



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri
Margaret McCahan

SUBJECT: SEE BELOW

DATE: April 4, 2018

Approved

Date

4/6/18

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE LOCAL 21 (AMSP) FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2021

RECOMMENDATION

It is recommended that the City Council approve the following actions:

- (a) Adopt a resolution approving the terms of a collective bargaining agreement between the City and the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP) for the term of July 1, 2018 through June 30, 2021, and authorizing the City Manager to execute an agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City of San Jose and the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP), and authorize the City Manager to execute an agreement with a term of July 1, 2018, through June 30, 2021 with those terms.

BACKGROUND

The City of San Jose's collective bargaining agreement with the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP) will expire on June 30, 2018. AMSP currently represents approximately 112 full-time equivalent positions. This unit is comprised of managers and supervisors working in the following departments: Airport, Department of Transportation,

Environmental Services Department, Parks, Recreation and Neighborhood Services, Public Works and the Library.

In January 2018, negotiations with AMSP on a successor agreement commenced, and on or about March 13, 2018, the City and AMSP reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and AMSP.

AMSP notified the City on March 29, 2018 that the overall Tentative Agreement had been successfully ratified by their membership.

ANALYSIS

A complete copy of the Tentative Agreement, and side letters, is attached (Attachment A). The following is a summary of the key provisions of the Tentative Agreement.

Term	July 1, 2018 through June 30, 2021
Ongoing Non-Pensionable Compensation Increase	Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to AMSP shall receive an approximate 5% ongoing non-pensionable compensation increase.
General Wage Increase	Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to AMSP will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to AMSP will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.
Uniform Allowance	Employees in the Supervising Park Ranger (2425) classification shall be eligible for a Uniform Allowance of approximately \$800 per year (to be paid biweekly).
Incorporation of Existing Agreements	• Shift Differential for Employees Assigned to a Twelve (12) Hour Shift at the Regional Wastewater Facility, signed May 20, 2016. • Grievance Settlement Agreement, signed July 24, 2017 (Hours coded "HOL" shall be considered time worked for the purposes of determining overtime eligibility pursuant to Article 10.2 of the AMSP MOA.)

April 4, 2018

Subject: Approval of Terms of an Agreement with AMSP

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Vacation Sell Back

Beginning calendar year 2019, employees may sell back up to a maximum of sixty (60) hours of accrued vacation per calendar year (from 40 hours).

Maintenance in Membership

Upon receipt from the Union of an employee's signed membership or other authorization form, including electronically signed forms which comply with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will continue until the City receives from the Union the employee signed revocation form, including electronically signed forms which comply with the Uniform Electronic Transactions Act. In order to revoke membership, an employee shall mail a written revocation to the Union in accordance with the terms of the authorization form or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. The Union shall then submit the revocation form to the Office of Employee Relations

New Side Letter

Management Performance Program: The City and AMSP have agreed to continue discussions related to the Management Performance Program, which is codified in City Policy Manual, Section 3.3.2, Management Performance Program. These discussions shall not be considered meeting and conferring, and the agreement to continue discussions shall not be construed as an agreement to make any changes to the Management Performance Program.

Reopener

During the term of the contract, the City and AMSP agree that to the extent that they arise during the term of the contract, the parties agree to meet and confer over potential changes to City's healthcare program.

EVALUATION AND FOLLOW-UP

None.

PUBLIC OUTREACH/INTEREST

This memorandum will be posted on the City's website for the April 17, 2018, City Council Agenda.

COORDINATION

This memorandum was coordinated with the City Attorney's Office.

COST SUMMARY/IMPLICATIONS

The ongoing increased cost of the ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay as of July 1, 2018, will be approximately \$535,000 in FY 2018-2019. The ongoing increased cost of the 3% general wage increase effective June 30, 2019, is approximately \$583,000. The ongoing increased cost of the 3% general wage increase effective June 28, 2020, is approximately \$600,000.

The ongoing increased cost of increasing the maximum number of accrued vacation hours that AMSP-represented employees are allowed to sell back is estimated to be approximately \$33,000.

These figures do not include the other costs associated with the changes in uniform allowance for the Supervising Park Ranger (2425) classification which will be incurred during the term of this agreement. It is not anticipated that the incorporation of the side letter regarding Shift Differential for Employees Assigned to a Twelve (12) Hour Shift at the Regional Wastewater Facility, or the grievance settlement agreement regarding "HOL" hours being considered time worked for the purposes of determining overtime eligibility pursuant to Article 10.2 of the AMSP MOA will create any new cost implications as these are currently ongoing.

CEQA

Not a Project, File No. PP10-069(b), Personnel Related Decisions.



JENNIFER SCHEMBRI
Director of Employee Relations



MARGARET MCCAHAN
Budget Director

For questions please contact Jennifer Schembri, Director of Employee Relations at (408) 535-8150.

Attachment A –AMSP Tentative Agreement

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT***

TERM

Three Year Term

WAGES

Fiscal Year 2018-2019

- 5% ongoing non-pensionable compensation increase effective Fiscal Year 2018-2019. Effective July 1, 2018, all employees holding positions in classifications assigned to AMSP shall receive an approximate 5% ongoing non-pensionable compensation increase.

Fiscal Year 2019-2020

- 3% general wage increase effective Fiscal Year 2019-2020. Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to AMSP shall be increased by approximately 3%.

Fiscal Year 2020-2021

- 3% general wage increase effective Fiscal Year 2020-2021. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to AMSP shall be increased by approximately 3%.

SICK LEAVE

See Attached Tentative Agreement

LABOR MANAGEMENT COMMITTEE

See Attached Tentative Agreement

HOUSEKEEPING

Employee Commute Benefit Program – See Attached Tentative Agreement

Non-Generic Prescriptions – See Attached Tentative Agreement

Uniform Allowance – See Attached Tentative Agreement

OVERTIME AND SHIFT DIFFERENTIAL

See Attached

VACATION SELL BACK

See Attached

MAINTENANCE IN MEMBERSHIP

See Attached

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT***

SIDE LETTERS

Management Performance Program – See Attached

REOPENERS

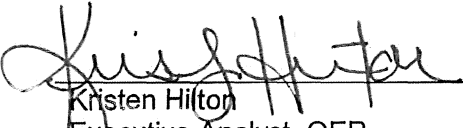
Healthcare Program – See Attached

** This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.*

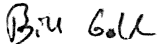
FOR THE CITY:

 3/13/18

Jennifer Schembri Date
Director of Employee Relations

 3/13/18

Kristen Hilton Date
Executive Analyst, OER

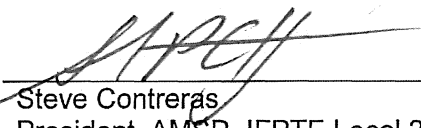
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Bill Gold Date
Executive Analyst, OER

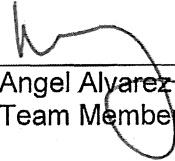
FOR THE UNION:

 3/13/2018

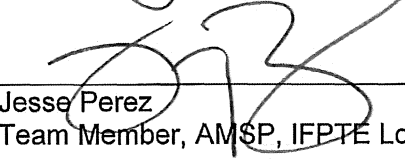
Matt Mason Date
Lead Representative, IFPTE Local 21

 3/15/18

Steve Contreras Date
President, AMSP, IFPTE Local 21

 3-13-18

Angel Alvarez Date
Team Member, AMSP, IFPTE Local 21

 3/13/18

Jesse Perez Date
Team Member, AMSP, IFPTE Local 21

2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT

ELIGIBILITY FOR USE OF SICK LEAVE

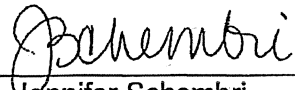
City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the a child for which the employee's child is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

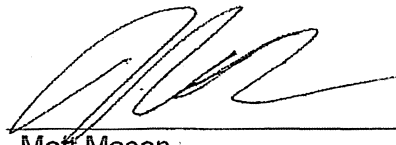
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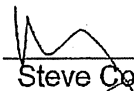
 2/14/18

Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

 2/14/2018

Matt Mason Date
Business Representative
IFPTE, Local 21

 FOR STEVE 2-14-18

Steve Contreras Date
President, AMSP
AMSP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY-WIDE LABOR MANAGEMENT COMMITTEE

City's Proposed Language:

ARTICLE 18 UNION/CITY COMMITTEE (UCC)

- ~~18.1 Purpose: To serve as an advisory committee and to facilitate employee involvement in issues which affect the immediate work environments. To provide regular communication between the Union and the City, to address workplace issues, and to facilitate positive Union-City relations.~~
- ~~18.2 Structure: The Union/City Committee is established by mutual agreement. The City and the Union shall each select their own representatives and in equal number, with no more than three on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The UCC will set up regular meetings and a means for calling additional meetings to handle issues on an ad-hoc basis.~~
- ~~18.3 Authority: The UCC are not authorized to meet and confer or create contractual obligations nor are they to change the MOA to authorize any practice in conflict with existing contracts or rules. The Office of Employee Relations and AMSP/FPTE Representative/Organizer will be involved in UCC meetings upon request, and the UCCs should keep both parties informed of their discussions and any written material they generate.~~
- ~~18.4 The UCC has the authority to set up subcommittees, departmental committees and ad hoc committees when it deems them appropriate and necessary. The Committee will act as a steering committee for subcommittees.~~

ARTICLE 18 CITY-WIDE LABOR MANAGEMENT COMMITTEE

- 18.1 Purpose: To provide regular communication between the Union and the City, to solve workplace issues, and to facilitate positive Union-management relations.
- 18.2 Structure: Management shall include representatives from Employee Relations. Labor shall include up to two representatives. Additional representatives may be requested to participate on specific issues. Issues for discussion and the meeting schedule will be mutually agreed upon. Decision-making will be by consensus.
- 18.3 Authority: The City-Wide Committee shall address city-wide issues. This process is not designed or intended to address individual grievances, review personnel issues, appeal disciplines, or replace the steward system.
- 18.4 Release Time: The City will provide up to one (1) hour of paid release time for up to two (2) Union representatives for the purpose of preparing for the City-Wide

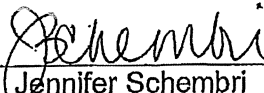
**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
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Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

18.5 Frequency: The meetings will take place no less than one (1) time per month, unless there is mutual agreement for more or less frequency.

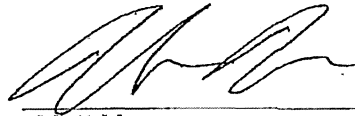
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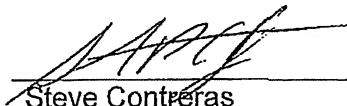
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**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
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CITY PROPOSAL – HOUSEKEEPING

City Proposed Language:

ARTICLE 20 EMPLOYEE COMMUTE BENEFIT PROGRAM

The Employee Commute Benefit Program shall be as follows:

- 20.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.
- 20.2 Participation in an Employee Commute Benefit Program through the Santa Clara Valley Transit Authority ("VTA") ~~Eco-Pass-Program~~ will be available to eligible employees, subject to the terms of the Employee Commute Benefit Program, as defined in Article 20.1.
- 20.3 Pursuant to the Employee Commute Benefit Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City. The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.

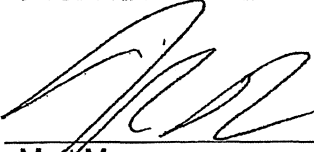
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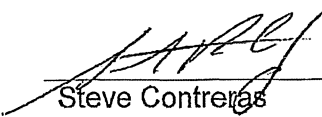
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Steve Contreras Date
President, AMSP
AMSP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – HOUSEKEEPING – NON-GENERIC PRESCRIPTIONS

City Proposed Language:

ARTICLE 11 BENEFITS

11.1 Health Insurance

11.1.1 The City will provide health coverage for eligible full-time employees and their dependents in accordance with one of the available plans. All available plans have a 4-tier structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren), and Family).

11.1.2 The City pays eighty-five percent (85%) of the cost of the lowest priced Non-Deductible HMO plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan.

~~11.1.3 Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by AMSP in addition to existing plan options.~~

11.1.3 Additional information regarding medical plans is available on the Human Resources website.

~~11.1.4 Co-pays for Non-Deductible HMO plans shall include the following:~~

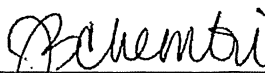
- ~~_____ a. Office Visit Co-pay shall be \$25.~~
- ~~_____ b. Prescription Co-pay shall be \$10 for generic and \$25 for brand name.~~
- ~~_____ c. Emergency Room Co-pay shall be \$100.~~
- ~~_____ d. Inpatient/Outpatient procedure Co-pay shall be \$100.~~

11.1.54 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.

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

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AMSP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

HOUSEKEEPING – UNIFORM ALLOWANCE

City's Proposed Language:

ARTICLE 11 BENEFITS

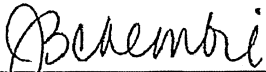
11.11 Uniform Allowance. An annual Uniform Allowance shall accrue for eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform. The annual accrual rate shall not exceed the amount listed below.

<u>Job Code</u>	<u>Classification</u>	<u>Annual Max. Accrual</u>	<u>Payment Per First Two (2) Pay Periods Per Month</u>
2425	Supervising Park Ranger	\$800	\$33.33

11.11.1 Payment shall be made per biweekly pay period for the first two (2) pay periods of each month. If an eligible employee is on unpaid leave or unpaid status for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).

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**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

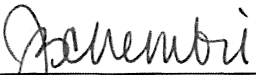
SIDE LETTER AGREEMENT AND GRIEVANCE SETTLEMENT AGREEMENT

The City and the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP) agree that the following side letter agreement and grievance settlement agreement shall be incorporated into the AMSP Memorandum of Agreement:

- Shift Differential for Employees Assigned to a Twelve (12) Hour Shift at the Regional Wastewater Facility, signed May 20, 2016
- Grievance Settlement Agreement, signed July 24, 2017 (Hours coded "HOL" shall be considered time worked for the purposes of determining overtime eligibility pursuant to Article 10.2 of the AMSP MOA.)

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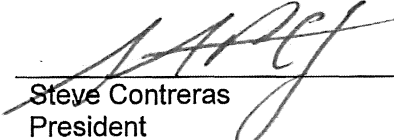
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Steve Contreras Date
President
AMSP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO AMSP – VACATION SELL BACK

City's Proposed Language:

8.2 Vacation

- 8.2.2 Employees will continue to accrue vacation at the current rate in accordance with their years of service. Employees may only accrue vacation up to a maximum of two (2) times their annual accrual rate. Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit.

Employees who currently have accrued vacation balances that are in excess of the limits below, will maintain their current balance, however they will not accrue vacation until their balance falls below the maximum limit, or have sold back an amount that brings them below their maximum accrual amount.

Years of Service	Maximum Accrued Vacation
1 – 5	240 hours
6 – 14	320 hours
15+	400 hours

- 8.2.2.1 ~~Subject to tax counsel approval, for calendar year 2016, employees~~Employees may sell back up to a maximum of forty (40) hours of accrued vacation after July 1, 2016 per calendar year.

- 8.2.2.2 Beginning calendar year 2019, employees may sell back up to a maximum of sixty (60) hours of accrued vacation.

- 8.2.2.23 Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:

- 8.2.2.34 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of ~~forty (40)~~sixty (60) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year.~~The election made in 2015 cannot be sold back until after July 1, 2016.~~

- 8.2.2.45 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year the employee will be deemed to have received the value of the vacation hours elected in that calendar year and will be taxed by the IRS accordingly.

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

8.2.2.56 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.

8.2.2.67 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

8.2.2.78 Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.

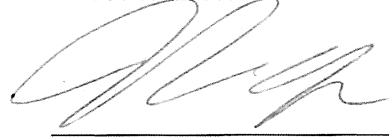
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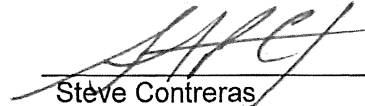
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Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

 3/13/2018

Matt Mason Date
Business Representative
IFPTE, Local 21

 3/13/08

Steve Contreras Date
President
AMSP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – MAINTENANCE IN MEMBERSHIP

City Proposed Language:

ARTICLE 6 UNION RIGHTS

6.4 Maintenance in Membership

6.4.1 ~~Dues deduction, once initiated, shall continue until the authorization is revoked in writing by the employee. An employee may only revoke a dues authorization by delivering the written notice of revocation to the City's Municipal Employee Relations Officer with a copy to the Union. An employee may resign from such membership only during the thirty (30) calendar days prior to the expiration of this Memorandum of Agreement. Upon receipt from the Union of an employee's signed membership or other authorization form, including electronically signed forms which comply with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will continue until the City receives from the Union the employee signed revocation form, including electronically signed forms which comply with the Uniform Electronic Transactions Act. In order to revoke membership, an employee shall mail a written revocation to the Union in accordance with the terms of the authorization form or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. The Union shall then submit the revocation form to the Office of Employee Relations.~~

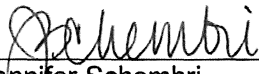
6.4.2 ~~The written revocation notice shall be delivered to the Municipal Employee Relations Officer or his/her designee either in person at the Employee Relations Office or by regular U.S. Mail, with a copy to the Union.~~

6.4.36.4.2 ~~The Union shall indemnify and hold harmless the City, its officers, employees and agents and hold it harmless against any and all suits, claims, losses, damages, injuries, expenses, lawsuits, demands and liabilities that directly or indirectly, in whole or in part, arise out of, pertain to, or relate to may arise out of or by reason of the application of or implementation of the provisions of the this Article 6.4.~~

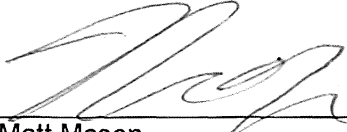
**2018 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

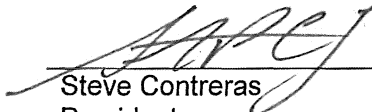
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 3/13/18
Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

 3/13/2018
Matt Mason Date
Business Representative
IFPTE, Local 21

 3/13/18
Steve Contreras Date
President
AMSP, IFPTE, Local 21

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE

AND

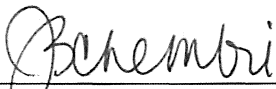
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21 (AEA)
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21 (AMSP)
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)

MANAGEMENT PERFORMANCE PROGRAM

The City of San Jose (City) and the Association of Engineers and Architects, IFPTE, Local 21 (AEA Units 41/42, and 43), the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP), and the City Association of Management Personnel, IFPTE, Local 21 (CAMP), agree to continue discussions related to the Management Performance Program which is codified in City Policy Manual, Section 3.3.2, Management Performance Program. The parties agree to meet at least six (6) times, that the first meeting will occur no later than July 1, 2018, and that the discussions will conclude by June 30, 2019. These discussions shall not be considered meeting and conferring and the agreement to continue discussions shall not be construed as an agreement to make any changes to the Management Performance Program.

This Agreement is considered part of a 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:

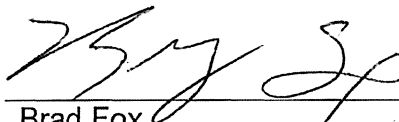
 3/13/18

Jennifer Schembri Date
Director of Employee Relations

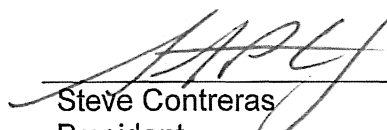
FOR THE UNIONS:

 3/13/2018

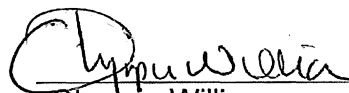
Matt Mason Date
Business Representative
IFPTE, Local 21

 3/13/18

Brad Fox Date
President
AEA, IFPTE, Local 21

 3/13/18

Steve Contreras Date
President
AMSP, IFPTE, Local 21

 3/13/18

Olympia Williams Date
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21 (AEA)
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21 (AMSP)
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)

City Healthcare Program 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 Association of Engineers and Architects, IFPTE, Local 21 (AEA), the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP), and the City Association of Management Personnel, IFPTE, Local 21 (CAMP), hereafter collectively referred to as "IFPTE, Local 21," the parties agree to meet and confer over potential changes to the City's healthcare program.

Either the City or IFPTE, Local 21 may provide notice to the other of its request to discuss potential changes to City's healthcare program. The parties shall commence the discussions within ten (10) calendar days after the City or IFPTE, Local 21 receive notice from the other.

To the extent that any change to the City's healthcare program 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 Milius Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by IFPTE, Local 21)) 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:

J Schembri 3/13/18
Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

M Matt 3/13/2018
Matt Mason Date
Business Representative
IFPTE, Local 21

Brad Fox 3/13/18
Brad Fox Date
President
AEA, IFPTE, Local 21

Steve Contreras 3/13/18
Steve Contreras Date
President
AMSP, IFPTE, Local 21

Olympia Williams 3/13/18
Olympia Williams Date
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21