Act. ~~The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.~~

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri
Interim Director of
Employee Relations

Date

Yolanda Cruz
President
MEF, AFSCME Local 101

Date

Charles Allen
Business Agent
AFSCME, Local 101

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No.101, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Articles 7.6 and 7.7 of the CEO MOA and those benefits and service area(s) provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or CEO may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Miliias Brown Act. ~~The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.~~

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri Date
Interim Director of
Employee Relations

LaVerne Washington Date
President
CEO, AFSCME Local 101

Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No.101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), ~~including additional retirement contributions~~.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare ~~and additional retirement contributions~~) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and CEO, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to CEO and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, ~~and/or additional retirement contributions~~).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri Date
Interim Director of
Employee Relations

LaVerne Washington Date
President
CEO, AFSCME Local 101

Charles Allen Date
Business Agent
AFSCME, Local 101