

Proposal made by IFPTE Local 21 to the City of San Jose

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Originally Submitted on: 04/23/2021 @ _____

Revised on:

Local 21 Union Proposal #1 (CAMP/AMSP/AEA)

ARTICLE 6 DUES DEDUCTIONS

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1, provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. **“Deductions” as used in this Section 6.5, means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.** Such additional voluntary deductions shall continue unless the employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

Local 21 Union Proposal #2

ARTICLE 8.3 SICK LEAVE(AEA and CAMP Only)

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee’s child, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee’s grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

8.3.2.1 Sick leave shall be used in no less than four-hour periods. Time off for four hours or less will not be charged to employee’s sick leave

Local 21 Union Proposal #3(AEA/AMSP/CAMP)

Article 8.2: Vacation Leave

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8.2.2 Employees will continue to accrue vacation at the current rate in accordance with their years of service. Employees may only accrue vacation up to a maximum of ~~two (2)~~ **three (3)** times their annual accrual rate. Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit.

Employees who currently have accrued vacation balances that are in excess of the limits below, will maintain their current balance, however they will not accrue vacation until their balance falls below the maximum limit, or have sold back an amount that brings them below their maximum accrual amount.

UNION PROPOSAL #4

ARTICLE 8.5 EXECUTIVE LEAVE (AEA and CAMP Only)

Executive Leave Executive leave is a benefit provided in recognition of the hours in excess of forty (40) hours per week, which may be necessary but are not directly compensated on an hourly basis. Executive leave is awarded as hours/days off, up to a maximum of ~~forty (40)~~ sixty-four (64) hours/five (5) eight (8) days during a payroll calendar year. Executive Leave is not an accrued benefit and unused leave does not carry over from year to year.

The Management Performance Program (MPP) provides that the Department Director or designee may approve up to forty (40) additional hours of executive leave for employees who receive a performance appraisal of commendable or outstanding. When an employee is hired into a position eligible for executive leave, the leave may be prorated during the first year dependent upon the hire date. Please refer to City Policy Manual Section 4.2.4 for the complete policy.

Executive Leave should not be required to be used for such needs as running errands, doctor appointments or any other task that is covered under the "Sick Leave" provision of this contract or the FLSA "Four Hour Rule".

UNION PROPOSAL #5

ARTICLE 11.11 CELL PHONE REIMBURSEMENT (new language)

11.11 If an employee is required to provide a cell phone number in which the employee can be contacted during regular or non-regular business hours to respond to inquiries, text or

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voice mail messages, calls or emails related to their job, the City shall either provide the employee with a choice of a City-owned cell phone and plan, or provide the employee with a cell phone Cellular Telephone stipend and Data Plan Stipend.

UNION PROPOSAL # 6

ARTICLE 11.7 PROFESSIONAL DEVELOPMENT PROGRAM (AEA Article 11.6)

11.7 Professional Development Program. The City will reimburse each employee 100% of eligible expenses incurred, up to ~~\$1,000~~ \$2,500 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by IFPTE, Local 21 ~~as described in the City Policy Manual's Professional Development Program.~~

11.7.1 A total of ~~\$500~~ \$1000 (of the ~~\$1,000~~ \$2,500 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation. Electronic devices and software licensing may be approved if such devices or software are beneficial for the employee's current or future position or occupation with the City.

UNION PROPOSAL #7

ARTICLE 11.9 MANAGEMENT PERFORMANCE PROGRAM

PURPOSE The Management Performance Program (MPP) is intended to: (1) increase the accountability of City Management employees by ensuring that their job performance is evaluated at least annually, and (2) reinforce and recognize job performance results that exceed pre-established targets and expectations.

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~~AUTHORITY San Jose Council Resolution #51870 (October 10, 2001) establishes the manner in which management employees are compensated within their respective salary ranges, based on annual evaluations of job performance, and describes the basic rules for the administration of the MPP. San Jose Municipal Code, Section 3.04.1700 states that the Director of Human Resources, in cooperation with the Appointing Authority, shall establish and maintain a method of rating the performance of employees in the classified service and that ratings shall be done not less than annually.~~

POLICY 1. Annual Evaluations. The job performance of each management employee shall be evaluated at least annually and this evaluation shall be used to determine the employee's rate of compensation within the salary range established for his/her job class.

2. Scope of Coverage. Under the terms of this MOU between IFPTE Local 21 and the City of San Jose, the MPP applies to represented employees in AEA, CAMP, AMSP. ~~positions defined as management (Unit 99 — Executive Management and employees represented by AEA, AMSP, CAMP), except for employees in Temporary Unclassified positions and Council Appointees. Also, certain provisions of the MPP do not apply to management employees in the offices of the City Attorney or City Auditor, and these are specified in Section 4A of Council Resolution #51870.~~

3. Appraisal Periods. The appraisal period for a management employee generally begins the first day of appointment to the management position and ends upon completion of the employee's probationary period. (Please note that unclassified and temporary employees do not serve a probationary period since they are "at-will" employees. "At-will" employees should be evaluated after completing six months of full time service and annually thereafter consistent with other MPP employees.) After an employee completes probation, or has completed six months of service, the appraisal period corresponds to the City's fiscal year, July 1 through June 30. In the case where an employee has been supervised by more than one supervisor during the MPP timeline, the prior supervisor and current supervisor time should be used together to evaluate the employee. An exception to this is a special appraisal, which may be given at any time to communicate marginal or unsatisfactory performance. A special appraisal covers the period from the time of the last review to the designated special appraisal date. The City will give the employee receiving a special appraisal, no less than fifteen (15) days notice of the intent to provide a special appraisal and a copy of the special appraisal, before meeting with the employee.

4. Switch from Initial Review to Annual Schedule. Since management employees' appraisal dates convert after completing probation (or for "at-will" employees after six months), to a common annual date in July, there will usually be one appraisal cycle for each individual where

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the appraisal period will be more, or less than twelve (12) months. Employees whose initial review occurs in January through June, and who receive a salary increase at the end of this period, shall not be eligible for an additional salary increase until the following appraisal year. Consequently, because of the conversion, they will have an appraisal period of thirteen (13) to eighteen (18) months. Employees whose initial review occurs sometime in the first half of the appraisal year—July through December will be included in the next annual appraisal (the following July). Therefore, because of the conversion, they will have an appraisal period of six (6) to eleven (11) months.

5. Rating Criteria and MPP Form. There are 5 “Key Elements” for the MPP employees. The MPP form should be used to document the appraisal results, with supplemental narrative and information attached. Awareness of success or struggles should not first be made aware upon receipt of the MPP form. Relevant documents of prior conversations or supervisory meetings throughout the MPP evaluation period related to ratings in each “element”, should be cited and provided. The “Accomplishments” portion of the form should be used to describe specific goals and objectives that were established at the beginning of the appraisal period. These should directly relate to the Key Elements and the resulting performance ratings for each. The “Achievement Plan” should document specific goals for the next appraisal period. It should be developed jointly by the manager and the MPP employee. The Achievement Plan should be described in terms of anticipated results. This is an opportunity to focus incorporating the corporate priorities (or the portions that apply) into the organization’s way of doing business.

6. Management Pay Structure. MPP job classes represented by AMSP, CAMP, AEA ~~and classes in Executive Management—Unit 99~~ are in open ranges and do not have steps.

7. Annual Appraisal Salary Changes. There are no automatic step increases in the MPP. For MPP classifications, the annual performance appraisal may include recommendations for merit increases up to the top of their salary ranges. ~~During the Fall of each year, the City Manager will provide guidelines for the types of salary changes that are typically appropriate for annual appraisal salary changes, corresponding to the overall performance rating.~~ For the MPP salary range movement will be the following: 3.5% for “outstanding”, 3% for “commendable” and 2.5% for “satisfactory”. A supervisor can recommend a merit increase beyond the “outstanding” percentage, if exceptional performance is demonstrated, upon the approval of the Department Director and City Manager. Movement within the range is based on the overall performance appraisal rating. Salary changes recommended through the annual appraisal process are effective at the beginning of the first pay period of the fiscal year, which typically falls around July 1.

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8. Additional Executive Leave. All participants in the annual appraisal process, and those probationary employees who served in an MPP job in a different class for the appraisal year, may be eligible for additional executive leave. Additional executive leave may be considered when the employee has received a particular rating. During the Fall of each year, the City Manager will provide guidelines for the additional executive leave, corresponding to the overall performance rating. The following rules apply for additional executive leave: · From one to five days may be awarded **for employees in CAMP and AEA**. For employees in ~~Units 99 (Executive Management)~~, CAMP, and AEA, this is in addition to the currently authorized ~~five (5)~~ **eight (8)** days, for a maximum possible of ~~ten (10)~~ **thirteen (13)** days. For employees in AMSP, ~~one(1) to five (5)~~ **six (6)** days is ~~the maximum~~ possible. · Employees who receive additional executive leave may also receive performance pay increases, if warranted. · Executive leave is tracked (through PeopleSoft) on a calendar year basis, so additional executive leave approved through the annual performance appraisal process in July, will not be credited and available to use until the next calendar year, beginning in January.

9. Follow-up Performance Appraisal. A management employee who receives an overall rating of “Improvement Needed” as a result of a performance appraisal **shall be provided a performance improvement plan at the same time of their performance appraisal** 120 days after the initial evaluation. The purpose of the follow-up appraisal is to encourage performance improvement and assess the level of improvement that occurred in the intervening time period. **If the employee is not provided with a follow-up appraisal within the 120 days after the initial “Improvement Needed” evaluation, the overall rating of “Improvement Needed” is changed to “Satisfactory”.**

10. Evaluation Appeals. If a management employee with permanent status (not provisional or probationary) receives an overall rating of “Improvement Needed,” the employee may appeal the decision by first, requesting in writing, a hearing with the department head, within ten (10) calendar days after receiving the evaluation. The Department Director will conduct the hearing with the employee within twenty (20) calendar days after receiving the request to hear the employee’s concerns. The Department Director will render a decision on the appeal within five calendar days of the hearing, **in writing, submitted to both the employee and the Union**. If the decision of the Department Director is not satisfactory to the employee, he or she may file a further appeal in writing to the appropriate Appointing Authority, within ten (10) calendar days after receiving notification from the Department Director. This appeal request should include a statement describing the reasons for the appeal. The Appointing Authority shall review the statement from the employee, make a final decision and inform the employee within thirty (30) days from receipt of the appeal, **submitted in writing, to both the employee and the Union**.

PROCEDURES

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- Supervisors** 1. Discuss performance rating criteria and process with management employee at the beginning of the appraisal period.
- Supervisors** 2. Complete performance appraisal at the end of probation period and submit to Human Resources.
- Human Resources** 3. Provide Department Director with information and timelines for the annual appraisal process.
- Department Director** 4. Communicate instructions to supervisors on the annual appraisal process and timelines.
- Supervisors** 5. Prepare performance appraisals and submit recommended awards to Department Director.
- Department Director** 6. Determine the performance pay and executive leave recommendations for the department and submit recommendations to the Director of Human Resources.
- Supervisors** 7. Conduct performance appraisal discussions and communicate any pay or executive leave changes to the management employees. Discuss Achievement Plans for the next appraisal period.
- Human Resources** 8. Review recommendations for compliance with City Manager guidelines.
- Department Director** 9. Send the MPP performance reports and the record of approved pay and executive leave changes to the Human Resources Department.
- Human Resources** 10. Ensure implementation of all changes through Payroll changes and documentation in employee personnel files.