

**2023 AMSP NEGOTIATIONS  
TENTATIVE AGREEMENT**

**TERM**

- July 1, 2023 – June 30, 2026

**WAGES**

- Fiscal Year 2023-2024

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

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

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

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

- Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, a classification salary adjustment will be made for the following classifications in the following amounts. All salary ranges for employees holding positions in the classifications shown below shall be increased by the percentage indicated below.

<b>Classification</b>	<b>Classification Salary Adjustment</b>
Supervising Park Ranger (2425)	5.00%

- Fiscal Year 2024-2025

4.00% general wage increase effective the first full pay period of Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, all salary

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ranges for employees holding positions in classifications assigned to AMSP shall be increased by approximately 4.00%.

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

- Fiscal Year 2025-2026

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

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

### **WAGES AND SPECIAL PAY**

- Bilingual Pay (See Attached)
- Shift Differential (See Attached)

### **BENEFITS**

- Health-In-Lieu (See Attached)

### **LEAVES**

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

### **PROFESSIONAL DEVELOPMENT PROGRAM**

- Professional Development Program (See Attached)

### **OTHER**

- Overpayments of Compensation (See Attached)
- Period of Memorandum of Agreement (See Attached)
- Definition of the Market (See Attached)
- Airport Operations Supervisor (See Attached)

### **HOUSEKEEPING**

- City Healthcare Program (See Attached)



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**CITY PROPOSAL TO AEA, AMSP, AND CAMP – WAGES AND SPECIAL PAY**

City Proposed Language:

**ARTICLE 10 WAGES AND SPECIAL PAY**

10.X Bilingual Pay

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

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

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

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

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

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

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

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

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

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**CITY COUNTERPROPOSAL TO AMSP – SHIFT DIFFERENTIAL**

City Proposed Language:

**ARTICLE 10 WAGES AND SPECIAL PAY**

10.5 Shift Differential Eligible employees, as defined herein, regularly assigned to work a swing shift shall be paid a Shift Differential of ~~\$1.50~~2.25 per hour for each eligible hour, as defined herein, to the nearest fifteen (15) minutes, of work performed. Eligible employees, as defined herein, regularly assigned to work a graveyard shift shall be paid a shift differential of \$2.50 per hour, as defined herein, to the nearest fifteen (15) minutes, of work performed.

10.5.1 To be eligible for payment of Shift Differential, an employee must be assigned to an on-going, regular shift of eight (8) hours or more which is regularly scheduled to start between the hours of:

- 2:00 p.m. and 11:59 p.m. (i.e. swing shift)
- 12:00 midnight and 5:59 a.m. (i.e. graveyard shift)

If the employee's shift starts within the time period defined above, the employee shall be compensated with Shift Differential for the number of hours actually worked.

10.5.2 Employees Assigned to a Twelve (12) Hour Shift at the Regional Wastewater Facility. Employees in AMSP-represented classifications at the Regional Wastewater Facility whose ongoing regular shift of eight (8) hours or more is a regularly scheduled day shift of 6:00am to 6:00pm shall be eligible for a Shift Differential of ~~\$1.50~~2.25 per hour for each hour, to the nearest fifteen (15) minutes, actually worked by the employee between the hours of 2:00pm and 6:00pm.

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

City Proposed Language:

**11.3 Payment In-Lieu of Health and Dental Insurance**

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

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

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

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

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

City Proposed Language:

**ARTICLE 8 LEAVES**

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

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

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

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



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**CITY PROPOSAL TO AMSP – VACATION SELL BACK**

City Proposed Language:

**ARTICLE 8 LEAVES**

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

8.2.2.12 Beginning calendar year 2019, employees may sell back up to a maximum of sixty (60) hours of accrued vacation.

~~8.2.2.23~~ Beginning calendar year 2024, employees may sell back up to a maximum of seventy (70) hours of accrued vacation.

8.2.2.3 Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences.

8.2.2.4 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of ~~sixty~~ seventy (60/70) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year.

8.2.2.5 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year the employee will be deemed to have received the value of the vacation hours elected in that calendar year and will be taxed by the IRS accordingly.

8.2.2.6 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.

8.2.2.7 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected

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to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

- 8.2.2.8 Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.

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

City Proposed Language:

**ARTICLE 11 BENEFITS**

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

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

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

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

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

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

City Proposed Language:

**ARTICLE XX OVERPAYMENTS OF COMPENSATION**

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

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

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

City Proposed Language:

**ARTICLE 2 PERIOD OF MEMORANDUM OF AGREEMENT**

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

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

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

City Proposed Language:

**ARTICLE 10 WAGES AND SPECIAL PAY**

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

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

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

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

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

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

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**CITY COUNTERPROPOSAL – WAGES AND SPECIAL PAY**

City Proposed Language:

**ARTICLE 10 WAGES AND SPECIAL PAY**

10.10 Full-time employees in the flexibly staffed Airport Operations Supervisor classification in the Airport Department shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

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

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

City Proposed Language:

**ARTICLE 11 BENEFITS**

11.1 Health Insurance

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

11.1.2 Medical Insurance Provider with the Second Highest Overall Employee Enrollment. The City pays ~~eighty-five~~ninety percent (90%) of the cost of the lowest priced Non-Deductible HMO ~~plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan.~~ Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment

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

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



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

11.1.4 If the employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO Co-Pay Plan.

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

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

11.2 Dental Insurance.

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

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

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

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

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

[11.2.6 The City will use actual rather than blended premium.](#)

11.3 Payment-in-Lieu of Health and Dental Insurance

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

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

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

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

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

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

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

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP), IFPTE, LOCAL 21

**LUNAR NEW YEAR**

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

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

**ARTICLE 8 LEAVES**

8.5 Personal Leave Each full-time employee shall be entitled to an additional eight (8) hours of personal leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Each eligible full time employee is entitled to ~~sixteen~~twenty-four (~~16~~24) hours of Personal Leave per payroll calendar year. Eligible employees hired on or after July 1<sup>st</sup> shall be entitled to ~~eight~~twelve (~~8~~12) hours of Personal Leave in the first payroll calendar year of employment.

Part Time: Each benefitted part-time employee shall be entitled to ~~eight~~twelve (~~8~~12) hours of Personal Leave per payroll calendar year. Eligible part-time employees hired on or after July 1 shall be entitled to ~~four~~six (~~4~~6) hours of Personal Leave in the first payroll calendar year of employment.

Unused leave for both full-time and part-time employees does not carry over from year to year.

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

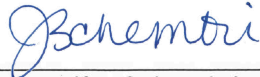
Scheduled Work Hours per Week	Benefit Level	Hours of Executive Leave
35-39.9 hours per week	100%	<del>16</del> <u>24</u> hours
30-34.9 hours per week	75%	<del>12</del> <u>18</u> hours
25-29.9 hours per week	62.5%	<del>10</del> <u>15</u> hours
20-24.9 hours per week	50%	<del>8</del> <u>12</u> hours
Less than 20 hours per week	Unbenefited	None

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

8.5.3 ~~Effective the first pay period of payroll calendar year 2022, a~~ An employee who is demoted into an AMSP-represented classification will have the number of

Personal Leave hours they receive upon demotion reduced on an hour-for-hour basis based on their usage of Executive Leave within the same payroll calendar year.

**FOR THE CITY:**

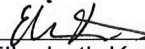


8/15/2023

Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

Date

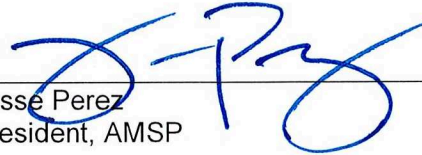
**FOR THE UNION:**



8/15/23

Elizabeth Kanya  
Business Representative  
IFPTE, Local 21

Date



8/15/23

Jesse Perez  
President, AMSP

Date

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND

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

**Flexible Workplace Policy**

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

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

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

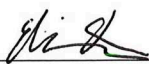
This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by the union, and approved by the City Council in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

**FOR THE CITY:**


**FOR THE UNION:**

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

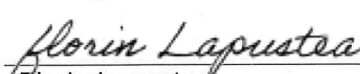
8/15/2023  
Date

  
\_\_\_\_\_  
Elizabeth Kamy  
Business Representative  
IFPTE, Local 21


8/15/23  
Date

  
\_\_\_\_\_  
Elsa Cordova  
Assistant to the City Manager  
City of San José

8/15/2023  
Date

  
\_\_\_\_\_  
Florin Lapustea  
President, AEA

8/15/2023  
Date

  
\_\_\_\_\_  
Jesse Perez  
President, AMSP

8/15/23  
Date

  
\_\_\_\_\_  
Julie Jennings  
President, CAMP

8/15/2023  
Date

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSÉ  
AND  
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP), IFPTE, LOCAL 21

**Special Classification Salary Surveys**

The City of San José (City) and the Association of Maintenance Personnel (AMSP) agree that the City will conduct salary surveys for the following classifications utilizing the definition of market as agreed to as part of the overall tentative agreement for a successor MOA, provided that they are experiencing recruitment and retention issues:

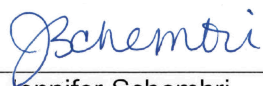
- Automotive Equipment Specialist
- Building Maintenance Superintendent
- Maintenance Superintendent
- Parking & Traffic Control Supervisor
- Trades Supervisor
- Air Conditioning Supervisor

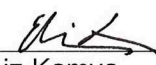
It is the goal of the City and AMSP for these salary surveys to be completed within 6 months following a tentative agreement between the parties. Following this review, the City agrees to discuss with AMSP the results of the surveys, including potential wage adjustments recommended as a result of the survey. Any potential wage adjustments shall be dependent on available budgetary funding at that time. This shall not be construed as an agreement to provide wage adjustments for the classifications noted above.

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

**FOR THE CITY:**

**FOR THE UNION:**

  
 \_\_\_\_\_ 8/15/2023  
 Jennifer Schembri Date  
 Director of Employee Relations  
 Director of Human Resources

  
 \_\_\_\_\_ 8/15/23  
 Liz Kanya Date  
 Business Representative, IFPTE

  
 \_\_\_\_\_ 8/15/2023  
 Elsa Cordova Date  
 Assistant to the City Manager, OER

  
 \_\_\_\_\_ 8/15/23  
 Jesse Perez Date  
 President, AMSP



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

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

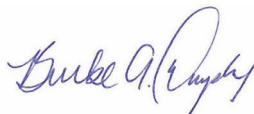
City Proposed Language:

**ARTICLE 8 LEAVES**


8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee’s child, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee’s grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, ~~or stepchild,~~ or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.


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

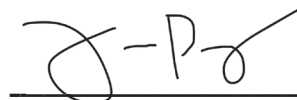
**FOR THE CITY:**

  
\_\_\_\_\_  
4/20/23  
Date  
Burke Dunphy  
Lead Negotiator  
City of San José

**FOR THE UNION:**

  
\_\_\_\_\_  
4/19/23  
Date  
Liz Kamya  
Business Agent  
IFPTE, Local 21

  
\_\_\_\_\_  
04-19-23  
Date  
Florin Lapustea  
President  
AEA, IFPTE, Local 21

  
\_\_\_\_\_  
04/19/23  
Date  
Jesse Perez  
President  
AMSP, IFPTE, Local 21

  
\_\_\_\_\_  
4/19/2023  
Date  
Julie Jennings  
President  
CAMP, IFPTE, Local 21

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

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

City Proposed Language:

### 6.4 Maintenance in Membership

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

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

### 6.5 Dues Deduction

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

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

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

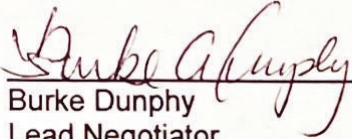
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employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

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


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

**FOR THE CITY:**

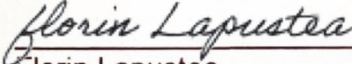
  
Burke Dunphy  
Lead Negotiator  
City of San José

4/10/23  
Date

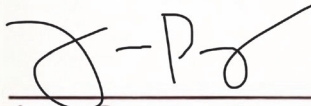
**FOR THE UNION:**

  
Liz Kamy  
Business Agent  
IFPTE, Local 21

4/12/23  
Date

  
Florin Lapustea  
President  
AEA, IFPTE, Local 21

4/10/23  
Date

  
Jesse Perez  
President  
AMSP, IFPTE, Local 21

4/12/23  
Date

  
Julie Jennings  
President  
CAMP, IFPTE, Local 21

4/10/2023  
Date

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

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

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

### ARTICLE 8 LEAVES

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

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

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

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

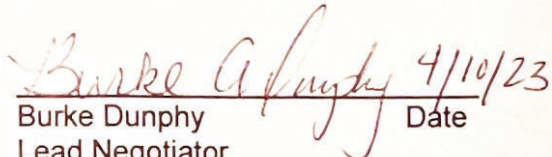
8.X.2 No eligible employee shall be ~~granted~~ entitled to compensation for ~~B~~Bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

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

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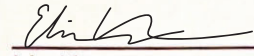
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

  
Burke Dunphy  
Lead Negotiator  
City of San José

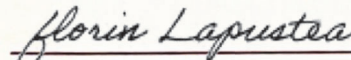
Date

**FOR THE UNION:**

  
Liz Kamya  
Business Agent  
IFPTE, Local 21

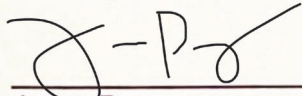
4/12/23

Date

  
Florin Lapustea  
President  
AEA, IFPTE, Local 21


4/10/23

Date

  
Jesse Perez  
President  
AMSP, IFPTE, Local 21

4/12/23

Date

  
Julie Jennings  
President  
CAMP, IFPTE, Local 21

4/10/2023

Date

**2023 CITY OF SAN JOSÉ – AMSP NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL – LEAVES**

City Proposed Language:

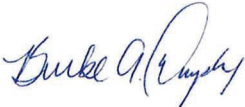
**ARTICLE 8 LEAVES**

8.1.3 Each full-time employee who is required to work on any City holiday specified in section 8.1.1 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 equal to 1.5 the number of hours which the employee works on said holiday.

8.1.3.1 Said compensatory time off duty shall be credited to such employee in accordance with Section 10.4 of this Agreement; provided, however, that 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 addition to their regular pay for such holiday and in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

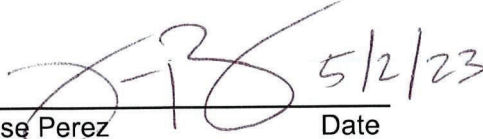
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

  
\_\_\_\_\_  
Date 4/26/23  
Burke Dunphy  
Lead Negotiator  
City of San José

**FOR THE UNION:**

  
\_\_\_\_\_  
Date 05/02/23  
Liz Kamya  
Business Agent  
IFPTE, Local 21

  
\_\_\_\_\_  
Date 5/2/23  
Jesse Perez  
President  
AMSP, IFPTE, Local 21

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

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

#### ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT


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

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


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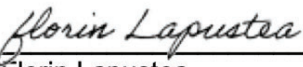
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

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

**FOR THE UNION:**

  
\_\_\_\_\_  
Date 5/31/23  
Liz Kamy  
Business Agent  
IFPTE, Local 21

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

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

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



**2023 CITY OF SAN JOSÉ – AMSP NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL TO AMSP – MANAGER ON DUTY PREMIUM PAY**


**ARTICLE 10 WAGES AND SPECIAL PAY**

10.10 Manager on Duty Premium Pay

Effective two full pay periods following approval of tentative agreement on a successor Memorandum of Agreement by City Council in open session, employees in the Airport Operations Supervisor I (3524), Airport Operations Supervisor II (3527), and Airport Operations Supervisor III (3528) classifications in the Airport Department shall be eligible for a \$5.00 per hour premium pay for each eligible hour, to the nearest fifteen (15) minutes, assigned and worked as the Manager on Duty (MOD) for Airside Operations.

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

**FOR THE CITY:**



5/26/23

Burke Dunphy  
Lead Negotiator  
City of San José

Date

**FOR THE UNION:**



05/31/23

Liz Kamy  
Business Agent  
IFPTE, Local 21

Date



5/31/23

Jesse Perez  
President  
AMSP, IFPTE, Local 21

Date

**SIDE LETTER AGREEMENT**


BETWEEN  
THE CITY OF SAN JOSE  
CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21  
AND  
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP), IFPTE, LOCAL 21

**Unit Designation of Assistant Arborist Classification**

The City, the City Association of Management Personnel (CAMP), and the Association of Maintenance Supervisory Personnel (AMSP) agree the City will initiate a Unit Designation process to move the Assistant Arborist classification from the CAMP bargaining unit to the AMSP bargaining unit.

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


**FOR THE CITY:**

  
\_\_\_\_\_  
Burke Dunphy  
Lead Negotiator  
City of San José

5/26/23


Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Elizabeth Kanya  
Business Representative  
IFPTE, Local 21


5/31/23

Date

  
\_\_\_\_\_  
Julie Jennings  
President, CAMP

5/31/2023

Date

  
\_\_\_\_\_  
Jesse Perez  
President, AMSP

5/31/23

Date