



Proposal made by IFPTE Local 21 to the City of San Jose

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Submitted on: 05/03/2023

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.

Eight weeks of Paid Family Leave (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.

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.

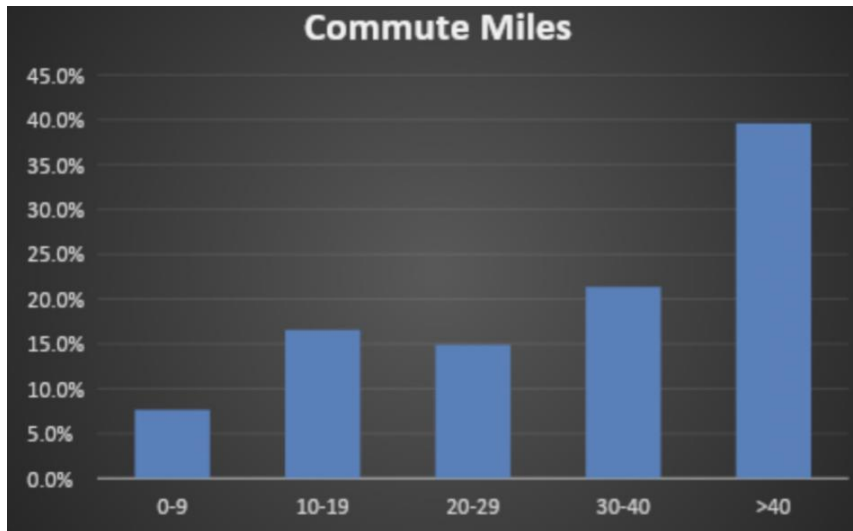
Flexible Workplace policy (Proposed on 3/15/23)

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A permanent flexible workplace policy offers numerous benefits to both employers and employees, including increased retention and recruitment rates and a greener workforce. By allowing employees to work remotely, San Jose can attract and retain top talent who value flexibility. Additionally, a flexible workplace policy enables a more sustainable, green workforce by reducing carbon emissions associated with commuting. Many City Employees commute to work because the cost of living is so high and **40% of people who took the IFPTE Local 21 bargaining survey said they have a commute to work that is over 40 miles.**



Ultimately, implementing a permanent flexible workplace policy can lead to a happier, more productive workforce and a healthier planet. A proposal codifies an existing practice.

[Management Performance Program](#) (Proposed on 3/22/33)

Previously shifting the MPP to 2.5% and 2.75% contributed to City staff taking on additional workload last year, believing that their efforts would be compensated. Staff were upset at the reversion to 2% and 2.5% and this contributed to talented staff leaving the City. If we are going to have a performance-based evaluation program, we need to commit to valuing performance.

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

[Vacation Sell Back and CITD](#) Article 8.2(Proposed on 3/22/23)

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[Bilingual proposal](#) – Article 10.4 (CAMP), 10.2 (AEA), and 10.7 (AMSP) (Proposal made on 3/29/23)

[Change the Shift Differential to a percentage-based rate and raise the minimum amount](#) Article 10.5 (Proposed on 3/29/23)

- Including Manager On-Duty Premium Pay

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

[Side Letter on Engineering Positions at the Regional Wastewater Facility](#) (Proposed on 4/19/23)

[Classification Side Letter](#) (Proposed on 4/26/23)

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

[Flexible Workplace policy](#) (Proposed on 3/15/23)

[Management Performance Program](#) (Proposed on 3/22/33)

The Union will withdrawal the following proposals:

N/A

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

- Discussing Overtime for AMSP:
 - We refuse to discuss changes to overtime for AMSP employees as it could lead to a loss of pay. Our members work long hours and physically demanding jobs, responding to infrastructure failures and public health emergencies at all hours, making overtime pay crucial. Moving to salaried positions would result in a significant decrease in pay and skilled supervisors taking their talents and historical knowledge to other agencies.
- Lunar New Year closure proposal issued verbally by the City: Not necessarily opposed to the idea rather the proposal for how to execute this idea. We are a multicultural City where many things are celebrated. Is there another way we get to this end?

City Proposals or Counterproposals the Union will *Accept*:

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Supervising Community Service Officer Duties (clarification needed before TA)

City Proposals the Union is Considering:

- Payment in Lieu of Health and Dental Insurance
- City Health Care Program (Holding for further analysis)
- Assistant Arborist (Holding because we are a lot further than initially thought)

Counter Proposals from the Union to the City:

Article X.X EMERGENCY ACTIVATION RESPONSE (Counter Proposed on 4/26/23)

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 **three** consecutive days. Where feasible, after working **three** 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. **The Office of Emergency Management will endeavor to have a designated back-up for every position on the staffing list and a designated list of field outreach leads. In the event that a back-up is not identified for a represented employee performing emergency response functions, the Director of the Emergency Operations Center, or their designee, shall identify a back-up within 48 hours of activation.**

X.X.X In the event a represented employee reports unpaid disaster management (UDM) time and their time card is approved, their vacation accrual cap will be immediately increased by 24 hours.

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT 14.2 (Counter Proposed on 4/26/23)

The City agrees to provide a voucher for the purchase of protective footwear, **which may include sole inserts**, for up to \$200 **\$275, with a \$25 dollar increase for each subsequent fiscal year of the contract term**, for employees when it is determined by the Director of Human

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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.

ARTICLE XX OVERPAYMENTS OF COMPENSATION (Proposed on 4/26/23)

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. **The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s).** Absent mutual agreement on a method of reimbursement within 30 days **of being notified of the overpayment**, the City shall proceed with recoupment **via payroll deductions over a number of pay periods equivalent to the term of overpayment.** In no event shall amounts deducted from payment of salary or wages exceed 5% of the employee's net disposable earnings.

xx.x An employee who separates from **City** employment prior to full repayment of the amount owed the City shall have any money owed the City withheld **from their final paycheck(s).** If the amount of money owed 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.

Working in a Higher Classification (Counter Proposed on 5/03/23)

Article 10.5.2 (AEA & CAMP), Article 10.8.2 AMSP

As an alternative to conducting an external recruitment to fill a vacant position (or a position which becomes vacant as a result of this expedited internal process), a department may solicit interest (via department-wide email) from all existing departmental employees regarding the opportunity to perform a higher class assignment. Those employees who 1) respond competitively to the solicitation and 2) demonstrate they will meet Minimum Qualifications for the higher classification within 12 months of the date of solicitation shall be invited to an

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internal interview emphasizing technical competency and fit to the work group. The selected candidate from this internal process may then work in a higher classification for a period of time not to exceed 12 months (defined as 2,080 hours of HCM). After an acting higher class period of at least six months (1,040 hours of HCM) and before the expiration of the higher class assignment (2,080 hours of HCM) the department may appoint the assigned employee to the permanent role. If choosing to not appoint the assigned employee to the permanent role, the department will post an external recruitment in accordance with the City's established procedures by the end of the 12-month period. The Human Resources Department will keep track of the number of appointments resulting from this expedited internal process and provide annual status reports to the Union regarding utilization of this option.

Professional Development Program (Counter Proposed on 5/03/23)

ARTICLE 11.6 (CAMP & AMSP) and 11.7(AEA)

Professional Development Program. The City will reimburse each employee 100% of eligible expenses incurred, up to ~~\$1,000~~ \$3,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by IFPTE, Local 21, ~~as described in the City Policy Manual's Professional Development Program.~~

~~All total of \$500~~ \$3,000 may be reimbursed for professional materials pursuant to the ~~terms and conditions of the Professional Development Program for employees represented by, 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.