

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

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Submitted on: 05/03/2023 @_____

STAFF UP SAN JOSE Key Proposals

“After five years of service, the City is retaining only 60% of its employees. Said another way, the City is losing about 40% of staff after five years of service”. Jennifer Schembri, Director of Human Resources

General Wage Increase over a three-year agreement: (Proposed on 4/19/23)

The City must provide wages that genuinely compete with similar agencies in the South Bay and region, or our essential public services and our communities will continue to erode.

2023: 9% 2024: 8% 2025: 7%

Restoration of the 5% Non-Pensionable wage increase (Proposed on 4/19/23)

One of the first things HR must explain to applicants is why not all wages would qualify for retirement. It hurts retention and workers alike. The City’s unfunded liability is no longer a significant concern, and there’s no reason to continue this practice that no other agency in California practices.

Retention Pay (Proposed on 4/26/23)

Every day, workers leave their employment in the City and provide public services elsewhere. The City spends tens of millions retraining new workers, only for the cycle to repeat. Our City staff – who have been here for five, ten, and more years – are our most precious resource. We *must* do whatever it takes to keep their institutional knowledge in-house. It’s the *only* thing keeping the City running currently.

Eight weeks of Paid Family Leave and ADD a Childcare Benefit (Proposed on 4/19/23)

San Jose currently has an embarrassing paid family leave benefit of one week. It’s wrong, discriminatory against women, and – like other San Jose benefits – is out of touch with what other public and private agencies in the region provide. Similarly, San Jose currently provides ZERO assistance for workers with young families. If the City wants to attract young professionals, the City *must* address this shortcoming.

The Union will join HR at twelve (12) in-person recruitment events or “Hiring Pipeline Activities” per year. (Proposed on 4/19/23)

San Jose HR recruitment staff need help reaching and convincing community members to start a career in public service. AFSCME is willing to put its reputation as America’s largest public-sector Union on the line and endorse the City of San Jose as a premier employer in the South Bay (assuming the City and the Union reach an agreement that the Union feels will reach our stated goals).

Create five (5) Social Worker positions for SJPL (and other Departments) (Proposed on 4/5/23)

Our libraries have become the front line for the changing needs of our communities. San Jose can achieve the dual goal of attracting library workers who want to focus on library programming while our

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new, top-tier Social Workers perform the vital work of performing casework for our community's most vulnerable populations.

Special Classification Market and Critical Need Wage Increases and redefine our "comparable agencies" moving forward. (See attached)

Some job classifications within the City are in a critical state concerning their vacancy rates. In some cases, our community is in danger. In addition to the above general wage increases, the City needs to address certain classifications with a sense of urgency it hasn't shown to date. The central issue with the City's compensation philosophy is how the City defines "the market." The City needs to compare with employers that it *genuinely* competes with for talent. The current crisis is proof enough of this.

Establish metrics for determining "hard-to-fill" classifications. (Proposed on 4/12/23)

The City needs metrics to measure which classifications are hard-to-fill and hard-to-keep. The current system of one or two people in the City making their judgments and reviewing classes "as needed" precipitates disaster. No other responsible agency in the region operates this way and has a subjective rather than objective approach to recruitment tracking.

The following proposals were made by the Union to the City, and the Union has yet to receive a response:

Bilingual proposal – Article 12.5 (Proposal made on 4/17/23)

Training Pays - Article 12.16(Proposed on 3/29/23)

Change the Shift Differential to a percentage-based rate and raise the minimum amount Article 12.4 (Proposed on 3/29/23)

Establish Fatigue Time – Article 7.6.3 (Proposed on 3/29/23)

Commute Benefits for part-time unbenefited employees - Article 25.2/3 (Proposed on 3/29/23)

Side Letter to renegotiate City's EERR (Proposed on 4/12/23)

New Childcare benefit - (Proposed on 4/12/23)

Restoration of 5% Non-pensionable (Proposed on 4/19/23)

Retention Pay – (Proposed on 4/26/23)

Paid time off considered time worked when calculating overtime for employees mandated by the City to work overtime in a pay period Article 7.3.4 (Proposed on 3/29/23)

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[Full-time Union Release Time for 3 Union officers](#) – Article 6.2 (Proposed on 3/22/23)

The following Union proposals have been rejected and not countered by the City, but the Union is holding to our position:

[The Union needs to be able to file grievances for allegations of discrimination](#) Article 3.4.1

[The Union needs to be able to file grievances for allegations of safety violations](#) Article 16.4

[Re-defining “the market” and which agencies the City compares with for salary surveys](#) Article 22.0

[Voluntary Deductions to create additional PAC tier for Union members who wish to do so](#) Article 6.5.1.1

[The Union needs to be able to file grievances when remote work is unreasonably denied](#) Article 7.10.1

The Union will withdrawal the following proposals:

[Access to Facilities](#) – Article 6.10

City Proposals the Union is *Rejecting* and summary reasons why:

[Pension Administrative Costs above 0.17% to be paid by the pension fund](#) Article 14.1.1 (Proposed on 3/29/2023)

For years, the City has raised the issue of the unfunded liability of the pension fund to the Union countless times. The unfunded liability has been used to justify the rejection of Union proposals and to buttress City backed cuts to pensions, wages, and benefits. For the City to now make a proposal that – no matter how small – increases the unfunded liability and reduces the pension fund is nothing short of astonishing. The Union rejects this proposal.

[Meet and Confer during the term of the agreement regarding Job Spec changes](#) Side Letter (Proposed on 4/5/23)

The City is well aware that when the City wishes to make changes to classifications in a holistic way, which includes reviewing the current wages of the class, the Union is more than willing to listen to the City’s concerns and review in good faith any proposed changes. What is happening is that HR is attempting to address the ongoing recruitment and retention issues by diluting minimum qualifications, educational requirements, and other barriers to entry in a desperate attempt to increase the applicant pool and City staff. In some cases, these changes create safety concerns for our Union members. The Union is extremely upset that the City would hide behind racial and equity reasons and use those as a red herring. The Union is more than willing to tear down any barriers prohibiting people from

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marginalized communities from gaining entry to public service. It has been a central tenet of our organization since way back before workers in San Jose went on strike because San Jose was paying women less than men. The fact is that the City is looking for yet another band-aid approach to its recruitment and retention issues rather than addressing root causes like those put forward by the Union(s) in the course of these negotiations. Asking the Union to waive one of its central-held rights to achieve this goal is patently absurd. The Union rejects this proposal outright.

City Proposals or Counterproposals the Union will *Accept*:

[Employee Lists](#) Article 6.9 (Counter proposed 4/12/23)

[Incorporate Side Letter – Shift Differential Hours](#) Article 12.X (Proposed 4/26/23)

[Bereavement Leave](#) – Article 10.5 (Counter proposed 4/12/23)

[Higher Class Work](#) - Partial agreement: The Union agrees with the addition of the word “initial” in section 12.6. However, the Union REJECTS the remainder of the City’s proposal on 12.6 in its entirety.) (Proposed 4/5/23)

City Proposals the Union is Considering:

Lunar New Year closure supposal issued verbally by the City

[Add Legal Secretary III Classification](#) (Proposed to Union on 3/29/23)

[City Healthcare Program – Side Letter Inclusion – No Change in Practice](#) Article 13 (Proposed to Union on 4/5/23)

[Overpayments of Compensation](#) (Proposed 4/19/23)

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Counter Proposals from the Union to the City:

12.11 Protective Footwear:

The City agrees to provide a voucher for the purchase of protective footwear, including sole inserts for up to **\$275 - and an additional \$25 being added to the voucher each fiscal year of this agreement -** 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

Counter Propose to remove entire sections referencing library holiday schedules

~~10.1.4.1 Full time employees in the Library Department, and who are regularly scheduled to work Tuesday through Saturday.~~

~~When a City holiday, as described in Section 10.1, observed by the Library falls on a Monday, full-time employees who are scheduled to work Tuesday through Saturday shall:~~

~~Observe the holiday (i.e. not be required to report to work) on the Tuesday immediately following the Monday holiday. Section 10.1.4 shall not apply to employees covered by Section 10.1.4.1 and they will not receive compensatory time for the Monday holiday, but shall code holiday leave on the Tuesday immediately following the Monday holiday for the number of regularly scheduled hours which the employee works during their assigned work day.~~

~~Employees covered by Section 10.1.4.1 will not be able to code holiday leave any other day of the week and shall only code holiday leave on the Tuesday immediately following the Monday holiday.~~

~~In the event an employee covered by Section 10.1.4.1 is required to work by the Department on the Tuesday immediately following a Monday holiday, the employee shall be compensated pursuant to Section 10.1.3.~~

~~10.1.11 Library Holiday Schedule. Due to the scheduling needs of the public library the above listed holidays may be observed on a day other than the date designated by the City. A calendar listing the dates of holiday observance for the library shall be provided to library employees in a timely manner, but at a minimum by October 31st for the upcoming calendar year. Library employees regularly scheduled for a Tuesday~~

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~~through Saturday work week shall work Monday through Friday when December 25th and January 1st fall on a Saturday.~~

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 ~~ten dollars (\$10)~~ fifteen dollars (\$15) as a meal allowance or provide a meal to the employee.

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

ARTICLE X COMMITTEES

Move and re-number Sections 21.8 and 21.9 to this new article. X.X

The Library Safety and Security Committee ("Committee") shall be maintained by the Library Department to discuss employee and patron safety and security at the City's library branches. The Committee will be an employee working group responsible for reviewing current safety and security practices and procedures, evaluating reported data, and providing feedback on policy/procedure improvements. MEF shall have ~~one~~ two representatives on the Library Safety and Security Committee, which shall meet at least once quarterly.

ACA and AHT Schedules

7.3.1 Beginning in Fiscal Year 2023-2024, a swing and/or graveyard shift may be added to Animal Care and Services in the Public Works Department. Employees in the Animal Health Technician series and/or Animal Care Attendant series may be assigned to work the swing or graveyard shift on a regular basis and/or based on operational needs. ~~Employees assigned to these shifts may be eligible to receive shift differential as provided for and defined in Section 12.4.~~ In that event, the Department will meet and confer with the Union about a creation of a shift bidding process for ACAs and AHTs.

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Create a new Classification of Social Worker for SJPL.

City to budget five (5) new social worker positions to work at San Jose public libraries. The Union recognizes there may be a need for additional Social Workers, including in additional City Departments. The Union also recognizes the complexity of adding this type of classification and, like the City, is committed to getting it done correctly. Therefore, the Union amends its proposal to the following:

- As part of the ratification of this agreement, the City agrees to budget for a minimum of five (5) social worker positions at a wage range of \$105,000 - \$133,000 annually.
- The City and the Union agree to begin meeting and conferring about the creation of the new position, including the job specifications and job duties, within 3 months of the ratification of this agreement.
- The parties shall endeavor to begin recruitment for the positions by January 1, 2024

Union(Call Back, Standby, Remote Work after hours)

~~7.7 An employee authorized or required to telecommute, which requires at least fifteen minutes of work, shall be compensated for the time worked to the nearest fifteen minutes at the appropriate rate.~~

12.7 Call Back. An employee who is called back to work in response to an emergency or other unforeseen circumstance shall be credited for the time worked, or for three (3) hours, whichever is greater, at the appropriate rate (1.5). This section shall apply on either a workday after the employee has departed from their place of employment or on a day off. It shall not apply to scheduled overtime or during a regular shift. Employees who are called back multiple times during a standby shift shall not receive additional pay until the employee has worked a total of three hours, after which time the employee would be eligible for additional pay, but only for actual hours worked.

~~12.7.1 To the extent possible, when an employee has worked in excess of sixteen (16) hours, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.~~

12.7.1 An employee who is, on a Department designated holiday, called back to work as outlined above shall receive pay at a rate of 2.5 for the time worked or for three (3) hours, whichever is greater.

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12.8 Standby Pay. Employees who are required to perform standby duty shall be credited with one hour compensation at the appropriate rate (1.5) for each eight (8) hour shift or portion thereof the employee performs standby duty. In the event the employee is called back to work, the employee shall be entitled to the compensation provided by Section 12.7 above, in lieu of the one hour of standby compensation for that eight (8) hour shift.

12.8.1 Standby pay is not deemed as actual hours worked for the purpose of calculating eligibility for overtime.

12.8.2 Employees required or authorized to work standby on a Department designated Holiday shall receive a comp day in addition to the earned comp day outlined in Article 10.

12.9 (new 7.7)

Employees authorized or required by their supervisor to conduct work, including via a remote connection (telephone or computer), during off-duty hours shall receive time and a half (1.5) pay for a minimum of thirty (30) minutes and any additional actual time worked rounded up to the nearest fifteen-minute increment.

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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Counter Proposals the Union is working on:

Position Reallocation Request Process: (Counter proposal given to Union on 4/12/23)

New Union Proposals:

10.4 Disability Leave

10.4.1 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave (and the integration of Sick Leave as provided in Section 10.3.3.3), including the integration of accrued vacation, compensatory time off, and sick leave as provided in Article 10.4.2, with Workers' Compensation may be considered to have separated from City service.

10.4.1.1 An employee who exhausts all leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.

10.4.2 Integration. The integration of an employee's available leave will occur in the following order: ~~(a) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.~~ (a) accrued sick leave hours, (2) earned compensatory time and (3) accrued vacation hours

10.4.2.1 In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

10.4.3 NEW Once per year during open enrollment, employees shall have the ability to enroll in the disability plan, or change from 30 to 60-day LTD, or from 60 to 30-day LTD.

NEW: Placeholder: Employees being sent home due to lack of work

NEW: Housing committee: See attached

Existing Tentative Agreements (TAs)

[Community Service Officer Duties](#) (TA on 4/21/23)

[Holiday in Lieu for Public Safety Radio Dispatchers](#) (TA on 4/21/23)

[Housekeeping](#) – Sick Leave (TA on 4/21/23)

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[Employee Assistance Program \(EAP\) for Part-time unbenefited employees](#) (TA on 4/21/23)

[Bargaining Unit Representatives at the Bargaining Table](#) (TA on 4/21/23)

[Public Safety Radio Dispatchers Training Pay](#) (TA on 4/21/23)

[Airport Ops Specialist series & Animal Services Officer Series Shifts](#) (TA on 3/30/23)

[HCL Lists provided to Union](#) (TA on 3/30/23)

[New Employee Orientation in Person](#) (TA on 3/30/23)

[Release Time for Union Stewards](#) (3/30/23)