

## 2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS TENTATIVE AGREEMENT

### CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – BEREAVEMENT LEAVE

The City Proposed Language below applies to Section 8.7 of the AEA MOA and Section 8.6 of the CAMP and AMSP MOAs.

#### ARTICLE 8 LEAVES

8.X Bereavement Leave Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative or their spouses' or domestic partners' qualifying relative. The days of bereavement leave need not be consecutive. 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. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~thirty (30) calendar days~~ three (3) months following the death of an eligible person. Under extreme circumstances, the ~~thirty (30) day~~3-month 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.

Qualifying employee or employee's spouse or employee's domestic partner relatives are as follows:

- a) Parents/Step-parents
- b) Spouse/Domestic Partner
- c) Child/Step-child
- d) Brother/Sister; Step-brother/sister; Half brother/sister
- e) Grandparents/Step-grandparents
- f) Great grandparents/Step-great grandparents
- g) Grandchild~~ren~~
- h) Sister-in-law/Brother-in-law/Daughter-in-law/Son-in-law

8.X.1 A domestic partner, as referenced in Section 8.X, must be the domestic partner registered with the Department of Human Resources.

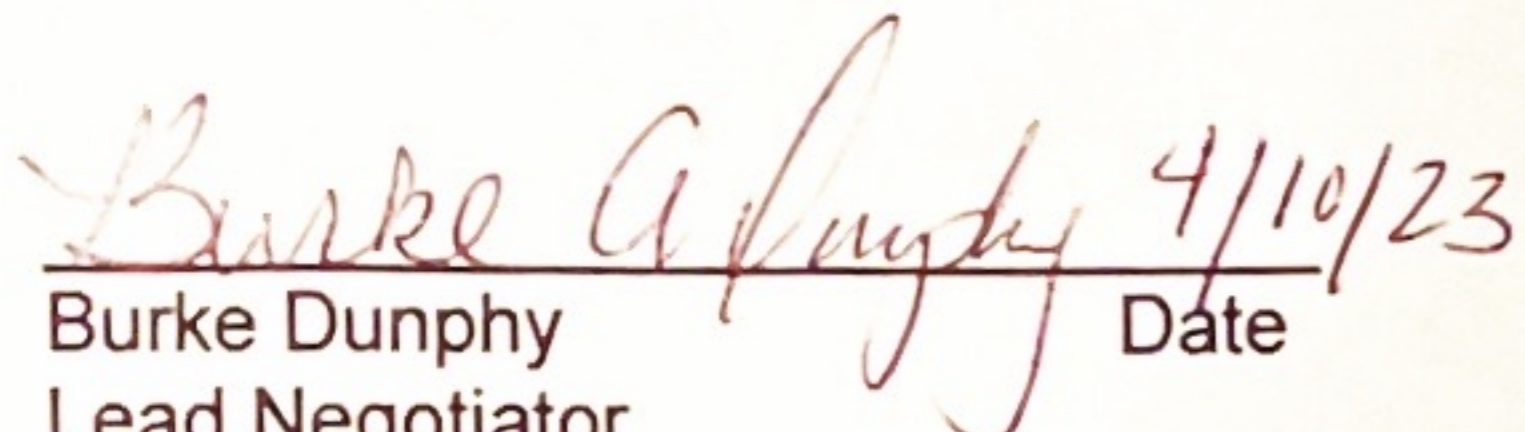
8.X.2 No eligible employee shall be ~~granted~~ entitled to compensation for ~~B~~Bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

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TENTATIVE AGREEMENT**

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*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

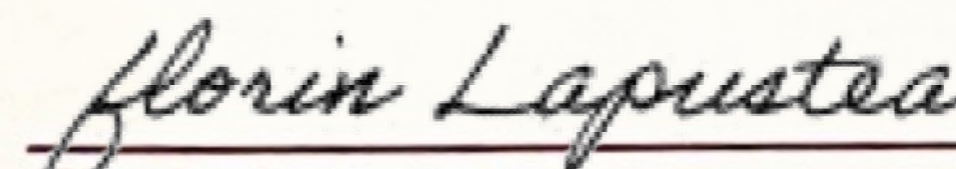
  
Burke Dunphy  
Lead Negotiator  
City of San José

4/10/23  
Date

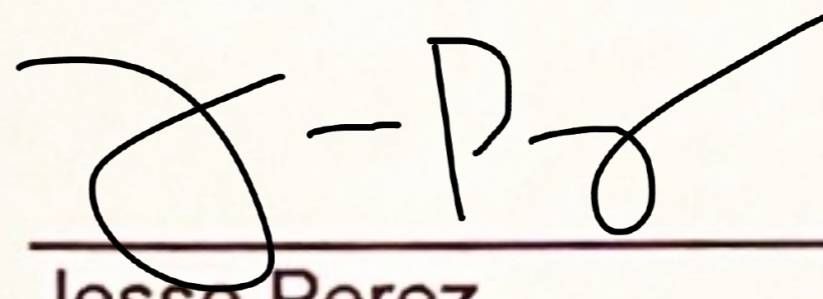
**FOR THE UNION:**

  
Liz Kamy  
Business Agent  
IFPTE, Local 21

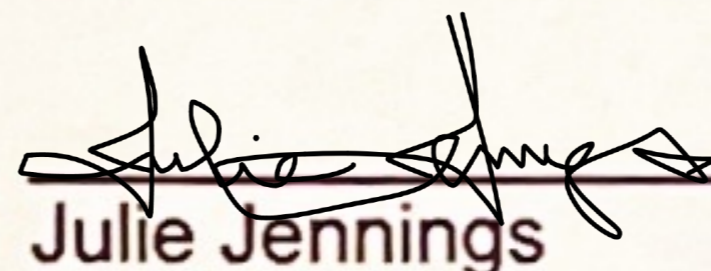
4/12/23  
Date

  
Florin Lapustea  
President  
AEA, IFPTE, Local 21

4/10/23  
Date

  
Jesse Perez  
President  
AMSP, IFPTE, Local 21

4/12/23  
Date

  
Julie Jennings  
President  
CAMP, IFPTE, Local 21

4/10/2023  
Date