

Proposal made by MEF - AFSCME Local 101 to the City of San Jose

The provisions contained herein are individual proposals. Language not changed herein will remain unchanged. The Union(s) reserves the right to amend, withdraw or add to this proposal.

Submitted on: 03/22/2023 @_____

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 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.~~

6.2 Release Time

Full-Time Union Release Time:

In addition to the other time outlined in Section 6, a total of two and one-half positions (2.5) shall be allocated to the Union for City paid release time and allocated as follows:

Union	Number of Positions
MEF President	1.0
MEF Chief Steward	1.0
Additional Position Chosen by MEF	0.5
Total	2.5

Bargaining Successor Agreements:

~~MEF shall be allowed ten (10) members to participate in the negotiation process for the negotiation of successor agreements, including caucus time.~~

6.2.5 Release Time For Steward Training:

~~The Chief Steward and~~ Department Stewards shall be granted a maximum of ~~sixteen (16) eight (8)~~ hours paid release time during each calendar year to participate in training sessions related to the provisions of this agreement, jointly conducted by Union and City representatives according to an outline of such training activities to be submitted by the Union to Employee Relations for approval a minimum of 21 calendar days prior to the training session. ~~In addition, each calendar year, newly appointed Stewards shall be granted an additional eight (8) hours paid release time to participate in basic training sessions conducted by Union and City representatives. If no jointly conducted trainings are offered in a particular calendar year, the Union may elect to rollover the allotted release time hours to the following year allowing up to sixteen (16) hours of paid release time for participation in training sessions.~~

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6.5.1.1 Voluntary Deductions:

The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, **up to two (2) separate** voluntary deductions in addition to those described in Section 6.5.1, provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the **Union employee** provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

6.8 New Employee Orientation:

The City shall provide designated MEF representative(s) reasonable access to new employees during the new employee orientations for full-time and part-time employees, **which will be held in person where possible**, to provide information on MEF. Attendance at any presentations by MEF shall be voluntary on the part of the new employee. The Human Resources Department shall work out arrangements with designated MEF representatives.

6.9 Employee Lists: (placeholder)

The City shall provide at no charge to the Union, a monthly printout listing bargaining unit employees by department and position, worksite location (to the extent available), full-time equivalency, and employee address. The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status. The Union agrees that such information will be treated in a confidential manner.

7.3.1

Full-time employees in the **Senior—Airport Operations Specialist Series (including Senior classification (3514)** in the Airport Department, full-time employees in the **Animal Services Officer Series classification (3252) (including Senior)** in the Public Works Department, ~~and/or full-time employees in the Senior Animal Services Officer classification (3251) in the Public Works Department~~ shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

7.6 Rest Period Full-time Employees: (placeholder)

A fifteen (15) minute rest period will be provided in each half of the regularly scheduled work shift. Insofar as is possible, rest periods shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

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7.10.1 Alternative Work Schedules:

Employees may be eligible for an Alternative Work Schedule, including remote work, subject to the provisions and conditions in the City of San Jose Alternative Work Schedules Policy. Employees requesting alternate work schedules and or remote work will not be unreasonably denied. ~~Neither the failure of the Department to enter into an alternative schedule agreement, nor the termination by the Department of any such agreement, shall be subject to the Grievance Procedure provided in Article 21.~~

8.5 Shift Bidding:

As of the date of this agreement, shift bidding guidelines exist for, but are not limited to, the following classifications:

- Animal Services Officers
- Community Service Officer Series
- Senior Airport Operations Specialist Series
- Latent Fingerprint Examiner Series
- Police Data Specialist Series
- Public Safety Radio Dispatcher Series (Fire Department)
- ~~• Public Safety Radio Dispatcher Series (Police Department)~~
- Animal Health Technicians
- Animal Care Attendants

10.2.14 Personal Leave:

Each full-time employee shall be entitled to a total of ~~thirty two (32) 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 ~~thirty two (32) 24~~ hours of Personal Leave in any given calendar year.

12.6.5 HCL Lists:

~~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.

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12.10 Uniform Allowance:

An annual Uniform Allowance not to exceed ~~one thousand (\$1,000) five-hundred dollars (\$500)~~ 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 an approved uniform.

12.10.3 Full-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed ~~\$1,000 \$500.00~~ annually. A lump sum Payment shall be made during the first ~~two (2)~~ pay period of each year ~~month, in the amount of \$20.83 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s)~~

12.10.4 Part-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed ~~\$500 \$250.00~~ annually, except for those employees in the classification of School Crossing Guard. A lump sum Payment shall be made during the first ~~two (2)~~ pay period of each year ~~month, in the amount of \$10.41 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s)~~

12.10.4.1 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work over 600 hours during the payroll calendar year shall receive the full gross uniform allowance of ~~\$1,000 \$500.00~~; payment shall be made in January of the following year. In no event will any employee receive a total gross uniform allowance in excess of ~~\$1,000 \$500.00~~.

12.10.4.2 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work 600 hours or less during the payroll calendar year shall receive a uniform allowance based on the hours worked by the employee as prorated to 600 hours; payment shall be made in January of the following year. In no event will any employee who works 600 hours or less during the payroll calendar year receive the full gross uniform allowance of ~~\$1,000 \$500.00~~.

12.11 Protective Footwear:

The City agrees to provide a voucher for the purchase of protective footwear for up to ~~\$350 \$200~~ for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection- Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive a voucher for protective footwear under this provision.

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12.12 Apparel Allowance.

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

12.12.1 Apparel Allowance not to exceed one-hundred ~~fifty~~ dollars (~~\$100~~) (**\$150**) annually shall be paid to the following classifications:

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

12.12.2 Apparel Allowance not to exceed **one hundred** fifty dollars (**\$150**) annually shall be paid to the following classifications:

- Senior Airport Operations Specialist I (3514)
- Senior Airport Operations Specialist II (3516)
- Senior Airport Operations Specialist III (3518)
- Zookeeper FT (6353)

12.13 Meal Allowance:

In the event an employee is assigned to work 16 or more consecutive hours, the City, at its option, will either provide the employee **twenty dollars (\$20)** ~~ten dollars (\$10)~~ as a meal allowance or provide a meal to the employee.