



June 18, 2021

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*Sent Via Email*

Jennifer Schembri  
Director of Human Resources  
Director of City Manager's Office of Employee Relations  
200 E. Santa Clara Street  
San José, CA 95113-1905

**Re: *Last, Best & Final Offer from IFPTE Local 21 and AFSCME Local 101***

Ms. Schembri,

Thank you for meeting with the coalition again today to attempt to reach an agreement on successor *Memoranda of Understanding* for the various bargaining units. As you know, since our initial meeting in April, we have met as a coalition on six separate occasions in addition to separate meetings with individual bargaining units. The City and the Unions have also had multiple conversations in other venues in an attempt to find common ground. IFPTE and AFSCME have each issued at least twelve (12) comprehensive proposals to the City.

The direction from the more than four thousand members we collectively represent is clear - we have no additional movement to make with respect to any further counter proposals and so the following package proposals represent the *Last, Best & Final* offers from our respective Unions.

In reviewing the [City's latest proposal and its cover letter](#) we have several points of clarification pertaining to it.

First, as we pointed out today, your costing of union proposals is inconsistent at best. The City uses different numbers to support its own position depending on the issue in question. One example is overstating the costs to the unfunded liability of the pension plan knowing full well that federated employees have received less than 3% average increase going back at least a decade and more. Furthermore, the City relies on mathematical assumptions that include a fully staffed City when in fact the city routinely and currently has near seven hundred (700) vacancies. The City also counts funds supplied from the *American Rescue Plan* and not the City General Fund in the costing of its total package for our Unions yet compares us to another City bargaining unit (Police) total

compensation costs which don't include those same federal funds. Undoubtedly a State appointed factfinder or an independent actuarial analysis of the numbers in question would reach the same conclusions as the Unions. Which is to say, many of the increases proposed by the Unions will not cost as much as the City claims they will – even using the more inflated City numbers and not the actuals.

Second, the City's letter also referenced comparator agencies and (despite an incredibly low sample size and one clear outlier) made the argument that a 3% wage increase was above the average for neighboring agencies. This comparison is patently absurd. For years, the City has refused Union attempts to compare to other agencies when discussing wage increases. Yet now, in a breath-taking reversal of its own typical position, the City is bringing up comparator agencies as something the unions should consider by claiming *"It was important for us to determine whether the wage increases we are offering are out of line with other agencies"*. The City completely disregards that those other cities' employees enjoy compensation packages that are far superior to those earned by San Jose workers. The Unions will only consider a small sampling of 2021 wage increases from other agencies a valid point of comparison when the City of San Jose regularly uses these agencies' wages, benefits, retirement, differentials, certification pay, vacations, and working conditions in revising total compensation of City classifications. Numerous requests to use these agencies as compensation comparators have been shrugged off by the City over the past decade. Comparing percentages in this way now is a gross misrepresentation of the regional compensation picture.

Finally, on Monday, Union members occupied over three hours of public comment at the City Council meeting expressing their frustrations with the City. They did so out of outrage and exhaustion because services they provide to the community are continually cut by this City who every year asks of them to do more with less. In its letter, the City used a misstatement by a couple of these overworked public servants to claim *"the City has heard and appreciates the recent concerns raised by various employees represented by IFPTE and MEF related to the importance of receiving a pensionable general wage increase that is equivalent to 3.0%"*. Among all the offensive arguments made in the letter from the City, this may be the most outrageous. The City's attempt to gaslight 4,000 people in this way is reprehensible. The Unions have been clear from the beginning of our conversations that what was most important was investing in public services at the same level that the City invests in police.

The remaining issues on the table are no longer just about the monetary value they represent for our 4,000 members. It's about respect now. It's about fairness and dignity.

The lack of respect that the City is showing these workers by agreeing to far more lucrative agreements for other City workers year after year has reached its boiling point. For the last year and a half, we have listened to and watched City officials step up to the camera time and time again and tout front line workers as heroes and those who put their lives on the line to keep this city working. The same is true of all the messages of praise delivered internally by City officials to directly to staff which come of as nothing more than lip service.

The hard-working people of this city have for too long heard the city say one thing and do another. The good faith of the working people of this city has run dry. The city has tapped it out. It simply cannot be understated how frustrated, angry, sad, and beat down so many of our Union members

feel towards the City. We sincerely hope the city will agree to these most reasonable terms so we can get back to the work of serving our residents who need our services now more than ever.

Sincerely,

John Tucker – AFSCME Local 101

Matt Mason – IFPTE Local 21

C:

Dave Sykes – City Manager

Jennifer McGuire – Assistant City Manager

San Jose Mayor and City Council

All IFPTE Local 21 and AFSCME Local 101 Members

Encl: Copy of Last, Best & Final offers

Last, Best and Final Offer  
Municipal Employees Federation (MEF) – American Federation of State, County  
and Municipal Employees (AFSCME) Local 101 - AFL-CIO  
*to*  
The City of San Jose

**Wages:**

- 1) Fiscal Year 2021-2022  
3.5% general wage increase effective the first full pay period in Fiscal Year 2021- 2022.
- 2) Fiscal Year 2022-2023  
3.5% general wage increase effective the first full pay period of Fiscal Year 2022- 2023.
- 3) Retroactive pay if negotiations are not concluded by 7/1/2021.

**COVID Pay \$1,000** – The Union is in agreement.

**Paid Parental Leave** - The Union is countering the City proposal to establish a paid parental leave of 80- hours paid by the City.

**Shift Differential**

Union Agrees to:

- a. Swing shift differential of \$2.00 per hour.
- b. Night shift differential of \$2.35 per hour.
- c. Shift Differential 2-Year Pilot Program for PD/Fire and Airport:
  - i. Swing shift differential shall be paid for all hours worked on a scheduled shift (including hours worked as overtime) that is considered by the Department to be a swing shift.
  - ii. Night shift differential shall be paid for all hours worked on a scheduled shift (including hours worked as overtime) that is considered by the Department to be a night/grave shift.

**Vacation Increases for year 2-5 employees.**

<b>Years of Service</b>	<b>Hours of Vacation Per 26 Pay Period Cycle</b>
First <b>2 5</b> years	80 hours
<b>3 5</b> – 10 years	120 hours

**Trainee Pay:** Union is holding to proposal of 5% pay for employees in the following classifications while training other employees.

- a. Police Property Specialists
- b. Community Service Officers
- c. Code Enforcement
- d. Animal Services Officer

### **Classification Reviews and Similar:**

- 1) Union is proposing job studies/classification review for the following Classifications to be done within 4-6 months of MOU ratification.
  - a. Code Enforcement Series (agreement from City, exception timeline)
  - b. Permit Specialists Series
  - c. Animal Services Series
  - d. Airport Ops Series
  - e. Recreation Program Series
  - f. Hazardous Materials Specialist
  - g. Youth Outreach Worker Series
- 2) The City and MEF agree to meet and discuss the status of any recruitment, retention, and/or staffing issues and identify possible solutions within the following classification series in or by approximately January 2022. (The Union may ask to meet prior to January 2022 depending on the results of the Fire Dispatch vacancy study recently completed)
  - a. Public Safety Radio Dispatcher Series
  - b. OSSD/PDS series
  - c. Latent Fingerprint Examiners Series

**Library and Recreation Center Employee Safety Committee:** - See Attached Union Counter proposal

**Crisis Intervention Training Pay for Police Dispatch –** Union Counter Proposal

- a. 2.75% effective July 1, 2021
- b. An additional 1% effective July 1, 2022

**Work Apparel Issues:** Union proposes meeting with the Department(s) within one (1) month of ratification to discuss the varying issues of appropriate apparel for the following classifications:

- a. Code Enforcement
- b. Zookeeper
- c. Airport Ops Specialist

**City Proposal – Personal Leave Hours –** Union agrees pending final package agreement.

**Exiting Side Letter Inclusions –** The Union needs these side letters included in the MOU.

- a. Calculation of Overtime for Employees in the Police Data Specialist Series
- b. Dispatcher Training Pay
- c. Higher Class Pay Pilot Program

### **TENTATIVE AGREEMENTS**

- Dollar Amount for Shift Differential (City proposal of June 16, 2021)
- Higher Class Work (City proposal of June 14<sup>th</sup>, 2021)
- Employee Wellness (City proposal of May 21<sup>st</sup>, 2021)
- Overtime Bidding for Airport Proposal (City proposal of June 2<sup>nd</sup>, 2021)
- Expansion of Community Service Officer Duties Meet and Confer (City proposal of June 2, 2021)
- Wage Scale Publishing on City Website (City proposal of June 2<sup>nd</sup>, 2021)
- Reallocation Program (April 30, 2021)
- Bilingual Pay (May 19, 2021)
- Flexible Workplace Policy (May 19, 2021)
- Resuming On-Site Work Safely (May 19, 2021)

- Monthly Stewards' Meeting (May 7, 2021)
- Citywide Labor Management Committee Release Time (April 28, 2021)
- Bereavement Leave (April 28, 2021)
- Flex Time (June 2, 2021)
- Living Wage Discussions (June 2, 2021)
- Non-Discrimination (May 7, 2021)

## **LIBRARY & RECREATION CENTER EMPLOYEE SAFETY COMMITTEE:**

Within one (1) month of the ratification of the MOU, the City of San Jose (City) and MEF-AFSCME Local 101 & IFPTE Local 21 (Unions) shall form a *Library and Recreation Employee Center Safety Committee* to review and identify employee's safety concerns and identify potential solutions, security enhancements, and or options to address and limit those concerns identified.

Thirty (30) calendar days of the formation of the *Library & Recreation Center Employee Safety Committee*, the parties shall schedule committee meetings which shall occur at least monthly. The parties agree to review the current safety measures and develop alternatives for consideration. Alternatives or additional safety measures identified should include information (as applicable) on potential outside vendors, policy changes, a timeline for implementation, identified opportunities and challenges with the alternatives, security enhancements, or options and the funding methodology.

*The Library & Recreation Center Safety Committee* will consist of up to three (3) representatives from MEF-AFSCME (not including Union staff) and up to three (3) representatives from IFPTE (not including Union staff). The City may designate representatives to serve on the committee at its discretion.

In addition to the above:

- a. The City Manager will attend the committee kick off meeting.
- b. Office of Employee Relations shall facilitate the meetings.
- c. The parties will prepare regular reports to the City Manager and City Council regarding the committee's activity.
- d. The parties will jointly endeavor to complete the committee process within twelve (12) months from the first meeting, conditioned on active participation of all parties.
- e. The committee will endeavor to reach a set of recommendations to be made to the City Council for consideration supported the participating labor organizations.