

**2018 CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**TERM**

Three Year Term

**WAGES**

Fiscal Year 2018-2019

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

Fiscal Year 2019-2020

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

Fiscal Year 2020-2021

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

**OPPORTUNITY TO WORK**

See Attached Tentative Agreement

**UNION RELEASE TIME**

See Attached Tentative Agreement

**ANNUAL PERFORMANCE APPRAISALS**

See Attached Tentative Agreement

**HIGHER CLASS PAY**

See Attached

**NOTARY SERVICES PAY**

See Attached

**WITNESS LEAVE**

See Attached

**HOUSEKEEPING**

Human Resources Pool Assignments – See Attached Tentative Agreement

**2018 CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

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Employee Commute Benefit Program – See Attached Tentative Agreement

Non-Generic Prescriptions – See Attached Tentative Agreement


**REOPENERS**

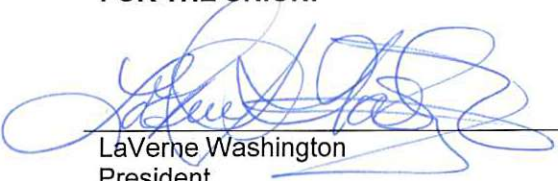
Healthcare Program - See Attached

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

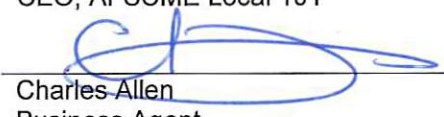
**FOR THE CITY:**


**FOR THE UNION:**

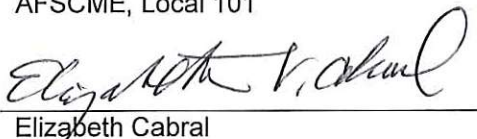
 6/7/18  
\_\_\_\_\_  
Date  
Jennifer Schembri  
Director of Employee Relations

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

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

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

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Date  
Elsa Cordova  
Senior Executive Analyst  
Office of Employee Relations

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

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

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

**CITY PROPOSAL TO CEO – OPPORTUNITY TO WORK**

City Proposed Language:

**ARTICLE 24 SUPPLEMENTAL BENEFITS FOR PART-TIME EMPLOYEES**

24.10 Opportunity to Work

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

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

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

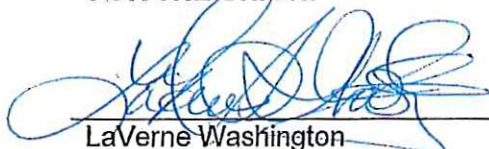
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**FOR THE CITY:**

  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager  
Office of Employee Relations

5/21/18  
Date

**FOR THE UNION:**

  
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LaVerne Washington  
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CEO, AFSCME, Local 101

5/21/18  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

5-21-18  
Date

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

**CITY PROPOSAL TO CEO – UNION RELEASE TIME**

City Proposed Language:

**ARTICLE 12 GRIEVANCE PROCEDURE**

**12.7 Release Time**

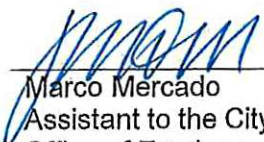
12.7.1 The Employee Organization President and/or a designated representative shall be authorized release time to appear at Civil Service Commission or City Council meetings when such bodies are considering matters affecting the Employee Organization, to attend Federated Retirement Board meetings, and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

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

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

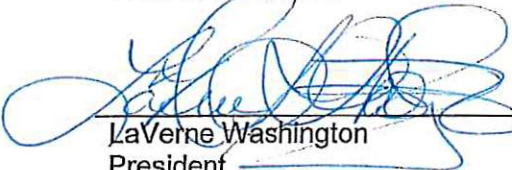
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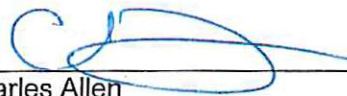
  
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**2018 CITY OF SAN JOSE – CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO CEO – ANNUAL PERFORMANCE APPRAISALS**

City Proposed Language:

**ARTICLE 7 WAGES AND SPECIAL PAY**

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

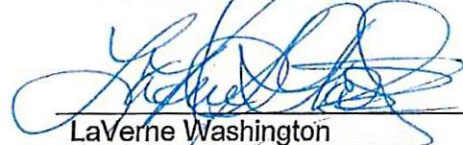
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Assistant to the City Manager  
Office of Employee Relations

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## 2018 CITY OF SAN JOSE – CEO NEGOTIATIONS

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### CITY PROPOSAL TO CEO – HIGHER CLASS PAY

City Proposed Language:

#### ARTICLE 7 WAGES AND SPECIAL PAY

##### 7.3 Working in a Higher Classification

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

## 2018 CITY OF SAN JOSE – CEO NEGOTIATIONS

### CITY PROPOSAL TO CEO – NOTARY SERVICES PAY

City Proposed Language:

#### ARTICLE 7 WAGES AND SPECIAL PAY

##### 7.19 Notary Services

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

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

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

##### 7.19.2.1 Department Reimbursement

- a) Employee shall own all documents and equipment required to perform notary services.
- b) Employee shall not be approved to have an outside work permit to conduct outside employment as a Notary Public.
- c) Employee shall be granted release time to attend required training courses to obtain or renew his/her notary commission, and to file all required documents with Santa Clara County.
- d) Should the Employee relinquish his/her notary commission, Employee shall be granted one (1) hour of release time to return all required documents and equipment to Santa Clara County.

##### 7.19.2.2 Education Reimbursement

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

## 2018 CITY OF SAN JOSE – CEO NEGOTIATIONS

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



## 2018 CITY OF SAN JOSE – CEO NEGOTIATIONS

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### CITY COUNTERPROPOSAL TO CEO – WITNESS LEAVE

City Proposed Language:

#### ARTICLE 12 WAGES AND SPECIAL PAY

##### 7.13 Witness Leave

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

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

2018 CITY OF SAN JOSE – CEO NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – HOUSEKEEPING – ARTICLE 34

City Proposed Language:

~~ARTICLE 34 – HUMAN RESOURCES POOL ASSIGNMENTS~~

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

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

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

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

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

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

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

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

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

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

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

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- ~~34.6 Any employee not making an election will retain his/her compensatory time, subject to other provisions of this Section.~~
- ~~34.7 If an Human Resources pool employee is scheduled and reports to work for a shift which is then canceled, the employee shall, at the City's discretion, either work a minimum of two (2) hours or be credited with two (2) hours work at the employee's straight time pay rate. The employee is not entitled to the two (2)-hour minimum if:~~
- ~~a. the pool employee is notified prior to the start of the shift that the shift is canceled; or~~
  - ~~b. the pool employee is scheduled to work less than two (2) hours.~~


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**FOR THE CITY:**


  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager  
Office of Employee Relations

5/21/18  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME, Local 101

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Charles Allen  
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**2018 CITY OF SAN JOSE – CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO CEO – HOUSEKEEPING**

City Proposed Language:

**ARTICLE 41 EMPLOYEE COMMUTE BENEFIT PROGRAM**

The Employee Commute Benefit Program shall be as follows:

- 41.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.
- 41.2 Participation in an Employee Commute Benefit Program through the Santa Clara Valley Transit Authority ("VTA") Eco-Pass Program will be available to eligible employees, subject to the terms of the Employee Commute Benefit Program as defined in Article 41.1.
- 41.3 Pursuant to the Employee Commute Benefit Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City. The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.

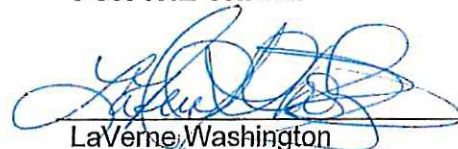
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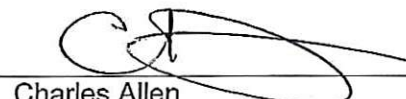
  
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Marco Mercado  
Assistant to the City Manager  
Office of Employee Relations

5/23/18  
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CEO, AFSCME, Local 101

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

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

City Proposed Language:

**ARTICLE 7 WAGES AND SPECIAL PAY**

**7.6 Health Insurance**

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

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

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


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

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


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

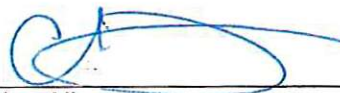
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**FOR THE CITY:**

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

**FOR THE UNION:**

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

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

SIDE LETTER AGREEMENT

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

**City Healthcare Program Reopener**


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

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

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

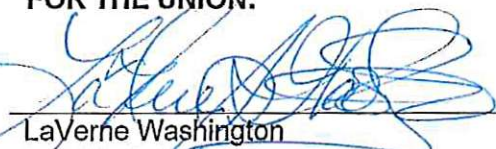
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only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

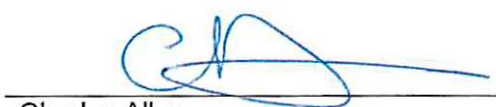
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Assistant to the City Manager, OER  
Date 5/21/18

  
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Elsa Cordova  
Senior Executive Analyst, OER  
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