

2023 AEA NEGOTIATIONS PACKAGE PROPOSAL D

TERM

- July 1, 2023 – June 30, 2026

WAGES

- Fiscal Year 2023-2024

3.5% 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 AEA shall be increased by approximately 3.5%.

- 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 AEA 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 AEA shall be increased by approximately 3%.

WAGES AND SPECIAL PAY

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

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)

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)

**2023 AEA NEGOTIATIONS
PACKAGE PROPOSAL D**

PROFESSIONAL DEVELOPMENT PROGRAM

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

OTHER

- Overpayments of Compensation (As Proposed in City Package C)
- 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)

GRIEVANCE PROCEDURE

- Grievance Procedure (Placeholder)

LAYOFF

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

HOUSEKEEPING

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

SIDE LETTERS

- Regional Wastewater Facility Staffing (See Attached)

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 Bilingual Pay

10.X.1 To be eligible for a bilingual premium pay, An 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.

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS

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. This determination shall be made by the City Manager or designee in consultation with the Department Director.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS (AEA) IFPTE, LOCAL 21

Regional Wastewater Facility Staffing

To address staffing shortages at the Regional Wastewater Facility, Stantec began providing engineering and project management services in October 2013. The intention was for the contract to last only five (5) years while City staffing recovered, and the agreement was structured with the intention that consultant functions transition back to City staff. The contract was extended for another five (5) years in 2017 to align with the programmatic, technical, and resource demands of the program; and for similar reasons, extended again in 2023 for an additional three (3) years with two one (1) year options to extend.

Stantec committed to training programs and plans to transition the work back in-house by 2018. These transition plans have not come to full fruition. The Environmental Services Department (ESD) has transitioned thirteen (13) positions to City staff thus far, with the greatest strides in filling the Deputy Director, multiple Principal Engineer positions, and core programmatic level positions. However, despite numerous recruitment efforts over the years, the department has continued to have challenges in hiring Senior Engineers.

The City and IFPTE, Local 21 have agreed to the following principles, standards, and process for contracting-out and the services being provided through the Stantec Consulting Services Agreement:

- 1) The parties commit to delivering ESD's CIP projects with the highest quality and on time and on-budget.
- 2) The parties commit to use City staff to perform engineering, planning, architectural, construction management, program management, and project management work where feasible and practicable given the needs of the CIP and availability of appropriate City staff with necessary specialized expertise.
- 3) The parties agree that the plan is to phase out consultants and transition consultant positions to City staff where applicable (e.g., some consultant program staff will simply phase out with no transition needed).
- 4) The parties recognize that contracting out select CIP work may be necessary for the following reasons:
 - a) The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.
 - b) The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.

