

## 2021 AEA NEGOTIATIONS PACKAGE PROPOSAL B

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### TERM

- July 1, 2021 – June 30, 2023

### WAGES

- Fiscal Year 2021-2022

2.25% 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 AEA shall be increased by approximately 2.25%.

- Fiscal Year 2022-2023

2.25% 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 AEA shall be increased by approximately 2.25%.

### LEAVES

- Executive Leave Proration (As proposed to AEA on April 30, 2021)

### BENEFITS

- Vacation Sell Back Counterproposal (AEA – See Attached)

### DISCIPLINE

- Disciplinary Appeals (As proposed to AEA on April 16, 2021)

### CONTRACTING OUT

- Contracting Out (As counterproposed to AEA on April 23, 2021)

### SIDE LETTERS

- Reallocation Program (As counterproposed to AEA, AMSP, and CAMP on April 30, 2021)
- Classification Review – Engineer Series (As counterproposed to AEA on May 7, 2021)
- Management Performance Program (As counterproposed to AEA, AMSP, and CAMP on May 7, 2021)
- Bilingual Pay (AEA, AMSP, and CAMP – See Attached)
- Resuming-On-Site Work Safely (See Attached)
- Flexible Workplace Policy (See Attached)

### TENTATIVE AGREEMENTS

- Bereavement Leave (As proposed to AEA on April 16, 2021)

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- Four Hour Rule (As counterproposed to AEA on April 30, 2021)
- Professional Development Program Proration (As proposed to AEA on April 16, 2021)
- City Paid Union Release Time Code (As proposed to AEA on April 16, 2021)

### **OTHER TERMS**

*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.*

## 2021 CITY OF SAN JOSE – AEA NEGOTIATIONS

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### CITY COUNTERPROPOSAL – VACATION SELL BACK

City Proposed Language:

- 8.2.2.1 Effective calendar year ~~2016~~2022, employees may sell back up to a maximum of ~~forty (40) hours~~ sixty (60) of accrued vacation per calendar year.
- 8.2.2.2 Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:
- 8.2.2.3 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of ~~forty (40) hours~~sixty (60) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year.
- 8.2.2.4 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year, the employee will be deemed to have received the value of the vacation hours elected in that calendar year and will be taxed by the IRS accordingly.
- 8.2.2.5 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.
- 8.2.2.6 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.
- 8.2.2.7 Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.

**Side Letter Agreement**

BETWEEN  
THE CITY OF SAN JOSE

And

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS (AEA) IFPTE, Local 21  
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP), IFPTE, Local 21  
CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, Local 21

**BILINGUAL PAY**

The City and the Association of Engineers and Architects (AEA), the Association of Maintenance Supervisory Personnel (AMSP), and the City Association of Management Personnel (CAMP) agree to continue discussions related to City's Bilingual Pay Policy and related MOA provisions.

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 IFPTE and approved by the City Council.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
Jennifer Schembri                      Date  
Director of Employee Relations  
Director of Human Resources

\_\_\_\_\_  
Matt Mason                                      Date  
Business Representative, IFPTE, Local 21

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Florin LaPustea                                      Date  
AEA President, IFPTE, Local 21

\_\_\_\_\_  
Jesse Perez    Date  
AMSP President, IFPTE, Local 21

\_\_\_\_\_  
Olympia Williams                                      Date  
CAMP President, IFPTE, Local 21

**Side Letter Agreement**

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CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, Local 21

**RESUMING ON-SITE WORK SAFELY**

The City will continue to provide the Association of Engineers and Architects (AEA), the Association of Maintenance Supervisory Personnel (AMSP), and the City Association of Management Personnel (CAMP) with advance notice on issues concerning COVID-19 that are subject to the meet and confer process, including changes to the city/state or county guidelines.

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**FLEXIBLE WORKPLACE POLICY**

The City and IFPTE are committed to continuing discussions related to the City's Flexible Workplace Policy. The City will continue to follow the process and guidelines provided in City Policy Manual, Section 4.2.14, Flexible Workplace Policy.

Additionally, the City will provide advance notice of any changes to the Flexible Workplace Policy that are subject to the meet and confer process, no later than August 1, 2021.

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**FOR THE CITY:**

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Director of Employee Relations  
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