

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

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Submitted on: 03/29/2023 @_____

6.10 Access to Facilities (new)

The Union shall have reasonable access to work locations and equipment for purposes of processing grievances or concerning matters within the scope of representation. Such access shall not interfere with the work process, safety, or security of the work location.

The City agrees to furnish conference and meeting rooms for Union meetings upon request by the President of the Local Union or his/her designee. Such facilities shall be furnished without charge to the Union. Union meetings on City premises shall be governed by operational considerations of the local facility and be subject to operational security measures established and enforced by the City.

6.9 Employee Lists.

The City shall provide, at no charge to the Union, a monthly ~~electronic document (xls) printout~~ listing bargaining unit employees ~~alphabetically by~~ employee name, department and position, worksite location (to the extent available), employment date, full-time equivalency, ~~benefit status, and~~ employee address, ~~work email address, personal email address where available, employees mobile phone number where available, standard hours worked per week, and MEF dues status including any additional voluntary deductions.~~ ~~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. The City will also indicate if an employee is a new employee and appearing on the list for the first time.

The City shall provide, at no charge to the Union, a monthly electronic document (xls) listing bargaining unit employees who are currently on a leave of absence (LOA) and the date their LOA became effective. When an employee returns from an LOA and where the Union has previously submitted a dues deduction authorization form to the City for that employee, the City shall automatically begin withholding the dues for that employee.

The City shall provide, at no charge to the Union, a monthly electronic document (xls) listing bargaining unit employees who have been separated from employment and the date their separation became effective, including the reason for separation.

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7.3.3 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 listed below:

- ~~Public Safety Fire~~ Communications Specialist
- ~~Public Safety Fire~~ Communications Specialist (PT)
- ~~Public Safety Fire~~ Radio Dispatcher
- ~~Public Safety Fire~~ Radio Dispatcher (PT)
- ~~Public Safety Fire~~ Radio Dispatcher Trainee
- ~~Public Safety Fire~~ Radio Dispatcher Trainee (PT)
- Senior ~~Public Safety Fire~~ Dispatcher
- Senior ~~Public Safety Fire~~ Dispatcher (PT)
- Supervising ~~Public Safety Fire~~ Dispatcher

7.3.4 (new) Paid time off shall be considered time worked for the purpose of calculating eligibility for overtime compensation for any individual in any classification which is mandated by the City to work overtime in a pay period.

7.6.3 (new) **Fatigue Time:**

If an employee works four (4) or more continuous hours of overtime with less than an eight (8) hour rest period before their next regularly scheduled work shift, they shall receive fatigue time. The purpose of fatigue time is to allow an employee an eight (8) hour rest period before requiring them back to work. The employee will not lose the regular work pay they would otherwise be entitled to. A maximum of eight (8) hours of fatigue time is allowed.

EXAMPLE: An employee whose normal start time is 8 a.m. works four (4) hours of continuous overtime from 10 p.m. until 2 a.m. Since there are only six (6) hours between the end of the overtime worked and the start of the normal shift, the employee is eligible for two (2) hours of fatigue time. The employee may arrive at work at 10 a.m. and can code the two (2) hours missed (8:00–10:00) to fatigue time and receive the normal full day's pay.

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10.1.13 Holiday-In-Lieu Pay For ~~Public Safety FIRE~~ Dispatchers Class Series.

~~Effective March 30, 2014,~~ all employees in the ~~Public Safety-Fire~~ Dispatcher class series listed below shall receive a ~~6.5% 6.96%~~ special pay adjustment in place of the Holiday-in-Lieu compensation. ~~Beginning March 30, 2014, and continuing thereafter, the Holiday-in-Lieu compensation benefit shall cease to apply to all employees in the Public Safety Dispatcher class series listed below.~~ It is expressly understood that the ~~6.5% 6.96%~~ special pay adjustment is compensation for all employees in the ~~Public Safety-Fire~~ Dispatcher class series listed below in lieu of holiday benefits. There shall be no additional holiday compensation ~~except where the City adopts a new holiday or where the City adopts a one-time special Holiday, in which case the special pay rate shall increase by 0.46% for new ongoing holidays or a lump sum payment for one-time Holidays.~~

- ~~Public Safety Fire~~ Communications Specialist
- ~~Public Safety Fire~~ Communications Specialist (PT)
- ~~Public Safety Fire~~ Radio Dispatcher
- ~~Public Safety Fire~~ Radio Dispatcher (PT)
- ~~Public Safety Fire~~ Radio Dispatcher Trainee
- ~~Public Safety Fire~~ Radio Dispatcher Trainee (PT)
- Senior ~~Public Safety Fire~~ Dispatcher
- Senior ~~Public Safety Fire~~ Dispatcher (PT)
- Supervising ~~Public Safety Fire~~ Dispatcher

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12.4 Shift Differential.

- 12.4.1 A swing shift differential of ~~five percent (5%) two dollars (\$2.00)~~ **five percent (5%)** 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.~~ **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.** during the shift regularly considered the “swing shift” by the Department in which the employee works.
- 12.4.2 A night shift differential of ~~seven and one-half percent (7.5%) two dollars and thirty five cents (\$2.35)~~ **seven and one-half percent (7.5%)** 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.~~ **after 11:00 p.m. and before 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.** during the shift regularly considered the “night shift” by the Department in which the employee works.
- 12.4.3 In the event that the above percentage amounts equal less than \$2.50 per hour for the swing shift or \$3.00 per hour for the night shift, then the employee shall receive the greater amount.

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12.5 Bilingual Pay – FT/PT.

Eligible Employee. An employee must meet at least one of the following eligibility requirements and must be certified as bilingual for oral communication, written translation or sign language duties according to the current established procedure. Before changing the current procedure, the City agrees to discuss any proposed change with the Union.

1. The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or designee; or
2. The duties currently assigned/currently being performed by an employee have been designated by the Department Director or designee as requiring utilization of a non-English language on a regular basis.

12.5.1 Each full-time employee who meets the above eligibility requirements shall be compensated for performing oral communication or sign language duties at the rate of ~~seventy-nine dollars (\$79)~~ ~~twenty-nine dollars (\$29)~~ per biweekly pay period or for performing written and oral translation duties at the rate of ~~one hundred and ten dollars (\$110)~~ ~~forty dollars (\$40)~~ per biweekly pay period for each pay period actually worked.

12.5.2 Each part-time benefited ~~or unbenefited~~ employee who meets the above eligibility requirements shall be compensated for performing oral communication or sign language duties at the rate of ~~sixty-nine dollars (\$69)~~ ~~nineteen dollars (\$19)~~ per biweekly pay period or for performing written and oral translation duties at the rate of ~~fifty dollars (\$50)~~ ~~thirty dollars (\$30)~~ per biweekly pay period for each pay period actually worked.

12.5.3 ~~Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, or performing oral translation duties at the rate of fifteen cents (\$.15) per hour.~~

12.5.4 If an eligible employee is on paid leave for a period of one (1) full pay period or more, the employee will not receive bilingual pay for that period.

12.5.5 If an employee is denied bilingual pay under the requirements set forth in this article, the employee may appeal in writing to the Department Director, or designee, for reconsideration. If the employee is dissatisfied with the decision of the Department Director, or designee, the employee may apply

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in writing for reconsideration with the Director of Human Resources. The written decision of the Director of Human Resources shall be final, with no process for further appeal.

12.16 Training Pays

Any employee who is assigned to perform training functions for another employee and who does not have training responsibilities enumerated in their job classification specification shall be eligible for additional 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 trainee.

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- 13.6 Employee Assistance Program.** The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family problems which may otherwise affect the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees resolve problems and identify strategies for coping with difficult situations. The City will provide an EAP for ~~full-time employees and for part-time employees eligible for benefits under Section 7.8.2 of all~~ **employees covered under** this Agreement and will continue such benefits at their current level during the term of this Agreement.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 for details regarding this benefit, or contact the plan provider for appointments or further information.

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16.4 Safety

~~No provisions of this Article shall be subject to the grievance procedures of this Agreement. If the Union is not satisfied with the City's determination, the Union can request to meet with the Office of Employee Relations to discuss the City's determination.~~

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ARTICLE 25 EMPLOYEE COMMUTE BENEFIT PROGRAM (CLEAN UP)

The Employee Commute Benefit Program shall be as follows:

- 25.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.
- 256.2 Participation in an Employee Commute Benefit Program through the Santa Clara Valley Transit Authority ("VTA") will be available to eligible employees, subject to the terms of the Employee Commute Benefit Program, as defined in Article 26.1.
- 256.3 Pursuant to the Employee Commute Benefit Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City. The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.