

2019-2020 CITY OF SAN JOSE – POPRA NEGOTIATIONS
PACKAGE PROPOSAL B

City → Union
1.22.2020

TERM

January 1, 2020 – June 30, 2023

WAGES

Fiscal Year 2019-2020

- In acknowledgment that employees represented by POPRA have not received any wage increase in Fiscal Year 2019-2020, employees represented by POPRA shall receive a 5% ongoing non-pensionable compensation increase effective two full pay periods after this Tentative Agreement is approved by the City Council and ratified by union members. Effective two full pay periods after this Tentative Agreement is approved by the City Council and ratified by union members, all employees holding positions in classifications assigned to POPRA receive an approximate 5% ongoing non-pensionable compensation increase.

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 POPRA shall be increased by approximately 3%.

Fiscal Year 2021-2022

- 3% general wage increase effective Fiscal Year 2021-2022. Effective the first full pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3%.

Fiscal Year 2022-2023

- 3% general wage increase effective Fiscal Year 2022-2023. Effective the first full pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3%.

HIRING INCENTIVE AND REFERRAL BONUS

- Hiring Incentive and Referral Bonus - See Attached

HOURS OF WORK AND OVERTIME

- Hours of Work and Overtime (As Proposed December 10, 2019)

WITNESS LEAVE

- Witness Leave (As Proposed October 30, 2019)

SHIFT DIFFERENTIAL

- Shift Differential (As Proposed November 12, 2019)

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UNIFORM ALLOWANCE, SAFETY EQUIPMENT AND PROTECTIVE PRESCRIPTION SAFETY GLASSES

- Uniform Allowance, Safety Equipment and Protective Prescription Safety Glasses (As Proposed December 4, 2019)

TENTATIVE AGREEMENTS

- Recognition – Tentative Agreement Reached September 30, 2019
- Purpose – Tentative Agreement Reached September 30, 2019
- Definitions – Tentative Agreement Reached September 30, 2019
- Dues Deduction – Tentative Agreement Reached September 30, 2019
- Full Understanding, Modification and Waiver – Tentative Agreement Reached September 30, 2019
- Safety – Tentative Agreement Reached September 30, 2019
- Layoff – Tentative Agreement Reached September 30, 2019
- Maintenance of Membership – Tentative Agreement Reached September 30, 2019
- Bereavement Leave – Tentative Agreement Reached September 30, 2019
- Authorized Representatives – Tentative Agreement Reached September 30, 2019
- Separability – Tentative Agreement Reached September 30, 2019
- Time Donation Programs – Tentative Agreement Reached September 30, 2019
- Working in a Higher Classification – Tentative Agreement Reached October 30, 2019
- Life Insurance – Tentative Agreement Reached October 30, 2019
- Full Faith and Credit – Tentative Agreement Reached October 30, 2019
- Leaves of Absence – Tentative Agreement Reached October 30, 2019
- Sick Leave – Tentative Agreement Reached October 30, 2019
- Disability Leave – Tentative Agreement Reached October 30, 2019
- Substance Abuse Treatment Program – Tentative Agreement Reached October 30, 2019
- Annual and Special Performance Evaluation – Tentative Agreement Reached October 30, 2019
- New Employee Orientation – Tentative Agreement Reached November 6, 2019
- Tuition Reimbursement – Tentative Agreement Reached November 12, 2019
- Call Back Pay – Tentative Agreement Reached November 12, 2019
- Standby Pay – Tentative Agreement Reached November 12, 2019
- Bulletin Boards – Tentative Agreement Reached November 12, 2019
- Jury Duty – Tentative Agreement Reached December 10, 2019
- Probationary Period Extension – Tentative Agreement Reached December 10, 2019
- Grievance Procedure – Tentative Agreement Reached December 10, 2019
- Health and Dental in Lieu – Tentative Agreement Reached December 10, 2019
- Bilingual Pay – Tentative Agreement Reached December 10, 2019
- Alternate Work Schedule – Tentative Agreement Reached December 10, 2019
- Employee Commute Benefit Program – Tentative Agreement Reached December 10, 2019
- Employee Assistance Referral – Tentative Agreement Reached January 8, 2020
- Discipline – Tentative Agreement Reached January 8, 2020
- Retirement – Tentative Agreement Reached January 8, 2020
- Vacation and Personal Leave – Tentative Agreement Reached January 8, 2020
- Holidays – Tentative Agreement Reached January 8, 2020
- Management Rights – Tentative Agreement Reached January 8, 2020
- Labor Management Committee – Tentative Agreement Reached January 8, 2020

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- Health and Dental Insurance – Tentative Agreement Reached January 8, 2020

REOPENER

- City Healthcare Program (As proposed January 8, 2020)

** This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.*

CITY PROPOSAL TO POPRA – HIRING INCENTIVE AND REFERRAL BONUS

City Proposed Language:

ARTICLE XX HIRING INCENTIVE AND REFERRAL BONUS PILOT PROGRAM

X.1 Hiring Incentive Pilot Program: Employees hired on or after the first full pay period after this agreement has been ratified by union members and approved by City Council shall be eligible to receive a hiring incentive through the program outlined below.

The lump sum non-pensionable Hiring Incentive will be paid as follows:

Park Ranger (2423)	
Timing	Hiring Incentive
Upon Hire	\$1,500
Passing Probation	\$1,500
Total	\$3,000

The payment of the one-time, non-pensionable lump sum hiring incentive to new Park Ranger hires is contingent on the employee being continuously employed in the Park Ranger classification through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Park Ranger class series prior to their one (1) year anniversary of passing probation in the Park Ranger series, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the bonus through any other lawful means, including the collection process.

X.2 POPRA Referral Bonus: Employees in classifications that are represented by POPRA shall be eligible for a referral bonus under the POPRA Referral Bonus Pilot Program. Employees must be currently employed in a POPRA represented position at the time of payment to receive the Referral Bonus.

Effective the first full pay period after this agreement has been ratified by union members and approved by City Council, current POPRA represented employees will receive a one-time non-pensionable lump sum Referral Bonus of \$3,750 for referring a new Park Ranger hire. The POPRA Referral Bonus shall be paid once the new employee passes probation in the Park Ranger classification.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or

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assisted in recruiting them, and that the applicant will not receive any portion of the POPRA Referral Bonus provided to them.

Employees involved in the recruiting and/or or hiring of new Park Rangers are not eligible to receive the POPRA Referral Bonus.

The POPRA Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral.

This pilot program shall become effective on the first full pay period after this agreement has been ratified by union members and approved by City Council and shall expire on June 30, 2023. The City retains the ability to end the Hiring Incentive Pilot Program and/or the POPRA Referral Bonus Pilot Program at its sole discretion prior to June 30, 2023.