SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

HIGHER CLASS PAY PILOT PROGRAM

The City and MEF recognize that there are instances in which a part-time unbenefited employee with less than five (5) calendar years of City service and who does not meet the minimum qualifications for the higher classification may be assigned to work in a higher classification.

In recognition of the above, the parties agree to the following Higher Class Pay Pilot Program ("Pilot Program"):

a) Part-time unbenefited employees with less than five (5) calendar years of City service may only be required to perform the duties of a position in a higher classification if they meet the minimum qualifications for the higher classification.

b) By mutual written agreement between the City and MEF, a part-time unbenefited employee with less than five (5) calendar years of City service and who does not meet the minimum qualifications of a higher classification may be required to perform the duties of that position.

c) Part-time unbenefited employees with five (5) or more calendar years of City service may be required to perform the duties of a position in a higher classification regardless of whether they meet the minimum qualifications of the higher classification.

The parties agree to add this issue for discussion to the Citywide Labor Management Committee meetings with MEF approximately six (6) months following the implementation of the Pilot Program, and every six (6) months thereafter through the term of the Pilot Program to reassess the Pilot Program and get feedback from MEF and the Departments as to the effectiveness of the Pilot Program and whether or not any changes should be made.

Unless explicitly stated above, nothing in this side letter agreement shall modify existing practice regarding higher class pay assignments.

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 the parties below and approved by City Council. The Pilot Program is effective only during the term of the 2018-2021 MEF MOA, and shall expire **on June 30, 2021**. Either party may, at any time, terminate the Pilot Program prior to June 30, 2021, upon fifteen (15) day advance written notice being provided to the other party.

FOR THE CITY:

JSchembri 3/6/18
Jennifer Schembri — Date
Director of Employee Relations

elacordova 3/6/18
Elsa Cordova — Date
Senior Executive Analyst, OER

FOR THE UNION:

Robyn Zamora 3/6/18
Robyn Zamora — Date
President, MEF, AFSCME Local 101

3-6-18
Charles Allen — Date
Business Agent, AFSCME Local 101