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

BENEFITS

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

HOLIDAYS

• Holidays (See Attached)

CHILDCARE

• Childcare (See Attached)

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)

City of San Jose May 10, 2023 Page 1 of 2

PROFESSIONAL DEVELOPMENT PROGRAM

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

SIDE LETTERS

- Assistant Arborist Classification Redesignation (As Proposed in City Package A)
- Supervising Community Services Officer Duties (As Proposed in City Package A)

OTHER

- Overpayments of Compensation (As Proposed in City Package A)
- Emergency Center Operations Activations (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)

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

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 <u>Bilingual Pay</u>
 - 10.X.1 <u>To be eligible for a bilingual premium pay, Aan employee must meet</u> 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 <u>benefited</u> 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.

- 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 AEA AND CAMP – HOLIDAYS AND EXECUTIVE LEAVE

City Proposed Language:

ARTICLE 8 LEAVES

- 8.1 <u>Holidays</u>
 - 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 Independence Day Labor Day

Indigenous Peoples' Day Veterans Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day New Year's Eve 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 <u>Executive Leave</u> Executive leave is a benefit provided in recognition of the hours in excess of forty (40) hours per week, which may be necessary but are not directly compensated on an hourly basis. Effective the first pay period of payroll calendar year 2024, each full-time employee shall be entitled to an additional eight (8) hours of executive leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Executive leave is awarded as hours/days off, up to a maximum of forty-eight (4048) hours/five-six (56) days during a payroll calendar year. Executive Leave is not an accrued benefit and unused leave does not carry over from year to year.

The Management Performance Program (MPP) provides that the Department Director or designee may approve up to forty (40) additional hours of executive leave for employees who receive a performance appraisal of commendable or outstanding.

8.5.1 Effective the first pay period of payroll calendar year 202<u>4</u>2, when an employee is hired or promoted into a position eligible for executive leave, the leave will be prorated during the first year dependent upon the hire date.

| Start Date in Position | Hours of Executive Leave |
|------------------------------|--------------------------|
| January 1 – February 28 | 4 <mark>08</mark> hours |
| (February 29 on a Leap Year) | |
| March 1 – April 30 | <u>3240</u> hours |
| May 1 – June 30 | 24 <u>32</u> hours |
| July 1 – August 31 | <u> 1624</u> hours |
| September 1 – October 31 | 8 <u>16</u> hours |

| November 1 – End of Payroll | 08 hours |
|-----------------------------|----------|
| Calendar Year | |

- 8.5.1.1 Effective the first pay period of payroll calendar year 2022, a<u>A</u>n employee who is promoted or demoted into an AEA/CAMP-represented classification will have the number of Executive Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.
- 8.5.2 Effective the first pay period of payroll calendar year 202<u>4</u>2, an employee on a reduced work week schedule will receive executive 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% | 4 <u>8</u> 0 hours | |
| 30-34.9 hours per week | 75% | 3 <u>6</u> 0 hours | |
| 25-29.9 hours per week | 62.5% | <u>2530</u> hours | |
| 20-24.9 hours per week | 50% | 2024 hours | |
| Less than 20 hours per week | Unbenefited | None | |

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 |