

2023 AMSP NEGOTIATIONS PACKAGE PROPOSAL C

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 (See Attached)
- Bilingual Pay (As Proposed in City Package B)
- Manager on Duty Premium 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 (As Proposed in City Package B)

CHILDCARE

- Childcare (As Proposed in City Package B)

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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 (See Attached)
- 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 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~~\$75 for employees in Fiscal Year 2023-2024 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. In Fiscal Year 2024-2025, the voucher shall be up to \$300, and in Fiscal Year 2025-2026, the voucher shall be up to \$325. 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 AMSP – MANAGER ON DUTY PREMIUM PAY

City Proposed Language:

10.10 Manager on Duty Premium Pay

Effective two full pay periods following approval of tentative agreement on a successor Memorandum of Agreement by City Council in open session, employees in the Airport Operations Supervisor I (3524), Airport Operations Supervisor II (3527), and Airport Operations Supervisor III (3528) classifications in the Airport Department shall be eligible for a \$5.00 per hour premium pay for each eligible hour, to the nearest fifteen (15) minutes, assigned and actually worked as the Manager on Duty (MOD) for Airside Operations.

**CITY COUNTERPROPOSAL 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. 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, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.x An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to 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.