

Package Proposal made by AFSCME Local 101 and IFPTE Local 21 to the City of San Jose

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Originally Submitted on: 5/14/21

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MEF Counter proposals: (See separate document)

Local 21 counter proposals:

Union Counter Proposal #1 Wages:

- Fiscal Year 2021-2022

4.5% general wage increase effective the first full pay period in Fiscal Year 2021- 2022 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to CAMP shall be increased by approximately 4.5%.

- Fiscal Year 2022-2023

4.5% general wage increase effective the first full pay period of 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 CAMP shall be increased by approximately 4.5%.

Union Counter Proposal/Response #2 (MEF, CAMP, AMSP and AEA)

8.2.2.2.1 Beginning calendar year 2022, employees may sell back up to a maximum of eighty (80) hours of accrued vacation. ~~A one-time allowance of an additional 20 hours of accrued vacation leave may be sold back in 2021, to be determined by each employee by Sept 1, 2021.~~

Union Counter Proposal/Response #3 (CAMP, AMSP and AEA)

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

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evaluated at least annually, and (2) reinforce and recognize job performance results that exceed pre-established targets and expectations.

~~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. An employee shall be provided notice that they are going to receive a special appraisal, ideally when they receive an appraisal that warrants a special appraisal.

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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 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. Employees should be made aware of performance issues throughout the rating period and not just upon receipt of an appraisal. Relevant conversations or counselings should be cited in the appraisal.

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

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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.

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 should be given a follow-up performance appraisal 120 days after the initial evaluation. The supervisor and employee should have a documented discussion about what is necessary to improve the rating. 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.

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 written decision on the appeal within five calendar days of the hearing,. If the decision of the Department Director is not

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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. |

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Coalition Union Counter Proposal/Response #4

8.5.3 Further details related to Executive Leave, including details related to the use of the four-hour rule, are contained in City Policy Manual Section 4.2.4, Executive Leave and Absence Policy.

Union Accepts City's Proposal

Union Counter Proposal/Response #5

Article 11.7 Professional Development Program(AEA Article 11.6) City Proposal from 4/23/2021.

Union Keeps original proposal

Union Counter Proposal/Response #6(MEF, AEA, AMSP and CAMP)

~~The City will continue to follow Article 19 in the current CAMP MOA which states the following:~~

*The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work. **This bargaining unit works includes now existing bargaining unit positions, or future bargaining unit positions created and allowed to telecommute and/or work from a geographic location outside of the City's normal allowed residency requirement.***

The City will also continue to follow the process and guidelines provided in Council Policy 0-41 Service Delivery Evaluation, and Council Policy 0-29 Public Private Competition Policy.

Coalition Union Counter Proposal/Response #7

Telecommute Policy presented by City on 4/23/2021

Union Rejects proposal

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Coalition Union Counter Proposal/Response #8(MEF, AEA, CAMP and AMSP)

Return to Work Proposal Response: 4/23/2021

Side Letter

The City will continue to provide the union with advance notice on issues that are subject to the meet and confer process, **including changes in the city/state or county guidelines concerning Covid-19 and its effect on employees represented working conditions.**

Coalition Union Counter Proposal/Response #9

Union Vaccine Incentive Proposal from 4/8/2021

Union drops proposal

Coalition Union Counter Proposal/Response #10

SDI proposal from 4/8/2021

Union Drops Proposal

Union Response to City Proposals

Coalition Union Response #1

Bereavement Leave proposal from City on 4/16/2021

Union Accepts City Proposal

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Union Response #2(Local 21 Only)

PDP Prorating for Part Time Employees Proposal from City on 4/16/2021

Union Accepts Proposal

Union Response # 3 and 4(Local 21 Only)

AWOL Proposal and URT Code Proposal by City on 4/16/2021

Union Accepts Proposals

Union Response #5(Local 21 Only)

AMSP Eligibility for Overtime Proposal from City on 4/30/2021

Union Rejects Proposal

Union Response #6(Local 21 Only)

Executive Leave Prorating Proposal on 4/30/2021

8.5 Executive Leave Employees will receive forty (40) hours of executive leave per payroll calendar year with supervisor approval. Forty (40) additional hours may be available, upon Departmental Director approval, for recognition of outstanding performance as part of the Management Performance Program. Executive leave that is not used by the end of the payroll calendar year does not accrue or carry over to the following year.

8.5.1 Effective the first pay period of payroll calendar year 2022, when an employee is hired or promoted into a position eligible for executive leave, the leave will be prorated during the first year dependent upon the hire date.

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January 1 – April 30	40 Hours
May 1 – June 30	32 Hours
July 1 – August 31	24 Hours
September 1 – November 30	16 Hours
December 1 – End of Payroll Calendar Year	8 Hours

8.5.1.1 Effective the first pay period of payroll calendar year 2022, an employee who is promoted or demoted into an AEA- represented classification will have the number of Executive Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.

Union accepts rest of proposed change regarding reduced work week schedule

Union Response #7(AEA)
Class/Equity Study Side letter

Classification Review – Engineer Series

The City and the Association of Engineers and Architects (AEA) agree that the City will conduct a classification review for the Engineer series. This review may include, but not be limited to, classification structure and/or compensation.

Following this review, the City agrees to meet and confer with AEA to discuss over the results of this review, including classification changes and/or equity adjustments recommended as a result of the study. ~~This shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by AEA.~~

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by AEA, and approved by the City Council. The goal is to complete the study within six (6) months of the ratification of this agreement.

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Any past proposals presented by The Union not presented or countered in this package shall be considered held as presented.