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, including but not limited to, the plan providers and the cost structure of the medical plans.

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 Milias Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by MEF)) shall be exhausted. 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:

Jennifer Schembri — Date
Director of Employee Relations

Elsa Cordova — Date
Senior Executive Analyst, OER

FOR THE UNION:

Robyn Zamora — Date
President
MEF, AFSCME, Local 101

Charles Allen — Date
Business Agent
AFSCME, Local 101