

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

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## CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – MAINTENANCE IN MEMBERSHIP AND UNION DUES

City Proposed Language:

### 6.4 Maintenance in Membership

6.4.1 Upon receipt from the Union of an employee's signed membership or other authorization form, including electronically signed forms which comply with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will continue until the City receives from the Union the employee signed revocation form, including electronically signed forms which comply with the Uniform Electronic Transactions Act. In order to revoke membership, an employee shall mail a written revocation to the Union in accordance with the terms of the authorization form or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. The Union shall then submit the revocation form to the Office of Employee Relations.

6.4.1.1 Effective no later than two (2) pay periods after union ratification and City Council approval of a successor Memorandum of Agreement in open session, employees who are dues paying members in an IFPTE-affiliated unit (AEA, AMSP, or CAMP) at the time of promotion or transfer into another IFPTE-affiliated unit will automatically become a dues paying member in the new unit.

### 6.5 Dues Deduction

6.5.1 The City will 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, dues uniformly required as a condition of membership, pursuant to the Union's constitution and by-laws provided that the employee has signed an appropriate Authorized Dues Deduction card. Such authorization shall be on a form approved by the Municipal Employee Relations Officer or designee.

6.5.1.1 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, 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

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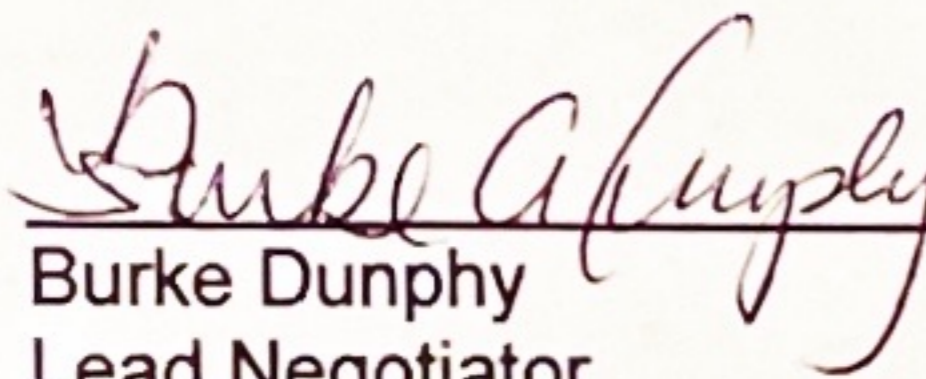
employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

6.5.1.2 In reference to Article 6.4.1.1, membership dues will continue to be deducted automatically when dues paying members in an IFPTE-affiliated unit (AEA, AMSP, or CAMP) move into another IFPTE-affiliated unit.


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

**FOR THE CITY:**

**FOR THE UNION:**

  
Burke Dunphy  
Lead Negotiator  
City of San José

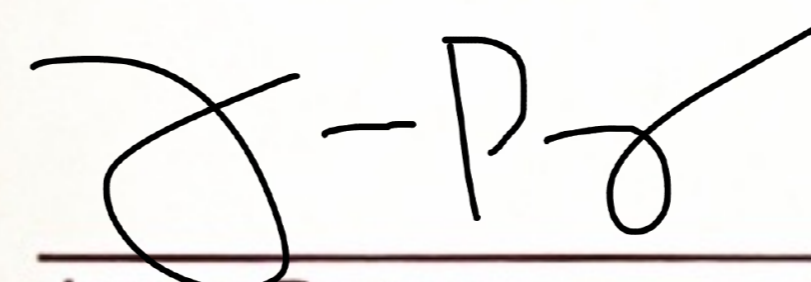
4/10/23  
Date

  
Liz Kamyra  
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