

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

City - Union
2.19.2020

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 shall receive an approximate 5% ongoing non-pensionable compensation increase.

Fiscal Year 2020-2021

- 3% general wage increase effective six months after receiving a compensation increase for Fiscal Year 2019-2020. Effective six months after receiving a compensation increase for Fiscal Year 2019-2020, 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 (As Proposed January 22, 2020)

HOURS OF WORK AND OVERTIME

- Hours of Work and Overtime – See Attached

WITNESS LEAVE

- Witness Leave – See Attached

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

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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 COUNTER-PROPOSAL TO POPRA – HOURS OF WORK AND OVERTIME

City Proposed Language:

ARTICLE XX HOURS OF WORK AND OVERTIME

- X.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.
- X.2 The normal work schedule shall be 40 hours consisting of four (4) days of ten (10) hours each, inclusive ~~exclusive~~ of a lunch period
- X.2.1 It is understood and agreed that specific employees may be assigned a different work schedule as a result of a transfer, promotion, shift rotation, or other changes made pursuant to this agreement or applicable ordinances or resolutions. Employees who work alternating shifts, i.e. weekends, may request review of the methodology and procedures to assign employees to particular shifts. The request for review will be made through the union, to the employee's department and to the Office of Employee Relations. The department and Office of Employee Relations will arrange and participate in meetings with the union for the purpose of discussing changes that will meet the operational needs of the City and the needs of the employee.
- X.2.2 When an employee's work schedule is changed involuntarily, the employee will be given fourteen (14) calendar days advance notice prior to the implementation of the revised schedule except when there are extenuating circumstances as determined by the City. This provision does not apply to any schedule changes that may result as part of the Return-to-Work or accommodation process, or compliance with this agreement. Nothing in this provision shall preclude an *employee from agreeing to begin the revised schedule in less than fourteen (14) calendar days.*
- X.2.3 The department may change the workday or work schedule in a section including the adoption of a five day, eight -hour per day schedule, if it determines such schedule is in the City's best interest.
- X.2.4 The Union may discuss with the department specific proposals for scheduling flexibility within the context of the regular 40-hour workweek. The Department may adopt such plans on a trial or permanent basis during the life of this contract.
- X.2.5 Employees may be required to respond to emergency calls and must be available to perform activities that are work related during their entire work shift. If an employee is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.
- X.3 Employees shall be given three (3) consecutive days off when working the schedule provided in X.2, and two (2) consecutive days off when assigned to work a five day, eight hour per day schedule, even though the days off are in different workweeks,

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except, where due to a change in the employee's work schedule, it is impossible to provide two (2) or three (3) consecutive days off.

- X.4 The Department Director, or designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.
- X.5 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off, with the exception of holiday leave, shall not be considered time worked for the purpose of calculating eligibility for overtime.
- X.5.1 Notwithstanding 6X.6 above, any full-time employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours. Notwithstanding 6.1, to be eligible for double time, paid absences shall not count towards determining eligibility for overtime at the 2.0 rate.
- X.6 Except as provided in X.6.1, overtime worked shall be compensated at the 1.5 rate. An employee assigned to work overtime may elect to either be paid for such overtime worked or be credited with compensatory time, subject to Department approval.
- X.7 Compensatory time credited to an employee, and which is not taken within 26 pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.
- X.8 Notwithstanding any other provision of this Section to the contrary, the Department Director, or designee, 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. The announcement will specify a date by which time each affected employee must elect to either:
- a) be paid for all accrued, unused compensatory time, OR;
 - b) be paid for all but 24 hours of such accrued, unused compensatory time, OR;
 - c) retain all accrued, unused compensatory time, subject to other applicable provisions of this Section X.9.
- X.8.1 Any employee not making an election will retain their compensatory time, subject to other provisions of this Section.
- X.9 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the appropriate rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the Will or the administrator of the estate.

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- X.10 A 15-minute paid rest period will be provided in each half of the regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

~~An unpaid meal break period of at least 30 minutes will be provided as near as possible to the middle of the shift, for any regularly scheduled.~~

CITY COUNTER-PROPOSAL TO POPRA – WITNESS LEAVE

City Proposed Language:

ARTICLE XX WITNESS LEAVE

X. Witness Leave.

- X.1. Each 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 their employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the time of service as a witness under subpoena, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.
- X.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 their employment, shall be credited with overtime for the time spent in court, or for two hours, whichever is greater, less any and all witness fees which may be received by the employee. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. An employee subpoenaed as a witness shall not in and of itself constitute being a party to the action.
- X.3. Upon service of subpoena, an employee shall immediately advise their Department Director or designee of the time when the employee is required to appear in Court.
- X.4. Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section X (Standby Pay). In the event the employee is called from off-duty to testify in any court, under subpoena, by reason of their employment with the City, the employee shall be entitled to the same compensation provided by Section X.2 above, in lieu of the compensation provided by Section X (Call Back Pay).