

Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: March 3, 2020

Approved

Daniel A. Maguire

Date

3-4-20

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE PEACE OFFICER PARK RANGER ASSOCIATION (POPRA), INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 3 (OE#3) FOR THE TERM OF JANUARY 1, 2020 THROUGH JUNE 30, 2023

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City and the Peace Officer Park Ranger Association (POPRA), International Union of Operating Engineers, Local Union No. 3 (OE#3) for the term of January 1, 2020 through June 30, 2023, and authorizing the City Manager to execute the agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in collective bargaining agreements between the City of San José and the Peace Officer Park Ranger Association (POPRA), International Union of Operating Engineers, Local Union No. 3 (OE#3) and authorize the City Manager to execute an agreement with a term of January 1, 2020 through June 30, 2023 with those terms.

BACKGROUND

Effective July 2, 2019, Park Rangers were granted formal recognition as a separate bargaining unit, Peace Officer Park Ranger Association (POPRA), representing the following classifications:

- Park Ranger Full-Time (2423)
- Senior Park Ranger Full Time (2426)

POPRA continues to be affiliated with International Union of Operating Engineers, Local No. 3 (OE#3) and represents approximately 16 full-time equivalent employees.

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In September 2019, the City began negotiations with POPRA for a new Memorandum of Agreement (MOA) and on or about February 26, 2020, reached an overall Tentative Agreement on the terms to be contained in the Memorandum of Agreement (MOA) between the City and POPRA.

The Tentative Agreement is pending ratification by POPRA membership. POPRA will notify the City of the ratification results prior to the March 17, 2020, 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	January 1, 2020 through June 30, 2023
Ongoing Non-Pensionable Compensation Increase and CIT Premium Pay	<u>Fiscal Year 2019-2020</u> 5% ongoing non-pensionable compensation increase, effective Fiscal Year 2019-2020. In acknowledgement that employees represented by POPRA have not received any wage increase in Fiscal Year 2019-2020, effective April 5, 2020, all employees in classifications assigned to POPRA shall receive an approximate 5% ongoing non-pensionable compensation increase. 3.75% non-pensionable Crisis Intervention Training Premium Pay (CIT), effective Fiscal Year 2019-2020. Effective April 5, 2020, employees in POPRA who have completed or signed up for Crisis Intervention Training will be eligible to receive a 3.75% non-pensionable premium pay.
General Wage Increase	<u>Fiscal Year 2020-2021</u> 3% pensionable general wage increase, effective Fiscal Year 2020-2021. Effective October 4, 2020, all salary ranges for employees holding positions in classifications assigned to POPRA shall 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%. <u>Fiscal Year 2021-2022</u> 3% pensionable general wage increase, effective Fiscal Year 2021-2022. Effective the first full pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to POPRA will receive a pensionable base pay increase of

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approximately 3%. This will result in both the top and bottom step of the pay range being increased by approximately 3%.

Fiscal Year 2022-2023

3% pensionable general wage increase effective Fiscal Year 2022-2023. Effective the first full pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to POPRA 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%.

Hiring Incentive Pilot Program

Employees hired on or after March 22, 2020, shall be eligible to receive a hiring incentive through the program outlined below. The lump sum non-pensionable Hiring Incentive will be paid as follows:

Park Ranger (2423)	
Timing	Hiring Incentive
Upon Hire	\$1,500
Passing Probation	\$1,500
Total	\$3,000

The payment of the one-time, non-pensionable lump sum hiring incentive to new Park Ranger hires is contingent on the employee being continuously employed in the Park Ranger classification through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Park Ranger class series prior to their one (1) year anniversary of passing probation in the Park Ranger series, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the bonus through any other lawful means, including the collection process.

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The pilot program shall become effective on March 22, 2020, and will expire on June 30, 2023. The City retains the ability to end the Hiring Incentive Pilot Program at its sole discretion prior to June 30, 2023.

**Referral Bonus
Pilot Program**

Employees in classifications that are represented by POPRA shall be eligible for a referral bonus under the POPRA Referral Bonus Pilot Program. Employees must be currently employed in a POPRA represented position at the time of payment to receive the Referral Bonus.

Effective March 22, 2020, current POPRA represented employees will receive a one-time non-pensionable lump sum Referral Bonus of \$3,750 for referring a new Park Ranger hire. The POPRA Referral Bonus shall be paid once the new employee passes probation in the Park Ranger classification.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or assisted in recruiting them, and that the applicant will not receive any portion of the POPRA Referral Bonus provided to them.

Employees involved in the recruiting and/or hiring of new Park Rangers are not eligible to receive the POPRA Referral Bonus.

The POPRA Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral.

This pilot program shall become effective on March 22, 2020, and shall expire on June 30, 2023. The City retains the ability to end the Referral Bonus Pilot Program at its sole discretion prior to June 30, 2023.

**Hours of Work and
Overtime**

The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, inclusive of a lunch period. All other provisions related to overtime compensation reflect the current practice contained in the OE#3 MOA.

Witness Leave

Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Standby Pay at the 1.5 rate. In the event the employee is called from off-duty to testify in any court, under subpoena, by reason of their employment with the City, the employee shall be entitled to overtime for the time spent in

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court, or for two hours, whichever is greater, less any and all witness fees which may be received by the employee, in lieu of Call Back Pay.

Annual and Special Performance Evaluations

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.

Probationary Period Extension

An employee's probationary period may be extended up to a maximum of six (6) months.

Reopener

During the term of the contract, the City and POPRA 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 the City's Healthcare Program.

CONCLUSION

It is recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would allow the City Manager to execute an agreement with the terms of a collective bargaining agreement between the City and POPRA with a term effective January 1, 2020 through June 30, 2023.

EVALUATION AND FOLLOW-UP

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

CLIMATE SMART SAN JOSE

The recommendation in this memo has no effect on Climate Smart San José energy, water, or mobility goals.

PUBLIC OUTREACH

This memorandum will be posted on the City's website for the March 17, 2020, City Council Agenda.

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COORDINATION

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

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

COST SUMMARY/IMPLICATIONS

The increased cost of the ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay as of April 5, 2020, will be approximately \$27,100 and the CIT premium pay effective April 5, 2020 will be approximately \$12,300. It is anticipated that these additional costs will be able to be absorbed within the Parks Recreation and Neighborhood Services budget in the current year. However, if any budget adjustments are deemed to be necessary in 2019-2020, the increases in the General Fund will be offset by a corresponding decrease to the Salaries and Benefits Reserve or a General Fund appropriation with projected year-end savings, and the increases to the special funds will be offset by corresponding decreases to the unrestricted ending fund balance in those funds or an appropriation with projected year-end savings, as appropriate.

The ongoing increased cost of the 3% general wage increase effective FY 2020-2021 is approximately \$57,600. The ongoing increased cost of the 3% general wage increase effective FY 2021-2022 is approximately \$59,300. The ongoing increased cost of the 3% general wage increase effective FY 2022-2023 is approximately \$61,100. These ongoing increases will be factored into the annual development of the Base Budget. The total increased cost of the CIT premium pay over the term of this Agreement is approximately \$56,500 and will be factored into the annual development of the Base Budget.

The maximum one-time cost of the Hiring and Referral Incentive Pilot Program is approximately \$33,800. As this cost will be spread over the current year and the following three fiscal years, and as the actual costs could be lower depending on the pace of hiring and number of referrals, these costs are anticipated to be absorbed within existing budgets in the Parks, Recreation, and Neighborhood Services Department.

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CEQA

Not a Project, File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.



JENNIFER SCHEMBRI
Director of Employee Relations
Director of Human Resources

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

Attachment A – POPRA Tentative Agreement

**2019-2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

TERM

January 1, 2020 – June 30, 2023

WAGESFiscal Year 2019-2020

- In acknowledgment that employees represented by POPRA have not received any wage increase in Fiscal Year 2019-2020, employees represented by POPRA shall receive a 5% ongoing non-pensionable compensation increase effective April 5, 2020. Effective April 5, 2020, all employees holding positions in classifications assigned to POPRA shall receive an approximate 5% ongoing non-pensionable compensation increase.
- 3.75% non-pensionable Crisis Intervention Training premium pay effective Fiscal Year 2019-2020. Effective April 5, 2020, the Crisis Intervention Training premium pay shall be a total of approximately 3.75%. Employees who sign-up or have completed the Crisis Intervention Training by April 5, 2020, will be eligible to receive the non-pensionable Crisis Intervention Training premium pay.

Fiscal Year 2020-2021

- 3% general wage increase effective Fiscal Year 2020-2021. Effective October 4, 2020, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3%.

Fiscal Year 2021-2022

- 3% general wage increase effective Fiscal Year 2021-2022. Effective the first full pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3%.

Fiscal Year 2022-2023

- 3% general wage increase effective Fiscal Year 2022-2023. Effective the first full pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3%.

HIRING INCENTIVE AND REFERRAL BONUS

- Hiring Incentive and Referral Bonus – See Attached

HOURS OF WORK AND OVERTIME

- Hours of Work and Overtime - See Attached

WITNESS LEAVE

- Witness Leave - See Attached

**2019-2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
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SHIFT DIFFERENTIAL

- Shift Differential - See Attached

**UNIFORM ALLOWANCE, SAFETY EQUIPMENT AND PROTECTIVE PRESCRIPTION
SAFETY GLASSES**

- Uniform Allowance, Safety Equipment and Protective Prescription Safety Glasses - See Attached

PERIOD OF MEMORANDUM OF AGREEMENT

- Period of Memorandum of Agreement - See Attached

TENTATIVE AGREEMENTS

- Recognition – See Attached
- Purpose – See Attached
- Definitions – See Attached
- Dues Deduction – See Attached
- Full Understanding, Modification and Waiver – See Attached
- Safety – See Attached
- Layoff – See Attached
- Maintenance of Membership – See Attached
- Bereavement Leave – See Attached
- Authorized Representatives – See Attached
- Separability – See Attached
- Time Donation Programs – See Attached
- Working in a Higher Classification – See Attached
- Life Insurance – See Attached
- Full Faith and Credit – See Attached
- Leaves of Absence – See Attached
- Sick Leave – See Attached
- Disability Leave – See Attached
- Substance Abuse Treatment Program – See Attached
- Annual and Special Performance Evaluation – See Attached
- New Employee Orientation – See Attached
- Tuition Reimbursement – See Attached
- Call Back Pay – See Attached
- Standby Pay – See Attached
- Bulletin Boards – See Attached
- Jury Duty – See Attached
- Probationary Period Extension – See Attached
- Grievance Procedure – See Attached
- Health and Dental in Lieu – See Attached
- Bilingual Pay – See Attached
- Alternate Work Schedule – See Attached
- Employee Commute Benefit Program – See Attached
- Employee Assistance Referral – See Attached
- Discipline – See Attached
- Retirement – See Attached

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- Vacation and Personal Leave – See Attached
- Holidays – See Attached
- Management Rights – See Attached
- Labor Management Committee – See Attached
- Health and Dental Insurance – See Attached

REOPENER

- City 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 2/26/2020
Date
Director of Employee Relations
Director of Human Resources

Elsa Cordova 2/26/2020
Date
Assistant to the City Manager, OER

Carolyn Gibson 2-26-2020
Date
Executive Analyst, OER

Jon Cicirelli 2/26/2020
Date
Director, Parks Recreation and
Neighborhood Services

FOR THE UNION:

Mary Blando 2/24/2020
Date
Mary Blando, Business Representative
POPRA, Operating Engineers, Local 3 (OE#3)

Mathew Mendriski 2-26-2020
Date
Mathew Mendriski
Team Member, POPRA

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CITY PROPOSAL TO POPRA – HIRING INCENTIVE AND REFERRAL BONUS

City Proposed Language:

ARTICLE XX HIRING INCENTIVE AND REFERRAL BONUS PILOT PROGRAM

X.1 Hiring Incentive Pilot Program: Employees hired on or after the first full pay period after this agreement has been ratified by union members and approved by City Council shall be eligible to receive a hiring incentive through the program outlined below.

The lump sum non-pensionable Hiring Incentive will be paid as follows:

Park Ranger (2423)	
Timing	Hiring Incentive
Upon Hire	\$1,500
Passing Probation	\$1,500
Total	\$3,000

The payment of the one-time, non-pensionable lump sum hiring incentive to new Park Ranger hires is contingent on the employee being continuously employed in the Park Ranger classification through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Park Ranger class series prior to their one (1) year anniversary of passing probation in the Park Ranger series, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the bonus through any other lawful means, including the collection process.

X.2 POPRA Referral Bonus: Employees in classifications that are represented by POPRA shall be eligible for a referral bonus under the POPRA Referral Bonus Pilot Program. Employees must be currently employed in a POPRA represented position at the time of payment to receive the Referral Bonus.

Effective the first full pay period after this agreement has been ratified by union members and approved by City Council, current POPRA represented employees will receive a one-time non-pensionable lump sum Referral Bonus of \$3,750 for referring a new Park Ranger hire. The POPRA Referral Bonus shall be paid once the new employee passes probation in the Park Ranger classification.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or

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TENTATIVE AGREEMENT**

assisted in recruiting them, and that the applicant will not receive any portion of the POPRA Referral Bonus provided to them.

Employees involved in the recruiting and/or or hiring of new Park Rangers are not eligible to receive the POPRA Referral Bonus.

The POPRA Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral.

This pilot program shall become effective on the first full pay period after this agreement has been ratified by union members and approved by City Council and shall expire on June 30, 2023. The City retains the ability to end the Hiring Incentive Pilot Program and/or the POPRA Referral Bonus Pilot Program at its sole discretion prior to June 30, 2023.

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CITY COUNTER-PROPOSAL TO POPRA – HOURS OF WORK AND OVERTIME

City Proposed Language:

ARTICLE XX HOURS OF WORK AND OVERTIME

- X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.
- X.2 The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, inclusive ~~exclusive~~ of a lunch period
- X.2.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.
- X.2.2 When an employee's work schedule is changed involuntarily, the employee will be given fourteen (14) calendar days advance notice prior to the implementation of the revised schedule except when there are extenuating circumstances as determined by the City. This provision does not apply to any schedule changes that may result as part of the Return-to-Work or accommodation process, or compliance with this agreement. Nothing in this provision shall preclude an employee from agreeing to begin the revised schedule in less than fourteen (14) calendar days.
- X.2.3 The department may change the workday or work schedule in a section including the adoption of a five day, eight -hour per day schedule, if it determines such schedule is in the City's best interest.
- X.2.4 The Union may discuss with the department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. The Department may adopt such plans on a trial or permanent basis during the life of this contract.
- X.2.5 Employees may be required to respond to emergency calls and must be available to perform activities that are work related during their entire work shift. If an employee is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.
- X.3 Employees shall be given three (3) consecutive days off when working the schedule provided in X.2, and two (2) consecutive days off when assigned to work a five day, eight hour per day schedule, even though the days off are in different workweeks,

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except, where due to a change in the employee's work schedule, it is impossible to provide two (2) or three (3) consecutive days off.

X.4 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.

X.5 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off, with the exception of holiday leave, shall not be considered time worked for the purpose of calculating eligibility for overtime.

X.5.1 Notwithstanding 6X.6 above, any full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 6.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.

X.6 Except as provided in X.6.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such overtime worked or be credited with compensatory time, subject to Department approval.

X.7 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.

X.8 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, 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. The announcement will specify a date by which time each affected employee must elect to either:

- a) be paid for all accrued, unused compensatory time, OR;
- b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
- c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section X.9.

X.8.1 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.

X.9 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the appropriate rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.

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X.10 A 15-minute paid rest period will be provided in each half of the regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

~~An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled.~~

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CITY COUNTER-PROPOSAL TO POPRA – WITNESS LEAVE

City Proposed Language:

ARTICLE XX WITNESS LEAVE

X. Witness Leave.

- X.1. Each 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 their employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the time of service as a witness under subpoena, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.
- X.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 their employment, shall be credited with overtime for the time spent in court, or for two hours, whichever is greater, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.
- X.3. Upon service of subpoena, an employee shall immediately advise their Department Director or designee of the time when the employee is required to appear in Court.
- X.4. Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section X (Standby Pay). In the event the employee is called from off-duty to testify in any court, under subpoena, by reason of their employment with the City, the employee shall be entitled to the same compensation provided by Section X.2 above, in lieu of the compensation provided by Section X (Call Back Pay).

**2019-2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
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**CITY PROPOSAL TO POPRA – OE#3 PROVISIONS TO INCORPORATE INTO MOA
(No. 3)**

The City proposes adopting the following provisions of the current Memorandum of Agreement between the City and Operating Engineers, Local No. 3 (OE#3) into the POPRA Memorandum of Agreement:

- Article 5.2 Shift Differential

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CITY COUNTER-PROPOSAL TO POPRA – UNIFORM ALLOWANCE, SAFETY EQUIPMENT AND PROTECTIVE PRESCRIPTION SAFETY GLASSES

City Proposed Language:

XX Uniform Allowance, Safety Equipment and Protective Prescription Safety Glasses

- X.1 An annual Uniform Allowance not to exceed \$800.00 shall accrue for eligible employees regularly assigned to the classifications of Park Ranger (2423) and Senior Park Ranger (2426) provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.
- x.2 Payment shall be made during the first two (2) pay periods of each month, in the amount of \$33.33 per biweekly pay period. If an eligible employee is on unpaid leave or unpaid status for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).
- X.3 Safety Equipment. Employees in the classification of Park Ranger (2423) and Senior Park Ranger (2426) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, four (4) belt keepers, handcuffs, handcuff case, protective vest, rainwear including raincoat and rain pants, OC spray, OC spray case, collapsible baton and scabbard. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment.
- X.4 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

**2019-2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
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CITY PROPOSAL TO POPRA – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

ARTICLE XX PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective January 1, 2020, except where otherwise provided, and shall remain in effect through June 30, 2023. 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 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.

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SELECT ARTICLES (OE#3 MOA)

The City and the Peace Officer Park Ranger Association, Operating Engineers, Local No. 3, (POPRA) agree that the following articles of the current Memorandum of Agreement between the City and Operating Engineers, Local No. 3 (OE#3) shall be incorporated into the POPRA Memorandum of Agreement:

- Article 5.4 – Working in a Higher Classification
- Article 5.16 – Life Insurance
- Article 10 – Full Faith and Credit
- Article 13 – Leaves of Absence
- Article 18 – Sick Leave
- Article 19 – Disability Leave
- Article 31 – Substance Abuse Treatment Program

**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:

Elsa Cordova 10/30/19
Elsa Cordova Date
Assistant to the City Manager

FOR THE UNION:

Mary Blanco 10/30/19
Mary Blanco Date
Business Agent
OE#3

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO POPRA – ANNUAL AND SPECIAL PERFORMANCE
EVALUATION**

City Proposed Language:

ARTICLE XX ANNUAL AND SPECIAL PERFORMANCE EVALUATION

- XX.1 The City of San Jose Non-Management Performance Program Policy provides guidelines for evaluating the work performance of non-management employees.
- XX.2 Key Element Review. If the employee formally receives an overall performance rating of meets standard on either an annual or special performance evaluation, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.
- XX.2.1 All employees represented by the Union shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the Union pursuant to Article XX of this agreement.
- XX.3 Overall Rating Appeal. If the employee formally receives an overall performance rating that is below meets standard on either an annual or special performance evaluation, the employee may appeal the rating. Such appeal shall be made to the Department Director or designee within thirty (30) calendar days from the date the employee receives the final performance appraisal. The Director or designee shall look into the appeal request and provide a written response to the employee within thirty (30) calendar days of receipt of appeal or meeting, if one is held. If the employee is dissatisfied with the decision of the Director or designee, the employee may, within ten (10) calendar days from the Director's or designee's response, request a hearing with the City Manager or designee. Such request shall be in writing and shall include the reason(s) the employee is not satisfied with the decisions previously rendered.
- XX.4 The City Manager, or designee, shall hold a hearing within a reasonable time, and within ten (10) calendar days of the hearing shall inform the employee of the decision. The decision of the City Manager, or designee, shall be final. This will be the only appeal process applicable to review a performance appraisal. The employee shall have the right to Union representation at the hearing with the Department Director, City Manager or designees.
- XX.5 XX.6 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.

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

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

FOR THE CITY:

Elsa Cordova *10/30/19*
Elsa Cordova Date
Assistant to the City Manager

FOR THE UNION:

Mary Blanco *10/30/19*
Mary Blanco Date
Business Agent
OE#3

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

POPRA PROPOSAL TO CITY – NEW EMPLOYEE ORIENTATION

POPRA Proposed Language:

ARTICLE XX NEW EMPLOYEE ORIENTATION

The City shall provide the OE#3 Business Agent reasonable access (up to 30 minutes) to new employees during the new employee orientations to provide information on OE#3. Attendance at any presentations by OE#3 shall be voluntary on the part of the new employee. ~~The OE#3 Business Agent shall work out arrangements with the Human Resources Department.~~

**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:

FOR THE UNION:



Elsa Cordova
Assistant to the City Manager

Date



Mary Blanco
Business Agent
OE#3

Date

2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO POPRA – JURY DUTY

City Proposed Language:

X.10 Jury Duty. Each full-time employee who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive the regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify the immediate supervisor. Eligibility for jury compensation shall be subject to the following:

X.10.1 Employees assigned to a day shift. In those cases in which the employee is released by the court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of their shift. For this the employee receives their regular base pay for that shift, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

X.10.1.1 In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee.

X.10.1.2 In those cases in which the employee is not released by the court until after 1:00 p.m. the employee need not return to work. The employee receives their regular base pay for that shift, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

X.10.2 Employees assigned to a swing or graveyard shift who are called for jury selection. Employees assigned to a swing or graveyard shift, as defined in Section XX of this Article, if released by the court at 1:00 p.m. or earlier shall report for duty at the scheduled beginning of the employee's assigned shift.

X.10.2.1 In the event the employee is required to report for jury duty the following day, the employee will be excused without loss of compensation two (2) hours before the end of the scheduled shift but no earlier than 10:00 p.m. for employees assigned to a swing shift or 6:00 a.m. for employees assigned to a graveyard shift.

X.10.2.2 Employees assigned to a swing or graveyard shift who are not released by the court at 1:00 p.m. or earlier shall not be required to report for duty on the scheduled shift on that day and shall receive a full day's pay, less jury fee.

X.10.2.3 In the event an employee is released by the court at 1:00 p.m. or earlier and fails to report for duty as required above, such employee shall not receive any compensation from the City for that shift but may retain any jury fee received from the court.

X.10.3 Employees assigned to a swing or graveyard shift who are selected to sit on a jury. An employee who is assigned to a swing or graveyard shift who is impaneled on a jury shall be temporarily assigned to a day shift of 8:00 a.m. to 5:00 p.m., Monday through Friday. This temporary schedule change shall not

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

apply to employees who are called to jury selection, unless they are impaneled on a jury.

X.10.3.1 The temporary schedule change shall begin on the first day of the workweek following jury empanelment. Until the temporary shift change takes effect, the provisions applicable to jury selection for employees on alternate shifts shall apply. When an employee is temporarily assigned to a day shift of 8:00 a.m. to 5:00 p.m. Monday through Friday, the provisions applicable to jury duty for employees on regular Monday through Friday day shifts shall apply.

X.10.3.2 Upon completion of jury duty, the employee will resume their normal work schedule on the first day of the workweek following release from jury duty.

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FOR THE CITY:

FOR THE UNION:

Elsa Cordova 12/10/19
Elsa Cordova Date
Assistant to the City Manager

Mary Blanco 12/10/19
Mary Blanco Date
Business Agent
OE#3

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTER-PROPOSAL TO POPRA – PROBATIONARY PERIOD EXTENSION

City Proposed Language:

ARTICLE XX PROBATIONARY PERIOD EXTENSION

The City may at its discretion extend up a maximum of six (6) months, the probationary period of an employee appointed to a position in this unit. The employee will be notified in writing of the length and reason of the extension.

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FOR THE CITY:

FOR THE UNION:

Elsa Cordova 12/10/19
Date
Assistant to the City Manager

Mary Blanco 12/10/19
Date
Mary Blanco
Business Agent
OE#3

2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY COUNTER-PROPOSAL TO POPRA – GRIEVANCE PROCEDURE

City Proposed Language:

ARTICLE XX GRIEVANCE PROCEDURE

- XX.1 Any dispute between the City and an Employee, or, where provided, the appropriate representative of the Union, regarding the interpretation or application of the written Memorandum of Agreement, or the interpretation or application of the Employer-Employee Resolution No. 39367, as amended, shall be considered a grievance. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute directly affects a significantly large group of employees in the representation unit, the Union representative may file a grievance on behalf of such employee(s).
- XX.2 Grievances involving Resolution No. 39367, as amended, shall be filed in writing with the Municipal Employee Relations Officer and shall be processed in accordance with applicable provisions of the Resolution.
- XX.3 Alternative to the Grievance Procedure.

As an alternative to the formal grievance procedure, the City and the Union may by mutual agreement meet and attempt to informally resolve problems which arise involving contract interpretations and other matters affecting the relationship between the City and the Union. Agreement to use the alternative to the grievance procedure must comply with timelines set forth in this article. A grievance must be presented within the timelines set forth in Articles XX.4.2 and XX.5.1. However, once the parties mutually agree to informally resolve problems, the formal grievance procedure timelines are tolled pending the informal resolution process. If, in an attempt to informally resolve issues, the parties discuss matters that are not otherwise subject to the grievance procedure, such matters shall not be eligible to be grieved under the grievance provisions of this MOA.

XX.4 Step I.

XX.4.1 An employee may present the grievance orally or in writing either directly or through the Union representative to the immediate supervisor.

XX.4.2 The grievance must be presented within twenty-one (21) calendar days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within five (5) working days after receiving the oral grievance, the immediate supervisor shall give the employee an oral or written reply.

XX.4.3 If the employee is not satisfied with the reply of the immediate supervisor, the employee may appeal the grievance to XX.5 - Step II.

XX.5 Step II.

XX.5.1 if the employee desires to appeal the grievance to XX.5 - Step II, the grievance shall be reduced to writing, ~~on forms provided,~~ and presented to the Department

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

Director or designee, within five (5) working days following receipt of the immediate supervisor's oral reply.

XX.5.2 The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the appeal, the section or sections of the Memorandum of Agreement relied upon or claimed to have been violated, and the remedy requested. The grievance shall be signed and dated by the employee. If an employee is unavailable to sign the grievance, the Business Representative may sign on behalf of the employee. In that event, the grievance must include the name of the employee on whose behalf the grievance is being filed.

XX.5.3 The Department Director, or designee, may arrange a meeting between the Department Director or designee, the employee, the appropriate Union representative, and the immediate supervisor to attempt to resolve the grievance. In any event the Department Director, or designee, shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to XX.5 - Step II.

XX.5.4 If the employee is not satisfied with the decision, the employee may appeal the grievance to XX.6 - Step III.

XX.6 Step III.

XX.6.1 If the employee desires to appeal the grievance to XX.6 - Step III, the employee shall ~~complete the appropriate appeal section of the grievance form, sign the appeal, and present the~~ submit the written grievance to the Municipal Employee Relations Officer or designee, within five (5) working days following receipt of the written decision at XX.5 - Step II. If an employee is unavailable to sign the grievance, the Business Representative may sign on behalf of the employee. In that event, the grievance must include the name of the employee on whose behalf the grievance is being filed.

XX.6.2 Within ten (10) working days after receipt of the appeal to XX.6 - Step III, the Municipal Employee Relations Officer or designee, shall schedule a meeting with the employee, the appropriate Union representative, the Department Director or designee, to discuss the matter. A written decision shall be given to the employee or the appropriate Union representative within five (5) working days following the meeting.

XX.6.3 If the employee is not satisfied with the decision of the Municipal Employee Relations Officer or designee, the appropriate Union representative may appeal the grievance to XX.7 - Step IV - Arbitration.

12.7 Step IV.

12.7.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to Arbitration. The appropriate Union representative shall notify the Municipal Employee Relations Officer or designee, in writing, within 14

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

calendar days following receipt by the employee of the written answer at 12.6 - Step III.

- 12.7.2 Within 14 calendar days following receipt of the notice of appeal to 12.7, Step IV, a meeting shall be arranged by the Municipal Employee Relations Officer with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues each party will prepare its statement of the issue or issues, and submit the separate statement of issue or issues to the arbitrator. At the beginning of the hearing referred to herein, the arbitrator shall determine what the issue or issues are.
- 12.7.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.
- 12.7.4 Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one name remains, and that person shall be the arbitrator.
- 12.7.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the decision as soon after the hearing as possible. The decision shall be binding on both parties, and shall be limited to the issue, or issues involved.
- 12.7.6 The decision shall be sent to the Municipal Employee Relations Officer or designee, and to the appropriate representative of the Union.
- 12.7.7 Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration procedure and shall contribute equally to the fee and expenses of the arbitrator. The arbitrator's fee shall be determined in advance of the hearing.
- 12.7.8 The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this agreement and shall be authorized only to apply existing provisions of this agreement to the specific facts involved and to interpret only applicable provisions of this agreement.
- 12.7.9 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

XX.8 Designated Job Representative.

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

XX.8.1 The City shall recognize no more than 17 Job Representatives who are properly designated by the Union for such work places or areas or groups of employees as shall be approved in writing by the Municipal Employee Relations Officer or designee.

XX.8.2 Such designated Job Representatives shall be responsible for maintaining the bulletin board areas which are assigned for the exclusive use of the Union and they shall have during working hours, in urgent matters, the right to make reasonable telephone calls to the Business Representative of the Union for the purpose of reporting breaches of the Memorandum of Agreement or working conditions, except that they shall not have the right to stop any work nor to tell any employee that they cannot work on a particular assignment nor shall they conduct any Union business during working hours except as otherwise provided by provisions of this Agreement or as may be mutually agreed to by the parties.

XX.8.3 ~~No more than four (4) of the Job Representatives referenced in Section XX.8.1 may be designated as Chief Stewards. Chief Stewards shall be selected from the following three (3) departments and shall not exceed one (1) designation per department: Department of Transportation, General Services and Environmental Services. One (1) at-large Chief Steward may also be designated by the Union for Parks, Recreation and Neighborhood Services issues this bargaining unit and.~~

XX.8.3.1 ~~Either one (1) designated Chief Steward or one (1) regular steward or except where otherwise noted below, up to two (2) designated representatives, shall be authorized release time from regular City duties to attend the following functions:~~

- To attend Civil Service Commission meetings when matters affecting the Union are considered.
- To attend City Council meetings when matters affecting the Union are considered.
- To attend Federated Retirement Board meetings.
- ~~To attend Benefit Review Forum meetings (up to two (2) designated representatives.)~~
- ~~To attend City Labor Alliance meetings held with the City Manager or Employee Relations (up to two (2) designated representatives.)~~
- To attend meetings scheduled by the City Manager, or designee, when attendance is requested.

OE#3 shall notify the Office of Employee Relations with the name of the attending Chief Steward or regular steward at least seven (7) calendar days prior to the function, or as early as practical.

XX.8.4 Release Time for Chief Steward and Job Representative Training. The Chief Steward and Job Representatives shall be granted a maximum of eight (8) hours paid release time during each calendar year to participate in training sessions

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

related to the provisions of this agreement. The training shall be jointly conducted by the Union and City representatives according to an outline of such training activities to be submitted by the Union to the Office of Employee Relations for approval a minimum of 21 calendar days prior to the training session.

XX.8.5 The City agrees to provide up to two (2) hours of paid release time every month for up to two (2) ~~four (4)~~ Stewards/Chief Stewards designated by the Union for the purpose of attending the Union's Stewards meeting only, if such a meeting is scheduled. A list of the designated employees shall be provided to the Office of Employee Relations at least five (5) working days in advance of the scheduled meeting.

XX.8.6 Notification. The Union agrees to notify the Office of Employee Relations in writing of any changes of Chief Stewards or Job Representatives within 30 days of such change.

XX.8.7 Release Time Restrictions. Release time shall not be provided for lobbying or political purposes. Release time is provided only to the extent that any employee is required or authorized to attend meetings, trainings or other authorized events during said employee's normal work schedule/hours. Employees are not entitled to receive overtime or regular compensation for attendance of meetings, trainings or other authorized events occurring outside of their normal work schedule/hours.

XX.8.8 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

XX.9 General Provisions.

XX.9.1 Although grievances may be processed during normally scheduled working hours, the Union agrees that the time spent by its designated representative shall be kept to a minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Union also agrees that it will not process grievances during periods of overtime.

XX.9.2 Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee or appropriate Union representative may appeal the grievance to the next higher step within the time limits provided.

XX.9.3 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation until the provision of this Article, including arbitration, has been utilized.

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

XX.9.4 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee or appropriate Union representative filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the City responsible for replying to the grievance.

XX.9.5 If an employee desires to file a grievance involving separation from City employment pursuant to the application of Article XX 13 entitled Leaves of Absence, the employee shall file the grievance in writing at XX.4 - Step II within ten (10) calendar days following the date of separation.

XX.9.6 Any of the time limits specified in XX.4 - Step I through XX.6 - Step III may be extended by written mutual agreement of the parties.

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FOR THE CITY:

FOR THE UNION:

Elsa Cordova 12/10/19
Date
Assistant to the City Manager

Mary Blanco 12/10/19
Date
Business Agent
OE#3

2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY COUNTER PROPOSAL TO POPRA – HEALTH AND DENTAL IN LIEU

City Proposed Language:

XX Payment-in-lieu of Health and/or Dental Insurance Program. 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. The payment-in-lieu of health and/or dental insurance has a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family).

XX.X.1 Employees who qualify for and participate in the payment-in-lieu 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	\$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.

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.

XX.X.2 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 employee must complete an attestation e-form through eWay to certify that they have provide proof of alternate group coverage to Human Resources. ~~Alternate coverage must be acceptable by the City.~~

XX.X.3 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 and changes their election within 30 days of loss of coverage. Enrollment or cancellation during the open

**2019 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

SELECT ARTICLES - OE#3 MOA (No. 4)

The City and the Peace Officer Park Ranger Association, Operating Engineers, Local No. 3, (POPRA) agree that the following articles of the current Memorandum of Agreement between the City and Operating Engineers, Local No. 3 (OE#3) shall be incorporated into the POPRA Memorandum of Agreement:

- Article 5.15 – Bilingual Pay

**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:

FOR THE UNION:

Elsa Cordova 12/10/19
Elsa Cordova Date
Assistant to the City Manager

Mary Blanco 12/10/19
Mary Blanco Date
Business Agent
OE#3

**2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO POPRA – RETIREMENT – PENSION AND RETIREE
HEALTHCARE**

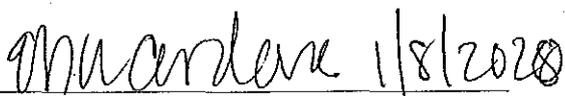
City Proposed Language:

ARTICLE XX RETIREMENT – PENSION AND RETIREE HEALTHCARE

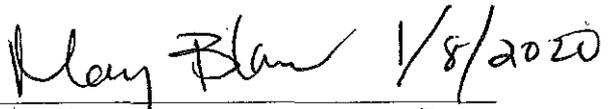
Pension and retiree healthcare benefits of the Federated Retirement System are to be paid in accordance with the provisions of the Plan and the Memorandum of Agreement on Retirement between the City and Operating Engineers, Local No. 3 (OE#3).

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FOR THE CITY:


Elsa Cordova, Assistant to the City Manager Date

FOR THE UNION:


Mary Blanco, Business Agent OE#3 Date

2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO POPRA – VACATION AND PERSONAL LEAVE

City Proposed Language:

ARTICLE XX VACATIONS AND PERSONAL LEAVE

XX.1 Each eligible employee shall be granted vacation leave with pay in accordance with the following:

XX.1.1 Vacation Accrual. Employees shall accrue a leave of absence with full pay for vacation purposes, in the amount specified below for each cycle of 26 full biweekly pay periods December 31st, or portion thereof, in each year of employment as specified.

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycles</u>
First 5 years	80 hours
6 th – 10 th year	120 hours
11 th – 12 th year	136 hours
13 th – 14 th year	152 hours
15 th – 24 th year	168 hours
25 th year or more	188 hours

Employees shall not be allowed to accrue vacation in excess of two times their annual vacation accrual rate. Once the maximum accumulation has occurred, vacation will cease to accrue until the employee's vacation balance has fallen under their maximum vacation accrual amount. It is the responsibility of the employee to track for compliance with this provision.

XX.1.2 Payment for Unused Accrued Vacation Leave Upon Termination of Employment. If the employment by the City of any full-time employee should cease, the employee shall be given, after such termination, full pay for any vacation leave which may then have accrued.

XX.2 Vacation Leave. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a workweek, unless the employee elects or consents to commence such leave at another and different time. Subject to the above provisions, preference of vacation leave timing in any calendar year shall be given in order of seniority. For purposes of this section "seniority" shall be determined by the length of time served by each employee within the relevant classification, and by the length of time during which such employee has worked on any shift, if more than one shift is worked by employees in such classification. Employees shall submit written requests for all vacation leave in advance and as early as practical. Written response to the leave request will be provided back to the employee within ten (10) working days of the receipt of the written request.

**2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

XX.3 Computation of Vacation Leave.

XX.3.1 For purposes of this Article, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, compensatory time off, or any other paid leave, shall be deemed to be "time worked."

XX.3.2 Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility provided that during each such prior employment period the employee achieved permanent status. An employee in an initial probationary status shall not be permitted to take a vacation during the first 13 pay periods of employment even though some employees may, upon satisfactory completion of the initial probationary period, be entitled to additional vacation pursuant to the above.

XX.4 Personal Leave. Effective the first pay period of each payroll year, each full time employee shall be entitled to a maximum of twenty four (24) hours of personal leave per 26 pay period cycle. Such leave may be scheduled in fifteen (15) minute increments, at any time, subject to approval of the supervisor. Personal leave is not accrued. Any such leave not taken by the date of termination for employees terminating during the year, or by the end of the last pay period in the calendar year for other employees shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than twenty four (24) hours of Personal Leave in any given calendar year.

XX.4.1 First Year of Employment. An employee hired after July 1 shall be provided a maximum of twelve (12) hours of personal leave in the first calendar year of employment.

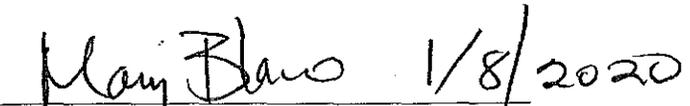
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

 1/8/2020

Elsa Cordova
Assistant to the City Manager

FOR THE UNION:

 1/8/2020

Mary Blanco
Business Agent
OE#3

**2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO POPRA – HOLIDAYS

City Proposed Language:

ARTICLE XX HOLIDAYS

XX.1 Except as otherwise provided, each employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days, and on no other day, during the term of this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

XX.2 Holiday Closure. The City Manager or designee may determine that all non-essential City operations close for a Holiday Closure during the Christmas and New Year holidays. In such event, employees shall be encouraged to take time off; however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, personal leave or lost time during the closure period. Employees taking lost time during the closure shall continue to receive vacation; sick leave, city-wide and department seniority accruals. Eligible employees who have been employed with the City for less than 13 biweekly pay periods may use available vacation leave during the holiday closure.

XX.3 Except as otherwise designated, any holiday specified herein, including any other day proclaimed or designated by the City Council as a holiday for which full-time employees are entitled to holiday leave, which falls on a Sunday shall be observed for purposes of this Article on the following Monday. Such holidays which fall on a Saturday shall be so observed on the preceding Friday.

XX.4 Except as otherwise provided, no such employee shall be required to work on any of said holidays; provided, however, that subject to regulation and control by the City Manager, the Department Director or designee, may specify the days of the week and the hours of such days when any such employee in their department or under their jurisdiction shall be required to work, and may require any such employee to work on any or all of said holidays. Each full-time employee who is required to work on any or all of said holidays shall receive the salary they would be entitled to for that day at their regular rate of pay, and in addition shall receive compensatory time off duty equal to 1.5 the number of hours which the employee works on said holiday.

XX.5 For employees on an alternate work schedule if any of said holidays falls on a full-time employee's regular day off, during which the employee is not required to work, such employee shall be entitled to eight (8) hours of compensatory time off duty for full day holidays. Said compensatory time off duty shall be credited to such employees in accordance with Article X, Subsection X. of this Agreement; provided, however, that

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upon written request by the employee to the Department Director or designee, within not more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in lieu of such compensatory time off, additional compensation equal to the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

XX.6 The compensation above provided to any employee who may be required to work on any or all of said holidays shall be inclusive of any overtime compensation or other benefits to which such employee may be entitled under the provisions of any other ordinance or resolution of the City of San Jose or other applicable law, and not in addition.

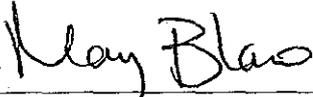
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

FOR THE UNION:

 1/8/2020

Elsa Cordova Date
Assistant to the City Manager

 1/8/2020

Mary Blanco Date
Business Agent
OE#3

**2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO POPRA – MANAGEMENT RIGHTS

City Proposed Language:

ARTICLE XX MANAGEMENT RIGHTS

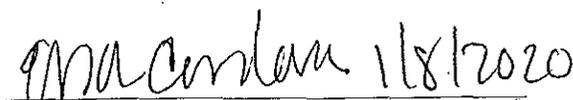
- XX.1 Except to the extent that the rights are specifically limited by the provisions of the Agreement or any applicable law, the City retains all rights, powers and authority granted to it pursuant to law or the City Charter including, but not limited to, the right: (a) to direct the work force; (b) to increase, decrease or reassign the work force; (c) to hire, promote, demote; discharge or discipline for cause; (d) to transfer or reclassify employees; (e) to provide merit increases; (f) to assign employees days of work, shifts, overtime and special work requirements; and (g) to determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future.
- XX.2 Except as to the extent that the rights are specifically limited by the provisions of the Agreement or any applicable law, the City has the sole and absolute right to determine the nature and type of, assign, reassign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty, without consultation or meeting and conferring with the employee affected or the International Union of Operating Engineers, Local No. 3 representing such employee.
- XX.3 The City has the absolute right to require that an employee return to assigned duties in the time of an emergency or to comply with the provisions of City Administrative Policy Manual Section 1.3.4, Disaster Service Workers. The City will not, during the term of this agreement enforce the Civil Service rule that City employees reside within 30 air miles of First and Santa Clara Streets.

ARTICLE XX ADVANCE NOTICE

Whenever the City changes work rules or workplace policies, or issues new work rules or workplace policies, the Union will be given written notice at least ten (10) working days, absent emergency, before the effective date of the rule or policy. This notice is provided in order that the Union may request to discuss or request to meet and confer regarding the rule or policy with the City before it becomes effective.

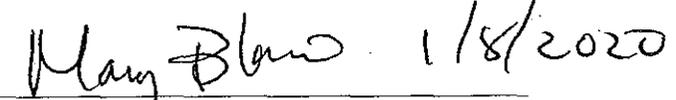
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:



Elsa Cordova Date
Assistant to the City Manager

FOR THE UNION:



Mary Blando Date
Business Agent
OE#3

**2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTER-PROPOSAL TO POPRA – HEALTH AND DENTAL INSURANCE

City Proposed Language:

X.5 Health Insurance.

X.5.1 All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

X.5.2 The City will pay ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO 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.

X.5.3 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.

X.5.4 The City will pay 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 Non-Deductible Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment.

X.5.5 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.

X.5.6 The Kaiser Permanente HSA \$3,000 Deductible HMO Benefit Plan will be available to employees represented by POPRA in addition to the existing plan options.

X.5.7 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.

X.6 Dental Insurance. The City will provide dental coverage for eligible full time employees and their dependents in accordance with one of the two available plans. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

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 95% of the full premium cost for the selected dental

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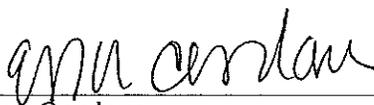
coverage for eligible full time employees and their dependents and the employee shall pay 5% of the full premium cost for the selected plan. As of the date of this Agreement the plans include a PPO plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook and in pamphlets available in the Human Resources Department and on the HR website.

X.6.1 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.

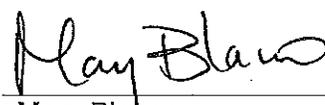
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

FOR THE UNION:



Elsa Cordova Date
Assistant to the City Manager



Mary Blanco Date
Business Agent
OE#3

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE PEACE OFFICER PARK RANGER ASSOCIATION, OPERATING ENGINEERS, LOCAL NO. 3
(POPRA)

City Healthcare Program Reopener

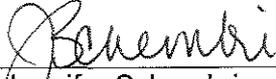
To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Peace Officer Park Ranger Association, Operating Engineers, Local No. 3 (POPRA), the parties agree to meet and confer over potential changes to the City's healthcare program.

Either the City or POPRA 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 POPRA 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 POPRA) 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.

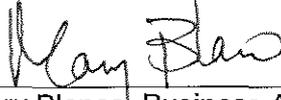
FOR THE CITY:



Jennifer Schembri
Director of Employee Relations
Director of Human Resources

2/26/2020
Date

FOR THE UNION:



Mary Blanco, Business Agent
Operating Engineers, Local 3 (OE#3)

2/26/2020

Date