

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN JOSE APPROVING THE TERMS OF AN AGREEMENT  
BETWEEN THE CITY OF SAN JOSE AND THE MUNICIPAL  
EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF),  
WITH A TERM OF JULY 1, 2018 – JUNE 30, 2021, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH MEF**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE:

1. That the terms of a collective bargaining agreement between the City of San José and the Municipal Employees' Federation, AFSCME, Local 101 (MEF), with a term of July 1, 2018 through June 30, 2021, are hereby approved. The City Manager is hereby authorized to execute the agreement with those terms on behalf of the City of San José.
2. The general terms of the agreement are set out and described in the Memorandum to the Honorable Mayor and City Council from Jennifer Schembri, Director of Employee Relations, and Jennifer Maguire, Assistant City Manager, dated April 4, 2018, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

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SAM LICCARDO  
Mayor

ATTEST:

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TONI J. TABER, CMC  
City Clerk

COUNCIL AGENDA: 04/17/2018

ITEM: 18-496

ITEM: 3.3



## 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 MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME LOCAL 101, FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2021**

### **RECOMMENDATION**

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

- a) Adopt a resolution approving the terms of a collective bargaining agreement between the City and the Municipal Employees' Federation, AFSCME Local 101 (MEF) 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 Municipal Employees' Federation, AFSCME Local 101 (MEF), 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 Municipal Employees' Federation, AFSCME Local 101 (MEF) will expire on June 30, 2018. MEF currently represents approximately 2,171 full-time equivalent positions. This unit includes employee job classifications such as Code Enforcement Inspectors, Public Safety Dispatchers, Office Specialists, Librarians, and Planners.

April 4, 2018

**Subject: Approval of the terms of an Agreement with the Municipal Employees' Federation (MEF),  
AFSCME Local 101, for the term of July 1, 2018 through June 30, 2021**

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In January 2018, negotiations with MEF on a successor agreement commenced, and on or about March 6, 2018, the City and MEF reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and MEF.

The Tentative Agreement is pending ratification by the MEF membership. MEF will notify the City of the ratification results prior to the April 17, 2018, City Council meeting.

## **ANALYSIS**

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

<b>Term</b>	July 1, 2018 through June 30, 2021
<b>Ongoing Non-Pensionable Compensation Increase</b>	Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to MEF shall receive an approximate 5% ongoing non-pensionable compensation increase.
<b>General Wage Increase</b>	<p>Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to MEF 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%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.</p> <p>Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to MEF 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%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.</p>
<b>Classification Salary Adjustments</b>	<p>Effective July 1, 2018, a classification salary adjustment of approximately 3% will be made for the following classifications.</p> <ul style="list-style-type: none"><li>• Code Enforcement Inspector I/II (3938/3939)</li><li>• Zoo Keeper FT/PT (6353/6354)</li><li>• Senior Zoo Keeper (6355)</li></ul>

All salary ranges for employees holding positions in the classifications shown above shall be increased by approximately 3%.

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**Opportunity to Work**

Before hiring additional part-time employees, the City will offer additional hours of work to existing part-time employees who have the skills and experience to perform the work. The City will develop a process to distribute the hours of work among those existing part-time employees.

This shall not be construed to limit the right of the Department Director, or designee, to determine the days of the week and hours of each day when such part-time employee shall be required to work. Further, nothing shall limit the right of the Department Director, or designee, to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

This shall not be construed to require the City to offer a part-time employee any additional hours of work if it would result in the part-time employee being eligible for overtime compensation at 1.5 times their regular rate of pay or any other additional benefits that said employee is not otherwise eligible.

**Union Release Time**

The designated bargaining unit representative(s) shall use the City Paid Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

**Annual Performance  
Appraisals**

Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

**Incorporation of Existing  
Side Letter Agreements**

- Calculation of Overtime for Employees in the Public Safety Radio Dispatcher Class Series
- Lunch Period for Part-time Employees in the Library Department
- Retirement Administrative Costs
- Seasonal Employees
- Holidays for Full-time Employees in the Library Department
- Shifts for Community Service Officers I/II and Senior Community Service Officers

**Higher Class Pay**

Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee who is

April 4, 2018

**Subject: Approval of the terms of an Agreement with the Municipal Employees' Federation (MEF),  
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not on probation may be required to perform the duties of a full-time or benefitted part-time position in a higher classification.

**New Side Letters**

- Higher Class Pay Pilot Program
- Lifeguard Classification Specification
- Uniform Allowance for Senior Community Service Officers (6133)

**Reopeners**

During the term of the contract, the City and MEF 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 in advance of the April 17, 2018, City Council Agenda.

**COORDINATION**

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

**COMMISSION RECOMMENDATION/INPUT**

This agreement was not coordinated with any board or commission.

**COST SUMMARY/IMPLICATIONS**

The ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay as of July 1, 2018, will be approximately \$6.8 million in FY 2018-2019. The ongoing increased cost of the 3% general wage increase effective June 30, 2019, is approximately \$6.4 million. The ongoing increased cost of the 3% general wage increase effective June 28, 2020, is approximately \$6.6 million.

HONORABLE MAYOR AND CITY COUNCIL

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The ongoing increased cost of the 3% classification salary adjustments for the Code Enforcement Inspector I/II (3938/3939) classification, Zoo Keeper FT/PT (6353/6354) classification, and Senior Zoo Keeper (6355) classification effective July 1, 2018, is approximately \$342,000.

These figures do not include the other costs associated with the changes in uniform allowance for Senior Community Service Officers (6133) which will be incurred during the term of this agreement. It is not anticipated that the incorporation of the side letter regarding the Calculation of Overtime for Employees in the Public Safety Dispatcher Class Series will create any new cost implications as this is 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 – MEF Tentative Agreement

**2018 MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**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 MEF shall receive an approximate 5% ongoing non-pensionable compensation increase.
- Effective July 1, 2018, a classification salary adjustment of approximately 3% will be made for the following classifications. All salary ranges for employees holding positions in the classification shown below shall be increased by approximately 3%.
  - Code Enforcement Inspector I/II (3938/3939)
  - Zoo Keeper FT/PT (6353/6354)
  - Senior Zoo Keeper (6355)

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 MEF 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 MEF shall be increased by approximately 3%.

**OVERTIME CALCULATION FOR PUBLIC SAFETY RADIO DISPATCHER CLASS SERIES**

Calculation of Overtime for Employees in the Public Safety Radio Dispatcher Class Series –  
See Attached Tentative Agreement

**OPPORTUNITY TO WORK**

See Attached Tentative Agreement

**UNION RELEASE TIME**

See Attached Tentative Agreement

**ANNUAL PERFORMANCE APPRAISALS**

See Attached Tentative Agreement

**PART-TIME UNBENEFITTED EMPLOYEES**

See Attached Tentative Agreement



## 2018 MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### SHIFT BIDDING

See Attached Tentative Agreement

### INCORPORATION OF SELECT SIDE LETTER AGREEMENTS

See Attached Tentative Agreement

### HIGHER CLASS PAY

See Attached Tentative Agreement

### HOUSEKEEPING

Human Resources Pool Assignments – See Attached Tentative Agreement

Employee Commute Benefit Program – See Attached Tentative Agreement

Non-Generic Prescriptions – See Attached Tentative Agreement

Miscellaneous Housekeeping Items – See Attached Tentative Agreement

Compensatory Time – See Attached Tentative Agreement

### SIDE LETTERS

Higher Class Pay Pilot Program - See Attached

Lifeguard Classification Specification – See Attached

Uniform Allowance for Senior Community Service Officers – See Attached

### REOPENERS

Healthcare Program - See Attached


**2018 MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**


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*\* 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 this document is not part of the Tentative Agreement.*

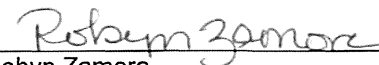
**FOR THE CITY:**

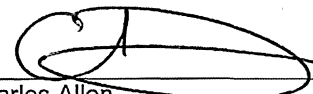
 3/6/18  
Date  
Jennifer Schembri  
Director of Employee Relations

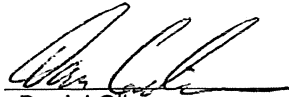
 3/6/18  
Date  
Marco Mercado  
Assistant to the City Manager  
Office of Employee Relations

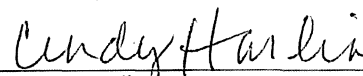
 3/6/18  
Date  
Elsa Cordova  
Senior Executive Analyst  
Office of Employee Relations

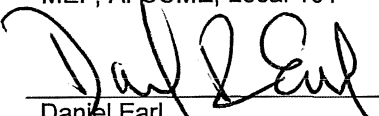
**FOR THE UNION:**

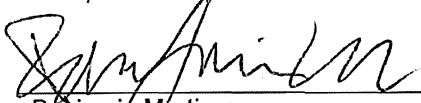
 3/6/18  
Date  
Robyn Zamora  
President  
MEF, AFSCME Local 101


 3-6-18  
Date  
Charles Allen  
Business Agent  
AFSCME, Local 101


 3/6/18  
Date  
Daniel Gibson  
Vice President  
MEF, AFSCME, Local 101

 3/6/18  
Date  
Cindy Harlin  
Chief Steward  
MEF, AFSCME, Local 101

 3/6/18  
Date  
Daniel Earl  
Team Member  
MEF, AFSCME, Local 101

 3/6/18  
Date  
Benjamin Martinez  
Team Member  
MEF, AFSCME, Local 101

 3/6/18  
Date  
Katie Oxnam  
Team Member  
MEF, AFSCME, Local 101

 3/6/18  
Date  
Maria Miller  
Team Member  
MEF, AFSCME, Local 101

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

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**PUBLIC SAFETY RADIO DISPATCHER CLASS SERIES SIDE LETTER AGREEMENT**

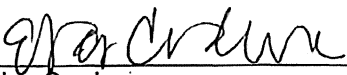
The City and Municipal Employees' Federation, AFSCME, Local 101 (MEF) agree that the following side letter agreement shall be incorporated into the MEF Memorandum of Agreement:

- Calculation of Overtime for Employees in the Public Safety Radio Dispatcher Class Series, signed November 29, 2017

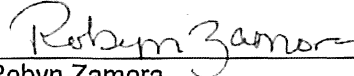
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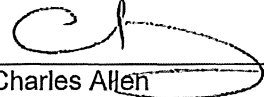
**FOR THE CITY:**

 3/1/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 3/1/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 3/1/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 3-1-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**CITY COUNTERPROPOSAL TO MEF – OPPORTUNITY TO WORK**

City Proposed Language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.8 Part-time Employees**

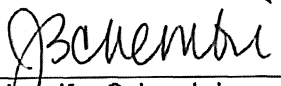
7.8.1.3 Before hiring additional part-time employees, the City will offer additional hours of work to existing part-time employees who have the skills and experience to perform the work. The City will develop a process to distribute the hours of work among those existing part-time employees.

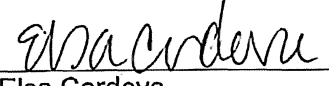
Nothing herein contained, however, shall be construed to limit the right of the Department Director or designee, to determine the days of the week and hours of each day when such part-time employee shall be required to work. Further, nothing herein contained, shall limit the right of the Department Director or designee to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

This section shall not be construed to require the City to offer a part-time employee any additional hours of work if it would result in the part-time employee being eligible for overtime compensation at 1.5 times their regular rate of pay or any other additional benefits that said employee is not otherwise eligible.

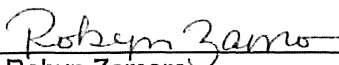
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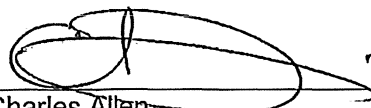
**FOR THE CITY:**

 2/22/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 2/22/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/22/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-22-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**CITY PROPOSAL TO MEF – UNION RELEASE TIME**

City Proposed Language:

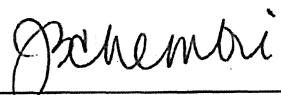
**ARTICLE 6 UNION RIGHTS**

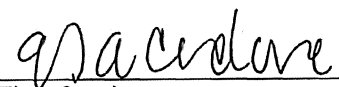
**6.2 Release Time**

6.2.8 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

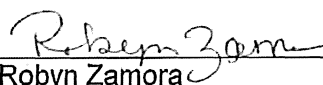
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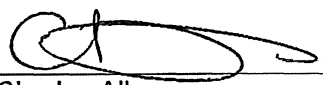
**FOR THE CITY:**

 2/22/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 2/22/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/22/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-22-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

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**CITY PROPOSAL TO MEF – ANNUAL PERFORMANCE APPRAISALS**

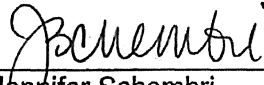
City Proposed Language:


**ARTICLE 12 WAGES AND SPECIAL PAY**

12.19 Annual Performance Appraisals: Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

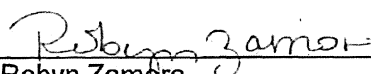
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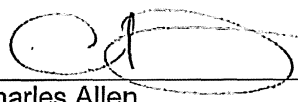
**FOR THE CITY:**

 2/16/18  
Jennifer Schembri Date  
Director of Employee Relations

 2/16/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/16/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-16-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**MEF COUNTERPROPOSAL TO CITY – PART-TIME UNBENEFITED EMPLOYEES**

City Proposed Language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.8 Part-time Employees**

7.8.2.6 Part-Time unbenefited employees with fifteen (15) or more years of service as a part-time unbenefited employee, who are unassigned hours or separated from City service may request a meeting with the Office of Employee Relations.

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**FOR THE CITY:**

Jennifer Schembri 2/16/18  
Jennifer Schembri Date  
Director of Employee Relations

Elsa Cordova 2/16/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

Robyn Zamora 2/16/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

Charles Allen 2-16-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**MEF COUNTERPROPOSAL TO CITY – SHIFT BIDDING**

Union Proposed Language:

**ARTICLE 8 SHIFT BIDDING**

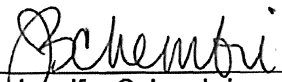
8.5 As of the date of this agreement, shift bidding guidelines exist for, but are not limited to, the following classifications:

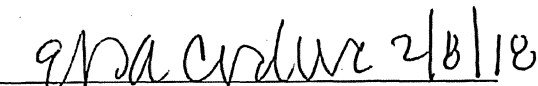
- Animal Services Officers
- Community Service Officer Series
- Senior Airport Operations Specialist Series
- Latent Fingerprint Examiner Series
- Police Data Specialist Series
- Public Safety Radio Dispatcher Series (Fire Department)
- Public Safety Radio Dispatcher Series (Police Department)

8.5.1 The City shall provide the Union a copy of the shift bid policy for these job classifications. Upon the completion of a shift bid, upon request, the Union shall be provided the results of the shift bid.

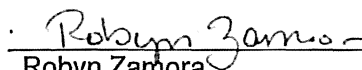
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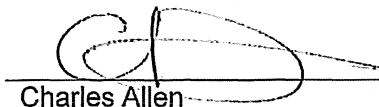
**FOR THE CITY:**

 2/8/18  
Jennifer Schembri Date  
Director of Employee Relations

 2/8/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/8/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-8-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101



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

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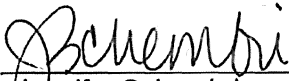
**SELECT SIDE LETTER AGREEMENTS**

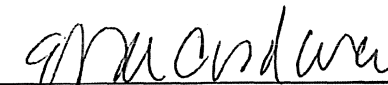
The City and Municipal Employees' Federation, AFSCME, Local 101 (MEF) agree that the following side letter agreements shall be incorporated into the MEF Memorandum of Agreement:

- Lunch Period for Part-Time Employees in the Library Department, signed April 20, 2015
- Retirement Administrative Costs, signed April 11, 2016
- Seasonal Employees, signed April 11, 2016
- Holidays for Full-Time Employees in the Library Department, signed May 12, 2016
- Shifts for Community Service Officers I/II and Senior Community Service Officers, signed June 6, 2016

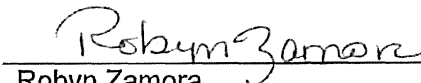
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**FOR THE CITY:**

 1/29/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 1/29/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER.

**FOR THE UNION:**

 1-29-18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 1-29-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

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**CITY COUNTERPROPOSAL TO MEF – HIGHER CLASS PAY**

City Proposed Language:

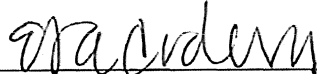
**ARTICLE 12 WAGES AND SPECIAL PAY**

12.6 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee who is not on probation may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or a vacant position. Assignments to a higher classification due to a vacancy shall not exceed six (6) months.

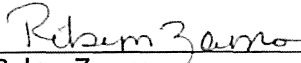
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**FOR THE CITY:**

 3/6/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 3/6/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 3/6/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 3-6-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**CITY PROPOSAL TO MEF – HOUSEKEEPING – ARTICLE 22**

City Proposed Language:

**ARTICLE 22 HUMAN RESOURCES POOL ASSIGNMENTS**

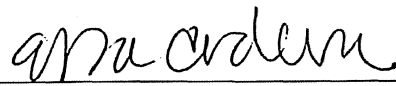
~~22.1 A Human Resources' pool employee who has completed 2,080 hours of actual time worked in full-time service in the same assignment shall be granted regular employment status and receive benefits if the following conditions are met: A vacancy exists in a class in the department which the employee is eligible to fill. The department selects the employee for regular employment status.~~

~~22.2 A Human Resources' pool employee who has completed 2,080 hours of actual time worked in full-time service in the same assignment and who does not meet the conditions listed in 22.1 shall not be eligible for benefits and shall be removed from the position.~~

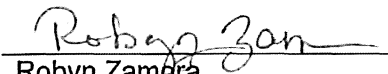
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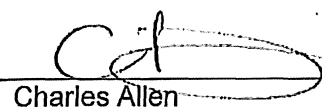
**FOR THE CITY:**

 3/1/18  
Jennifer Schembri Date  
Director of Employee Relations

 3/1/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 3/1/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 3-1-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**CITY PROPOSAL TO MEF – HOUSEKEEPING**

City Proposed Language:


**ARTICLE 26 EMPLOYEE COMMUTE BENEFIT PROGRAM**


The Employee Commute Benefit Program shall be as follows:

- 26.1 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.
- 26.2 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 26.1.
- 26.3 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.

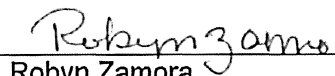
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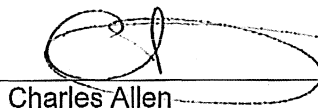
**FOR THE CITY:**

 2/8/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 2/8/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/8/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-8-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

**CITY PROPOSAL TO MEF – HOUSEKEEPING – NON-GENERIC PRESCRIPTIONS**

City Proposed Language:

**ARTICLE 13 BENEFITS**

13.1 Health Insurance. Eligible employees may elect health insurance coverage under one of the available plans for employee only or employee and dependents. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

13.1.1 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.

13.1.2 The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by MEF in addition to the existing plan options.

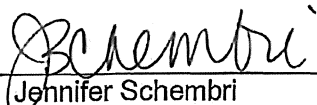
13.1.3 Additional information regarding medical plans is available on the Human Resources website.

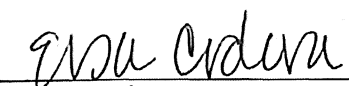
~~13.1.3 Co-pays for Non-Deductible HMO plans shall include the following:~~

- ~~\_\_\_\_\_ a. Office Visit Co-pay shall be \$25.~~
- ~~\_\_\_\_\_ b. Prescription Co-pay shall be \$40 for generic and \$25 for brand name.~~
- ~~\_\_\_\_\_ c. Emergency Room Co-pay shall be \$100.~~
- ~~\_\_\_\_\_ d. Inpatient/Outpatient procedure Co-pay shall be \$100.~~

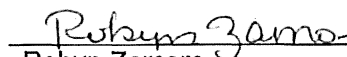
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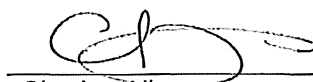
**FOR THE CITY:**

 2/8/18  
Jennifer Schembri Date  
Director of Employee Relations

 2/8/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/8/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-8-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

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

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**HOUSEKEEPING**

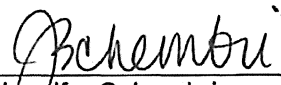
The City and Municipal Employees' Federation, AFSCME, Local 101 (MEF) agree that the following housekeeping items shall be incorporated into the MEF Memorandum of Agreement:


- Incorporate Gender Neutral Language wherever listed in the successor MOA
- Replace "1-1/2" with "1.5" wherever listed in the successor MOA
- Move the following language from Article 16 to Article 12:

*"The City shall provide to all employees in the Community Service Officer class series, a bulletproof vest at no expense to the employee. The wearing of said vest shall be mandatory. All bulletproof vests shall be replaced before or at the expiration of the warranty period of the vest at the expense of the City."*

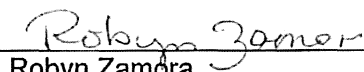
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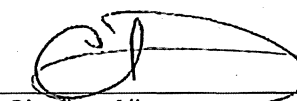
**FOR THE CITY:**

 1/29/18  
\_\_\_\_\_  
Jennifer Schembri                      Date  
Director of Employee Relations

 1/29/18  
\_\_\_\_\_  
Elsa Cordova                      Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 1-29-18  
\_\_\_\_\_  
Robyn Zamora                      Date  
President  
MEF, AFSCME, Local 101

 1-29-18  
\_\_\_\_\_  
Charles Allen                      Date  
Business Agent  
AFSCME, Local 101

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

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**CITY PROPOSAL TO MEF – HOUSEKEEPING – COMPENSATORY TIME**

City Proposed Language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.11 Overtime and Compensatory Time**

7.11.5 Overtime worked shall be compensated at the 1-½ times rate. An employee assigned to work overtime may elect to either be paid for such overtime or be credited with compensatory time off, except under the following circumstances:

- The employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime;
- The employee's choice of compensatory time would interfere with the department's ability to have sufficient staffing or coverage;
- The employee's choice of pay cannot be accommodated within the department's overtime budget;
- If the work is being performed for another City department or outside agency, the employee's department may choose to compensate overtime with pay or compensatory time, provided the employee is notified of the method of payment prior to working the overtime; or
- If the employee fails to request an election during the pay period in which the overtime is worked.
  - If the employee is not allowed to make the election to be paid overtime or to be credited with compensatory time under one of the circumstances cited above, the employee shall be informed of the reason for not being allowed such choice. The explanation shall be provided before the overtime is worked.

7.11.5.5 Compensatory Time Accrual Limit. Except as provided in Article 7.11.5.6, for purposes of the FLSA, a 240 hour accrual limit shall apply to employees on compensatory time accumulation. All compensatory time shall, however, be subject to being paid off if not used within twenty-six (26) pay periods after it is earned, pursuant to Section 7.11.5.2 of this Agreement.

7.11.5.56 Public Safety Dispatchers Class Series. For purposes of the FLSA, a 480 hour ~~cap~~ accrual limit shall apply to Dispatchers on compensatory time accumulation. All compensatory time shall, however, be subject to being paid off if not used within twenty-six (26) pay periods after it is earned, pursuant to Section 7.11.5.2 of this Agreement.


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

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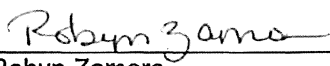
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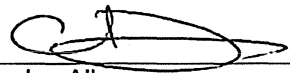
**FOR THE CITY:**

 3/6/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 3/6/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 3/6/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 3-6-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101



**SIDE LETTER AGREEMENT**

**BETWEEN**

**THE CITY OF SAN JOSE**

**AND**

**THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)**

**HIGHER CLASS PAY PILOT PROGRAM**

The City and MEF recognize that there are instances in which a part-time unbenefited employee with less than five (5) calendar years of City service and who does not meet the minimum qualifications for the higher classification may be assigned to work in a higher classification.

In recognition of the above, the parties agree to the following Higher Class Pay Pilot Program ("Pilot Program"):

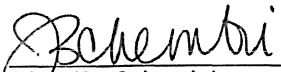
- a) Part-time unbenefited employees with less than five (5) calendar years of City service may only be required to perform the duties of a position in a higher classification if they meet the minimum qualifications for the higher classification.
- b) By mutual written agreement between the City and MEF, a part-time unbenefited employee with less than five (5) calendar years of City service and who does not meet the minimum qualifications of a higher classification may be required to perform the duties of that position.
- c) Part-time unbenefited employees with five (5) or more calendar years of City service may be required to perform the duties of a position in a higher classification regardless of whether they meet the minimum qualifications of the higher classification.


The parties agree to add this issue for discussion to the Citywide Labor Management Committee meetings with MEF approximately six (6) months following the implementation of the Pilot Program, and every six (6) months thereafter through the term of the Pilot Program to reassess the Pilot Program and get feedback from MEF and the Departments as to the effectiveness of the Pilot Program and whether or not any changes should be made.

Unless explicitly stated above, nothing in this side letter agreement shall modify existing practice regarding higher class pay assignments.

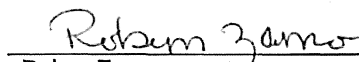
This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all the parties below and approved by City Council. The Pilot Program is effective only during the term of the 2018-2021 MEF MOA, and shall expire on June 30, 2021. Either party may, at any time, terminate the Pilot Program prior to June 30, 2021, upon fifteen (15) day advance written notice being provided to the other party.

**FOR THE CITY:**

 3/6/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 3/6/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 3/6/18  
\_\_\_\_\_  
Robyn Zamora Date  
President, MEF, AFSCME Local 101

 3-6-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent, AFSCME Local 101

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

**Lifeguard Classification Specification**

The City and MEF agree that the Human Resources Department shall conclude the classification specification updates for the Lifeguard classification no later than six (6) months prior to the expiration of the 2018-2021 MEF MOA, subject to the completion of classification specifications updates identified in the first round for classifications represented by MEF.

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 3/6/18  
Jennifer Schembri Date  
Director of Employee Relations

Elsa Cordova 3/6/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

Robyn Zamora 3/6/18  
Robyn Zamora Date  
President, MEF, AFSCME Local 101

Charles Allen 3-6-18  
Charles Allen Date  
Business Agent, AFSCME Local 101

**SIDE LETTER AGREEMENT**

**BETWEEN**

**THE CITY OF SAN JOSE**

**AND**

**THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)**

**UNIFORM ALLOWANCE FOR SENIOR COMMUNITY SERVICE OFFICERS**

On or about June 12, 2015, the City and MEF agreed to a successor Memorandum of Agreement (MOA) which included the addition of the Community Service Officer I (6131) and Community Service Officer II (6132) classifications to the list of classifications eligible to receive a Uniform Allowance, per Article 12.10 of the MEF MOA. Article 12.10 states the following:

12.10 Uniform Allowance. An annual Uniform Allowance not to exceed five-hundred dollars (\$500) shall be paid to 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.

- 1181 Police Data Specialist I
- 1182 Police Data Specialist I (PT)
- 1183 Police Data Specialist II
- 1184 Police Data Specialist II (PT)
- 1185 Police Data Specialist Supervisor
- 2416 Senior Security Officer
- 2431 Security Officer
- 2432 Security Officer (PT)
- 2441 School Crossing Guard (PT)
- 2443 School Crossing Guard Coordinator
- 8026 Supervising Police Data Specialist
- 8512 Supervising Public Safety Dispatcher
- 8513 Senior Public Safety Dispatcher
- 8533 Senior Public Safety Dispatcher (PT)
- 8514 Public Safety Radio Dispatcher
- 8515 Public Safety Communication Specialist
- 8534 Public Safety Radio Dispatcher (PT)
- 8535 Public Safety Communication Specialist (PT)
- 3252 Animal Services Officer
- 3251 Senior Animal Services Officer
- 8532 Public Safety Radio Dispatcher Trainee
- 8534 Public Safety Radio Dispatcher Trainee (PT)
- 6131 Community Service Officer I
- 6132 Community Service Officer II

On or about November 2015, the Senior Community Service Officer (6133) classification was created. The City and MEF agree that Article 12.10 shall be modified to include the following classification:


- 6133 Senior Community Service Officer

Further, incumbents in the Senior Community Service Officer (6133) classification shall receive the Uniform Allowance described in Article 12.10 of the MEF MOA, retroactive to the date that the incumbent(s) entered this classification. An employee will be eligible to receive the retroactive Uniform Allowance only if they are serving in the Senior Community Service Officer (6133) classification at the time the retroactive payment is made.

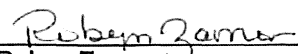
This agreement shall become effective when signed by all parties below. This Side Letter Agreement is hereby incorporated by this reference into the current MEF MOA.

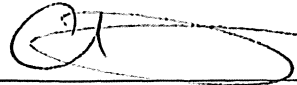
**FOR THE CITY:**

 2/8/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 2/8/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER

**FOR THE UNION:**

 2/8/18  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 2-8-18  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

## SIDE LETTER AGREEMENT

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

### 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 Municipal Employees' Federation (MEF), AFSCME, Local No. 101, the parties agree to meet and confer over potential changes to the City's healthcare program.

Either the City or MEF may provide notice to the other of its request to discuss potential changes to the City's healthcare program. 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 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 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:

J Schembri 3/6/18  
Jennifer Schembri Date  
Director of Employee Relations

Elsa Cordova 3/6/18  
Elsa Cordova Date  
Senior Executive Analyst, OER

FOR THE UNION:

Robyn Zamora 3/6/18  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

Charles Allen 3-6-18  
Charles Allen Date  
Business Agent  
AFSCME, Local 101