

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF BUILDING, MECHANICAL AND ELECTRICAL INSPECTORS (ABMEI)
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21 (AEA)
THE ASSOCIATION OF LEGAL PROFESSIONALS (ALP)
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE LOCAL 21 (AMSP)
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION, AFSCME LOCAL NO. 101 (CEO)
THE SAN JOSE FIRE FIGHTERS, IAFF LOCAL 230 (IAFF)
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332 (IBEW)
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME LOCAL NO. 101 (MEF)
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 3 (OE#3)
THE SAN JOSE POLICE DISPATCHERS' ASSOCIATION (SJPDA)
THE SAN JOSE POLICE OFFICERS' ASSOCIATION (POA)
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

City Healthcare Program

1. New Full-Time Employees and Current Employees Not Previously Eligible for Benefits
 - a. The parties agree that, retroactively effective to January 1, 2022, new full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time position eligible for benefits, and hired on or after January 1, 2022 through December 31, 2024, and who enroll in a healthcare plan provided by the medical insurance provider with the second highest overall employee enrollment on or after the date of this Agreement, shall receive a one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750).
 - (i) To be eligible for the one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750), the employee must be enrolled for medical plan year 2022, 2023 or 2024 in a healthcare plan provided by the medical insurance provider with the second highest overall employee enrollment, and the employee must be an active City employee on the date the lump sum payment is made.
 - (ii) This one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750) shall be made in the paycheck issued two pay periods after the employee enrolls in the eligible healthcare plan.
 - (iii) New full-time employees who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date are not eligible for this one-time non-pensionable lump sum payment.
 - (iv) The parties agree that the City retains the ability to end the one-time non-pensionable lump sum payment program at any time upon the City's sole

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discretion. The City will meet and discuss with the bargaining units before ending the program.

2. Current Employees

- a. The parties also agree that the City may choose to offer all current employees who, through the City's Open Enrollment events in 2023 for medical plan year 2024 or 2024 for medical plan year 2025, move from the healthcare plan provided by the medical insurance provider with the highest overall employee enrollment to the healthcare plan provided by the medical insurance provider with the second highest overall enrollment, shall also receive a one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750). The City will determine at least two months before the Open Enrollment events if the City will exercise this option based on the overall enrollment in the healthcare plans.
 - i. To be eligible for the one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750), the employee must make a change to be enrolled for medical plan year 2024 or 2025 in a healthcare plan provided by the medical insurance provider with the second highest overall employee enrollment, and the employee must be an active City employee on the date the lump sum payment is made.
 - ii. This one-time non-pensionable lump sum payment of seven hundred fifty dollars (\$750) shall be made in the paycheck issued two pay periods after the beginning of the new medical plan year.
 - iii. Employees are not eligible for this lump sum payment if they are already enrolled in the healthcare plan with the second highest overall enrollment.
 - iv. The parties agree that the City retains the ability to end the one-time non-pensionable lump sum payment program at any time upon the City's sole discretion. The City will meet and discuss with the bargaining units before ending the program.

The terms of this Side Letter Agreement shall become effective when signed by all parties below and shall be incorporated into the current or successor MOAs of the bargaining units.

FOR THE CITY:



Jennifer Schembri
Director of Employee Relations/
Director of Human Resources

11/17/2022

Date



Cheryl Parkman
Assistant to the City Manager

11/14/2022

Date

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FOR THE UNIONS:

 John Tucker AFSCME Local 101	11/15/22 Date	/s/ Jeremy Cabaccang Jeremy Cabaccang OE#3/POPRA	11/17/2022 Date
 Julie Jennings President, CAMP	11/14/2022 Date	 Terra Chaffee President, ALP	11/17/22 Date
 Jesse Perez President, AMSP	11/15/22 Date	 Frank Crusco Chief Steward, IBEW	11-16-22 Date
 Mary Reed President, ABMEI	11/17/2022 Date	 Florin Lapustea President, AEA	11/15/22 Date
/s/ Matt Tuttle Matt Tuttle President, IAFF	11/17/2022 Date	/s/ Sean Pritchard Sean Pritchard President, POA	11/17/2022 Date
 Elizabeth Kamya IFPTE Local 21	11/15/22 Date	 Long Vu IBEW	11/16/22 Date
 Cindy Harlin President, MEF	11/15/2022 Date	 Amber Ospina President, SJPDA	11/15/22 Date