2023 AMSP NEGOTIATIONS PACKAGE PROPOSAL B

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 AMSP 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 AMSP 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 AMSP shall be increased by approximately 3%.

WAGES AND SPECIAL PAY

- Protective Footwear (As Proposed in City Package A)
- Bilingual Pay (See Attached)

HOURS OF WORK AND OVERTIME

- FLSA Non-Exempt Status (Placeholder)
- Overtime (Placeholder)

BENEFITS

Health-In-Lieu (As Proposed in City Package A)

HOLIDAYS

Holidays (See Attached)

CHILDCARE

Childcare (See Attached)

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LEAVES

• Paid Parental Leave (As Proposed in City Package A)

WORKING IN A HIGHER CLASSIFICATION

Working in a Higher Classification (As Proposed in City Package A)

PROFESSIONAL DEVELOPMENT PROGRAM

• Professional Development Program (As Proposed in City Package A)

OTHER

- Overpayments of Compensation (As Proposed in City Package A)
- Period of Memorandum of Agreement (As Proposed in City Package A)
- Definition of the Market (As Proposed in City Package A)
- Airport Operations Supervisor (As Proposed in City Package A)

DISCIPLINE

• Discipline Appeals (Placeholder)

LAYOFF

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

HOUSEKEEPING

• City Healthcare Program (As Proposed in City Package A)

TENTATIVE AGREEMENTS

- Housekeeping Sick Leave
- Maintenance in Membership and Union Dues
- Bereavement Leave
- Article 8 Leaves 8.1.3 (See Attached)

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 PROPOSAL TO AEA, AMSP, AND CAMP - WAGES AND SPECIAL PAY

City Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.X Bilingual Pay

- 10.X.1 To be eligible for a bilingual premium pay, Aan employee must meet at least one of the following eligibility requirements and must be certified as bilingual for oral communication, written translation or sign language duties according to the current established procedure.
 - 10.X.1.1 The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or his/her designee, or
 - 10.X.1.2 The duties currently assigned and currently being performed by an employee have been designated by the Department Director or his/her designee as requiring utilization of a non-English language on a regular basis.

Each department is responsible for ensuring that employees receiving a bilingual pay premium pay meet the requirements set forth herein.

- 10.X.2 Each full-time employee who meets the above eligibility requirements shall be compensated for performing oral communication, or sign language duties, at the rate of \$29.00 per biweekly pay period and for performing written translation duties at the rate of \$4060.00 per biweekly pay period for each pay period actually worked.
- 10.X.3 Each part-time_benefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, or sign language duties, at the rate of \$19.00 per biweekly pay period and for performing written translation duties at the rate of \$3050.00 per biweekly pay period for each pay period actually worked.
- 10.X.4 Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, and written translation duties at the rate of \$0.50 per hour.

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- 10.X.5 If an eligible employee is on paid leave for a period of one full pay period or more, the employee will not receive bilingual pay for that period.
- 10.X.6 If an employee who receives bilingual pay refuses to provide interpretation or translation services for which they are certified, the employee shall no longer be eligible to receive bilingual pay.

CITY COUNTERPROPOSAL TO AMSP - HOLIDAYS AND PERSONAL LEAVE

City Proposed Language:

ARTICLE 8 LEAVES

8.1 Holidays

8.1.1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following holidays as observed, and on no other day, during the term of this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
Independence Day
New Year's Eve Day

Labor Day

Effective calendar year 2024, Lunar New Year shall be observed in accordance with the State of California's holiday schedule, and New Year's Eve Day shall no longer be a City-observed holiday.

8.5 Personal Leave Effective the first pay period of payroll calendar year 2024, each full-time employee shall be entitled to an additional eight (8) hours of personal leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Each eligible full time employee is entitled to sixteentwenty-four (1624) hours of Personal Leave per payroll calendar year. Eligible employees hired on or after July 1st shall be entitled to eight—twelve (812) hours of Personal Leave in the first payroll calendar year of employment.

Part Time: Each benefitted part-time employee shall be entitled to <u>eight_twelve_(8_12)</u> hours of Personal Leave per payroll calendar year. Eligible part-time employees hired on or after July 1 shall be entitled to <u>four_six_(46)</u> hours of Personal Leave in the first payroll calendar year of employment.

Unused leave for both full-time and part-time employees does not carry over from year to year.

8.5.1 Effective the first pay period of payroll calendar year 20242, an employee on a reduced work week schedule will receive personal leave as indicated in the chart below, even if the actual hours worked exceed that amount.

Scheduled Work Hours	Benefit Level	Hours of
per Week		Executive Leave
35-39.9 hours per week	100%	16 24 hours
30-34.9 hours per week	75%	12 18 hours
25-29.9 hours per week	62.5%	10 15 hours

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20-24.9 hours per week	50%	8 <u>12</u> hours
Less than 20 hours per week	Unbenefited	None

- 8.5.2 Effective the first pay period of payroll calendar year 2022, aAn employee who is promoted into an AMSP-represented classification will have the number of Personal Leave hours they receive upon promotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.
- 8.5.3 Effective the first pay period of payroll calendar year 2022, aAn employee who is demoted into an AMSP-represented classification will have the number of Personal Leave hours they receive upon demotion reduced on an hour-for-hour basis based on their usage of Executive Leave within the same payroll calendar year.

SIDE LETTER AGREEMENT

BETWEEN THE CITY OF SAN JOSE AND

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS (AEA) IFPTE, LOCAL 21 ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP), IFPTE, LOCAL 21 CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21

Childcare Services for Employees

The City agrees to conduct an RFP to obtain consulting services for employees to have a resource to assist with finding childcare services.

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 the union and approved by the City Council.

FOR THE CITY:		FOR THE UNION:	
Burke Dunphy Lead Negotiator City of San José	Date	Elizabeth Kamya Business Representative IFPTE, Local 21	Date
		Florin Lapustea President, AEA	Date
		Jesse Perez President, AMSP	Date
		Julie Jennings President, CAMP	Date

2023 CITY OF SAN JOSÉ – AMSP NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL - LEAVES

City Proposed Language:

ARTICLE 8 LEAVES

- 8.1.3 Each full-time employee who is required to work on any City holiday specified in section 8.1.1 shall receive the salary they would be entitled to for that day at their regular rate of pay, and in addition shall receive compensatory time off equal to 1.5 the number of hours which the employee works on said holiday.
 - 8.1.3.1 Said compensatory time off duty shall be credited to such employee in accordance with Section 10.4 of this Agreement; provided, however, that upon written request by the employee to the Department Director, or designee, within not more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in addition to their regular pay for such holiday and in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

FOR THE CITY:		FOR THE UNION:	
Burke Dunphy Lead Negotiator City of San José	Date	Liz Kamya Business Agent IFPTE, Local 21	Date
		Jesse Perez President AMSP, IFPTE, Local 21	Date

^{*}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.