

2023 AEA NEGOTIATIONS TENTATIVE AGREEMENT

TERM

- July 1, 2023 – June 30, 2026

WAGES

- Fiscal Year 2023-2024

6.00% general wage increase effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to AEA shall be increased by approximately 6.00%.

- In lieu of retroactivity, employees represented by AEA shall receive a one-time, non-pensionable lump sum payment based on their benefit level as follows:

| Benefit Level | Amount of One-Time Non-Pensionable Lump Sum Payment |
|----------------------------------|--|
| 35.00+ Hour Benefit Level | \$1,770.00 |
| 30.00 – 34.00 Hour Benefit Level | \$1,326.00 |
| 25.00 – 29.00 Hour Benefit Level | \$1,110.00 |
| 20.00 – 24.00 Hour Benefit Level | \$885.00 |
| Part-Time Unbenefited Employees | \$442.50 |

To receive this lump sum payment as a benefited employee, the employee (1) must have been employed by the City on June 25, 2023, and (2) must be employed as of the date the payment is made. To receive this lump sum payment as a part-time unbenefited employee, the employee (1) must have been employed by the City on June 25, 2023, (2) must have worked at least 100 hours of regular time between June 25, 2023, and September 2, 2023, and (3) must be employed as of the date the payment is made. This payment shall be made during second full pay period following Council approval in open session.

- Fiscal Year 2024-2025

4.00% general wage increase effective the first full pay period of Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, all salary ranges for employees holding positions in classifications assigned to AEA shall be increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2025. Effective the first full pay period in January 2025, all salary ranges for employees holding positions in classifications assigned to AEA shall be increased by approximately 1.00%.

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- Fiscal Year 2025-2026

3.50% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to AEA shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2025-2026 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2025-2026, the general wage increase effective the first full pay period of Fiscal Year 2025-2026, for employees holding positions in classifications assigned to AEA shall be 4.00%.

WAGES AND SPECIAL PAY

- Bilingual Pay (See Attached)

BENEFITS

- Health-In-Lieu (See Attached)

LEAVES

- Paid Parental Leave (See Attached)
- Vacation Sell Back (See Attached)

PROFESSIONAL DEVELOPMENT PROGRAM

- Professional Development Program (See Attached)

OTHER

- Overpayments of Compensation (See Attached)
- Emergency Center Operations Activations (See Attached)
- Period of Memorandum of Agreement (See Attached)
- Definition of the Market (See Attached)

HOUSEKEEPING

- City Healthcare Program (See Attached)

SIDE LETTERS

- Regional Wastewater Facility Staffing (See Attached)
- Lunar New Year (See Attached)
- Flexible Workplace Policy (See Attached)

TENTATIVE AGREEMENTS

- [Housekeeping – Sick Leave](#)
- [Maintenance in Membership and Union Dues](#)
- [Housekeeping – Bereavement Leave](#)
- [Protective Footwear](#)

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OTHER TERMS

**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 City Council.*

FOR THE CITY:

FOR THE UNION:

 8/15/2023

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

 8/15/23

Liz Kamya Date
Business Representative, IFPTE

 8/15/2023

Elsa Cordova Date
Assistant to the City Manager, OER

 8/15/2023

Florin Lapustea Date
President, AEA

**2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS
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CITY PROPOSAL TO AEA, AMSP, AND CAMP – WAGES AND SPECIAL PAY

City Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.X Bilingual Pay

10.X.1 To be eligible for a bilingual premium pay, An employee must meet at least one of the following eligibility requirements and must be certified as bilingual for oral communication, written translation or sign language duties according to the current established procedure.

10.X.1.1 The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or his/her designee, or

10.X.1.2 The duties currently assigned and currently being performed by an employee have been designated by the Department Director or his/her designee as requiring utilization of a non-English language on a regular basis.

Each department is responsible for ensuring that employees receiving a bilingual pay premium pay meet the requirements set forth herein.

10.X.2 Each full-time employee who meets the above eligibility requirements shall be compensated for performing oral communication, or sign language duties, at the rate of \$29.00 per biweekly pay period and for performing written translation duties at the rate of \$4060.00 per biweekly pay period for each pay period actually worked.

10.X.3 Each part-time benefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, or sign language duties, at the rate of \$19.00 per biweekly pay period and for performing written translation duties at the rate of \$3050.00 per biweekly pay period for each pay period actually worked.

10.X.4 Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, and written translation duties at the rate of \$0.50 per hour.

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10.X.5 If an eligible employee is on paid leave for a period of one full pay period or more, the employee will not receive bilingual pay for that period.

10.X.6 If an employee who receives bilingual pay refuses to provide interpretation or translation services for which they are certified, the employee shall no longer be eligible to receive bilingual pay. This determination shall be made by the City Manager or designee in consultation with the Department Director.

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CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PAYMENT IN-LIEU OF HEALTH AND DENTAL INSURANCE

City Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. ~~Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4 tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015. Effective as soon as practicable in Fiscal Year 2023-2024, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided for in section 11.3.2.~~

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

| Health Insurance Tier | Health-in-Lieu | Dental-in-Lieu |
|---------------------------------------|---------------------------------------|----------------|
| Employee | \$89.09 <u>\$102.00</u> | \$6.65 |
| Employee plus Spouse/Domestic Partner | \$147.87 | \$13.30 |
| Employee plus Child(ren) | \$129.39 | \$11.64 |
| Family | \$221.84 | \$19.95 |

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

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CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – CITY-PAID PARENTAL LEAVE

City Proposed Language:

ARTICLE 8 LEAVES

8.X City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent and will be incorporated into the City's Administrative Policy Manual.

Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

- For the period of January 1, 2023 through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-paid parental leave hours as provided for herein may only be used on a prospective basis.

City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

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CITY PROPOSAL TO AEA – VACATION SELL BACK

City Proposed Language:

ARTICLE 8 LEAVES

~~8.2.2.1 Effective calendar year 2016, employees may sell back up to a maximum of forty (40) hours of accrued vacation per calendar year.~~

8.2.2.12 Effective calendar year 2024, employees may sell back up to a maximum of seventy (70) hours of accrued vacation per calendar year.

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:

8.2.2.3 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of ~~forty~~ seventy (70) 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.

8.2.2.4 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.

8.2.2.5 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.

8.2.2.6 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

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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.

- 8.2.2.7 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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CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PROFESSIONAL DEVELOPMENT PROGRAM

City Proposed Language:

ARTICLE 11 BENEFITS

(Section 11.6 AEA. Section 11.7 AMSP and CAMP – Current Maximum for AMSP is \$1,000 per fiscal year)

11.6 Professional Development Program The City will reimburse each full-time employee 100% of eligible expenses incurred, up to ~~\$1,500.00~~2,500.00 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program.

11.6.1 A total of ~~\$500-1,000.00~~ (of the ~~\$1,500~~2,500.00 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation.

11.6.2 The City will reimburse each eligible part-time benefited employee one-hundred percent (100%) of expenses incurred, up to the maximum amounts per fiscal year listed below, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program.

| Scheduled Work Hours per Week | Maximum Reimbursement for Part-Time Benefited Employees | Maximum Reimbursement for Professional Materials |
|-------------------------------|---|--|
| 35-39.9 hours per week | \$1,500.00 <u>2,500.00</u> | \$500.00 <u>1,000.00</u> |
| 30-34.9 hours per week | \$1,125.00 <u>1,875.00</u> | \$375.00 <u>750.00</u> |
| 25-29.9 hours per week | \$937.50 <u>1,562.50</u> | \$312.50 <u>625.00</u> |
| 20-24.9 hours per week | \$750.00 <u>1,250.00</u> | \$250.00 <u>500.00</u> |
| Less than 20 hours per week | \$0.00 | \$0.00 |

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CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – OVERPAYMENTS OF COMPENSATION

City Proposed Language:

ARTICLE XX OVERPAYMENTS OF COMPENSATION

When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.x An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to the City withheld from their final paycheck(s). If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

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CITY COUNTERPROPOSAL TO AEA AND CAMP – EMERGENCY ACTIVATIONS

City Proposed Language:

Article X.X

X.X.X California Government Code, Title 1, Division 4, Chapter 8, Sections 3100 et seq., requires all public employees to provide disaster service activities as may be assigned to them by their superiors or by law. San Jose Municipal Code, Chapter 8.08 provides that the City Manager, while in the role of the Director of Emergency Services, has the authority to require emergency services of any City officer or employee.

X.X.X Where feasible and as determined by the Director of the Emergency Operations Center, employees shall not be activated for Emergency Operations Center shifts of 12+ hours for more than four consecutive days. Where feasible, after working four consecutive days of 12+ hours in emergency response, the represented employee shall receive a minimum of 36 consecutive hours off before resuming emergency response activities.

X.X.X The Emergency Operations Center's staffing list shall be updated on a semi-annual basis. City departments will endeavor to have a designated back-up for every position on the staffing list.

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CITY PROPOSAL TO AEA, AMSP, AND CAMP – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

ARTICLE 2 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective July 1, ~~2024~~2023, except where otherwise provided, and shall remain in effect through June 30, ~~2023~~20XX. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held~~scheduled no later than fifteen (15) calendar days after the City or Union receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

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CITY PROPOSAL TO AEA, AMSP, AND CAMP – DEFINITION OF THE MARKET

City Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.X Definition of the Market. Comparable classifications in cities and counties in Santa Clara, San Mateo, Contra Costa, San Francisco, and Alameda Counties serving populations of 100,000 or more will be used to compare against City classifications. Population figures will be based on data from the U.S. Census Bureau.

10.X.1 Compensation information from the private sector will be gathered from existing published sources and will be used to supplement public sector data as deemed appropriate by the City.

10.X.2 Based on the April 1, 2020, U.S. Census Bureau, 2020 Census of Population, the following agencies currently meet the definition of the market:

| | |
|----------------------------------|------------------------------|
| <u>Alameda County</u> | <u>Berkeley</u> |
| <u>ConcordMilpitas</u> | <u>Contra Costa County</u> |
| <u>Daly City</u> | <u>Fremont</u> |
| <u>Hayward</u> | <u>Oakland</u> |
| <u>San Francisco City/County</u> | <u>San Mateo County</u> |
| <u>Santa Clara (City)</u> | <u>Santa Clara County</u> |
| <u>Sunnyvale</u> | <u>RichmondMountain View</u> |
| <u>Antioch</u> | <u>San Mateo (City)</u> |

10.X.3 When conducting a salary survey, if less than six (6) classification matches are available, the City may utilize classifications at jurisdictions outside of those listed in Article 10.X.2, which may include special districts, as appropriate and will obtain feedback from the Union in these cases.

10.X.4 If the Union believes that a long-term vacancy issue exists in an IFPTE-represented classification, the Union may request information and/or raise these matters for discussion at a Labor Management Committee meeting.

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CITY PROPOSAL TO AEA, AMSP, AND CAMP – HOUSEKEEPING ON CITY HEALTHCARE PROGRAM

The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018, and signed by AEA on July 11, 2018, AMSP on August 7, 2018, and CAMP on July 11, 2018, related to the City Healthcare Program.

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 rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

11.1.2 Medical Insurance Provider with the Second Highest Overall Employee Enrollment. The City pays ~~eighty-five~~ninety percent (90%) 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.~~ Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment

11.1.3 Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

11.1.4 ~~Additional information regarding medical plans is available on the Human Resources website.~~ Medical Insurance Provider with the Highest Overall Employee Enrollment. The City will pay ~~eighty-five~~eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium cost of the lowest priced

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Non-Deductible Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment.

11.1.4 If the employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay 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 Co-Pay Plan.

11.1.5 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.

11.1.6 **Default Healthcare Plan.** New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time benefits eligible position and who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the lowest cost HMO Deductible plan offered by the medical insurance provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

11.2 Dental Insurance.

11.2.1 The City will ~~provide-offer~~ dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity a PPO~~ plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available in the Human Resources Department. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

11.2.2 The City will provide dental coverage in the lowest priced plan for eligible full time employees and their dependents. If an employee selects a plan other than the lowest priced plan, the City will pay ninety-five percent (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan. As of the date of this Agreement the plans include an indemnity plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook and in pamphlets available in the Human Resources Department.

11.2.3 Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.

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11.2.4 Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending Sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San José Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.

11.2.5 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

11.2.6 The City will use actual rather than blended premium.

11.3 Payment-in-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren), and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

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

| <u>Health Insurance Tier</u> | <u>Health-in-Lieu</u> | <u>Dental-in-Lieu</u> |
|---------------------------------------|-----------------------|-----------------------|
| Employee | \$89.09 | \$6.65 |
| Employee plus Spouse/Domestic Partner | \$147.87 | \$13.30 |
| Employee plus Child(ren) | \$129.39 | \$11.64 |
| Family | \$221.84 | \$19.95 |

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.3.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular work hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, an-a new employee must attest that the employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an employee who has a life qualifying event must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

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- 11.3.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period or within thirty (30) days of a qualifying event as defined in the Human Resources Benefits Handbook, occurring anytime during the year. Employees who miss the thirty (30)-day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.
- 11.3.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part-time, employee is on an unpaid leave of absence, employee is on a reduced work week of less than thirty-five (35) regular work hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.
- 11.3.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.
- 11.3.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.
- 11.3.6.2 Dental Insurance. ~~Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive. To enroll in a City dental insurance plan following the loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-~~

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[enrollment in the plan shall be in accordance with the carrier's enrollment procedures.](#)

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS (AEA) IFPTE, LOCAL 21

Regional Wastewater Facility Staffing

To address staffing shortages at the Regional Wastewater Facility, Stantec began providing engineering and project management services in October 2013. The intention was for the contract to last only five (5) years while City staffing recovered, and the agreement was structured with the intention that consultant functions transition back to City staff.

Stantec committed to training programs and plans to transition the work back in-house by 2018. These transition plans have not come to full fruition. The Environmental Services Department (ESD) has transitioned several positions to City staff thus far, with the greatest strides in filling the Deputy Director, multiple Principal Engineer positions, and core programmatic level positions. However, despite numerous recruitment efforts over the years, the department has continued to have challenges in hiring Wastewater Facility Senior Engineers.

The City and IFPTE, Local 21 have agreed to the following principles, standards, and process for contracting-out and the services being provided through the Stantec Consulting Services Agreement:

- 1) The parties commit to delivering ESD's CIP projects with the highest quality and on time and on-budget.
- 2) The parties commit to use City staff to perform engineering, planning, architectural, construction management, program management, and project management work where feasible and practicable given the needs of the CIP and availability of appropriate City staff with necessary specialized expertise.
- 3) The parties agree that the plan is to phase out consultants and transition consultant positions to City staff.
- 4) The parties recognize that contracting out select CIP work may be necessary for the following reasons:
 - a) The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.
 - b) The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.

The parties further agree that over the life of this Stantec Consulting Services agreement, contracting of Wastewater Facility Senior Engineer work will not be expanded beyond functions provided by three

existing consultants. These consultants should be allowed to complete work on specific projects that they are currently working on, but not be moved to additional projects. Additionally, the priority will be to fill vacant Wastewater Facility Senior Engineer positions with City staff as soon as practicable. If these positions can be filled, the three remaining consultants in these roles will be transitioned to City staff by December 2026. If these positions cannot be filled, the use of consultants for any roles and specific projects may continue.

In order to intentionally ensure that all Stantec employees are transitioned out by 2026 and the vacant Wastewater Facility Senior Engineer positions can be filled within three years, the parties agree that they will hold ongoing discussions with labor groups as necessary, with a goal of quarterly, to discuss recruitment plans and development opportunities for existing staff.

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

FOR THE CITY:

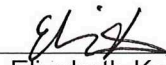
 8/15/2023

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources


 8/15/2023

Elsa Cordova Date
Assistant to the City Manager, OER

FOR THE UNION:

 8/15/23

Elizabeth Kamya Date
Business Representative
IFPTE, Local 21

 8/15/2023

Florin Lapustea Date
President, AEA

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS (AEA), IFPTE, LOCAL 21,
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21

LUNAR NEW YEAR

The City and AEA and CAMP agree that the following will become effective as soon as practicable once this can be implemented for all City employees:

Lunar New Year shall be observed in accordance with the State of California's holiday schedule and New Year's Eve Day shall no longer be a City-observed holiday. The following changes will also be implemented at the time the holiday change is implemented:

ARTICLE 8 LEAVES

- 8.5 Executive Leave Executive leave is a benefit provided in recognition of the hours in excess of forty (40) hours per week, which may be necessary but are not directly compensated on an hourly basis. Each full-time employee shall be entitled to an additional eight (8) hours of executive leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Executive leave is awarded as hours/days off, up to a maximum of forty-eight (4048) hours/five-six (56) days during a payroll calendar year. Executive Leave is not an accrued benefit and unused leave does not carry over from year to year.

The Management Performance Program (MPP) provides that the Department Director or designee may approve up to forty (40) additional hours of executive leave for employees who receive a performance appraisal of commendable or outstanding.

- 8.5.1 Effective the first pay period of payroll calendar year 2022, when an employee is hired or promoted into a position eligible for executive leave, the leave will be prorated during the first year dependent upon the hire date.

| Start Date in Position | Hours of Executive Leave |
|---|--------------------------|
| January 1 – February 28 (February 29 on a Leap Year) | <u>40</u> 8 hours |
| March 1 – April 30 | <u>32</u> 40 hours |
| May 1 – June 30 | <u>24</u> 32 hours |
| July 1 – August 31 | <u>16</u> 24 hours |
| September 1 – October 31 | <u>8</u> 16 hours |
| November 1 – End of Payroll Calendar Year | <u>0</u> 8 hours |

- 8.5.1.1 Effective the first pay period of payroll calendar year 2022, an employee who is promoted or demoted into an AEA/CAMP-represented classification will have the number of Executive Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.

- 8.5.2 ~~Effective the first pay period of payroll calendar year 2022, a~~An employee on a reduced work week schedule will receive executive leave as indicated in the chart below, even if the actual hours worked exceed that amount.


| Scheduled Work Hours per Week | Benefit Level | Hours of Executive Leave |
|-------------------------------|---------------|--------------------------|
| 35-39.9 hours per week | 100% | 480 hours |
| 30-34.9 hours per week | 75% | 360 hours |
| 25-29.9 hours per week | 62.5% | 2530 hours |
| 20-24.9 hours per week | 50% | 2024 hours |
| Less than 20 hours per week | Unbenefited | None |

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

FOR THE CITY:

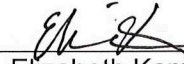
 8/15/2023

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

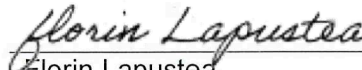
 8/15/2023

Elsa Cordova Date
Assistant to the City Manager, OER


FOR THE UNION:

 08/15/23

Elizabeth Kamya Date
Business Representative
IFPTE, Local 21

 8/15/2023

Florin Lapustea Date
President, AEA

 8/15/2023

Julie Jennings Date
President, CAMP

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

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

Flexible Workplace Policy

The City has a Flexible Workplace Policy, which governs the rules and procedures regarding approving remote work agreements between the City and employees. This policy has been part of the City Administrative Policy Manual since July 13, 2015. The parties agree to add the following language to the policy:

If an employee's Flexible Workplace Agreement is revoked due to previously communicated performance concerns, the department shall provide the employee with written performance targets. The employee's performance shall be evaluated over a period of 90 days following the revocation of the Flexible Workplace Agreement. If the employee has consistently met the performance targets provided by the department over the period of 90 days, then the employee shall be eligible to resume their previously agreed to Flexible Workplace Agreement, absent any operational needs from the department.

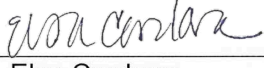
The parties also agree that the City Administrative Policy Manual, Section 4.2.14, Flexible Workplace Policy shall remain in effect through the expiration of the successor memoranda of agreement between the City and AEA, AMSP, and CAMP.

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

FOR THE CITY:

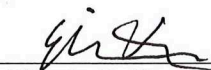
 8/15/2023

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

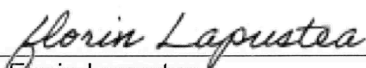
 8/15/2023

Elsa Cordova Date
Assistant to the City Manager
City of San José

FOR THE UNION:

 08/15/23


Elizabeth Kanya Date
Business Representative
IFPTE, Local 21

 8/15/2023

Florin Lapustea Date
President, AEA

 8/15/23

Jesse Perez Date
President, AMSP

 8/15/2023

Julie Jennings Date
President, CAMP

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO AEA, AMSP, AND CAMP – SICK LEAVE

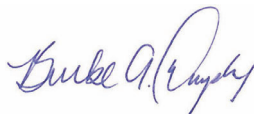
City Proposed Language:

ARTICLE 8 LEAVES

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 employee's child, 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,~~ or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

**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 City Council.*


FOR THE CITY:



Burke Dunphy
Lead Negotiator
City of San José


4/20/23
Date

FOR THE UNION:



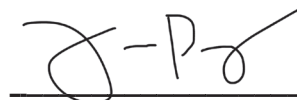
Liz Kamya
Business Agent
IFPTE, Local 21

4/19/23
Date



Florin Lapustea
President
AEA, IFPTE, Local 21

04-19-23
Date



Jesse Perez
President
AMSP, IFPTE, Local 21

04/19/23
Date



Julie Jennings
President
CAMP, IFPTE, Local 21

4/19/2023
Date

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – MAINTENANCE IN MEMBERSHIP AND UNION DUES

City Proposed Language:

6.4 Maintenance in Membership

6.4.1 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.

6.4.1.1 Effective no later than two (2) pay periods after union ratification and City Council approval of a successor Memorandum of Agreement in open session, employees who are dues paying members in an IFPTE-affiliated unit (AEA, AMSP, or CAMP) at the time of promotion or transfer into another IFPTE-affiliated unit will automatically become a dues paying member in the new unit.

6.5 Dues Deduction

6.5.1 The City will deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, dues uniformly required as a condition of membership, pursuant to the Union's constitution and by-laws provided that the employee has signed an appropriate Authorized Dues Deduction card. Such authorization shall be on a form approved by the Municipal Employee Relations Officer or designee.

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1, provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the

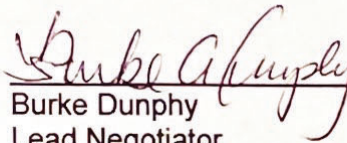
2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.


6.5.1.2 In reference to Article 6.4.1.1, membership dues will continue to be deducted automatically when dues paying members in an IFPTE-affiliated unit (AEA, AMSP, or CAMP) move into another IFPTE-affiliated unit.

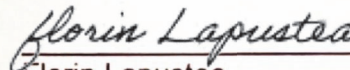
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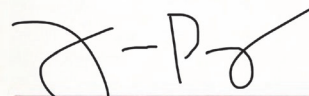
FOR THE CITY:

 4/10/23
Burke Dunphy Date
Lead Negotiator
City of San José

FOR THE UNION:

 4/12/23
Liz Kamya Date
Business Agent
IFPTE, Local 21

 4/10/23
Florin Lapustea Date
President
AEA, IFPTE, Local 21

 4/12/23
Jesse Perez Date
President
AMSP, IFPTE, Local 21

 4/10/2023
Julie Jennings Date
President
CAMP, IFPTE, Local 21

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – BEREAVEMENT LEAVE

The City Proposed Language below applies to Section 8.7 of the AEA MOA and Section 8.6 of the CAMP and AMSP MOAs.

ARTICLE 8 LEAVES

8.X Bereavement Leave Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative or their spouses' or domestic partners' qualifying relative. The days of bereavement leave need not be consecutive. Each full time or benefited part-time employee shall be granted bereavement leave with full pay for up to forty (40) work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~thirty (30) calendar days~~ three (3) months following the death of an eligible person. Under extreme circumstances, the ~~thirty (30) day~~ 3-month requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal.

Qualifying employee or employee's spouse or employee's domestic partner relatives are as follows:

- a) Parents/Step-parents
- b) Spouse/Domestic Partner
- c) Child/Step-child
- d) Brother/Sister; Step-brother/sister; Half brother/sister
- e) Grandparents/Step-grandparents
- f) Great grandparents/Step-great grandparents
- g) Grandchild~~ren~~
- h) Sister-in-law/Brother-in-law/Daughter-in-law/Son-in-law

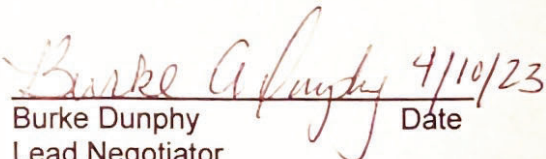
8.X.1 A domestic partner, as referenced in Section 8.X, must be the domestic partner registered with the Department of Human Resources.

8.X.2 No eligible employee shall be ~~granted~~ entitled to compensation for ~~B~~Bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

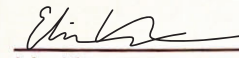
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

FOR THE CITY:


Burke Dunphy
Lead Negotiator
City of San José

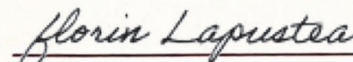
Date

FOR THE UNION:


Liz Kamya
Business Agent
IFPTE, Local 21

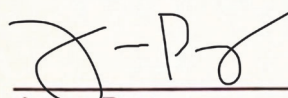
4/12/23

Date


Florin Lapustea
President
AEA, IFPTE, Local 21


4/10/23

Date


Jesse Perez
President
AMSP, IFPTE, Local 21

4/12/23

Date


Julie Jennings
President
CAMP, IFPTE, Local 21

4/10/2023

Date

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PROTECTIVE FOOTWEAR


ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

14.2 The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to ~~\$200~~\$75 for employees in Fiscal Year 2023-2024 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. In Fiscal Year 2024-2025, the voucher shall be up to \$300, and in Fiscal Year 2025-2026, the voucher shall be up to \$325. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

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FOR THE CITY:

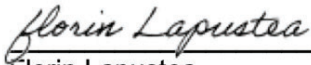


Burke Dunphy 5/26/23
Lead Negotiator Date
City of San José

FOR THE UNION:



Liz Kamya 5/31/23
Business Agent Date
IFPTE, Local 21



Florin Lapustea 5/31/23
President Date
AEA, IFPTE, Local 21



Jesse Perez 5/31/23
President Date
AMSP, IFPTE, Local 21



Julie Jennings 5/31/2023
President Date
CAMP, IFPTE, Local 21