

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

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN JOSÉ APPROVING AGREEMENTS WITH THE  
ASSOCIATION OF ENGINEERS AND ARCHITECTS,  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL 21, UNITS 41/42 AND UNIT  
43, WITH TERMS OF JULY 1, 2018 – JUNE 30, 2021, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
AGREEMENTS**

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

1. That the terms of a collective bargaining agreement between the City of San José and the Association of Engineers and Architects, International Federation of Professional and Technical Engineers, Local 21, Units 41/42, with a term of July 1, 2018 through June 30, 2021, are hereby approved. The City Manager is hereby authorized to execute an agreement with those terms on behalf of the City of San José.
2. That the terms of a collective bargaining agreement between the City of San José and the Association of Engineers and Architects, International Federation of Professional and Technical Engineers, Local 21, Unit 43, with a term of July 1, 2018 – June 30, 2021, are hereby approved. The City Manager is hereby authorized to execute an agreement with those terms on behalf of the City of San José.
3. The general terms of the agreements are set out and described in the Memorandum to the 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



## 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 AGREEMENTS WITH THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21 (AEA), UNITS 41/42 AND ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21 (AEA), UNIT 43 FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2021**

### RECOMMENDATION

It is recommended that the City Council adopt a resolution:

- (a) Approving the terms of a collective bargaining agreement between the City and the Association of Engineers and Architects, IFPTE, Local 21 (AEA), Units 41/42 for the term of July 1, 2018 through June 30, 2021, and authorizing the City Manager to execute an agreement with those terms; and
- (b) Approving the terms of a collective bargaining agreement between the City and the Association of Engineers and Architects, IFPTE, Local 21 (AEA), Unit 43 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 the agreements would result in collective bargaining agreements between the City of San Jose and the Association of Engineers and Architects, IFPTE, Local 21, Units 41/42 and the City of San Jose and the Association of Engineers and Architects, IFPTE, Local 21, Unit 43 (hereinafter referred to collectively to as AEA), and authorize the City Manager to execute agreements with a term of July 1, 2018, through June 30, 2021, with those terms.

April 4, 2018

**Subject: Approval of Terms of Agreements with AEA (Units 41/42 and 43), IFPTE Local 21, for the term of July 1, 2018, through June 30, 2021**

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## **BACKGROUND**

The City of San Jose's collective bargaining agreements with the Association of Engineers and Architects, IFPTE, Local 21 (AEA), Units 41/42 and 43 (hereinafter referred to collectively as "AEA") will expire on June 30, 2018. AEA currently represents approximately 305 full-time equivalent positions. These bargaining units include employees in the classifications of Engineer, Architect, Senior Engineer and Senior Architect.

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

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

## **ANALYSIS**

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

**Term**                      July 1, 2018 through June 30, 2021

**Ongoing  
Non-  
Pensionable  
Compensation  
Increase**                      Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to AEA shall receive an approximate 5% ongoing non-pensionable compensation increase.

**General Wage  
Increase**                      Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to AEA will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.

Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to AEA 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%.

April 4, 2018

**Subject: Approval of Terms of Agreements with AEA (Units 41/42 and 43), IFPTE Local 21, for the term of July 1, 2018, through June 30, 2021**

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**Classification  
Salary  
Adjustments**

Effective July 1, 2018, a classification salary adjustment will be made to the following classifications to equal the salary range of the corresponding classification in the Engineering series, as shown below. All incumbents in the classifications receiving salary adjustments below shall have their individual salaries increased by the corresponding salary adjustment.

<b>CLASSIFICATION TO RECEIVE SALARY ADJUSTMENT</b>	<b>TO EQUAL THE CORRESPONDING ENGINEERING CLASSIFICATION</b>
Sanitary Engineer (5232/5231)	Engineer II (3813)
Architect/Landscape Architect I (3841)	Engineer I (3812)
Architect/Landscape Architect II (3852)	Engineer II (3813)
Associate Architect/Landscape Architect (3843/3848)	Associate Engineer (3814/3828)
Senior Architect/Landscape Architect (3844)	Senior Engineer (3815)
Structure/Landscape Designer I (3858)	Engineer I (3812)
Structure/Landscape Designer II (3842)	Engineer II (3813)
Associate Structure/Landscape Designer (3855)	Associate Engineer (3814/3828)

**Premium Pay  
(Units 41/42  
only)**

Effective July 1, 2018, employees will be eligible for a professional incentive of 1.5% for the Project Management Professional (PMP) license/certification. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department

Effective July 1, 2018, employees may also be eligible for an additional professional achievement incentive of 1.5% (paid biweekly) if the employee holds both a California Professional Engineer License and either the Certified Access Specialist (CAsp) or the Structural Engineer License, as issued by the relevant California agency. In no event will an employee be eligible for more than a professional achievement incentive of 3.0%. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department.

**Premium Pay  
(Units 43  
only)**

Effective July 1, 2018, employees in the Senior Engineer (3815) classification shall be eligible for a professional achievement incentive of 1.5% (paid biweekly) in addition to their base salary as follows. Employees are only eligible for one (1) professional achievement incentive. In order to receive the professional achievement incentive, an employee must hold one of the following licenses or registrations as issued by the relevant California agency: (1) Certified Access Specialist (CAsp), (2) Structural Engineer License, or (3) Project Management Professional (PMP) license/certification. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department.

HONORABLE MAYOR AND CITY COUNCIL

April 4, 2018

**Subject: Approval of Terms of Agreements with AEA (Units 41/42 and 43), IFPTE Local 21, for the term of July 1, 2018, through June 30, 2021**

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**Professional Development Program**      The maximum reimbursement per fiscal year will be increased from \$1,000 to \$1,500.

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

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

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

#### **EVALUATION AND FOLLOW-UP**

None.

#### **PUBLIC OUTREACH/INTEREST**

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

HONORABLE MAYOR AND CITY COUNCIL

April 4, 2018

**Subject: Approval of Terms of Agreements with AEA (Units 41/42 and 43), IFPTE Local 21, for the term of July 1, 2018, through June 30, 2021**

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### **COORDINATION**

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

### **COST SUMMARY/IMPLICATIONS**

The ongoing increased cost of the ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay as of July 1, 2018, will be approximately \$1.53 million in FY 2018-2019. The ongoing increased cost of the 3% general wage increase effective June 30, 2019, is approximately \$1.45 million. The ongoing increased cost of the 3% general wage increase effective June 28, 2020, is approximately \$1.5 million.

The ongoing increased cost of the classification salary adjustments, effective July 1, 2018, for the Sanitary Engineer (5232/5231), Architect/Landscape Architect I (3841), Architect/Landscape Architect II (3852), Associate Architect/Landscape Architect (3843/3848), Senior Architect/Landscape Architect (3844), Structure/Landscape Designer I (3858), Structure/Landscape Designer II (3842), and Associate Structure/Landscape Designer (3855) classifications is approximately \$196,000.

The ongoing increased cost of increasing the maximum reimbursement per fiscal year under the Professional Development Program (PDP) is estimated to be approximately \$55,000. This costing is based on PDP usage data within AEA during FYs 14-15, 15-16, and 16-17.

The ongoing increased cost of the changes to the professional achievement premium pays for Units 41, 42, and 43 of AEA is estimated to be approximately \$66,000.

### **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 –AEA Tentative Agreement

**2018 CITY OF SAN JOSE – AEA 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 AEA shall receive an approximate 5% ongoing non-pensionable compensation increase.
- Effective July 1, 2018, a classification salary adjustment will be made to the following classifications to equal the salary range of the corresponding classification in the Engineering series, as shown below. All incumbents in the classifications receiving salary adjustments below shall have their individual salaries increased by the corresponding salary adjustment.

<b>CLASSIFICATION TO RECEIVE SALARY ADJUSTMENT</b>	<b>TO EQUAL THE CORRESPONDING ENGINEERING CLASSIFICATION</b>
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Structure/Landscape Designer I (3858)	Engineer I (3812)
Structure Landscape Designer II (3842)	Engineer II (3813)
Associate Structure/Landscape Designer (3855)	Associate Engineer (3814)

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 AEA 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 AEA shall be increased by approximately 3%.

**SICK LEAVE**

See Attached Tentative Agreement

**LABOR MANAGEMENT COMMITTEE**

See Attached Tentative Agreement

**HOUSEKEEPING**

Employee Commute Benefit Program – See Attached Tentative Agreement



**2018 CITY OF SAN JOSE – AEA NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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Non-Generic Prescriptions – See Attached Tentative Agreement

**PREMIUM PAY**

See Attached

**PROFESSIONAL DEVELOPMENT PROGRAM**

See Attached

**MAINTENANCE IN MEMBERSHIP**

See Attached

**SIDE LETTERS**

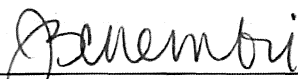
Management Performance Program – See Attached


**REOPENERS**

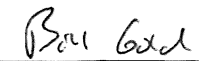
Healthcare Program – See Attached

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


**FOR THE CITY:**

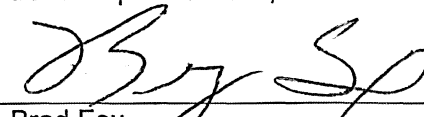
 3/13/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations


 3/13/18  
\_\_\_\_\_  
Kristen Hilton Date  
Executive Analyst, OER

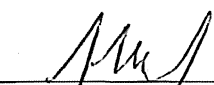
 3-13-18  
\_\_\_\_\_  
Bill Gold Date  
Executive Analyst, OER

**FOR THE UNION:**

 3/13/2018  
\_\_\_\_\_  
Matt Mason Date  
Lead Representative, IFPTE Local 21

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

 3-13-18  
\_\_\_\_\_  
Chris Dayley Date  
Team Member, AEA, IFPTE Local 21

 3/13/18  
\_\_\_\_\_  
Tala Fatolahzadeh Date  
Team Member, AEA, IFPTE Local 21

2018 CITY OF SAN JOSE – AEA NEGOTIATIONS (Units 41/42 and Unit 43)  
TENTATIVE AGREEMENT

**ELIGIBILITY FOR USE OF SICK LEAVE**

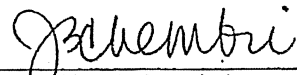
City's Proposed Language:

**ARTICLE 8.3 SICK LEAVE**

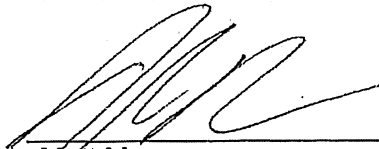
8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the a child for which the employee's child is legally responsible, mother,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

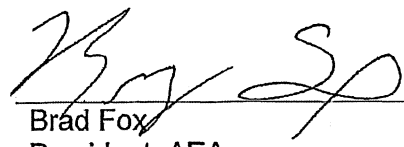
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 2/14/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

**FOR THE UNION:**

 2/14/2018  
\_\_\_\_\_  
Matt Mason Date  
Business Representative  
IFPTE, Local 21

 2/14/18  
\_\_\_\_\_  
Brad Fox Date  
President, AEA  
AEA, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AEA NEGOTIATIONS (Units 41/42 and Unit 43)**  
**TENTATIVE AGREEMENT**

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**CITY-WIDE LABOR MANAGEMENT COMMITTEE**

City's Proposed Language:

**ARTICLE 19 UNION/CITY COMMITTEE (UCC)**

- ~~19.1 Purpose: To serve as an advisory committee and to facilitate employee involvement in issues which affect the immediate work environments. To provide regular communication between the Union and the City, to address workplace issues, and to facilitate positive Union-City relations.~~
- ~~19.2 Structure: The Union/City Committee is established by mutual agreement. The City and the Union shall each select their own representatives and in equal number, with no more than three on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The UCC will set up regular meetings and a means for calling additional meetings to handle issues on an ad hoc basis.~~
- ~~19.3 Authority: The UCC are not authorized to meet and confer or create contractual obligations nor are they to change the MOA to authorize any practice in conflict with existing contracts or rules. The Office of Employee Relations and AEA/IFPTE Representative/Organizer will be involved in UCC meetings upon request, and the UCCs should keep both parties informed of their discussions and any written material they generate.~~
- ~~19.4 The UCC has the authority to set up subcommittees, departmental committees and ad hoc committees when it deems them appropriate and necessary. The Committee will act as a steering committee for subcommittees.~~

**ARTICLE 19 CITY-WIDE LABOR MANAGEMENT COMMITTEE**

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

**2018 CITY OF SAN JOSE – AEA NEGOTIATIONS (Units 41/42 and Unit 43)**  
**TENTATIVE AGREEMENT**

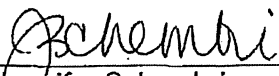
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Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period.

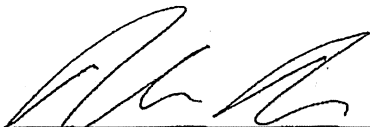
19.5 Frequency: The meetings will take place no less than one (1) time per month, unless there is mutual agreement for more or less frequency.


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**FOR THE CITY:**

 2/23/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

**FOR THE UNION:**

 2/23/18  
\_\_\_\_\_  
Matt Mason Date  
Business Representative  
IFPTE, Local 21

 2/23/18  
\_\_\_\_\_  
for Brad Fox Chris O'Leary Date  
President, AEA  
AEA, IFPTE, Local 21

**2018 CITY OF SAN JOSE -- AEA NEGOTIATIONS (Units 41/42 and Unit 43)**  
**TENTATIVE AGREEMENT**

**CITY PROPOSAL - HOUSEKEEPING**

City Proposed Language:

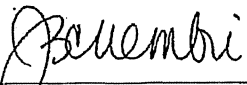
**ARTICLE 21 EMPLOYEE COMMUTE BENEFIT PROGRAM**

The Employee Commute Benefit Program shall be as follows:

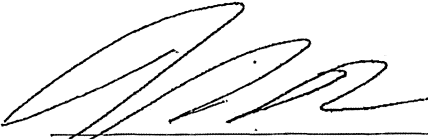
- 21.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.
- 21.2 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 21.1.
- 21.3 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:**

 8/23/18  
Jennifer Schembri Date  
Director of Employee Relations

**FOR THE UNION:**

 2/23/18  
Matt Mason Date  
Business Representative  
IFPTE, Local 21

 2/23/18  
for Brad Fox Date  
Chris Dayley  
President, AEA  
AEA, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AEA (Units 41/42 and Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**

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

City Proposed Language:

**ARTICLE 11 BENEFITS**

**11.1 Health Insurance**

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

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

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

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

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

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

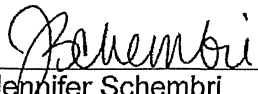
11.1.54 An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

**2018 CITY OF SAN JOSE – AEA (Units 41/42 and Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**

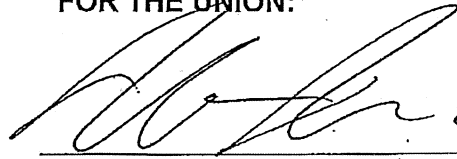
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**FOR THE CITY:**

 2/23/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

**FOR THE UNION:**

 2/23/18  
\_\_\_\_\_  
Matt Mason Date  
Business Representative  
IFPTE, Local 21

 2/23/18  
\_\_\_\_\_  
for Brad Fox Chris Dayley Date  
President, AEA  
AEA, IFPTE, Local 21

**2018 CITY OF SAN JOSE – AEA (Units 41/42) NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**PREMIUM PAY**

City Proposed Language:

**ARTICLE 10.5        PREMIUM PAY**

**10.5    Premium Pay**

10.5.1 Employees shall receive a professional achievement incentive of 1.5% (paid biweekly) in addition to their base salary as follows. Employees are only eligible for one (1) professional achievement incentive. In order to receive the professional achievement incentive, the license or registration must be issued by the State of California, Department of Consumer Affairs, Board of Professional Engineers, Land Surveyors, and Geologists; or the State of California Architects Board, relate to the specific discipline of the employee's classification, and is subject to approval by Department Director or designee. Employees are also eligible to receive the professional achievement incentive for the Project Management Professional (PMP) license/certification. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department.

10.5.1.1        Notwithstanding 10.5.1 above, employees may also be eligible for an additional professional achievement incentive of 1.5% (paid biweekly) if the employee holds both a California Professional Engineer License, and either the Certified Access Specialist (CASP) or the Structural Engineer License, as issued by the relevant California agency. In no event will an employee be eligible for more than a professional achievement incentive of 3.0%. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department.

10.5.2 Employees in the Fire Department are eligible to receive a professional achievement incentive for a Plans Examiner Certificate. These employees in the Fire Department are only eligible for one (1) professional achievement incentive for a maximum of 1.5% of base salary. The premium pay becomes effective the first full pay period after the date an approved application is received by the Payroll Department.

10.5.4-3 Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.




**2018 CITY OF SAN JOSE – AEA (Units 41/42) NEGOTIATIONS  
TENTATIVE AGREEMENT**

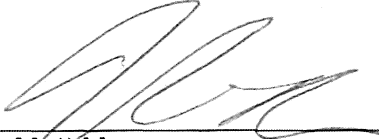
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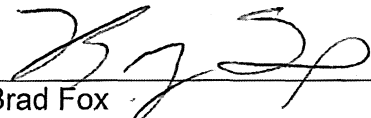
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

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

**FOR THE UNION:**

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

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

**2018 CITY OF SAN JOSE – AEA (Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL - PREMIUM PAY**

City Proposed Language:

**ARTICLE 10.5 PREMIUM PAY**

10.5 Premium Pay

10.5.1 Employees in the Senior Engineer (3815) classification shall receive a professional achievement incentive of 1.5% (paid biweekly) in addition to their base salary as follows. Employees are only eligible for one (1) professional achievement incentive. In order to receive the professional achievement incentive, an employee must hold one of the following licenses or registrations as issued by the relevant California agency: (1) Certified Access Specialist (CASP), (2) Structural Engineer License, or (3) Project Management Professional (PMP) license/certification. The premium pay becomes effective the first full pay period after the date of an approved application is received by the Payroll Department.


10.5.2 Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

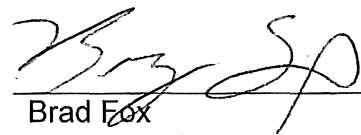
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

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

**FOR THE UNION:**

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

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

**2018 CITY OF SAN JOSE – AEA (Units 41/42 and Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**PROFESSIONAL DEVELOPMENT PROGRAM**

City Proposed Language:

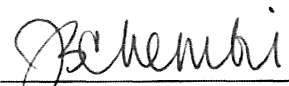
**ARTICLE 11.6 PROFESSIONAL DEVELOPMENT PROGRAM**

11.6 Professional Development Program The City will reimburse each employee 100% of eligible expenses incurred, up to ~~\$1,000.00~~ \$1,500.00 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 (of the ~~\$1,000~~ \$1,500 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.

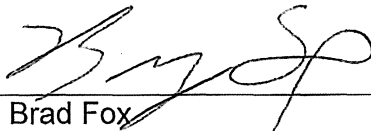
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**FOR THE CITY:**

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

**FOR THE UNION:**

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

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

**2018 CITY OF SAN JOSE – AEA (Units 41/42 and Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL – MAINTENANCE IN MEMBERSHIP**

City Proposed Language:

**ARTICLE 6 UNION RIGHTS**

**6.4 Maintenance in Membership**

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

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

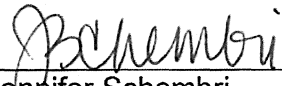
6.4.36.4.2 ~~The Union shall indemnify and hold harmless the City, its officers, employees and agents – and hold it harmless against any and all suits, claims, losses, damages, injuries, expenses, lawsuits, demands and liabilities that directly or indirectly, in whole or in part, arise out of, pertain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

**2018 CITY OF SAN JOSE – AEA (Units 41/42 and Unit 43) NEGOTIATIONS  
TENTATIVE AGREEMENT**


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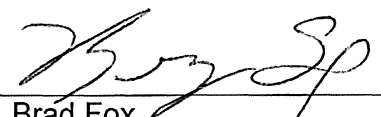
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

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

**FOR THE UNION:**

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

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

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE

AND

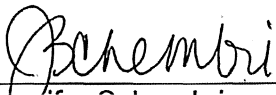
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21 (AEA)  
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21 (AMSP)  
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)

**MANAGEMENT PERFORMANCE PROGRAM**


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

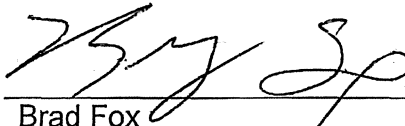
This Agreement is considered part of a tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during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

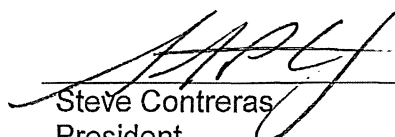
**FOR THE CITY:**

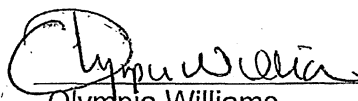
 3/13/18  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

**FOR THE UNIONS:**

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

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

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

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

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND

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

### **City Healthcare Program Reopener**

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Association of Engineers and Architects, IFPTE, Local 21 (AEA), the Association of Maintenance Supervisory Personnel, IFPTE, Local 21 (AMSP), and the City Association of Management Personnel, IFPTE, Local 21 (CAMP), hereafter collectively referred to as "IFPTE, Local 21," the parties agree to meet and confer over potential changes to the City's healthcare program.

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

To the extent that any change to the City's healthcare program is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Miliias Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by IFPTE, Local 21)) shall be exhausted. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

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

FOR THE CITY:

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

FOR THE UNION:

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

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

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

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