

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT***

TERM

Three Year Term

WAGES

Fiscal Year 2018-2019

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

Fiscal Year 2019-2020

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

Fiscal Year 2020-2021

- 3% general wage increase effective Fiscal Year 2020-2021. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to CAMP shall be increased by approximately 3%.

SICK LEAVE

See Attached Tentative Agreement

LABOR MANAGEMENT COMMITTEE

See Attached Tentative Agreement

HOUSEKEEPING

Employee Commute Benefit Program - See Attached Tentative Agreement

Non-Generic Prescriptions – See Attached Tentative Agreement

VACATION SELL BACK

See Attached

MAINTENANCE IN MEMBERSHIP

See Attached

SIDE LETTERS

- Management Performance Program – See Attached
- Reallocation Process Pilot Program – See Attached
- Uniform Allowance – See Attached

2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT*

REOPENERS

Healthcare Program – See Attached

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

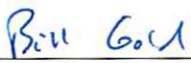
FOR THE CITY:

 3/13/18

Date
Jennifer Schembri
Director of Employee Relations


 3/13/18

Date
Kristen Hilton
Executive Analyst, OER

 3-13-18

Date
Bill Gold
Executive Analyst, OER

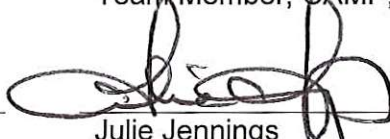
FOR THE UNION:

 3/13/2018


Date
Matt Mason
Lead Representative, IFPTE Local 21

 3/13/18

Date
Olympia Williams
Team Member, CAMP, IFPTE Local 21

 3/13/18

Date
Julie Jennings
Team Member, CAMP, IFPTE Local 21

 3/13/18

Date
Tomika Price
Team Member, CAMP, IFPTE Local 21

2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT

ELIGIBILITY FOR USE OF SICK LEAVE

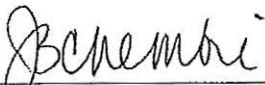
City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

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


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FOR THE CITY:

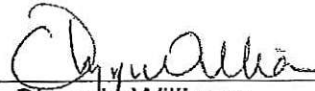
 2/14/18

Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

 2/14/2018

Matt Mason Date
Business Representative
IFPTE, Local 21

 2/14/18

Olympia Williams Date
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21

2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT

CITY-WIDE LABOR MANAGEMENT COMMITTEE

City's Proposed Language:

ARTICLE 18 UNION/CITY COMMITTEE (UCC)

- ~~18.1 Purpose: To serve as an advisory committee and to facilitate employee involvement in issues which affect the immediate work environments. To provide regular communication between the Union and the City, to address workplace issues, and to facilitate positive Union-City relations.~~
- ~~18.2 Structure: The Union/City Committee is established by mutual agreement. The City and the Union shall each select their own representatives and in equal number, with no more than three on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision-making within this forum will be by consensus. The UCC will set up regular meetings and a means for calling additional meetings to handle issues on an ad-hoc basis.~~
- ~~18.3 Authority: The UCC are not authorized to meet and confer or create contractual obligations nor are they to change the MOA to authorize any practice in conflict with existing contracts or rules. The Office of Employee Relations and CAMP/IFPTE Representative/Organizer will be involved in UCC meetings upon request, and the UCCs should keep both parties informed of their discussions and any written material they generate.~~
- ~~18.4 The UCC has the authority to set up subcommittees, departmental committees and ad-hoc committees when it deems them appropriate and necessary. The Committee will act as a steering committee for subcommittees.~~

ARTICLE 18 CITY-WIDE LABOR MANAGEMENT COMMITTEE

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

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

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

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


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FOR THE CITY:

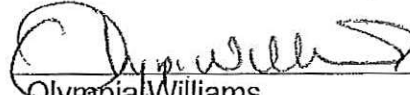
FOR THE UNION:

 2/28/18

Jennifer Schembri Date
Director of Employee Relations

 2/23/18

Matt Mason Date
Business Representative
IFPTE, Local 21

 _____
Olympia Williams Date
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – HOUSEKEEPING

City Proposed Language:

ARTICLE 20 EMPLOYEE COMMUTE BENEFIT PROGRAM

The Employee Commute Benefit Program shall be as follows:

- 20.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.
- 20.2 Participation in an Employee Commute Benefit Program through the Santa Clara Valley Transit Authority ("VTA") Eco-Pass Program will be available to eligible employees, subject to the terms of the Employee Commute Benefit Program, as defined in Article 20.1.
- 20.3 Pursuant to the Employee Commute Benefit Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City. The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.


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FOR THE CITY:




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

FOR THE UNION:



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



Olympia Williams 2/23/2018
CAMP Negotiation Team Member Date
CAMP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – HOUSEKEEPING – NON-GENERIC PRESCRIPTIONS

City Proposed Language:

ARTICLE 11 BENEFITS

11.1 Health Insurance

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

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

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

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

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

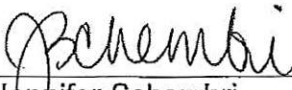
- ~~a. Office Visit Co-pay shall be \$25.~~
- ~~b. Prescription Co-pay shall be \$10 for generic and \$25 for brand name.~~
- ~~c. Emergency Room Co-pay shall be \$100.~~
- ~~d. Inpatient/Outpatient procedure Co-pay shall be \$100.~~

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


**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

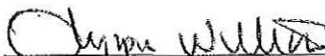
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

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

FOR THE UNION:

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

 2/23/2018
Date
Olympia Williams
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO CAMP – VACATION SELL BACK

City's Proposed Language:

8.2 Vacation

8.2.2 Employees will continue to accrue vacation at the current rate in accordance with their years of service. Employees may only accrue vacation up to a maximum of two (2) times their annual accrual rate. Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit. Employees who currently have accrued vacation balances that are in excess of the limits below, will maintain their current balance, however they will not accrue vacation until their balance falls below the maximum limit, or have sold back an amount that brings them below their maximum accrual amount.

Years of Service	Maximum Accrued Vacation
1 – 5	240 hours
6 – 14	320 hours
15+	400 hours

8.2.2.1 ~~Subject to tax counsel approval, for calendar year 2016, employees~~ Employees may sell back up to a maximum of forty (40) hours of accrued vacation ~~after July 1, 2016 per calendar year.~~

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

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

8.2.2.34 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of ~~forty (40)~~ sixty (60) 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. ~~The election made in 2015 cannot be sold back until after July 1, 2016.~~

8.2.2.45 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.

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

8.2.2.56 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.

8.2.2.67 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in 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.


8.2.2.78 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.

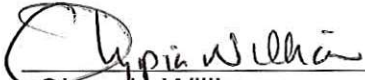
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

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

FOR THE UNION:

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

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

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – MAINTENANCE IN MEMBERSHIP

City Proposed Language:

ARTICLE 6 UNION RIGHTS

6.4 Maintenance in Membership

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

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

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

**2018 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**


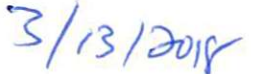
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

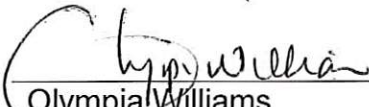
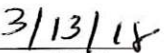
 

Jennifer Schembri Date
Director of Employee Relations

FOR THE UNION:

Matt Mason Date
Business Representative
IFPTE, Local 21

Olympia Williams Date
CAMP Negotiation Team Member
CAMP, IFPTE, Local 21

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)

REALLOCATION PROCESS PILOT PROGRAM

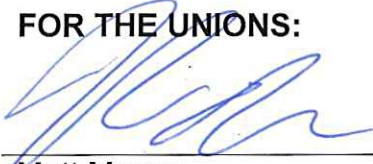
The City anticipates being able to provide a copy of the draft Reallocation Process Pilot Program ("Pilot Program") to the City Association of Management Personnel, IFPTE, Local 21 (CAMP) by April 6, 2018. The Pilot Program will become effective on or before August 1, 2018.

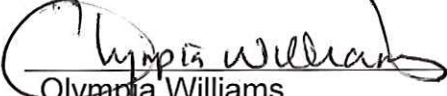
This Agreement is considered part of a tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during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

FOR THE CITY:

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

FOR THE UNIONS:

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

 3/13/18
Date
Olympia Williams
CAMP, IFPTE Local 21

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21 (CAMP)

UNIFORM ALLOWANCE

The City and CAMP acknowledge that the CAMP Memorandum of Agreement (MOA) has the following language regarding Uniform Allowance:

11.11 Uniform Allowance. *Effective payroll calendar year 2016, an annual Uniform Allowance shall accrue for eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform. The annual accrual rate shall not exceed the amount listed below.*

<i>Classification</i>	<i>Annual maximum accrual</i>	<i>Payment first two pay periods per month</i>
2425 Senior Park Ranger	\$800	\$33.33
3250 Animal Services Operations Supervisor	\$500	\$20.83

11.11.1 *Effective December 20, 2015, payment shall be made during the first two (2) pay periods of each month 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).*

On or about March 2017, the Supervising Community Service Officer (6126) classification was created. On or about November 2015, the Senior Park Ranger (2425) classification (now known as Supervising Park Ranger) was moved from CAMP to AMSP.

The City and CAMP agree that Article 11.11 of the CAMP MOA shall be modified as follows:

11.11 Uniform Allowance. ~~*Effective payroll calendar year 2016, an*~~ *Annual Uniform Allowance shall accrue for eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform. The annual accrual rate shall not exceed the amount listed below.*

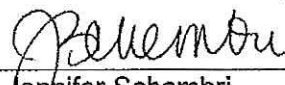
Classification	Annual maximum accrual	Payment first two pay periods per month
2425 Senior Park Ranger	\$800	\$33.33
3250 Animal Services Operations Supervisor	\$500	\$20.83
6126 Supervising Community Service Officer	\$500	\$20.83

11.11.1 ~~Effective December 20, 2015, payment~~ Payment shall be made during the first two (2) pay periods of each month 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).


Further, incumbents in the Supervising Community Service Officer (6126) classification shall receive the Uniform Allowance as described above, retroactive to the date that the incumbent(s) entered the classification. An employee will be eligible to receive the retroactive Uniform Allowance only if they are serving in the Supervising Community Service Officer (6126) classification at the time the retroactive payment is made.

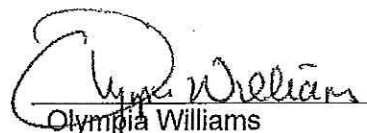
This agreement shall become effective when signed by all parties below. This Side Letter Agreement is hereby incorporated by this reference into the current CAMP MOA.

FOR THE CITY:

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

FOR THE UNION:

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

 2/14/2018
 Olympia Williams Date
 CAMP, IFPTE, Local 21

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

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

City Healthcare Program Reopener

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

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

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

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

FOR THE CITY:

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

FOR THE UNION:

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

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

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

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