

June 7, 2023

Via E-mail
john.tucker@ca.afscme57.org

John Tucker
1150 N. First Street #101
San Jose, CA 95112

Re: 2023 Memorandum of Agreement Negotiations

Dear John:

As we discussed today, the City appreciates the movement that MEF provided in its package proposal to the City. While there are still areas where the City and MEF are far apart, we want to acknowledge that we were able to talk through many issues during today's negotiation session and we remain hopeful that the parties will reach an overall tentative agreement prior to the June 30, 2023, expiration of MEF's current Memorandum of Agreement (MOA). To that end, the City is providing a written counter package proposal to MEF, which is enclosed for MEF's consideration. Notably, this counter proposal provides for a 5.00% general wage increase in Fiscal Year 2023-2024, a 4.00% general wage increase in Fiscal Year 2024-2025, and a 3.00% general wage increase in Fiscal Year 2025-2026. This is consistent with the general wage increases negotiated with other bargaining units this year, whose 5% increase will be effective June 25, 2023. While the general wage structure set forth in Package E does represent the City's full authority on general wage increases, as discussed today, we remain open to continuing to discuss other economic and non-economic items in the hopes of reaching an overall tentative agreement.

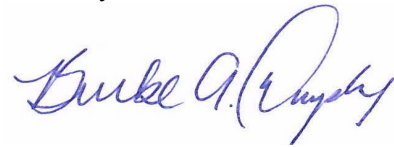
As we have discussed, the last City Council meeting will be held on June 20, 2023. As MEF is also aware, the City has tied the effective date of any Fiscal Year 2023-2024 economic adjustments to the pay period following City Council adoption of the successor MOA in open session. This means that there is no guarantee of retroactivity should the parties fail to reach an agreement prior to the expiration of the current MOA.

While we understand that MEF's position related to pre-impasse mediation remains unchanged, we still believe that it would be beneficial to have a neutral third party help the parties work through the remaining issues and the City's offer for pre-impasse mediation still stands.

John Tucker
June 7, 2023
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We look forward to meeting with MEF next week to continue discussions.

Sincerely,

A handwritten signature in blue ink that reads "Burke A. Dunphy". The signature is written in a cursive style with a large, prominent initial 'B'.

Burke Dunphy

Encl(s): City Package E

cc: Jennifer Schembri, Director of Employee Relations and
Human Resources
Elsa Cordova, Assistant to the City Manager

2023 MEF NEGOTIATIONS PACKAGE PROPOSAL E

TERM

- July 1, 2023 – June 30, 2026

WAGES

- Fiscal Year 2023-2024

5.00% 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 MEF shall be increased by approximately 5.00%.

- Fiscal Year 2024-2025

4.00% 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 MEF shall be increased by approximately 4.00%.

- Fiscal Year 2025-2026

3.00% 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 MEF shall be increased by approximately 3.00%.

WAGES AND SPECIAL PAY

- 7.7, Call Back, and Standby Pay (As Proposed in City Package A)
- Bilingual Pay (As Proposed in City Package B)
- Public Safety Radio Dispatcher Certification 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)
- Library Holiday Schedule (As Proposed in City Package A)
- Library Holiday Leave (As Proposed in City Package A)

2023 MEF NEGOTIATIONS PACKAGE PROPOSAL E

WORKING IN A HIGHER CLASSIFICATION

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

RETIREMENT ADMINISTRATIVE COSTS

- Retirement Administrative Costs (As Proposed in City Package A)

SIDE LETTERS

- Class Specification Reviews (As Proposed in City Package A)
- Side Letter on Community Service Officer I/II Duties and Senior Community Service Officers (As Proposed in City Package B)
- Special Wage Adjustment – Biologist, Chemist, and Microbiologist (As Proposed in City Package D)
- Side Letter on Social Services (See Attached)
- Side Letter on Metrics for Classification Reviews (See Attached)

OTHER

- Overpayments of Compensation (As Proposed in City Package C)
- Period of Memorandum of Agreement (As Proposed in City Package A)
- Definition of the Market (See Attached)
- Library Committees (As Proposed in City Package A)
- Position Reallocation Process (As Proposed in City Package A)
- Animal Services Night Shift (As Proposed in City Package A)

DISCIPLINARY ACTION

- Discipline Appeals (Placeholder)

GRIEVANCE PROCEDURE

- Grievance Procedure (Placeholder)

PERFORMANCE APPRAISALS

- ~~Annual Step Increases (Placeholder)~~

LAYOFF

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

HOUSEKEEPING

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

2023 MEF NEGOTIATIONS PACKAGE PROPOSAL E

TENTATIVE AGREEMENTS

- Airport Operations Specialist and Animal Services Officer Shifts
- Higher Class Pay Lists
- New Employee Orientation
- Release Time for Steward Training
- Bargaining Unit Representatives
- Employee Assistance Program for Part-Time Unbenefited Employees
- Holiday-in-Lieu for Public Safety Dispatchers Class Series
- Housekeeping – Sick Leave
- Public Safety Radio Dispatcher Training Pay
- Protective Footwear
- Meal Allowance
- Apparel Allowance
- Employee Lists
- Incorporation of Shift Differential Hours Side Letter Agreement
- Housekeeping – Bereavement Leave
- Legal Administrative Assistant Classification Specification

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 – PUBLIC SAFETY RADIO DISPATCHER CERTIFICATION PAY

City Proposed Language:

ARTICLE 12 WAGES AND SPECIAL PAY

12.XX Public Safety Radio Dispatcher Certification Pay. Effective the first full pay period in Fiscal Year 2024-2025, incumbents in the following classifications who possess an Emergency Fire Dispatch (EFD) certification and an Emergency Medical Dispatch (EMD) certification shall be eligible to receive a 2.50% non-pensionable premium pay.

- Public Safety Radio Dispatcher Trainee (8532)
- Public Safety Radio Dispatcher FT/PT (8514/8534)
- Senior Public Safety Dispatcher FT/PT (8513/8533)
- Supervising Public Safety Dispatcher (8512)

0.50% increase to the Public Safety Radio Dispatcher Certification Pay effective Fiscal Year 2025-2026. Effective the first full pay period in Fiscal Year 2025-2026, the non-pensionable Public Safety Radio Dispatcher Certification Pay shall be a total of 3.00%.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Social Services

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to social service support and resources for those who utilize San José Library programs and services. This shall not be construed as an agreement to create social worker positions, as the addition of positions is not subject to meet and confer, but is solely intended to allow for continued discussions related to this matter.

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 MEF and approved by the City Council.

FOR THE CITY:

FOR THE UNION:

Burke Dunphy Date
Lead Negotiator
City of San José

John Tucker Date
Union Representative, AFSCME Local 101

Cindy Harlin
MEF President, AFSCME Local 101

2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS

CITY COUNTERPROPOSAL TO MEF – DEFINITION OF THE MARKET

City Proposed Language:

ARTICLE 22 DEFINITION OF THE MARKET

- 22.1 Comparable classifications in cities and counties in Santa Clara, San Mateo, Contra Costa, San Francisco, and Alameda Counties serving populations of 100,000 or more will be used to compare against City classifications. Population figures will be used from based on data from the U.S. Census Bureau.
- 22.2 Compensation information from the private sector will be gathered from existing published sources, and will be used to supplement public sector data as deemed appropriate by the City.
- 22.3 Based on the April 1, 20020, U.S. Census Bureau, 20020 Census of Population, the following agencies currently meet the definition of the market:

| | |
|---------------------------|-------------------------|
| Alameda County | Berkeley |
| Concord | Contra Costa County |
| Daly City | Fremont |
| Hayward | Oakland |
| San Francisco City/County | San Mateo County |
| Santa Clara <u>(City)</u> | Santa Clara County |
| Sunnyvale | <u>Richmond</u> |
| <u>Antioch</u> | <u>San Mateo (City)</u> |

22.4 Based on the classification, the City may utilize classifications at jurisdictions outside of those listed in 22.3 as appropriate and will obtain feedback from the Union in these cases.

22.4 If the Union believes that a long-term vacancy issue exists in an MEF-represented classification, the Union may request information and/or raise these matters for discussion at a Labor Management Committee meeting.