

2023 CAMP NEGOTIATIONS PACKAGE PROPOSAL A

TERM

- July 1, 2023 – June 30, 2026

WAGES

- Fiscal Year 2023-2024

3% general wage increase effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to CAMP shall be increased by approximately 3%.

- Fiscal Year 2024-2025

3% general wage increase effective the first full pay period of Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, all salary ranges for employees holding positions in classifications assigned to CAMP shall be increased by approximately 3%.

- Fiscal Year 2025-2026

3% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to CAMP shall be increased by approximately 3%.

WAGES AND SPECIAL PAY

- Protective Footwear (As counter proposed on April 19, 2023)

BENEFITS

- Health-In-Lieu (See Attached)

LEAVES

- Paid Family Leave (See Attached)

WORKING IN A HIGHER CLASSIFICATION

- Working in a Higher Classification (As proposed on April 5, 2023)

PROFESSIONAL DEVELOPMENT PROGRAM

- Professional Development Program (As counter proposed on April 19, 2023)

2023 CAMP NEGOTIATIONS PACKAGE PROPOSAL A

SIDE LETTERS

- Assistant Arborist Classification Redesignation (See Attached)
- Supervising Community Services Officer Duties (See Attached)

OTHER

- Overpayments of Compensation (As proposed on April 19, 2023)
- Emergency Center Operations Activations (As counter proposed on April 19, 2023)
- Period of Memorandum of Agreement (As proposed on April 12, 2023)
- Definition of the Market (As counter proposed on April 12, 2023)

DISCIPLINE

- Discipline Appeals (Placeholder)

LAYOFF

- Layoffs & Bumping, and Layoff Reinstatement List (Placeholder)

HOUSEKEEPING

- City Healthcare Program (As proposed on April 5, 2023)

TENTATIVE AGREEMENTS

- Housekeeping - Sick Leave
- Maintenance in Membership and Union Dues
- Bereavement Leave

OTHER TERMS

This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PROTECTIVE FOOTWEAR

City Proposed Language:

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

14.2 The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to ~~\$200~~-275 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.

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

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PAYMENT IN-LIEU OF HEALTH AND DENTAL INSURANCE

City Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. ~~Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015. Effective as soon as practicable in Fiscal Year 2023-2024, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided for in section 11.3.2.~~

11.3.2 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

Health Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	\$89.09 <u>\$102.00</u>	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – CITY-PAID PARENTAL LEAVE

City Proposed Language:

ARTICLE 8 LEAVES

8.X City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent and will be incorporated into the City's Administrative Policy Manual.

Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of one-hundred sixty (160) hours of continuous paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

**CITY PROPOSAL TO AEA, AMSP, AND CAMP –
WORKING IN A HIGHER CLASSIFICATION**

City Proposed Language:

Working in a Higher Classification

AEA & CAMP 10.5.2, AMSP 10.8.2

As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed ~~twelve (12) months~~2,080 hours. At the expiration of the period of assignment (not to exceed ~~twelve 2,080 months~~hours), the assigned employee shall return to ~~his/her~~their regular assignment. ~~The Department may then request authorization to fill the position on a regular basis or return it to vacant status. Upon written agreement between the City and the Union, an employee assigned to work in a higher classification in a vacant position may be extended in their specific assignment past the aforementioned 2,080-hour limitation.~~

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

CITY COUNTERPROPOSAL TO AEA, AMSP, AND CAMP – PROFESSIONAL DEVELOPMENT PROGRAM

City Proposed Language:

ARTICLE 11 BENEFITS

(Section 11.6 AEA. Section 11.7 AMSP and CAMP – Current Maximum for AMSP is \$1,000 per fiscal year)

11.6 Professional Development Program The City will reimburse each full-time employee 100% of eligible expenses incurred, up to ~~\$1,500.00~~2,500.00 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual’s Professional Development Program.

11.6.1 A total of ~~\$500-1,000.00~~ (of the ~~\$1,500~~2,500.00 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual’s Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee’s current City position or occupation or are required of the employee’s current City position or occupation.

11.6.2 The City will reimburse each eligible part-time benefited employee one-hundred percent (100%) of expenses incurred, up to the maximum amounts per fiscal year listed below, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual’s Professional Development Program.

Scheduled Work Hours per Week	Maximum Reimbursement for Part-Time Benefited Employees	Maximum Reimbursement for Professional Materials
35-39.9 hours per week	\$1,500.00 <u>2,500.00</u>	\$500.00 <u>1,000.00</u>
30-34.9 hours per week	\$1,125.00 <u>1,875.00</u>	\$375.00 <u>750.00</u>
25-29.9 hours per week	\$937.50 <u>1,562.50</u>	\$312.50 <u>625.00</u>
20-24.9 hours per week	\$750.00 <u>1,250.00</u>	\$250.00 <u>500.00</u>
Less than 20 hours per week	\$0.00	\$0.00

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21

Assistant Arborist Classification Redesignation

The City and the City Association of Management Personnel (CAMP) agree to continue discussions related to the redesignation of the Assistant Arborist classification. This shall not be construed as an agreement to change anything related to classification designation, structure and applicable benefits for the Assistant Arborist classifications represented by CAMP.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by CAMP and approved by the City Council.

FOR THE CITY:

FOR THE UNION:

Burke Dunphy
Lead Negotiator
City of San José

Date

Liz Kamy
Business Agent, IFPTE, Local 21

Date

Julie Jennings
President, CAMP, IFPTE, Local 21

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21

Supervising Community Services Officer Duties

The City and the City Association of Management Personnel (CAMP) agree to continue discussions related to the assigned duties of Supervising Community Services Officer classifications.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by CAMP and approved by the City Council.

FOR THE CITY:

FOR THE UNION:

Burke Dunphy Date
Lead Negotiator
City of San José

Liz Kamyra Date
Business Agent, IFPTE, Local 21

Julie Jennings
President, CAMP, IFPTE, Local 21

CITY PROPOSAL TO AEA, AMSP, AND CAMP – OVERPAYMENTS OF COMPENSATION

City Proposed Language:

ARTICLE XX OVERPAYMENTS OF COMPENSATION

When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. Thereafter, reimbursement shall be made to the City through one of the following methods mutually agreed to by the employee and the City:

- xx.1 Cash payment or payments.
- xx.2 Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred. When overpayments have continued for more than one-year, full payment may be required by the City through payroll deductions over the period of one year. In no event shall amounts deducted from payment of salary or wages exceed 25% of the employee's net disposable earnings.
- xx.3 Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment in the manner set forth in Article xx.2.
- xx.4 An employee who separates from employment prior to full repayment of the amount owed shall have withheld from any money owing the employee upon separation an amount sufficient to provide full repayment. If the amount of money owing upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

CITY COUNTERPROPOSAL TO AEA AND CAMP – EMERGENCY ACTIVATIONS

City Proposed Language:

Article X.X

X.X.X California Government Code, Title 1, Division 4, Chapter 8, Sections 3100 et seq., requires all public employees to provide disaster service activities as may be assigned to them by their superiors or by law. San Jose Municipal Code, Chapter 8.08 provides that the City Manager, while in the role of the Director of Emergency Services, has the authority to require emergency services of any City officer or employee.

X.X.X Where feasible and as determined by the Director of the Emergency Operations Center, employees shall not be activated for Emergency Operations Center shifts of 12+ hours for more than four consecutive days. Where feasible, after working four consecutive days of 12+ hours in emergency response, the represented employee shall receive a minimum of 36 consecutive hours off before resuming emergency response activities.

X.X.X The Emergency Operations Center’s staffing list shall be updated on a semi-annual basis. City departments will endeavor to have a designated back-up for every position on the staffing list.

CITY PROPOSAL TO AEA, AMSP, AND CAMP – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

ARTICLE 2 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective July 1, ~~2024~~2023, except where otherwise provided, and shall remain in effect through June 30, ~~2023~~20XX. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held~~scheduled no later than fifteen (15) calendar days after the City or Union receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

CITY PROPOSAL TO AEA, AMSP, AND CAMP – DEFINITION OF THE MARKET

City Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.X Definition of the Market. Comparable classifications in cities and counties in Santa Clara, San Mateo, Contra Costa, San Francisco, and Alameda Counties serving populations of 100,000 or more will be used to compare against City classifications. Population figures will be based on data from the U.S. Census Bureau.

10.X.1 Compensation information from the private sector will be gathered from existing published sources and will be used to supplement public sector data as deemed appropriate by the City.

10.X.2 Based on the April 1, 2020, U.S. Census Bureau, 2020 Census of Population, the following agencies currently meet the definition of the market:

<u>Alameda County</u>	<u>Berkeley</u>
<u>Concord</u>	<u>Contra Costa County</u>
<u>Daly City</u>	<u>Fremont</u>
<u>Hayward</u>	<u>Oakland</u>
<u>San Francisco City/County</u>	<u>San Mateo County</u>
<u>Santa Clara (City)</u>	<u>Santa Clara County</u>
<u>Sunnyvale</u>	<u>Richmond</u>
<u>Antioch</u>	<u>San Mateo (City)</u>

10.X.3 Based on the classification, the City may utilize classifications at jurisdictions outside of those listed in 10.X.3 as appropriate and will obtain feedback from the Union in these cases.

10.X.4 If the Union believes that a long-term vacancy issue exists in an IFPTE-represented classification, the Union may request information and/or raise these matters for discussion at a Labor Management Committee meeting.

CITY PROPOSAL TO AEA, AMSP, AND CAMP – HOUSEKEEPING ON CITY HEALTHCARE PROGRAM

The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018, and signed by AEA on July 11, 2018, AMSP on August 7, 2018, and CAMP on July 11, 2018, related to the City Healthcare Program.

City Proposed Language:

ARTICLE 11 BENEFITS

11.1 Health Insurance

11.1.1 The City will provide health coverage for eligible full-time employees and their dependents in accordance with one of the available plans. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

11.1.2 Medical Insurance Provider with the Second Highest Overall Employee Enrollment. The City pays ~~eighty-five~~ninety percent (90%) of the cost of the lowest priced Non-Deductible HMO ~~plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan.~~ Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment

11.1.3 Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

11.1.4 ~~Additional information regarding medical plans is available on the Human Resources website.~~ Medical Insurance Provider with the Highest Overall Employee Enrollment. The City will pay ~~eighty-five~~eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium cost of the lowest priced

Non-Deductible Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment.

11.1.4 If the employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO Co-Pay Plan.

11.1.5 An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

11.1.6 **Default Healthcare Plan.** New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time benefits eligible position and who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the lowest cost HMO Deductible plan offered by the medical insurance provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

11.2 Dental Insurance.

11.2.1 The City will ~~provide~~offer dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity~~ a PPO plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available in the Human Resources Department. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

11.2.2 The City will provide dental coverage in the lowest priced plan for eligible full time employees and their dependents. If an employee selects a plan other than the lowest priced plan, the City will pay ninety-five percent (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan. As of the date of this Agreement the plans include an indemnity plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook and in pamphlets available in the Human Resources Department.

11.2.3 Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.

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

11.2.4 [Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending Sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San José Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.](#)

11.2.5 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

[11.2.6 The City will use actual rather than blended premium.](#)

11.3 Payment-in-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren), and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

<u>Health Insurance Tier</u>	<u>Health-in-Lieu</u>	<u>Dental-in-Lieu</u>
Employee	\$89.09	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.3.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular work hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, ~~an~~ [a new employee must attest that the employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an employee who has a life qualifying event must](#) provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

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

- 11.3.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period or within thirty (30) days of a qualifying event as defined in the Human Resources Benefits Handbook, occurring anytime during the year. Employees who miss the thirty (30)-day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.
- 11.3.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part-time, employee is on an unpaid leave of absence, employee is on a reduced work week of less than thirty-five (35) regular work hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.
- 11.3.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.
- 11.3.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.
- 11.3.6.2 Dental Insurance. ~~Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.~~ To enroll in a City dental insurance plan following the loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-

[enrollment in the plan shall be in accordance with the carrier's enrollment procedures.](#)

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

CITY PROPOSAL TO AEA, AMSP, AND CAMP – SICK LEAVE


City Proposed Language:

ARTICLE 8 LEAVES

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee’s child, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee’s grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, ~~or stepchild,~~ or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.


**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:

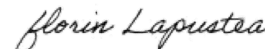


4/20/23
Date
Burke Dunphy
Lead Negotiator
City of San José


FOR THE UNION:



4/19/23
Date
Liz Kamya
Business Agent
IFPTE, Local 21



04-19-23
Date
Florin Lapustea
President
AEA, IFPTE, Local 21



04/19/23
Date
Jesse Perez
President
AMSP, IFPTE, Local 21



4/19/2023
Date
Julie Jennings
President
CAMP, IFPTE, Local 21

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

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

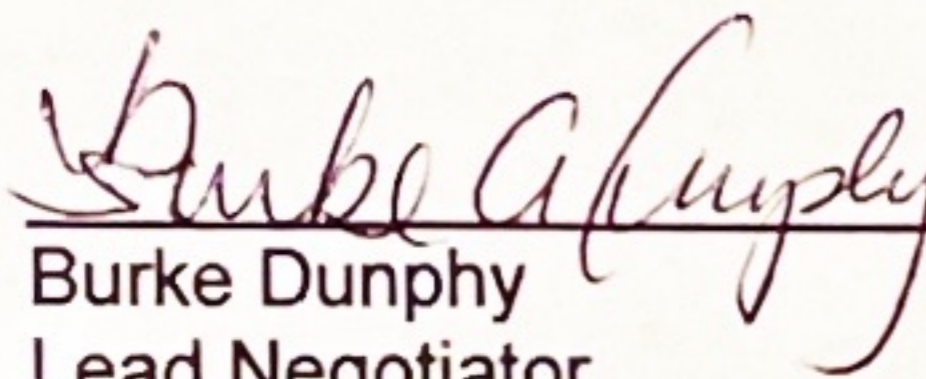
**2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS
TENTATIVE AGREEMENT**

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.*

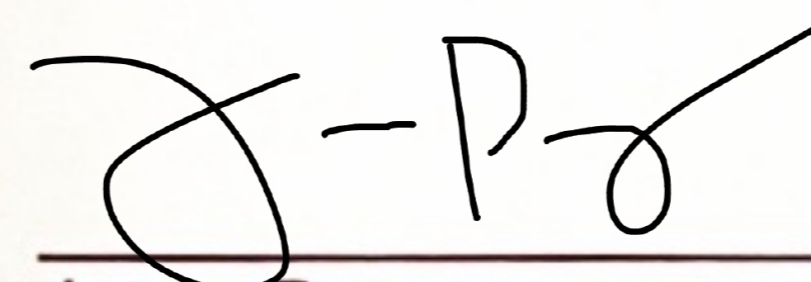
FOR THE CITY:

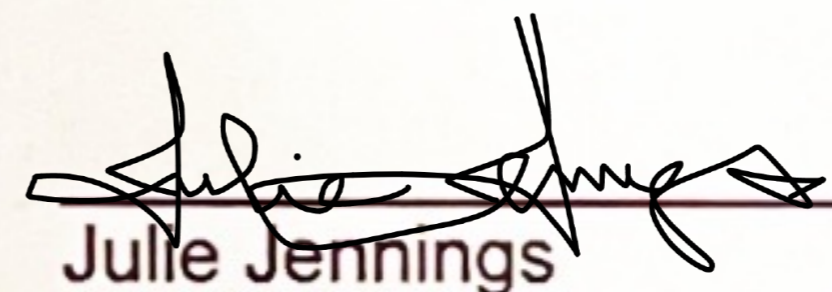
 4/10/23
Date
Burke Dunphy
Lead Negotiator
City of San José

FOR THE UNION:

 4/12/23
Date
Liz Kamy
Business Agent
IFPTE, Local 21

 4/10/23
Date
Florin Lapustea
President
AEA, IFPTE, Local 21

 4/12/23
Date
Jesse Perez
President
AMSP, IFPTE, Local 21

 4/10/2023
Date
Julie Jennings
President
CAMP, IFPTE, Local 21

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

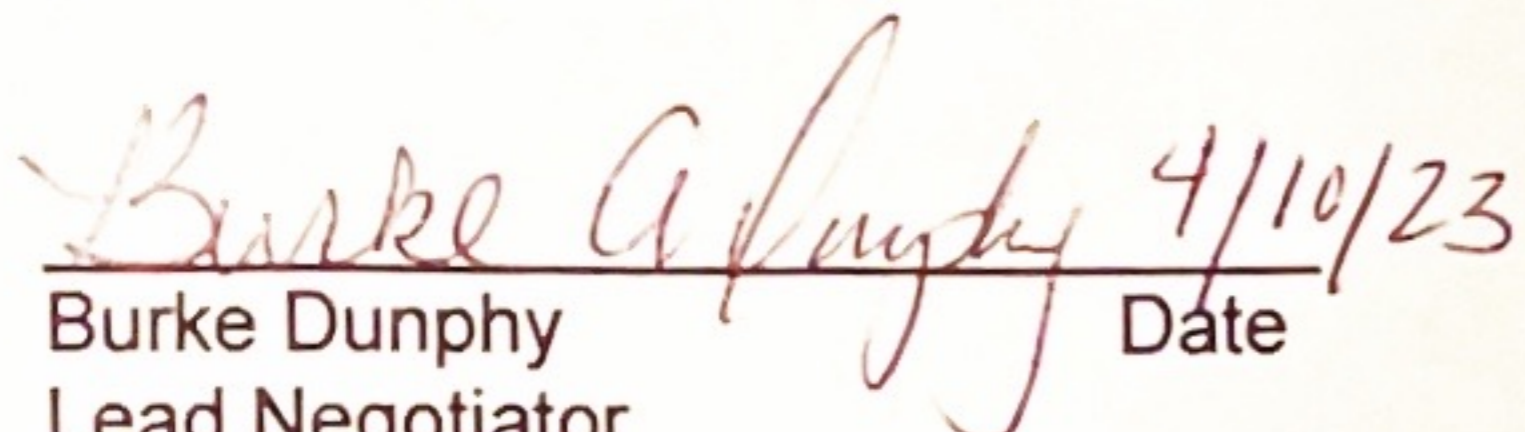
8.X.1 A domestic partner, as referenced in Section 8.X, must be the domestic partner registered with the Department of Human Resources.

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.

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


**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:

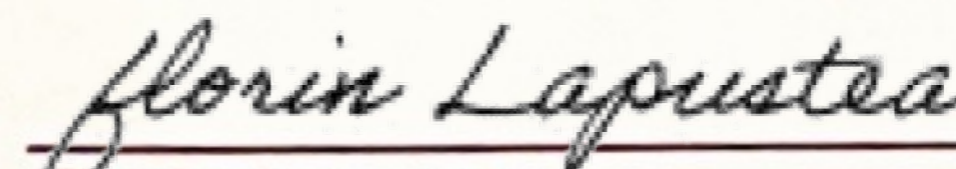

Burke Dunphy
Lead Negotiator
City of San José

4/10/23
Date

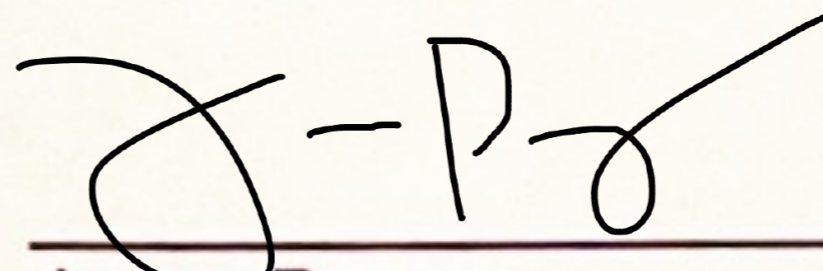
FOR THE UNION:


Liz Kamy
Business Agent
IFPTE, Local 21

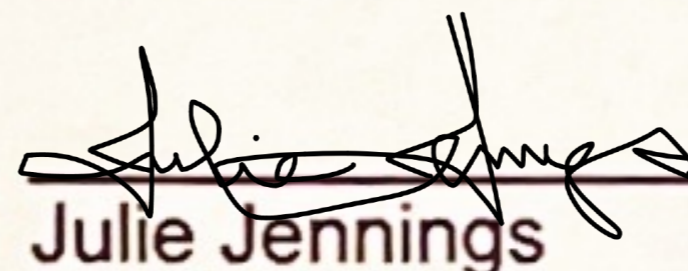
4/12/23
Date


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