RD:SSH
6/12/18

RESOLUTION NO._____

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

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

1. That the terms of a collective bargaining agreement between the City of San José and the Confidential Employees' Organization, AFSCME, Local 101 (CEO**),** with a term of July 1, 2018 through June 30, 2021, are hereby approved. The City Manager is hereby authorized to execute the agreement with those terms on behalf of the City of San José.

2. The general terms of the agreement are set out and described in the Memorandum to the Honorable Mayor and City Council from Jennifer Schembri, Director of Employee Relations, and Margaret McCahan, Budget Director, dated June 13, 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:

SAM LICCARDO
Mayor

ATTEST:

TONI J. TABER, CMC
City Clerk

DRAFT – Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

COUNCIL AGENDA: 06/26/2018
FILE: 18-950
ITEM: 2.7

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jennifer Schembri
Margaret McCahan

SUBJECT: SEE BELOW

DATE: June 13, 2018

Approved D-DSyC Date 6/14/18

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME LOCAL 101, FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2021

RECOMMENDATION

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

a) Adopt a resolution approving the terms of a collective bargaining agreement between the City and the Confidential Employees' Organization, AFSCME Local 101 (CEO) for the term of July 1, 2018 through June 30, 2021, and authorizing the City Manager to execute an agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement with CEO, and authorize the City Manager to execute an agreement with a term of July 1, 2018 through June 30, 2021 with those terms.

BACKGROUND

The City of San Jose's collective bargaining agreement with the CEO will expire on June 30, 2018. CEO currently represents approximately 211 full-time equivalent positions. This unit includes employee job classifications such as Analysts, Legal Analysts, Administrative Assistants, and Staff Technicians.

In May 2018, negotiations with CEO on a successor agreement commenced, and on or about June 7, 2018, the City and CEO reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and CEO.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

The Tentative Agreement is pending ratification by the CEO membership. CEO will notify the City of the ratification results prior to the June 26, 2018, City Council meeting.

ANALYSIS

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

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 CEO 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 CEO will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to CEO will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.
Opportunity to Work	Before hiring additional part-time employees, the City will offer additional hours of work to existing part-time employees who have the skills and experience to perform the work. The City will develop a process to distribute the hours of work among those existing part-time employees. This shall not be construed to limit the right of the Department Director, or designee, to determine the days of the week and hours of each day when such part-time employee shall be required to work. Further, nothing shall limit the right of the Department Director, or designee, to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

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Opportunity to Work (cont'd)	This shall not be construed to require the City to offer a part-time employee any additional hours of work if it would result in the part-time employee being eligible for overtime compensation at 1.5 times their regular rate of pay or any other additional benefits that said employee is not otherwise eligible.
Union Release Time	The designated bargaining unit representative(s) shall use the City Paid Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.
Annual Performance Appraisals	Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.
Higher Class Pay	Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee who is not on probation may be required to perform the duties of a full-time or benefitted part-time position in a higher classification.
Notary Services Pay	Employees performing Notary Services on behalf of the City will continue to receive $25 each biweekly pay period, subject to Departmental approval, as is currently being done. Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position in which the employee was authorized to receive the premium pay. At the time that an employee either obtains his/her notary commission or renews his/her notary commission, the employee shall make an election as to how the fees associated with his/her notary commission shall be paid. If the employee elects department reimbursement the employee shall own all documents and equipment required to perform notary services, the employee shall not be approved to have an outside work permit to conduct outside employment as a Notary Public, the employee shall be granted release time to attend required training courses to obtain or renew his/her notary commission, and to file all required documents with Santa Clara County, and should the Employee relinquish his/her notary commission, the employee shall be granted one (1) hour of release time to return all required documents and equipment to Santa Clara County. If the employee elects education reimbursement, the

Notary Services Pay (cont'd)	employee shall own all documents and equipment required to perform notary services, and the employee may apply for an outside work permit in accordance with City policy, and will not under any circumstances be permitted to conduct personal business while on City time.
Witness Leave	Compensation will not be paid if the employee is a plaintiff to the action or a witness called on behalf of an adverse party to the City.
Reopeners	During the term of the contract, the City and CEO 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

No additional follow up action with the City Council is expected at this time.

PUBLIC OUTREACH

This memorandum will be posted on the City's website in advance of the June 26, 2018 City Council Agenda.

COORDINATION

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

COMMISSION RECOMMENDATION/INPUT

This agreement was not coordinated with any board or commission.

COST SUMMARY/IMPLICATIONS

The ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay as of July 1, 2018, will be approximately $806,000 in FY 2018-2019. The budget actions for 2018-2019 will be brought forward for City Council approval in a future budget process in 2018-2019. The increases in the General Fund will be offset by a corresponding decrease to the Salaries and Benefits Reserve, and the increases to the special funds will generally be offset by corresponding decreases to the unrestricted ending fund balance in those funds or an alternative funding source. The ongoing increased cost of the 3% general

wage increase effective June 30, 2019, is approximately $815,000. The ongoing increased cost of the 3% general wage increase effective June 28, 2020, is approximately $840,000.

CEQA

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

/s/
JENNIFER SCHEMBRI
Director of Employee Relations

for
MARGARET MCCAHAN
Budget Director

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

Attachment A – CEO Tentative Agreement

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CEO NEGOTIATIONS
TENTATIVE AGREEMENT

TERM

Three Year Term

WAGES

Fiscal Year 2018-2019

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

Fiscal Year 2019-2020

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

OPPORTUNITY TO WORK

See Attached Tentative Agreement

UNION RELEASE TIME

See Attached Tentative Agreement

ANNUAL PERFORMANCE APPRAISALS

See Attached Tentative Agreement

HIGHER CLASS PAY

See Attached

NOTARY SERVICES PAY

See Attached

WITNESS LEAVE

See Attached

HOUSEKEEPING

Human Resources Pool Assignments – See Attached Tentative Agreement

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CEO NEGOTIATIONS
TENTATIVE AGREEMENT

Employee Commute Benefit Program – See Attached Tentative Agreement

Non-Generic Prescriptions – See Attached Tentative Agreement

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 this document is not part of the Tentative Agreement.*

FOR THE CITY:

Jennifer Schembri — Date 6/7/18
Director of Employee Relations

Marco Mercado — Date 6/7/18
Assistant to the City Manager
Office of Employee Relations

Elsa Cordova — Date 6/7/18
Senior Executive Analyst
Office of Employee Relations

Randi Perry — Date 6-7-18
Executive Analyst
Office of Employee Relations

FOR THE UNION:

LaVerne Washington — Date 6/7/18
President
CEO, AFSCME Local 101

Charles Allen — Date 6-7-18
Business Agent
AFSCME, Local 101

Elizabeth Cabral — Date 6-7-18
Vice President
CEO, AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – OPPORTUNITY TO WORK

City Proposed Language:

ARTICLE 24 SUPPLEMENTAL BENEFITS FOR PART-TIME EMPLOYEES

24.10 Opportunity to Work

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

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

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

**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:

5/21/18
Marco Mercado Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/21/18
LaVerne Washington Date
President
CEO, AFSCME, Local 101

5-21-18
Charles Allen Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – UNION RELEASE TIME

City Proposed Language:

ARTICLE 12 GRIEVANCE PROCEDURE

12.7 Release Time

12.7.1 The Employee Organization President and/or a designated representative shall be authorized release time to appear at Civil Service Commission or City Council meetings when such bodies are considering matters affecting the Employee Organization, to attend Federated Retirement Board meetings, and to attend meetings to which he/she is called by the City Administration regarding matters affecting the Employee Organization, so long as this participation does not result in overtime to perform their usual and customary duties. Participation at such meetings should be in lieu of usual and customary duties and will not result in overtime compensation.

12.7.2 Employees will be granted release time in order to donate blood at City sponsored blood drives. Employees will be granted two (2) hours of release time per calendar quarter to donate platelets.

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

**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:

5/21/18
Marco Mercado Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/21/18
LaVerne Washington Date
President
CEO, AFSCME, Local 101

5-21-18
Charles Allen Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – ANNUAL PERFORMANCE APPRAISALS

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

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

**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:

5/21/18
Marco Mercado Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/21/18
LaVerne Washington Date
President
CEO, AFSCME, Local 101

5-21-18
Charles Allen Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

CITY PROPOSAL TO CEO – HIGHER CLASS PAY

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.3 Working in a Higher Classification

7.3.1 Upon specific assignment by the Department Director, or his/her designated representative, with prior written approval, a full-time or part-time employee who is not on probation may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee or vacant positions. Assignments to a higher classification due to a vacancy shall not exceed six (6) months. Once an employee reaches the six (6) month maximum in a specific higher class assignment due to a vacancy, the employee shall not be eligible to serve in the same higher class assignment for at least six (6) months and shall return to his/her regular assignment.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

CITY PROPOSAL TO CEO – NOTARY SERVICES PAY

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.19 Notary Services

Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars ($25) for each bi-weekly pay period ~~in which the employee performs notary services. Effective the first pay period of payroll calendar year 2008, employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars ($25) for each bi-weekly pay period~~, subject to Departmental approval.

7.19.1 Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position in which the employee was authorized to receive the premium pay.

7.19.2 At the time that an employee either obtains his/her notary commission or renews his/her notary commission, the employee shall make an election as outlined in Articles 7.19.2.1 and 7.19.2.2 as to how the fees associated with his/her notary commission shall be paid.

7.19.2.1 Department Reimbursement

a) Employee shall own all documents and equipment required to perform notary services.

b) Employee shall not be approved to have an outside work permit to conduct outside employment as a Notary Public.

c) Employee shall be granted release time to attend required training courses to obtain or renew his/her notary commission, and to file all required documents with Santa Clara County.

d) Should the Employee relinquish his/her notary commission, Employee shall be granted one (1) hour of release time to return all required documents and equipment to Santa Clara County.

7.19.2.2 Education Reimbursement

a) Employee shall own all documents and equipment required to perform notary services.

Attachment A
DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

b) Employee may apply for an outside work permit in accordance with City policy, and will not under any circumstances be permitted to conduct personal business while on City time.

Attachment A
DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

CITY COUNTERPROPOSAL TO CEO – WITNESS LEAVE

City Proposed Language:

ARTICLE 12 WAGES AND SPECIAL PAY

7.13 Witness Leave

7.13.1 Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a ~~party to the action~~plaintiff to the action or a witness called on behalf of an adverse party to the City.

7.13.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent in court, or shall be entitled to the compensation provided in Section 7.11, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a ~~party to the action.~~ plaintiff to the action or a witness called on behalf of an adverse party to the City.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

CITY PROPOSAL TO CEO – HOUSEKEEPING – ARTICLE 34

City Proposed Language:

~~ARTICLE 34 HUMAN RESOURCES POOL ASSIGNMENTS~~

~~34.1 An Human Resources pool employee who has completed 2,080 hours of actual time worked in full-time service in the same assignment shall be granted regular employment status and receive benefits if the following conditions are met.~~

- ~~A vacancy exists in a class in the department which the employee is eligible to fill.~~
- ~~The department selects the employee for regular employment status.~~

~~34.2 A Human Resources pool employee who has completed 2,080 hours of actual time worked in full-time service in the same assignment and who does not meet the conditions listed in 34.1 shall not be eligible for benefits and shall be removed from the position.~~

~~34.3 Human Resources Pool employees who are assigned and work in excess of forty (40) hours per week shall be compensated at the time and one-half (1-1/2) rate. A part-time employee who is assigned and works in excess of forty (40) hours per week may elect to either be paid for such overtime or credited with compensatory time off, provided the following:~~

~~a. the employee makes such election during the pay period in which the overtime is worked.~~
~~b. in the event the employee requests payment for such overtime, the department's budget can accommodate such payment.~~

~~34.4 However, at no time shall an Human Resources pool employee's compensatory time balance exceed forty (40) hours. Once an employee's compensatory time balance reaches forty (40) hours, employees shall be paid for all time assigned and worked in excess of forty (40) hours per week.~~

~~34.5 Notwithstanding any other provision of Section 6.9 to the contrary, the Director of a Department may announce the intent of the Department to pay employees the appropriate rate for accrued compensatory time that is not used as of a date specified by the department. This announced intent may apply to an entire department or to a specified section(s) of a department. The announcement will also specify a date by which time each affected employee must elect to either:~~

~~34.5.1 be paid for all accrued, unused compensatory time, OR~~

~~34.5.2 be paid for all but twenty-four (24) hours of such accrued, unused compensatory time, OR~~

~~34.5.3 retain all accrued, unused compensatory time, subject to other applicable provisions of this Section 6.10.~~

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~~34.6 Any employee not making an election will retain his/her compensatory time, subject to other provisions of this Section.~~

~~34.7 If an Human Resources pool employee is scheduled and reports to work for a shift which is then canceled, the employee shall, at the City's discretion, either work a minimum of two (2) hours or be credited with two (2) hours work at the employee's straight time pay rate. The employee is not entitled to the two (2) hour minimum if:~~

~~a. the pool employee is notified prior to the start of the shift that the shift is canceled; or~~
~~b. the pool employee is scheduled to work less than two (2) hours.~~

**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:

5/21/18
Marco Mercado — Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/21/18
LaVerne Washington — Date
President
CEO, AFSCME, Local 101

5-21-18
Charles Allen — Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – HOUSEKEEPING

City Proposed Language:

ARTICLE 41 EMPLOYEE COMMUTE BENEFIT PROGRAM

The Employee Commute Benefit Program shall be as follows:

41.1 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.

41.2 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 41.1.

41.3 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.

**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:

5/23/18
Marco Mercado Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/25/18
LaVerne Washington Date
President
CEO, AFSCME, Local 101

5-23-18
Charles Allen Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – HOUSEKEEPING – NON-GENERIC PRESCRIPTIONS

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.6 Health Insurance

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).

7.6.1 The City pays eighty-five percent (85%) of the cost of the lowest priced Non-Deductible HMO plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible 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.

~~7.6.2 The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by CEO in addition to the existing plan options.~~

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

~~7.6.3. Co-pays for Non-Deductible HMO plans shall include the following:~~

~~a. Office visit Co-pay shall be $25~~
~~b. Prescription Co-pay shall be $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~~

**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:

5/21/18
Marco Mercado — Date
Assistant to the City Manager
Office of Employee Relations

FOR THE UNION:

5/21/18
LaVerne Washington — Date
President
CEO, AFSCME, Local 101

5-21-18
Charles Allen — Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
CONFIDENTIAL EMPLOYEES' ASSOCIATION (CEO), AFSCME, LOCAL NO. 101

City Healthcare Program Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Confidential Employees' Association (CEO), AFSCME, Local No. 101, the parties agree to meet and confer over potential changes to the City's healthcare program.

Either the City or CEO may provide notice to the other of its request to discuss potential changes to the City's healthcare program. The parties shall commence the discussions within ten (10) calendar days after the City or CEO 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 Milias Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by CEO)) 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:

5/21/18
Marco Mercado — Date
Assistant to the City Manager, OER

5/21/18
Elsa Cordova — Date
Senior Executive Analyst, OER

FOR THE UNION:

5/21/18
LaVerne Washington — Date
President
CEO AFSCME, Local 101

5-21-18
Charles Allen — Date
Business Agent
AFSCME, Local 101

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.