

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

TERM

- July 1, 2021 – June 30, 2023

WAGES

- Fiscal Year 2021-2022

In recognition of work performed during the COVID-19 pandemic, a \$1,000 one-time, non-pensionable lump sum payment shall be made to full-time employees holding positions in classifications assigned to MEF effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in an MEF represented position on May 11, 2021, and still be employed in an MEF represented position effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session.

In recognition of work performed during the COVID-19 pandemic, a one-time, non-pensionable lump sum payment shall be made to part-time MEF represented employees as follows:

Benefit Level	Amount of One-Time Non-Pensionable Lump Sum Payment
30.00 – 34.00 Hour Benefit Level	\$750
25.00 – 29.00 Hour Benefit Level	\$625
20.00 – 24.00 Hour Benefit Level	\$500
Part-Time Unbenefited Employees	\$250

To receive the one-time, non-pensionable lump sum payment, a part-time employee must have been employed in an MEF represented position on May 11, 2021, and still be employed in an MEF represented position effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session. In addition, a part-time unbenefited employee must have worked at least 520 hours from May 3, 2020, through May 1, 2021, and must still be employed in an MEF represented position effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session.

3.25% general wage increase shall be effective June 27, 2021. Effective June 27, 2021, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 3.25%.

Effective June 27, 2021, a classification salary adjustment of approximately 5.00% will be made for the following classifications. All salary ranges for employees holding positions in the classifications shown below shall be increased by approximately 5.00%.

2021 CITY OF SAN JOSE – MEF NEGOTIATIONS TENTATIVE AGREEMENT

- Animal Services Officer (3252)
- Hazardous Materials Inspector I/II (2321 / 2322)

Effective June 27, 2021, a classification salary adjustment of approximately 3.00% will be made for the following classifications. All salary ranges for employees holding positions in the classifications shown below shall be increased by approximately 3.00%.

- Senior Airport Operations Specialists I/II/III (3514 / 3515 / 3516 / 3518)

- Fiscal Year 2022-2023

3.00% general wage increase shall be 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 MEF shall be increased by approximately 3.00%.

In the event that the City's most recent budget forecast of ongoing revenues and expenditures used for the development of the Base Budget for 2022-2023 shows that the City will have a total cumulative General Fund surplus for Fiscal Year 2022-2023, upon request by the union, this Agreement shall reopen on the subject of wages only, and the parties will meet and confer on the topic of wages for Fiscal Year 2022-2023, only.

HOURS OF WORK AND OVERTIME

- Flex Time (See Attached)

SPECIAL PAYS

- Shift Differential (See Attached)
- Training Pay for Community Service Officers (See Attached)
- Apparel Allowance (See Attached)
- Higher Class Pay (See Attached)

LEAVES

- Personal Leave Proration (See Attached)
- Bereavement Leave (See Attached)
- Vacation Accrual Rates (See Attached)

BENEFITS

- Employee Family Wellness (See Attached)
- Education and Professional Program for Part-Time Unbenefited Employees (See Attached)

CONTRACTING OUT

- Contracting Out (See Attached)

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

OTHER


- Maintenance of Membership (See Attached)
- Senior Airport Operations Specialist Minimum Qualifications (See Attached)
- Non-Discrimination (See Attached)
- Senior Airport Operations Specialist Overtime Bidding (See Attached)
- Wage Scales (See Attached)
- Monthly Stewards' Meeting (See Attached)
- Citywide Labor Management Committee Release Time (See Attached)

SIDE LETTERS

- Paid Parental Leave Pilot Program (See Attached)
- Shift Differential Hours Pilot Program (See Attached)
- Library Safety and Security Committee (See Attached)
- Classification Reviews (See Attached)
- Police Data Specialist Series Overtime (See Attached)
- Recruitment and Retention Discussions (See Attached)
- Code Enforcement Inspectors Classification Review (See Attached)
- Reallocation Program (See Attached)
- Bilingual Pay (See Attached)
- Living Wage Discussions (See Attached)
- Expansion of Community Service Officer Duties (See Attached)
- Flexible Workplace Policy (See Attached)
- Resuming On-Site Work Safely (See Attached)


**This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.*

FOR THE CITY:


 8/6/2021

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker Date
Business Agent
AFSCME, Local 101

 08-04-2021

Steve Solorio Date
President
MEF, AFSCME, Local 101

2021 CITY OF SAN JOSE – MEF NEGOTIATIONS TENTATIVE AGREEMENT

FLEX TIME

7.11 Overtime and Compensatory Time

7.11.7 Flex Time is defined as, on an occasional basis, allowing an employee to work less than their scheduled number of hours on one day and then more than their scheduled number of hours on another day(s) to complete a forty (40) hours work week. Flex Time may be suggested by either a supervisor or an employee, but an employee shall only be permitted to flex their time within the same work week, and only by mutual agreement between the employee and the supervisor. Flex Time Guidelines are posted on the City's intranet website at the following location: <https://www.sjcity.net/DocumentCenter/View/4825>.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

SHIFT DIFFERENTIAL

12.4 Shift Differential.

12.4.1 A swing shift differential of ~~one dollar and fifty cents (\$1.50)~~two dollars (\$2.00) an hour shall be paid to employees for each regularly scheduled hour worked after 2:00 p.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 5:00 p.m.

12.4.2 A night shift differential of ~~one dollar and seventy five cents (\$1.75)~~two dollars and thirty-five cents (\$2.35) per hour shall be paid to employees for each regularly scheduled hour worked after 11:00 p.m. and prior to 8:00 a.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 11:00 p.m. and before 8:00 a.m.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

COMMUNITY SERVICE OFFICER TRAINING PAY

12.XX Community Service Officer Training Pay. Community Service Officers (CSOs) shall be eligible for addition pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Community Service Officer trainee during the CSO Academy and field training.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

APPAREL ALLOWANCE

12.XX Apparel Allowance. An annual Apparel Allowance shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear approved apparel.

12.XX.1 Apparel Allowance not to exceed one-hundred dollars (\$100) annually shall be paid to the following classifications:

Code Enforcement Inspector I (3938)
Code Enforcement Inspector II (3939)

12.XX.2 Apparel Allowance not to exceed fifty dollars (\$50) annually shall be paid to the following classifications:

Senior Airport Operations Specialist I (3514)
Senior Airport Operations Specialist II (3516)
Senior Airport Operations Specialist II (3518)
Zoo Keeper FT (6353)

12.XX.1.1 Employees in the Zoo Keeper FT (6353) classification will be responsible for providing their own pants. This City will not provide pants for employees in the Zoo Keeper FT (6353) classification.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

WORKING IN A HIGHER CLASSIFICATION

12.6 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee who is not on probation may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or a vacant position. Assignments to a higher classification due to a vacancy shall not exceed six (6) months.

12.6.1 By mutual written agreement between the City and the Union, an employee assigned to work in a higher classification may be extended in their specific assignment past the aforementioned six (6) month limitation.

12.6.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least five percent (5%) higher in the salary range schedule than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive any compensation, however, unless the assignment is for a minimum of twenty-four (24) cumulative work hours within one pay period and a minimum of four (4) consecutive work hours within each work day. In the event the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive work hours within one (1) work day, the employee shall be compensated at the appropriate rate for all the eligible hours worked in the higher class within the pay period.

12.6.3 Employees assigned to the duties of a higher classification due to a vacancy, and not due to the temporary absence of an employee, shall be compensated at the rate in the salary range of the higher class, pursuant to section 12.6.2 above, for City observed holidays.

12.6.4 Part-Time Unbenefited Employees

12.6.4.1 Part-time unbenefited employees with less than five (5) calendar years of City service may only be required to perform the duties of a higher classification if they meet the minimum qualifications for the higher classification.

12.6.4.1.1 By mutual written agreement the requirements of Article 12.6.4.1 may be waived, and a part-time unbenefited employee with less than five (5) calendar years of service may be required to perform the duties of a higher classification for which

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

they do not meet the minimum qualifications.

12.6.4.2 Part-time unbenefited employees with more than five (5) calendar years of service may be required to perform the duties of a higher classification regardless of whether they meet the minimum qualifications of the higher classification.

12.6.5 Upon written request, the City shall provide the Union with a list of all MEF-represented employees currently working in a higher-class assignment. The list shall be provided no more frequently than every other month, and shall include employee names, permanent classification, the name of the higher classification where work is being performed, and the employee's department.

12.6.5.1 Once an automated workflow that tracks all non-management higher class assignments and approvals within the City's Human Resources Information System has been rolled out Citywide, the City will provide the Union with the start and anticipated end dates on a prospective basis when requests are made pursuant to Article 12.6.5.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

PERSONAL LEAVE

10.2.13 Personal Leave. Each full-time employee shall be entitled to a total of twenty-four (24) hours per payroll calendar year. Such leave may be scheduled in fifteen minute increments, at any time, subject to approval of the supervisor. Personal leave does not accrue. Any such leave not taken by the date of separation for employees separating during the year, or by the end of the last pay period in the calendar year for other employees, shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than 24 hours of Personal Leave in any given calendar year.

10.2.13.1 Full-time employees hired on or after July 1st shall be entitled to only twelve (12) hours of personal leave in the first payroll calendar year in which they were hired.

10.2.13.2 Each benefited part-time employee shall be entitled to annual personal leave of twelve (12) hours per year except that, in the first payroll calendar year of employment, employees hired before July 1st will get twelve (12) hours of annual personal leave and employees hired on or after July 1st will get six (6) hours of annual personal leave.

10.2.13.3 Effective the first pay period of payroll calendar year 2022, an employee on a reduced work week schedule will receive personal leave as indicated in the chart below, even if the actual hours worked exceed that amount.

<u>Scheduled Work Hours per Week</u>	<u>Benefit Level</u>	<u>Hours of Personal Leave</u>
<u>35-39.9 hours per week</u>	<u>100%</u>	<u>24 hours</u>
<u>30-34.9 hours per week</u>	<u>75%</u>	<u>18 hours</u>
<u>25-29.9 hours per week</u>	<u>62.5%</u>	<u>15 hours</u>
<u>20-24.9 hours per week</u>	<u>50%</u>	<u>12 hours</u>
<u>Less than 20 hours per week</u>	<u>Unbenefited</u>	<u>None</u>

10.2.13.4 Effective the first pay period of payroll calendar year 2022, an employee who is promoted or demoted into an MEF-represented classification will have the number of Personal 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.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

BEREAVEMENT LEAVE

10.5 Bereavement Leave. Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to forty (40) work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. All leave must be used within ~~fourteen (14)~~ thirty (30) calendar days following the death of an eligible person. Under extreme circumstances, the ~~fourteen (14)-~~ thirty (30) day requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal. Bereavement leave shall be granted to eligible part-time employees on the same basis and subject to the same restrictions, conditions and limitations as apply to such leave with pay and such compensation for full-time employees; provided, however, that each eligible part-time employee shall be entitled to bereavement leave with pay for a number of hours based on the number of hours per week such part-time employee is indefinitely assigned to work in the employee's regularly scheduled part-time position.

Such number of hours shall be in accordance with the following hours per week scheduling:

<u>Regularly Scheduled Hours Per Week</u>	<u>Hours of Bereavement Leave with Pay</u>
30-34 Hours	Up to 30 Hours
25-29 Hours	Up to 25 Hours
20-24 Hours	Up to 20 Hours

a.	Parents/Step-parents
b.	Spouse
c.	Child/Step-child (<u>including miscarriage or stillbirth</u>)
d.	Brother/Sister/Step-brother/Step-sister/Half-brother and Half-sister
e.	Grandparents/Step-grandparents
f.	Great grandparents/Step-great grandparents
g.	Grandchildren
h.	Sister-in-law/Brother-in-law/Daughter-in-law/Son-in-law
i.	Domestic Partner

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

VACATION ACCRUAL RATES

10.2.1 Eligible Full-time Employee – Vacation. Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

10.2.1.1 Effective the first full pay period of 2022, An-an employee shall accrue vacation leave at a rate specified below for each hour worked in each year of employment as specified:

Years of Service	Hours of Vacation Per 26 Pay Period Cycle
First 5 years First 2 years	80 Hours
3-5 years	100 hours
6-10 years	120 hours
11-12 years	136 hours
13-14 years	152 hours
15-20 years	168 hours
21-24 years	178 hours
25 or more years	188 hours

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

EMPLOYEE WELLNESS

Each calendar year, employees represented by MEF shall be eligible to purchase one (1) annual fitness membership or up to twelve (12) monthly fitness memberships at a 20% discount off the advertised resident fee. This membership provides access to fitness rooms at various Community Center locations and access to a variety of drop-in programs in gymnasiums.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

EDUCATION AND PROFESSIONAL PROGRAM

13.10.2 Part-Time Benefited Employees—Educational and Professional Incentives.
The City will reimburse each eligible ~~benefited~~ employee one-hundred percent (100%) of expenses incurred, up to the maximum amounts per fiscal year listed below. Eligible expenses shall be limited to registration, tuition, fees and textbooks for college accredited courses which are either related to or beneficial for the employee’s current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the eligible amount indicated in the chart below, a prorated amount may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee’s current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement Policy, outlines additional details of the program. The maximum amounts for eligible benefited employees are based on the employee’s established benefit category as follows:

Regularly Scheduled Hours Per Week	Maximum Reimbursement for Part-Time Benefited Employees	Maximum Reimbursement for Part-Time Benefited Employees for non-college accredited courses and others as listed above.
30-34.9 hours	\$750.00	\$225.00
25-29.9 hours	\$625.00	\$190.00
20-24.9 hours	\$500.00	\$150.00
<u>10-19.9 hours</u>	<u>\$250.00</u>	<u>\$100.00</u>

13.10.2.1 Because part-time unbenefited employees are at-will, may not work regular scheduled hours, and are not entitled to any specific hours worked, a part-time unbenefited employee shall be deemed to be within the 10-19 hours benefit level if they have worked at least 520.00 hours within the previous fiscal year (July 1 – June 30).

For example, for a part-time unbenefited employee to be eligible for the education reimbursement described in Article 13.10.2 in Fiscal Year 2021-2022, the employee must have worked at least 520.00 hours between July 1, 2020, and June 30, 2021.

2021 CITY OF SAN JOSE – MEF NEGOTIATIONS TENTATIVE AGREEMENT

CONTRACTING OUT

The City will continue to follow Article 23 in the current MEF 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, including the use of volunteers, 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.

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.

Attachments:

Council Policy 0-41 Service Delivery Evaluation

Council Policy 0-29 Public Private Competition Policy

City of San José, California

COUNCIL POLICY

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 1 of 10	POLICY NUMBER 0-29
EFFECTIVE DATE March 25, 1997	REVISED DATE: October 20, 2009	
APPROVED BY COUNCIL ACTION 3/25/1997, Item 9d; 10/20/2009, Item 4.2(b), Res. # 75137		

BACKGROUND

Over the years, the role of government as a monopolistic provider of public services has evolved into a role as a partner with the private and non-profit sectors in the delivery of public services. Government has chosen to involve others in service delivery due to limited resources, increased demands, and to the recognition that partnerships can leverage the quality and cost-effectiveness of services delivered to the public. At the same time, government continues to deliver many services competitively in-house and also retains the responsibility for core services that require a certain level of government control and accountability.

With an overarching goal of providing quality services to the public in a cost-effective manner, the City of San José mirrors government-wide trends in service delivery. In addition, city employees continue to provide high quality, cost-effective services and to use Continuous Improvement practices to enhance the efficiency and cost-effectiveness of City services. Recognizing the value and quality performance of City employees, Council Policy 0-29 sets forth a preference for using City employees to deliver City services.

In San José and other government agencies, the delivery of public services by private firms has resulted typically from private competition processes, in recognition of the fact that competition challenges private firms to provide better services at lower costs. The current economic recession and the City's responsible actions to address the structural deficit necessitate that the City apply the concept of competition more broadly to determine the most cost-effective method for delivering City services. It is within this context that alternative service delivery options including subjecting services to a competition process in which, City employees themselves, are a competitor, if and when cost effective be considered.

In order to evaluate changes to existing models to deliver services, the City has developed a new Policy to provide a decision-making framework for evaluating a variety of service delivery models, such as City employees, non-profit organizations, private enterprises, or other governmental agencies to identify the most cost effective method for delivering quality public services (Service Delivery Evaluation Policy 0-41). If it is determined that managed competition involving City employees and private contractors will be pursued as a result of the evaluation, this policy will guide the competition process.

The underlying assumptions of this public-private competition process are that government should be competitive in cost and quality with the private sector and that competition provides an incentive to enhance quality and lower costs. To support the City's goal to deliver high quality services to the public in a cost-effective manner, San José seeks to update Council Policy 0-29

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 2 of 10	POLICY NUMBER 0-29
---	------------------------	------------------------------

to define the competition process once a service has been selected for competition, while continuing to retain the preference for City employees to deliver City services and other applicable services.

PURPOSE

The purpose of this policy is to set forth the goals and guiding principles for the public-private competition process and guidelines for conducting a competition process.

POLICY

Overview

It is the policy of the City of San José to deliver quality services in the most cost-effective and efficient manner, within the context of other public policy goals and interests. In conjunction with Council Policy 0-41, Service Delivery Evaluation, the City shall use a public-private competition process to determine the most competitive service delivery method.

The public-private competition process shall consist of a competitive assessment (1) of the in-house service selected for competition prior to issuing requests for proposals (RFP) (2) and a managed competition process (3) during which RFPs are issued. In the competitive assessment, City employees providing the service shall be given an opportunity to implement readily achievable improvements, if necessary, prior to the decision to pursue managed competition. The City shall continue to deliver the service in-house if it is deemed competitive according to the measures set forth later in this policy. The public-private competition process shall be carried out in accordance with the goals and guiding principles set forth in this policy.

A glossary of key terms used in this policy is included in Attachment A.

Goals of Competition

The overall goal of the competition process is to ensure competitive service delivery, regardless of which delivery method is selected ultimately. The goals of the competition process shall reflect the breadth of qualities necessary to be competitive and the broader public interest, rather than simply focus on costs. Accordingly, the goals of the competition process are to:

- Increase responsiveness to customers through flexible service delivery.
- Reduce costs and/or avoid costs.
- Increase efficiencies of service delivery.
- Improve and/or sustain quality and levels of service provided.
- Encourage creativity and innovation in the delivery of services.
- Identify opportunities to leverage resources.
- Ensure the City's mission and scope of services evolve with the changing environment.

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 3 of 10	POLICY NUMBER 0-29
---	------------------------	------------------------------

GUIDING PRINCIPLES

The following principles shall guide the development and implementation of the public-private competition process.

Application of Competition Process: The premise of the public-private competition process is that competition in the marketplace produces value for customers and that either in-house or alternative service delivery methods may produce superior value for customers; therefore:

- The City may subject services that are currently provided in-house to the competition process.
- The City may subject services that are currently contracted out to the competition process.
- The City may also propose to provide services to other government agencies and, when it properly furthers an appropriate public purpose, and to the private sector.

The City shall continue to utilize Continuous Improvement practices to enhance in-house service delivery outside of this process. The City shall also continue to use the current private competitive procurement processes in which the City is not competing and/or other alternative delivery methods without utilizing the public-private competition process, in situations such as when the benefits to the City of alternative service delivery are clear and/or delivery of the service is time-sensitive.

Employee Partnerships: Fair and respectful treatment of employees shall be a cornerstone of the public-private competition process. To achieve the participation and acceptance of City employees, the City shall involve employees and unions (3) throughout the development and implementation of the public-private competition process. The City shall establish appropriate structures to ensure on-going participation of the employees and unions, including, but not limited to, labor and management teams.

Employment Stability: The City's commitment to employment stability for City employees affected by the public-private competition process shall be dependent upon employee and union commitment to flexible redistribution of resources, such as alternative career paths, broadened class specifications, and other measures to allow employees to assume greater and/or different responsibilities in a cost-effective manner.

Consistency with City Policies, and Local, State and Federal Laws: The implementation of the competition process shall be consistent with other City policies and public policy goals, such as the small and local business preference policy, prevailing and living wage policies, community employment standards, and the non-retaliation policy. Employees of private contractors will also have an obligation to meet the requirements of the State Whistleblower Protection Act, <http://www.bsa.ca.gov/hotline/protections>, and the City's Non-Retaliation Policy (Policy 1.1.4) <http://www.sanjoseca.gov/employeeRelations/fraudAudit.asp>.

Furthermore, state law requires that some contractors disclose potential conflicts of interest by filing a statement of economic interest (Form 700) (Political Reform Act under Government Code §§ 81000 et seq.).

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 4 of 10	POLICY NUMBER 0-29
---	------------------------	------------------------------

Level Playing Field: The competition process shall not favor or disadvantage any competitor in the process. The following principles shall apply:

- Request for Proposals (RFP) shall require competitors to provide prevailing wages (1) to their employees when it is deemed to be in the best interest of the City in obtaining the services requested.
- The RFP evaluation process shall include the “Third Tier Review” in accordance with the City’s Living Wage Policy. Specific for this policy Third Tier review shall also include the review of the City’s and contractors’ employee benefits, employee complaint procedures, compliance with state and federal workplace standards, and history of litigation related to breach of contract, or situations in which there is documented evidence of breach of contract. Information should be limited to information that is publicly available.
- Methods for comparing costs shall be reasonable and unambiguous, shall ensure objectivity and integrity of the data, and shall ensure that all direct and indirect (such as those costs which would be avoided if the service is not provided in-house) internal costs and gains associated with outside contracts are captured. Specifically it shall include: transition costs, monitoring and enforcement costs, effects on overhead costs, costs of training and equipment, and projections of future costs.
- Performance standards, deliverables, and corresponding payment schedules shall be outlined in the RFP and quality measures shall be reasonable, quantifiable and unambiguous. Based on the nature of the service contracted for, the RFP will include disclosure of relevant contractor employment standards such as training, screening, and personal background checks.
- Reasonable outreach efforts are to be made to secure a minimum of three proposals on RFPs. In instances where the outreach for a Request for Proposal results in less than three fully responsive proposals, the Administration will determine whether to proceed with the evaluation of the proposals. The Council report shall examine the situation to ascertain the reasons for the small number of responses.
- Contractors Records: All RFP’s conducted pursuant to this Policy and any contract and subcontracts resulting from such RFP’s shall have the following requirements with respect to public records:
 1. Keep and maintain records that ordinarily and necessarily would be required by the City in order to perform the service or activity.
 2. Provide public access to these records as identified in the RFP through requests to the City under the same terms and conditions that the City provides records and at the same cost.
 3. Include specific language in any RFP that identifies initial records to be kept. Any request for additional record keeping will be done on a yearly basis through review of the contract.
 4. Ensure that confidential and exempt records are not disclosed except as authorized by City ordinance or policy.

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 5 of 10	POLICY NUMBER 0-29
---	------------------------	------------------------------

Internal Competitiveness: The City shall make every reasonable effort to enhance the ability of employees to compete successfully on an on-going basis. Actions to accomplish this objective shall include:

- Continuing to utilize Continuous Improvement practices to enhance in-house effectiveness and efficiency on an on-going basis.
- Providing competitiveness training to employees and unions, through a collaborative effort to define needs and select trainers. Training shall include components such as unit cost accounting, development of performance standards, benchmarking, preparation of Requests for Proposals, preparation of proposals, and general business principles.
- Involving internal support functions in competitiveness training and in competition processes for which their operations are a cost factor.
- Removing internal barriers to competitiveness, such as outdated or unnecessary procurement, legal, personnel, financial and other operational procedures.
- Providing alternative rewards (e.g., gainsharing, bonus programs, etc.) for successful employee efforts to reduce service costs and enhance service quality.

Competitive Assessment: Reflecting the preference for in-house service delivery, the competition process shall begin with a competitive assessment of the in-house service function prior to issuing requests for proposals. City employees providing the service shall be given an opportunity to develop and implement readily achievable efficiency and effectiveness improvements prior to the decision to pursue managed competition. Efficiency and effectiveness improvements shall include actions affecting both line staff and management, such as reducing management layers balanced with broadening class specifications to encompass other responsibilities.

In general, the City shall continue to deliver the service in-house in those cases where effectiveness and efficiency is equivalent to or greater than alternative means and where the potential savings for an outside service delivery are less than ten percent (10%) for the same level of service provided in-house, which is the general percentage used in business to account for the cost of contract administration and basic transition costs. Based on the recommendation of the competitive assessment team, the City Manager shall decide if the service will remain in-house or be subjected to managed competition. The decision to keep a service in-house shall be subject to City Council approval.

In situations involving currently contracted-out services and new services, a similar process will be used to determine if the City can deliver the service competitively. In this situation, the assessment will be based on the expected costs of the City providing the service rather than the actual costs. The assessment should also take into consideration the abilities of service delivery models that can create and sustain partnerships that would leverage the quality and cost-effectiveness of services delivered to the public.

Core Capacities and Resources: As part of the decision-making process, the City shall consider the level of core capacities, if any, which should be maintained within the City to enable the City to compete for service delivery in the future and/or to provide the service in the

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 6 of 10	POLICY NUMBER 0-29
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event of a contractor default, changed circumstances, or future non-competitive proposals. Measures to maintain core capacities may include retaining a portion of the service in-house and/or maintaining comparable skills in other units of the City. Where City funds are invested in equipment, real property or other capital assets, the City shall identify appropriate measures to ensure the ability to resume operations in the case of default, changed circumstances, or future non-competitive proposals.

In recognition of the importance of the quality and responsiveness of services that protect public health and safety, core public safety services, including sworn police patrol, fire, and disaster response would not be subject to competition. This policy in no way prevents the augmentation of City services by contractors in the case of a disaster or state of emergency.

Long-Term Competitiveness: To ensure the delivery of competitive services to the public over the long-term, the City shall avoid actions that result in the creation of a “private monopoly” in which only one private firm is likely to be viewed as a tenable provider of a particular service. If the creation of a private monopoly is likely, the City shall consider contracting out only part of the service or not contracting out any of the service. The City shall also monitor contract costs over the long-term to ensure on-going cost competitiveness.

Fair and Reasonable Process: During the competition process, the City shall maintain high ethical standards and avoid any actual or perceived conflict of interest in selecting service providers. The City’s existing Code of Ethics (SJMC 16.46.010) and the Procurement Integrity and Conflict of Interest Policy (Council Policy 0-35) shall apply.

APPROACH FOR PUBLIC-PRIVATE COMPETITION PROCESS

Following is the general approach for conducting the public-private competition process.

Competitive Assessment (1)

1. Select service for competition and identify target dates for completion in Administrative Work Plan.
2. Conduct competitive assessment of in-house service.
3. Implement effectiveness and efficiency improvements as needed.
4. Determine next step based on competitiveness of in-house service.

Managed Competition Process (if decision is made to continue the competition process)

1. Develop Request for Proposal (RFP).
2. Issue RFP.
3. Conduct RFP process.
4. Select provider.
5. Conduct a financial analysis and risk assessment
6. Monitor performance and costs

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 7 of 10	POLICY NUMBER 0-29
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Competition Training

The training plan will be a collaborative effort with employees as called for in the “Employee Partnerships” principle. The City may seek assistance from consulting firms with hands-on experience in preparing employees for competition. A general training module will be available to all City employees. Specific skills needed to successfully participate in the competition process will be provided to employees participating in the competition process. The general and specific training modules will focus on the following general areas; however the modules will be customized based on an assessment of employee training needs.

1. Introduction to competition to discuss the need to be more competitive in this changing environment as well as increased awareness of possible ethical conflicts during the competition process.
2. Benchmarking to assess where we are and what we need to do to improve.
3. Flowcharting the service delivery process to understand how the current process works.
4. Data collection methodologies to collect relevant information on costs, performance measures and customer satisfaction.
5. Continuous Improvement principles, tools, and techniques for streamlining work processes and implementing improvements.
6. Writing effective RFPs.
7. Responding to RFPs.
8. Identifying and implementing opportunities for improvement.
9. Contract development and management.

EMPLOYMENT OPTIONS

Outside Contractor Employment

In the event that managed competition results in the outside delivery of a service previously provided in-house, the City shall facilitate the transition of employees to the successful contractor, if the contractor and the employees elect to pursue this option. Contractors are not required to hire displaced employees. Actions to facilitate the transition to private employment with the successful contractor shall include, but not be limited to:

Requiring outside contractors that create new jobs or have currently existing job vacancies to deliver a City service to first consider displaced city employees for new jobs.

Providing one-time incentives to employees that accept employment offers from the successful contractor.

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 8 of 10	POLICY NUMBER 0-29
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“No-Lay-Off” Provision”

In the event that managed competition results in the outside delivery of a service previously provided in-house, the City shall provide any person displaced with other employment opportunities within the City to totally avoid the need for lay-offs. Appropriate lay-off procedures under the Memorandum of Agreement or Civil Service Rules shall apply. When the “bumping” procedures are used, City employment will be offered to affected employees.

“No Lay-Off” means no separation from City employment, unless the employee is hired by the successful contractor or chooses lay-off in-lieu of internal placement. If the employee remains with the City, the employee will not experience a reduction in current pay, although the employee may be transferred, assigned to a different classification, have salary Y-rated, or have other opportunities for employment. The no lay-off provision shall not apply in situations other than reductions in positions resulting from the public-private competition process.

In addition to the obligations in the Civil Service Rules and the City’s Memoranda of Agreement, the City shall mitigate the impacts of the change in service delivery with actions including, but not limited to, the following:

- Notifying the unions, the Office of Employee Relations, and the Department of Human resources (HRD) of the impending competition process.
- Committing to full partnerships with the employees and unions and meeting and conferring with unions as the sole representative of the employees, as appropriate in accordance with state statute.
- Banking appropriate vacancies to prepare for the impending competition.
- Identifying opportunities for moving displaced personnel into other City positions with comparable benefits and salary levels without compromising current job standards.
- Assisting employees in transition by offering training and cross-training.
- In the event an affected employee elects not to accept a position within the City, the employee shall separate from City employment within 30 days and the City shall provide outplacement support services for the employee for 60 days following separation from the City.

Meet and Confer Provision

For purposes of this policy, the meet and confer process shall incorporate the following principles:

- The process shall consider the competing interests of other stakeholders beyond the affected employees.

TITLE PUBLIC PRIVATE COMPETITION POLICY	PAGE 9 of 10	POLICY NUMBER 0-29
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- Flexibility in redistribution of resources is necessary to guarantee employment protection.
- The process shall attempt to coordinate solutions city-wide, not just in one bargaining unit.

(1) See Attachment A “Glossary” for definition of term

(2) Requests for Qualifications (RFQs) and Requests for Information (RFI) may also be a part of the managed competition process.

(3) “Unions” and “bargaining units” are used interchangeably throughout this policy.

Attachment:

A. Glossary of Terms

ATTACHMENT A
GLOSSARY OF TERMS

The following definitions shall apply within this policy and to related actions:

Service delivery evaluation refers to an evaluation of a range of methods of delivering services to the public via City employees, non-profit organizations, private enterprises, or other governmental agencies for providing community services on behalf of the City.

Competitive Assessment refers to a process used to determine the competitiveness of in-house delivery of a particular service. A competitive assessment team conducts the assessment including identification of costs and performance measures, comparisons to industry standards, and development of benchmarks. The department providing the service subsequently implements readily achievable improvements in effectiveness and efficiency.

Contracting out refers to the City entering into an agreement with a private firm, governmental agency or non-profit organization, to manage a public program, provide a service or construct a public project with public funds.

Managed Competition refers to a process whereby City employees as well as other public and private entities may propose for the right to deliver specific services over a specified period of time.

Prevailing Wage refers to the California Labor Code definition, which defines prevailing wages as the basic hourly rate being paid to a majority of workers engaged in a particular classification within a given area. If there is no single rate being paid to the majority, then the prevailing wage is defined as the single rate being paid to the greatest number of workers in the given classification. Prevailing wage includes per diem payments for fringe benefits such as health, pension, vacation and travel time.

Privatization refers to a broad range of arrangements through which public services are delivered in whole or in part by the private sector.

Public-private Competition is a process whereby the City determines the optimum method for delivering public services. The process includes a competitive assessment of in-house delivery of the service. If the decision is made to issue a request for proposals, the city participates in a managed competition process. Public-private competition is distinguished from "private competition wherein the City is not a competitor.

City of San José, California

COUNCIL POLICY

TITLE SERVICE DELIVERY EVALUATION	PAGE 1 of 4	POLICY NUMBER 0-41
EFFECTIVE DATE October 20, 2009	REVISED DATE	
APPROVED BY COUNCIL ACTION October 20, 2009, Item 4.2(b), Res. No. 75137		

BACKGROUND

The City is responsible for regularly reviewing services provided to residents to ensure service delivery is as cost effective as possible. An extraordinarily difficult economic climate and the City's responsible actions to address the structural budget deficit have generated particular interest and discussion on how such reviews are conducted and decisions made to change service delivery methods, particularly when outsourcing services. During this challenging period, the City has benefited from substantial reductions in the costs of services as a result of compensation concessions by its public employees. It is within this context that evaluations of service delivery resulting in contracted services, if and when cost effective, be undertaken.

Based upon City Council direction to review the City's competition policies, staff has worked with a group of stakeholders representing labor, business, and non-profit community interests. As a result of this consultation, staff has developed recommendations for a structured approach to evaluating and selecting among a variety of service delivery models. For the purpose of establishing a policy and consistency in practice, the term "Service Delivery Evaluation" is used here to broadly encompass the evaluation of a range of service providers, including City employees, non-profit organizations, private enterprises, or other governmental agencies for providing services to the Community on behalf of the City.

PURPOSE

The purpose of this policy is to provide a decision-making framework for evaluating a variety of service delivery models.

POLICY

It is the policy of the City of San José to use an efficient and transparent process for evaluating service delivery methods, which:

- applies consistent decision-making criteria;
- ensures that stakeholders have the opportunity to provide input to decisions; and,
- results in quality, cost effective services that leverage the unique strengths of public, private, and nonprofit sectors in service delivery.

TITLE	PAGE	POLICY NUMBER
SERVICE DELIVERY EVALUATION	2 of 4	0-41

Implementation

Step 1. Evaluations of existing service delivery may be undertaken at any time. The evaluations may result in changes among services currently provided in-house and those currently contracted out and new services. The City Manager shall consider recommendations for evaluations of existing service delivery from the City Council, City Attorney, City Auditor, department heads, bargaining unions, and the public and private sector. Concepts of service evaluations will be advanced prior to the formal annual budget process to the extent feasible, in order to maximize the opportunity to carefully consider the potential effects (positive and negative) of a proposed service delivery method change.

The City Manager will inform the Council early in the process of the service models undergoing a business case analysis. For proposals to be considered as part of the annual budget, Council will be informed no later than the “City Manager’s Budget Request and Five Year Forecast and Revenue Projections for the General Fund and the Capital Improvement Program” submitted each year in February. Formal decisions to proceed with a service delivery change may be made at the time of the annual budget adoption, in order to ensure that resources are allocated accordingly.

The implementation process described in this Policy will only be applied to projects that meet specific size thresholds. Smaller service delivery changes may proceed (as prescribed under other rules and policies) using elements of this process when appropriate, but will not require the extensive process described below:

1. For the purposes of this Policy, a business case analysis will be undertaken to evaluate Service Delivery changes that are expected to result in the addition, deletion, or reclassification of four (4) or more City full-time equivalent (FTE) positions.
2. This process will not be applied to service eliminations due to budget cuts, episodic, one-time, or temporary work.

Step 2. A business case analysis will be prepared to determine the full cost, including transition and management expenses, for the City to deliver an existing service differently.

Step 3. The business case analysis will be reviewed with stakeholders and made available to the general public. As applicable, the Administration will meet and confer with affected City employee bargaining units.

This review will provide a preliminary Administration recommendation on the service delivery approach to be pursued and the applicability of Council Policy 0-29, Public Private Competition Policy, based upon the following decision-making criteria:

1. What is the potential impact on public employees currently providing the service and on the workforce in general with respect to issues such as workload, productivity, diversity, and availability of measures to mitigate negative impacts? Impacts will specifically be evaluated relative to the City’s core values (Integrity * Innovation * Excellence * Collaboration * Respect * Celebration).
2. Is it practical for City staff to provide the proposed service (versus being precluded by proprietary, supply chain, or other factors)?

TITLE	PAGE	POLICY NUMBER
SERVICE DELIVERY EVALUATION	3 of 4	0-41

3. Is there limited market competition for the service or other reasons that the City directly providing the service would protect public interests from default or service interruption?
4. Is there currently a City staff unit capable of and interested in developing a managed competition proposal?
5. Is the workload sufficiently steady to support a permanent workforce (versus episodic)?
6. Is a City interest served by being a long term direct service provider, such as avoiding future costs?
7. Is the service model likely to improve the quality, customer satisfaction, and/or responsiveness for the same or lower cost, with particular focus on the General Fund?
8. Do local, state and federal laws, regulations, and funding guidelines restrict the method of service delivery, and if so can these restrictions be changed?
9. What risks to the City and public do the service delivery models present, and how would these risks be managed?
10. Is the City able to cost-effectively maintain the specialized skills, technology, and equipment needed for the service?
11. Does the service delivery model maximize the leveraging of prospective non-City resources (such as sponsorships and donations)?
12. Is there management and administrative capacity to support the in-house workforce or contract oversight needed?

Step 4. The decision to pursue changes to the existing service delivery model, including whether managed competition including City employees will be pursued, will be presented to the City Council for approval. This will include the allocation of resources (funding and personnel) to complete any required procurement process.

Step 5. The Administration will issue a request for proposal (or other procurement process) for service provider selection, managed competition, or other partnership agreements as applicable. The City's Public Private Competition Policy (Council Policy 0-29) will guide the managed competition process.

Step 6. The Administration will present for approval by the City Council results of the procurement process. In making its recommendations, the Administration will compare the proposed agreement to the business case analysis and either validate its preliminary recommendation or identify material differences. The Administration will consult with stakeholders in advance of presenting its recommendations to the City Council, including as applicable, meeting and conferring with affected City employee bargaining units.

Step 7. The City will monitor any resulting contract to ensure quality and ongoing cost competitiveness, with reporting and renewals consistent with other City rules and policies.

TITLE SERVICE DELIVERY EVALUATION	PAGE 4 of 4	POLICY NUMBER 0-41
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DEFINITIONS

Service delivery evaluation refers to the evaluation of a range of methods of delivering services to the public via City employees, non-profit organizations, private enterprises, or other governmental agencies for providing community services on behalf of the City.

Managed Competition refers to a process whereby City employees as well as other public and private entities may propose to deliver specific services over a specified period of time.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

MAINTENANCE OF MEMBERSHIP

6.3 Maintenance Of Membership

6.3.1 ~~Except as otherwise provided herein, each~~ Each employee who, on ~~July 1, 2018~~ July 1, 2021, is a member in good standing of the Union shall thereafter, as a condition of employment, maintain such membership for the duration of ~~this Agreement~~ the agreement outlined on the union membership application card signed by the employee, to the extent of paying the periodic dues uniformly required by the Union as a condition of retaining membership.

6.3.2 Any employee who, on ~~July 1, 2018~~ July 1, 2021, is not a member of the Union, nor any person who becomes an employee after ~~July 1, 2018~~ July 1, 2021, shall not be required to become a member as a condition of employment. Any such employee who thereafter becomes a member of the Union shall thereafter maintain such membership for the duration of the agreement outlined on the union membership application card signed by the employee ~~the Agreement, except as otherwise provided herein.~~

6.3.3 Any employee who, ~~on July 1, 2018, was~~ is a member of the Union, ~~and any employee who subsequently becomes a member may during the period beginning June 1, 2021 through June 30, 2021, resign such membership according to the agreement outlined on the union membership application card, and thereafter, shall not be required to join as a condition of employment. The Union will notify Resignation shall be in writing addressed to the City's Municipal Employee Relations Officer, or designee, with a copy to the Union of any resignations of union membership.~~

6.3.4 The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of the application of or implementation of the provisions of this Article.

6.4 Agency Fee Employee Rights

6.4.1 Employee Rights

6.4.1.1 The City and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

6.4.1.2 Accordingly, membership in the Union shall not be compulsory. An employee has the right to choose to become a member of the Union.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

SENIOR AIRPORT OPERATIONS SPECIALIST

The City shall add reviewing the education and experience minimum qualifications for the Senior Airport Operations Specialist series to the Human Resources Department's workplan.

2021 CITY OF SAN JOSE – MEF NEGOTIATIONS TENTATIVE AGREEMENT

NON-DISCRIMINATION

3.4 Non-Discrimination

- 3.4.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of ~~race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, medical condition or disability~~any protected category or status enumerated within City Administrative Policy Manual, Section 1.1.1, Discrimination and Harassment Policy. The parties further agree that this Section 3.4.1 shall not be subject to the Grievance Procedure provided in this Agreement.
- 3.4.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of any authorized activity on behalf of the Union. The parties further agree that this Section 3.4.2 may be subject to the Grievance Procedure provided in this Agreement.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

SENIOR AIRPORT OPERATIONS OVERTIME

MEF and the City agree to continue discussions regarding Senior Airport Operations overtime bidding procedures.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

WAGE SCALES

The City shall endeavor to publish the wage scales of all MEF represented classifications on the Office of Employee Relations website and provide a link to the wage scales in the MEF contract.

2021 CITY OF SAN JOSE – MEF NEGOTIATIONS TENTATIVE AGREEMENT

RELEASE TIME

6.2 Release Time

6.2.6 The City will provide up to two (2) hours of paid release time per month for ~~up to ten (10)~~ Officers, Stewards, or MAT Captains designated by the Union for the purpose of attending the Union's monthly Stewards' meeting or MAT meeting. A list of the designated employees and their supervisors shall be provided to the Office of Employee Relations at least five (5) working days in advance of the scheduled meeting. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

**2021 CITY OF SAN JOSE – MEF NEGOTIATIONS
TENTATIVE AGREEMENT**

CITYWIDE LMC RELEASE TIME

21.9 City-Wide Labor Management Committee

21.9.1 Purpose. To provide regular communication between the Union and the City, to solve workplace issues, to provide training for and support to the departmental labor management committees, and to facilitate positive Union-management relations.

21.9.2 Structure. Management shall include up to two representatives from Employee Relations and one representative from Human Resources. Labor shall include two Officers and one Business Agent. Additional representatives may be requested to participate on specific issues. Issues for discussion and the meeting schedule will be mutually agreed upon. Decision-making will be by consensus.

21.9.3 Authority. The City-Wide Committee will coordinate and provide training and support to department labor management committees as requested, and shall address city-wide issues. The City-Wide Labor Management Committee is authorized to enter into tentative agreements pending usual authority and/or ratification processes. This process is not designed or intended to address individual grievances, review personnel issues, appeal disciplines, replace the steward system, or appeal decisions of department Labor Management Committees.

21.9.4 Release Time. The City will provide up to ~~one-two~~ (+2) hours of paid release time for up to three (3) Union representatives for the purpose of preparing for the City-Wide Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

City-Paid Parental Leave Pilot Program

Effective as soon as practicable, the City of San Jose ("City") and the Municipal Employees' Federation (MEF) agree to conduct a City-Paid Parental Leave Pilot Project ("Pilot Program").

The terms and conditions of the Pilot Program shall be as follows:

- Effective for births, adoptions or foster care placements that occur after the implementation of the Pilot Program, full-time employees shall be eligible for City-Paid Parental Leave for a maximum of one (1) week consisting of up to forty (40) hours of continuous paid time off for the following City-Paid Parental Leave reasons:
 - a) The birth of a child of the employee or the employee's registered domestic partner.
 - b) The placement, through adoption or foster care, of a minor child with the employee or the employee's registered domestic partner

In addition to the forty (40) hours of continuous paid time off, full-time employees shall also be eligible use up to 120 hours of their available sick leave for City-Paid Parental Leave reasons

- "Child" means a biological, adopted, or foster child who is under 18 years of age.
- An individual may be eligible for City-Paid Parental Leave on any day in which he or she is unable to perform his or her regular or customary work because of one or more City-Paid Parental Leave reasons.
- To be eligible for the City-Paid Parental Leave an employee must have passed probation and completed at least 2,080 hours of service from the most recent date of hire.
- Employees must complete a Leave of Absence Application 30 days prior to the commencement of leave where possible and submit required documentation upon request by the City. Requests for City-Paid Parental leave are subject to approval by the employee's Department Director/designee.
- City-Paid Parental Leave shall be provided once per payroll calendar year. City-Paid Parental Leave is not an accrued benefit and not subject to pay out upon termination of employment. Thus, employees are not paid out their City-Paid parental Leave when they leave the City and City-Paid Parental Leave may not be carried over beyond the end of the last day of pay period 26 for each payroll calendar year. City-Paid Parental Leave is a "use it or lose it" benefit based on the payroll calendar year. The payroll calendar year begins the first day of pay period one and ends the last day of pay period 26.
- All leave provided under this Pilot Program runs concurrently with qualifying leave under the federal Family and Medical Leave Act and California Family Rights Act.

- City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

The provisions contained in this Side Letter will expire on June 30, 2023.


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 MEF and approved by the City Council.

FOR THE CITY:

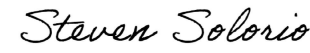
 8/6/2021

Jennifer Schembri Date
Director of Human Resources
Director of Employee Relations

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker Date
Business Representative MEF,
AFSCME, Local 101

 8/4/2021

Steve Solorio Date
President
MEF, AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Shift Differential Hours Pilot Program

The City and the Municipal Employees' Federation (MEF) agree to conduct a Shift Differential Hours Pilot Program (Pilot Program) for the following classifications:

- Public Safety Communications Specialist (8515/8535)
- Public Safety Radio Dispatcher (8514/8534)
- Senior Public Safety Dispatcher (8513/8533)
- Supervising Public Safety Dispatcher (8512)
- Senior Airport Operations Specialist I/II/III (3514/3516/3518)


During this Pilot Program, the hours determined by the department to coincide with a Swing or Grave shift shall be paid using the given shift differential as outlined in Section 12.4 of the MEF Memorandum of Agreement.

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 MEF and approved by the City Council. This Pilot Program is effective only during the term of the 2021-2023 MEF MOA, and shall expire on **June 30, 2023**.

FOR THE CITY:

FOR THE UNION:

 8/6/2021
 _____ Date
 Jennifer Schembri
 Director of Human Resources
 Director of Employee Relations

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)
 _____ Date
 Carol McEwan (in lieu of) John Tucker
 Union Representative, AFSCME Local 101

 8/4/2021
 _____ Date
 Steve Solorio
 MEF President, AFSCME Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Library Safety and Security Committee

A Library Safety and Security Committee (Committee) is being established by the Library Department management to discuss issues related to employee and patron safety and security at the City's library branches. The Committee will be an employee working group responsible for reviewing current safety and security practices and procedures, evaluating reported data, and providing feedback on policy/procedures improvements. The Committee will also work with TRC Solutions, the third-party vendor that has been hired to conduct a security assessment of library facilities.

MEF shall have two representatives on the Library Safety and Security Committee.

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 MEF and approved by the City Council.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri 8/6/2021
Jennifer Schembri Date
Director of Human Resources
Director of Employee Relations

Carol McEwan Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)
Carol McEwan (in lieu of) John Tucker Date
Union Representative, AFSCME Local 101

Steven Solorio 8/4/2021
Steve Solorio Date
MEF President, AFSCME Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Classification Review

The City and the Municipal Employees' Federation (MEF) agree that the City will conduct a classification review for the following classifications:

- Youth Outreach Worker I
- Youth Outreach Worker II
- Youth Outreach Specialist
- Permit Specialist
- Senior Permit Specialist
- Principal Permit Specialist

It is the goal of the City and MEF for these reviews to be completed within 4-6 months following a tentative agreement between the parties. Following this review, the City agrees to meet and confer with MEF over the results of this review, including classification changes and/or wage 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 MEF.

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 MEF and approved by the City Council.

FOR THE CITY:




Jennifer Schembri
Director of Human Resources
Director of Employee Relations

8/6/2021

Date

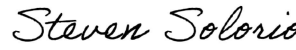
FOR THE UNION:



Carol McEwan (in lieu of) John Tucker
Union Representative, AFSCME Local 101

Aug 5, 2021

Date



Steve Solorio
MEF President, AFSCME Local 101

8/4/2021

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Calculation of Overtime for Employees in the Police Data Specialist Series

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding the calculation of overtime compensation:

- 7.12.1 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. With the exception of Holiday Leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Police Data Specialist class series listed below in the Police Department are required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department.

- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialist II
- Police Data Specialist II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist

Effective the beginning of the first full pay period following union ratification and Council approval in open session of a tentative agreement for a successor memorandum of agreement, the City and MEF agree to extend the previous side letter agreement which provided that all paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications in the Public Data Specialist class series listed above, and only during the term of this Agreement.


This Agreement shall expire on **February 28, 2022**. Either party may, at any time, terminate the Agreement prior to February 28, 2022, upon fifteen (15) day advance written notice being provided to the other party.

FOR THE CITY:

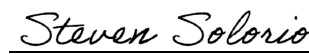


Jennifer Schembri 8/6/2021
Director of Human Resources Date
Director of Employee Relations

FOR THE UNION:



Carol McEwan (in lieu of) John Tucker Aug 5, 2021
Business Representative MEF, Date
AFSCME, Local 101



Steve Solorio 8/4/2021
President Date
MEF, AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Recruitment and Retention Discussions

The City and MEF agree to meet and discuss the status of any recruitment, retention, and/or staffing issues within the following classifications:

- Public Safety Radio Dispatcher Series
- Police Data Specialist Series
- Latent Fingerprint Examiner Series


These discussions shall start in approximately January 2022.


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 MEF and approved by the City Council.

FOR THE CITY:

FOR THE UNION:

 8/6/2021
 _____ Date
 Jennifer Schembri
 Director of Human Resources
 Director of Employee Relations


 Carol McEwan (Aug 5, 2021 19:48 PDT) Aug 5, 2021
 _____ Date
 Carol McEwan (in lieu of) John Tucker
 Union Representative, AFSCME Local 101

 8/4/2021
 _____ Date
 Steve Solorio
 MEF President, AFSCME Local 101

Side Letter Agreement

BETWEEN
THE CITY OF SAN JOSE
And
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

POSITION REALLOCATION REQUEST PROCESS


The parties agree that San Jose Municipal Code 3.04.540 provides that the Director of Human Resources has the authority to determine if a Reallocation Program should be in place at any given time and may establish procedures for allowing an individual employee to request reallocation of their position, if it is determined by the Director of Human Resources that providing a means for individual employees' job classifications to be reviewed and changed, if appropriate, is beneficial to the quality of the City of San Jose's employment systems.

The Director of Human Resources will review any reallocation requests on a case by case basis, provided that such request is (1) made directly by the Department Director or the Union, (2) is based on extenuating circumstances, and (3) is supported by the Department Director. Any such requests should be made prior to the submission of the Position Reallocation Request Form.

The Director of Human Resources will analyze relevant job information and approve or deny the Department Director and/or Union's request to review the reallocation. If the review request is approved, the Department may then submit the Position Reallocation Request Form to Human Resources for processing. Approval to review a position reallocation request does not guarantee approval of the request itself.


The parties agree that this Agreement shall not serve as precedent for future agreements and this Agreement shall not be construed or implied to obligate the parties to enter into any similar agreements in the future. This Agreement is considered part of a tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council, and is effective only during the term of the successor MOA.

FOR THE CITY:

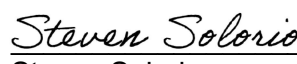
 8/6/2021

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker
Date Business Representative, AFSCME

 8/4/2021

Steven Solorio Date
MEF President, AFSCME

Side Letter Agreement

BETWEEN
THE CITY OF SAN JOSE
And
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

BILINGUAL PAY

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to the 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 MEF and approved by the City Council.

FOR THE CITY:

 8/6/2021

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker
Date Business Representative, AFSCME

 8/4/2021

Steven Solorio Date
MEF President, AFSCME

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Living Wage

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to the City's Living Wage.


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FOR THE CITY:

 8/6/2021

Jennifer Schembri Date
Director of Human Resources
Director of Employee Relations

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker Date
Union Representative, AFSCME Local 101

 8/4/2021

Steve Solorio Date
MEF President, AFSCME Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Community Services Officer I/II Duties

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to the assigned duties of Community Services Officer I/II classifications.


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 MEF and approved by the City Council.

FOR THE CITY:

 8/6/2021

Jennifer Schembri Date
Director of Human Resources
Director of Employee Relations

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker Date
Union Representative, AFSCME Local 101

 8/4/2021

Steve Solorio Date
MEF President, AFSCME Local 101

Side Letter Agreement

BETWEEN
THE CITY OF SAN JOSE
And
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)


FLEXIBLE WORKPLACE POLICY

The City and MEF 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.


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 MEF and approved by the City Council.

FOR THE CITY:

 8/6/2021

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE UNION:

 Aug 5, 2021
Carol McEwan (Aug 5, 2021 19:48 PDT)

Carol McEwan (in lieu of) John Tucker
Date Business Representative, AFSCME

 8/4/2021

Steven Solorio Date
MEF President, AFSCME

Side Letter Agreement

BETWEEN
THE CITY OF SAN JOSE
And
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

RESUMING ON-SITE WORK SAFELY

The City will continue to provide the Municipal Employees' Federation (MEF) 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.


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 MEF and approved by the City Council.

FOR THE CITY:


 8/6/2021

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE UNION:

 Aug 5, 2021
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Carol McEwan (in lieu of) John Tucker
Date Business Representative, AFSCME

 8/4/2021

Steven Solorio Date
MEF President, AFSCME