

Proposal made by MEF - AFSCME Local 101 to the City of San Jose

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Submitted on: 06/07/2023 @_____

STAFF UP SAN JOSE Key Proposals

“After five years of service, the City is retaining only 60% of its employees. Said another way, the City is losing about 40% of staff after five years of service”. Jennifer Schembri, Director of Human Resources

General Wage Increase over a three-year agreement: (Countered on 6/7/23)

The City must provide wages that genuinely compete with similar agencies in the South Bay and region, or our essential public services and communities will continue to erode.

2023: 7% 2024: 7% 2025: 6%

Restoration of the 5% Non-Pensionable wage increase (Proposed on 4/19/23)

One of the first things HR must explain to applicants is why not all wages would qualify for retirement. It hurts retention and workers alike. The City’s unfunded liability is rapidly eroding, and there’s no reason to continue this practice that no other agency in California practices.

Retention Pay (Proposed on 4/26/23)

Every day, workers leave their employment in the City and provide public services elsewhere. The City spends tens of millions retraining new workers, only for the cycle to repeat. Our City staff – who have been here for five, ten, and more years – are our most precious resource. We *must* do whatever it takes to keep their institutional knowledge in-house. It’s the *only* thing keeping the City running currently.

Eight weeks of Paid Family Leave (Proposed on 4/19/23)

San Jose currently has an embarrassing paid family leave benefit of one week. It’s wrong, discriminatory against women, and – like other San Jose benefits – is out of touch with what other regional public and private agencies provide.

The Union will join HR at twelve (12) in-person recruitment events or “Hiring Pipeline Activities” per year. (Proposed on 4/19/23)

San Jose HR recruitment staff need help reaching and convincing community members to start a career in public service. AFSCME is willing to put its reputation as America’s largest public-sector Union on the line and endorse the City of San Jose as a premier employer in the South Bay (assuming the City and the Union reach an agreement that the Union feels will reach our stated goals).

Create five (5) Social Worker positions for SJPL (and other Departments) (Proposed on 4/5/23)

Our libraries have become the front line for the changing needs of our communities. San Jose can achieve the dual goal of attracting library workers who want to focus on library programming while our

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new, top-tier Social Workers perform the vital work of performing casework for our community's most vulnerable populations.

[Special Classification Market and Critical Need Wage Increases and redefine our "comparable agencies" moving forward.](#) (See attached)

Some job classifications within the City are in a critical state concerning their vacancy rates. In some cases, our community is in danger. Additionally, many classifications are grossly behind the market, putting them at risk of becoming severely vacant. In addition to the above general wage increases, the City needs to address certain classifications with a sense of urgency it hasn't shown to date.

[Establish metrics for determining "hard-to-fill" classifications and redefine the "market" \(comparator agencies\)](#) (Counter proposed on 5/31/23)

The City needs to compare wages with agencies that it realistically competes with for attracting talent and establish metrics to measure which classifications are hard-to-fill and hard-to-keep. The current system of one or two people in the City making their judgments and reviewing classes "as needed" precipitates disaster. No other responsible agency in the region operates this way and has a subjective rather than objective approach to recruitment tracking.

The following Union proposals have been rejected and not countered by the City, and the Union is holding to our position:

[Counterproposal on Library schedules:](#) (Proposed on 5/3/23)

[Bilingual Pay](#) (Counter proposed on 5/31/23)

[ADD new language regarding work performed after-hours and delete reference to minimum rest in lieu of Union's proposal on "fatigue time.":](#) (Counter proposed on 5/3/23)

[Change the Shift Differential to a percentage-based rate and raise the minimum amount](#) Article 12.4 (Proposed on 3/29/23)

[Establish Fatigue Time](#) – Article 7.6.3 (Proposed on 3/29/23)

[At least 17 Market equity adjustments and or proposed job studies or classification reviews:](#) (Proposed on 5/3/23)

[Paid time off considered time worked when calculating overtime for employees mandated by the City to work overtime in a pay period](#) Article 7.3.4 (Proposed on 3/29/23)

[Guarantee of pay for reporting to work and split shift pay](#) (Proposed 5/31/23)

[Voluntary Deductions to create additional PAC tier for Union members who wish to do so](#) Article 6.5.1.1

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5% Training Pay for Animal Service Officers: Written counter pending

The Union will withdraw the following proposals:

The ability for employees to be able to change from 30 to 60 day LTD: (Proposed on 5/3/23)

Side Letter to renegotiate City's EERR (Proposed on 4/12/23)

Training Pays - Article 12.16 (Proposed on 3/29/23)

ADD a Childcare Benefit (see above)

The Union needs to be able to file grievances when remote work is unreasonably denied Article 7.10.1

Creation of a Committee to Explore Downpayment Assistance for Housing for City Employees

(proposed on 5/3/23)

ACA and AHT Schedule bidding: (Proposed on 5/3/23)

Counterproposal for two (2) Union seats on Library Safety Committee: (will agree to 1) (Proposed on 5/3/23)

The Union needs to be able to file grievances for allegations of discrimination Article 3.4.1

The Union needs to be able to file grievances for claims of safety violations Article 16.4

City Proposals the Union is *Rejecting* and summary reasons why:

Overpayments of Compensation (Proposed 4/19/23)

When the Union made two (2) separate proposals to the City, the first being the right to file grievances over alleged discrimination and the second being the ability to file grievances over alleged safety violations, the City rejected the proposals. The City informed the Union that the reason for rejection is that we may file in court allegations of discrimination and file complaints to OSHA for allegations of workplace safety violations. It should then come as no surprise to the City that the Union rejects this overpayment proposal, and the Union reminds the City that it may use the current process of taking its workers to court. The Union will not agree to the City unilaterally garnish an employee's wages.

Pension Administrative Costs above 0.17% to be paid by the pension fund Article 14.1.1 (Proposed on 3/29/2023)

For years, the City has raised the issue of the unfunded liability of the pension fund to the Union countless times. The unfunded liability has been used to justify the rejection of Union proposals and to buttress City backed cuts to pensions, wages, and benefits. For the City to now make a proposal that – no matter how small – increases the unfunded liability and reduces the pension fund is nothing short of astonishing. The Union rejects this proposal.

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[Meet and Confer during the term of the agreement regarding Job Spec changes](#) Side Letter (Proposed on 4/5/23)

The City is well aware that when the City wishes to make changes to classifications in a holistic way, which includes reviewing the current wages of the class, the Union is more than willing to listen to the City's concerns and review in good faith any proposed changes. What is happening is that HR is attempting to address the ongoing recruitment and retention issues by diluting minimum qualifications, educational requirements, and other barriers to entry in a desperate attempt to increase the applicant pool and City staff. In some cases, these changes create safety concerns for our Union members. The Union is extremely upset that the City would hide behind racial and equity reasons and use those as a red herring. The Union is more than willing to tear down any barriers prohibiting people from marginalized communities from gaining entry to public service. It has been a central tenet of our organization since way back before workers in San Jose went on strike because San Jose was paying women less than men. The fact is that the City is looking for yet another band-aid approach to its recruitment and retention issues rather than addressing root causes like those put forward by the Union(s) in the course of these negotiations. Asking the Union to waive one of its central-held rights to achieve this goal is patently absurd. The Union rejects this proposal outright.

[City Childcare RFP](#): The Union is adamantly opposed to the City's proposed RFP about a childcare search provider.

City Proposals or Counterproposals the Union will *Accept*:

[Employee Lists](#) Article 6.9 (Counter proposed 4/12/23)

[Incorporate Side Letter – Shift Differential Hours](#) Article 12. X (Proposed 4/26/23)

[Bereavement Leave](#) – Article 10.5 (Counter proposed 4/12/23)

[Protective footwear](#): (As proposed to Union in City Package C on 5/24/23)

[Meal Allowance](#): (As proposed to Union in City Package C on 5/24/23)

[Apparel allowance](#): As proposed to Union in City Package C proposal on 5/24/23)

[Add Legal Secretary III Classification](#) (As proposed to Union in City Package C on 5/24/23)

[Library committee](#) (As counter-proposed to the Union on 4/12/23)

[Cash in lieu of healthcare](#) (As counter proposed in City package A on 4/26/23)

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City Proposals the Union is Considering:

[Lunar New Year](#) (Proposed to Union on 5/10/23)

[City Healthcare Program – Side Letter Inclusion – No Change in Practice](#) Article 13 (Proposed to Union on 4/5/23)

[Reallocation appeal process](#) (As counter proposed by City on 4/12/23)

Existing Tentative Agreements (TAs)

[Community Service Officer Duties](#) (TA on 4/21/23)

[Holiday in Lieu for Public Safety Radio Dispatchers](#) (TA on 4/21/23)

[Housekeeping](#) – Sick Leave (TA on 4/21/23)

[Employee Assistance Program \(EAP\) for Part-time unbenefited employees](#) (TA on 4/21/23)

[Bargaining Unit Representatives at the Bargaining Table](#) (TA on 4/21/23)

[Public Safety Radio Dispatchers Training Pay](#) (TA on 4/21/23)

[Airport Ops Specialist series & Animal Services Officer Series Shifts](#) (TA on 3/30/23)

[HCL Lists provided to Union](#) (TA on 3/30/23)

[New Employee Orientation in Person](#) (TA on 3/30/23)

[Release Time for Union Stewards](#) (3/30/23)

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New Counter Proposals

12.10 Uniform Allowance:

An annual Uniform Allowance not to exceed five hundred dollars (\$500) shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.

12.10.3 Full-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$500.00 annually. A lump sum Payment shall be made during the first ~~two (2)~~ pay period of each year ~~month, in the amount of \$20.83 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s)~~

12.10.4 Part-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$250.00 annually, except for those employees in the classification of School Crossing Guard. A lump sum Payment shall be made during the first ~~two (2)~~ pay period of each year ~~month, in the amount of \$10.41 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s)~~

12.10.4.1 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work over 600 hours during the payroll calendar year shall receive the full gross uniform allowance of \$500.00; payment shall be made in January of the following year. In no event will any employee receive a total gross uniform allowance in excess of \$500.00.

12.10.4.2 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work 600 hours or less during the payroll calendar year shall receive a uniform allowance based on the hours worked by the employee as prorated to 600 hours; payment shall be made in January of the following year. In no event will any employee who works 600 hours or less during the payroll calendar year receive the full gross uniform allowance of \$500.00.

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6.2 Release Time

Full-Time Union Release Time:

In addition to the other time outlined in Section 6, a total of ~~two~~ one and one-half positions (2.5) shall be allocated to the Union for City paid release time and allocated as follows:

Union	Number of Positions
MEF President	1.0 0.5
MEF Chief Steward	1.0 0.5
Additional Position Chosen by MEF	0.5 0.5
Total	2.5 1.5

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 classifications. Population figures will be used from the U.S. Census Bureau.
- 22.2 Compensation information from the private sector will be gathered from existing published sources, and used to supplement public sector data as deemed appropriate.
- 22.3 Based on the April 1, 2000, U.S. Census Bureau, 2000 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	Santa Clara County
Sunnyvale	Richmond
Antioch	San Mateo (City)
Mountain View	Milpitas

~~22.4 To more accurately reflect the job market that San Jose competes in as an employer, Santa Clara County and the other cities in the above list that are within Santa Clara County shall be counted twice to determine average market wages. The City will only use "pensionable wages" in market average calculations.~~

~~22.5 When six (6) or fewer classification matches are available, the City agrees to use Valley Water, East Bay MUD, and Zone-7 as alternative comparators. When the use of those~~

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agencies still produces less than six (6) classification matches, the City and the Union will meet and confer regarding appropriate matches for market comparison.

22.6 Within six (6) months of ratification of this agreement, the City and the Union shall meet to discuss and create a City policy concerning what metrics should be used for determining when a classification in the City has a vacancy rate or recruitment and retention issue that needs to be addressed.

22.7 The City shall, from time to time, perform a total compensation survey on the largest (by number) twenty (20) "benchmark classifications" represented by MEF.