

CITY OF SAN JOSE
&
ASSOCIATION OF BUILDING, MECHANICAL AND ELECTRICAL INSPECTORS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 3
MUNICIPAL EMPLOYEES' FEDERATION, AFSCME LOCAL 101
CONFIDENTIAL EMPLOYEES' ORGANIZATION, AFSCME LOCAL 101

GROUND RULES FOR NEGOTIATIONS REGARDING RETIREMENT ISSUES

1. The parties agree that the non-management, rank-and-file unions: ABMEI, IBEW, OE-3, and AFSCME (MEF and CEO) will participate in coalition negotiations. Any party of the coalition negotiations, including the City, may choose to withdraw from said negotiations. Withdrawal from the coalition negotiations is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the coalition negotiations by any party will convert the negotiations to bargaining with each Union separately, starting with the last proposal on the table.
- ~~2.~~ The parties agree that members of the City Council, Councilmember-designees, or Chief of Staff may be present during the negotiation sessions, to observe, but not participate in the negotiation process. ~~Negotiations sessions will be open to the public. However, either party may notify the other of the intent to discontinue public negotiations and provide the other party with its reason(s) to discontinue public negotiations in writing. In that event, the negotiations will immediately return to "closed" negotiations.~~
- ~~3.2.~~ The parties are fully committed to negotiating in good faith with respect to the Federated City Employees' Retirement System to preserve essential City services and the employees who deliver those services, while working to strengthen the sustainability of the city's retirement plan.
- ~~4.3.~~ Although the negotiation sessions will not be public, ~~a~~All written proposals and correspondence exchanged will be made available to the public on the City's website.
- ~~5.4.~~ Any party may recommend relevant subject matter experts or other individuals to attend negotiation sessions.
- ~~6.5.~~ The parties shall ~~share~~ have access to the services of the retirement board's actuary to ~~work together to develop~~ cost estimates. Both parties shall have the right to request information from the ~~said~~ selected actuary. It is understood that the Annual Required Contribution (ARC) shall be determined by the Federated City Employees' Retirement System Board's actuary.
- ~~7.6.~~ Estimated cost savings for any proposals during the negotiations shall be supported by analysis and data. ~~All liabilities shall be separately calculated, that is, liabilities for health care benefits, COLA, and pension amounts. All calculations shall show all assumptions made. All proposed changes that might motivate active members to leave the retirement system through earlier than assumed retirement, deferred vested~~

~~retirement or an opt-in plan shall include the projected cost savings and cost increases for the employee and the City of the opt-in plan and the current retirement plan.~~

8.7. _____ It is understood that, by participating in these negotiations, neither party waives any legal rights, including the Unions' or employee's rights to assert that certain benefits are vested, nor does such participation indicate that either party agrees that any proposal, if implemented, would constitute a lawful ordinance or charter amendment under federal or state law.

For The Unions

For The City

Tom Brim, President
Association of Building, Mechanical
and Electrical Inspectors (ABMEI)

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