TERM

July 1, 2015 – June 30, 2018

WAGES

3% general wage increase effective Fiscal Year 2015-2016. Effective June 21, 2015, all salary ranges for employees holding positions in classifications assigned to AEA, AMSP and CAMP shall be increased by approximately 3%.

- In recognition of this three (3) year Memorandum of Agreement (MOA) being reached prior to the adoption of the Fiscal Year 2015-2016 budget, thus providing both the City and employees budget and labor stability for the next three (3) Fiscal Years, a one-time lump sum non-pensionable payment equivalent to approximately 1% of an employee’s base pay as of June 20, 2015, shall be made to full-time employees holding positions in classifications assigned to AEA, AMSP and CAMP within two (2) full pay periods following ratification by the membership of AEA, AMSP and CAMP, and approval by City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must be continuously employed in an AEA, AMSP, or CAMP represented position from June 20, 2015, to the date when the payment is made. This one-time lump sum non-pensionable payment shall be made separately from an employee’s regular pay.

3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to AEA, AMSP and CAMP shall be increased by approximately 3%.

3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period of Fiscal Year 2017-2018, all salary ranges for employees holding positions in classifications assigned to AEA, AMSP and CAMP shall be increased by approximately 3%.

For Fiscal Years 2016-2017 and 2017-2018, the parties agree that this agreement may reopen on the subject of wages by mutual agreement. This means that, notwithstanding the term of the agreement, either party may request to meet and confer over the subject of wages but only during the last two years of the agreement (Fiscal Year 2016-2017 and 2017-2018) and only if the other party agrees. Nothing in this provision should be construed to obligate either party to agree to meet and confer on the subject of wages.

PERSONAL PROTECTIVE EQUIPMENT

See Attached

SICK LEAVE (CAMP only)

See Attached

PREMIUM PAY (AEA Units 41/42 only)

See Attached

CONTRACTING IN (AEA only)

See Attached
2015 IFPTE NEGOTIATIONS
TENTATIVE AGREEMENT*

BENEFITS (HEALTH / DENTAL IN-LIEU and VISION – 4 TIER RATES)
See Attached

HOUSEKEEPING - DISABILITY
See Attached

PROFESSIONAL DEVELOPMENT PROGRAM
See Attached

NOTARY SERVICES (CAMP only)
See Attached

DUES DEDUCTION (AMSP & CAMP only)
See Attached

ELIGIBILITY FOR USE OF SICK LEAVE
See Attached

PROFESSIONAL MEMBERSHIPS (AEA only)
See Attached

VACATION SELL BACK
See Attached

UNIFORM ALLOWANCE (CAMP)
See Attached

HIGHER CLASS PAY
See Attached

SIDE LETTER AGREEMENTS
- Retiree Healthcare Funding (Incorporate into MOA) – See Attached
- Classification Review – See Attached
- Labor Management Committee – See Attached

The following side letters will continue:
- Employee Commute Benefit Pilot Program – See Attached
- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations, as extended by mutual agreement of the parties. – See Attached
REOPENERS

- Retirement issues (See Attached)
- Changes to healthcare (See Attached)

* This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.

FOR THE CITY:

Jennifer Schembri
Interim Director
Office of Employee Relations

Ashwini Kantak
Assistant Director
Environmental Services Department

Barry Ng
Director
Public Works Department

Carolyn Gibson
Executive Analyst
Office of Employee Relations

Rashele Matthys
Executive Analyst
Office of Employee Relations

FOR THE UNION:

Lamoin Werlein-Jaen
Lead Representative
IFPTE Local 21

John Mukhar
President
AEA, IFPTE Local 21

Steve Contreras
President
AMSP, IFPTE Local 21

Kara Capaldo
President
CAMP, IFPTE Local 21

Brad Fox
Team Member
AEA, IFPTE Local 21

Sally Salman
Team Member
AEA, IFPTE 21
2015 IFPTE NEGOTIATIONS
TENTATIVE AGREEMENT*

Angel Alvarez  
Team Member  
AMSP, IFPTE Local 21

Jesse Perez  
Team Member  
AMSP, IFPTE Local 21

Cindy Rebhan  
Team Member  
CAMP, IFPTE Local 21

Alan Wiley  
Team Member  
CAMP, IFPTE Local 21

City of San Jose
June 16, 2015
Page 4 of 4
CITY COUNTER PROPOSAL - PERSONAL PROTECTIVE EQUIPMENT

City Proposal:

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

14.2 The City agrees to reimburse eligible employees for the purchase of protective footwear for up to $450 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. 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.

14.3 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to $200 for employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

14.34 The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973. Enforcement and rule-making authority is lodged with the Department of Industrial Safety. The Department of Industrial Safety has jurisdiction for inspection and enforcement of standards; therefore, any disputes...
ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.

14.2 The City agrees to reimburse eligible employees a voucher for the purchase of protective footwear for up to $150-200 for full-time-employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time-employee. 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. 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.

14.3 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to $200.00 for employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.
CITY COUNTER PROPOSAL – PERSONAL PROTECTIVE EQUIPMENT

City Proposal:

ARTICLE 14  PERSONAL PROTECTIVE EQUIPMENT

14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.

14.2 The City agrees to reimburse eligible employees a voucher for the purchase of protective footwear for up to $200 of each full-time-employee when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time-employee. 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 the employee’s safety shoes if they are damaged beyond use due to a workplace incident. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 11.11 above are not eligible to receive a reimbursement for protective footwear under this provision.
CITY PROPOSAL – SICK LEAVE

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

8.3.1 Each part-time and full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.
City's Proposed Language:

ARTICLE 10.5 PREMIUM PAY

10.5.1 Effective the first pay period following ratification by the membership and approval by the City Council, employees shall receive a professional achievement incentive of 1.05% (paid biweekly) in addition to their base salary as follows. Employees are eligible for one (1) professional achievement incentive. In order to receive the professional achievement incentive the license or registration must be issued by the State of California, Department of Consumer Affairs, Board of Professional Engineers, Land Surveyors, and Geologists or the State of California Architects Board, related to the specific discipline of the employee's classification, and is subject to approval by Department Director or designee. The premium pay becomes effective the first full pay period after the date an approved application is received by the Payroll Department.

10.5.2 Eligible Licenses/Registrations:

<table>
<thead>
<tr>
<th>License/Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Architect</td>
</tr>
<tr>
<td>Architect</td>
</tr>
<tr>
<td>Professional Engineer (Civil)</td>
</tr>
<tr>
<td>Engineering Geologist</td>
</tr>
<tr>
<td>Traffic Engineer</td>
</tr>
<tr>
<td>Professional Engineer (Mechanical)</td>
</tr>
<tr>
<td>Professional Engineer (Electrical)</td>
</tr>
<tr>
<td>Fire Protection Engineer</td>
</tr>
<tr>
<td>Professional Engineer (Chemical)</td>
</tr>
<tr>
<td>Professional Engineer (Control Systems)</td>
</tr>
<tr>
<td>Structural Engineer</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
</tr>
<tr>
<td>Professional Engineer (Industrial)</td>
</tr>
</tbody>
</table>

10.5.3 Effective the first pay period following ratification by the membership and approval by the City Council, employees in the Fire Department are eligible to receive a professional achievement incentive for a Plans Examiner Certificate. These employees in the Fire Department are only eligible for one (1) professional achievement incentive for a maximum of 1.50% of base salary. The premium pay becomes effective the first full pay period after the date an approved application is received by the Payroll Department.
10.5.4 Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

10.5.5 Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration.
20.1 The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

20.2 The City and the Union commit to delivering the CIP and related projects with the highest quality, on time and on budget. The City commits to engage with the Union to identify and discuss opportunities to in-source (“contract-in”) the performance of various services either currently, or planned to be, performed contractually by non-City employees, through the joint Contracting-In-Pilot Project and through other available means, outside of the meet and confer process.

20.3 The City has established a Contracting-In-Pilot Project Steering Committee for review and evaluation of the effectiveness of the Contracting-In-Pilot Project. The Committee meets monthly to review the implementation status of the pilot project, remove barriers to implementation, discuss and work for resolution of issues that may arise. The Union will sit on this committee as a full participant.
11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 Effective pay date July 1, 2015, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period.

<table>
<thead>
<tr>
<th>If eligible for family coverage</th>
<th>Health in-lieu</th>
<th>Dental in-lieu</th>
</tr>
</thead>
<tbody>
<tr>
<td>$221.84</td>
<td>$19.95</td>
<td></td>
</tr>
<tr>
<td>If NOT eligible for family coverage</td>
<td>$89.09</td>
<td>$19.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Health Insurance Tier</th>
<th>Health-in-Lieu</th>
<th>Dental-in-Lieu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$89.09</td>
<td>$6.65</td>
</tr>
<tr>
<td>Employee plus spouse/domestic partner</td>
<td>$147.87</td>
<td>$13.30</td>
</tr>
<tr>
<td>Employee plus Child(ren)</td>
<td>$129.39</td>
<td>$11.64</td>
</tr>
<tr>
<td>Family</td>
<td>$221.84</td>
<td>$19.95</td>
</tr>
</tbody>
</table>

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage eligible for the employee only coverage for the payment-in-lieu of health and dental program.

11.10 Vision Care. Effective during the open enrollment following ratification by the membership and approval by the City Council and for coverage beginning the following calendar year, the City will contribute towards vision care benefits for eligible full-time employees up to $16.00 per month ($8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.10.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.
City's Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

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<th>Dental-in-Lieu</th>
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<tbody>
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<td>$19.95</td>
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<tr>
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<td>$19.95</td>
</tr>
</tbody>
</table>

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage, eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.4 Vision Care The City will contribute towards vision care benefits for eligible full-time employees up to $16 per month, ($8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.4.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.
2015 CITY OF SAN JOSE – CAMP NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL – BENEFITS

City's Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

<table>
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<th>Dental-in-Lieu</th>
</tr>
</thead>
<tbody>
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</tr>
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<td>If NOT eligible for family coverage</td>
<td>$89.09</td>
</tr>
</tbody>
</table>

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.4 Vision Care Effective December 22, 2013, the City will contribute towards vision care benefits for eligible full-time employees up to $16.00 per month ($8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.4.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.
ARTICLE 8 LEAVES

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.

8.6 Disability Leave

8.6.1 Disability Leave Supplement—Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers’ Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary. Effective June 24, 2012, employees shall no longer be eligible to receive DLS.

8.6.2 Eligibility for Disability Leave Supplement—A full-time employee who is required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division 1 or Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in Section 8.6.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.

8.6.2.1 After the initial three-day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers’ Compensation Section. In no event may DLS exceed the limit specified in Section 8.6.6.
8.6.3 — Eligibility for Disability Leave Supplement Linked to Temporary Disability. If the
Workers' Compensation Appeals Board of the State of California or any judicial
court should determine that the employee is not entitled to Temporary Disability
(WCTD) compensation, the employee shall not be entitled to Disability Leave
Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid
to the employee by the City must be returned to the City within one year.

8.6.4 — Ineligible Causes for Disability Leave. An employee shall not be eligible for
disability leave, and shall not receive DLS if the injury or illness that causes the
absence results from:

- an act of gross negligence of such employee
- any work voluntarily undertaken by employee from which he/she has
  been prohibited from engaging in as determined by a City physician,
  prior to the date of injury.

8.6.5 — Ineligibility if Offer and Decline of Modified Duty. DLS shall not be provided if the
City offers the employee employment at identical or similar salary, within the
employee's medical limitations, and the employee refuses or fails to accept duty
for which he/she is physically qualified.

8.6.6 — Maximum Term of Disability Leave Supplement. The employee will receive DLS
benefits equal to the amount of money which, when added to the WCTD equals
85% of what the employee would have earned at the position from which he/she
is disabled for one of the following time periods, whichever is shortest:

- The time the employee is medically required to be absent due to a work-
  related injury or illness, after the required three day waiting period.
- The period of time WCTD is payable to the employee under the Workers' Compensation
  provisions of Division 4 or Division 4 of the Labor Code of the
  State of California.
- Effective June 26, 2011, an employee will be eligible to receive DLS for a
  maximum of three (3) months (or 520 hours if not continually absent) for any
current or future work-related injury or illness. Any employee who has
  exceeded three (3) months (or 520 hours if not continually absent) as of June
  26, 2011, will no longer be eligible to receive DLS.

8.6.7 — Time Limit for DLS Eligibility. Effective June 26, 2011, after 520 hours of DLS,
the employee is entitled to no additional compensation for the injury or illness.
No employee shall be eligible for DLS five (5) years after the date of the onset of
the injury or illness for which he/she is claiming DLS.

8.6.8 — Disability Leave Supplement is in Lieu of Regular Compensation. Employees
who receive WCTD and DLS compensation do not receive their regular salary.
DLS as described in this Article is in lieu of regular compensation.

8.6.9 — Requirement of Evidence Proving Temporary Disability. The Director of Finance
is responsible for determining eligibility for DLS. In making this determination,
the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director. The Director may require the employee to submit to a medical examination by a physician selected by the City.

8.6.10 *Termination of Disability Leave* An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of accrued vacation and of Sick Leave as provided in Section 8.3 and with Workers’ Compensation may be separated from City service.

8.6.11 *Integration* After the maximum time limit specified in Article 8.6.6, the integration of an employee’s available leave will occur in the following order: (1) accrued Vacation hours, and (2) accrued Sick Leave once Vacation has been exhausted.

- In no event shall an employee receive an amount, including any Workers’ Compensation Temporary Disability payments, in excess of the employee’s regular base salary.
CITY PROPOSAL – HOUSEKEEPING – DISABILITY

City's Proposed Language:

ARTICLE 8 LEAVES

8.3 Sick Leave

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee’s grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

8.3.3 Accrued sick leave may also be utilized for job-related illness or injury in accordance with the provisions of Section 8.6 Disability Leave, or if the employee is medically required to be absent from work between the date an examining physician determines the employee’s condition to be “permanent and stationary” and the date the employee is so notified. Such accrued sick leave may not be utilized if the employee is otherwise entitled to temporary disability leave compensation for the above-referenced period of time.

8.3.4 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.

8.3.5 Anything in this Article to the contrary notwithstanding, an employee who, pursuant to the provisions of Section 8.6 of this Agreement, has been receiving temporary disability leave compensation and who has received the maximum allowable amount of such compensation pursuant to Section 8.6 Disability Leave, and who is entitled to Workers’ Compensation temporary disability benefits, shall be permitted to utilize accrued sick leave subject to the following restrictions; Sick Leave shall be utilized in one-half (1/2) hour increments, but in no event shall an employee receive an amount, including any Workers’ Compensation temporary disability compensation, in excess of such employee’s regular base pay.
8.6 Disability Leave

8.6.1 Disability Leave Supplement - Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers’ Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary. Effective June 24, 2012, employees shall no longer be eligible to receive DLS.

8.6.2 Eligibility for Disability Leave Supplement - A full-time employee who is required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in Section 8.6.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.

8.6.2.1 After the initial three-day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers’ Compensation Section. In no event may DLS exceed the limit specified in Section 8.6.6.

8.6.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability - If the Workers’ Compensation Appeals Board of the State of California or any judicial court should determine that the employee is not entitled to Temporary Disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS monies paid to the employee by the City must be returned to the City within one year.

8.6.4 Ineligible Causes for Disability Leave - An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from:

- an act of gross negligence of such employee
- any work voluntarily undertaken by employee from which he/she has been prohibited from engaging in as determined by a City physician, prior to the date of injury.

8.6.5 Ineligibility if Offer and Decline of Modified Duty - DLS shall not be provided if the City offers the employee employment at identical or similar salary, within the employee’s medical limitations, and the employee refuses or fails to accept duty for which he/she is physically qualified.

8.6.6 Maximum Term of Disability Leave Supplement - The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which he/she is disabled for one of the following time periods, whichever is shortest:

City of San Jose
June 16, 2015
Page 2 of 3
• The time the employee is medically required to be absent due to a work-related injury or illness, after the required three-day waiting period.

• The period of time WCTD is payable to the employee under the Workers’ Compensation provisions of Division 4 or Division 4A of the Labor Code of the State of California.

• Effective June 26, 2011, an employee will be eligible to receive DLS for a maximum of three (3) months (or 520 hours if not continually absent) for any current or future work-related injury or illness. Any employee who has exceeded three (3) months (or 520 hours if not continually absent) as of June 26, 2011, will no longer be eligible to receive DLS.

8.6.7 Time Limit for DLS Eligibility Effective June 26, 2011, after 520 hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS five (5) years after the date of the onset of the injury or illness for which he/she is claiming DLS.

8.6.6 Disability Leave Supplement is in Lieu of Regular Compensation Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation.

8.6.9 Requirement of Evidence Proving Temporary Disability The Director of Finance is responsible for determining eligibility for DLS. In making this determination, the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director. The Director may require the employee to submit to a medical examination by a physician selected by the City.

8.6.10 Termination of Disability Leave An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of accrued vacation and of Sick Leave as provided in Section 8.3, and with Workers’ Compensation may be separated from City service.

8.6.11 Integration After the maximum time limit specified in Article 8.6.6, the integration of an employee’s available leave will occur in the following order: (1) accrued Vacation hours, and (2) accrued Sick Leave once Vacation has been exhausted.

* In no event shall an employee receive an amount, including any Workers’ Compensation Temporary Disability payments, in excess of the employee’s regular base salary.
City's Proposed Language:

ARTICLE 8    LEAVES

8.3    Sick Leave

8.3.1    Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1    Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.
CITY COUNTER PROPOSAL – PROFESSIONAL DEVELOPMENT PROGRAM

City’s Proposed Language:

ARTICLE 11 BENEFITS

11.6  Professional Development Program. The City will reimburse each employee 100% of eligible expenses incurred, up to $1,000.00 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual’s Professional Development Program.

11.6.1 A total of $300-500 (of the $1,000 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual’s Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee’s current City position or occupation or are required of the employee’s current City position or occupation.
City Proposal:

ARTICLE 11  BENEFITS

11.7  Professional Development Program. The City will reimburse each employee 100% of eligible expenses incurred, up to $1,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AMSP, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program.

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CITY COUNTER PROPOSAL - PROFESSIONAL DEVELOPMENT PROGRAM

City Proposal:

ARTICLE 11    BENEFITS

11.7   Professional Development Program The City will reimburse each employee 100% of eligible expenses incurred, up to $1,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by CAMP, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program.

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ARTICLE 10  WAGES AND SPECIAL PAY

10.5 Notary Services. Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San José by the Department Director or designee, shall be compensated at the rate of twenty-five dollars ($25) for each bi-weekly pay period actually worked, subject to Department Director approval. Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay is authorized. When a certification expires, the notary services pay will automatically cease and it is the employee’s responsibility to resubmit the request to Payroll with a valid/current certification in order to continue notary services pay.
ARTICLE 6.5 DUES DEDUCTION

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1., provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.
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CITY PROPOSAL - ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.
Article 8.3 Sick Leave

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11.8 Professional Memberships: Each employee is eligible for the City paying or reimbursing reimbursement for membership fees or dues paid for the maintenance of a license required to perform employee's job and for dues paid for membership in one additional job related professional association (this includes the state and/or local chapters of the organization when membership for the national association requires membership in an affiliating state/local chapter).
City Counter-Proposal:

8.2 Vacation

8.2.1 Vacation accrues at the following rate for each paid hour (either worked or paid absence or holiday closure):

- 1-5 years of service = 120 hours annually for full-time employees
- 6-14 years of service = 160 hours annually for full-time employees
- 15+ years of service = 200 hours annually for full-time employees

8.2.2 Employees shall not be allowed to accrue vacation in excess of two (2) times their annual vacation accrual rate. Once the maximum accumulation has occurred, vacation will cease to accrue until the employee’s vacation balance has fallen under their maximum vacation accrual amount. Any employee who is already above two (2) times their annual vacation rate will cease from accruing vacation until they have used enough vacation to bring them below their maximum accrual amount, or have sold back an amount that brings them below their maximum accrual amount.

8.2.2.1 Subject to tax counsel approval, effective calendar year 2016, employees may sell back up to a maximum of forty (40) hours of accrued vacation after July 1, 2016.

8.2.2.2 Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:

8.2.2.3 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of forty (40) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year. The election made in 2015 cannot be sold back until after July 1, 2016.

8.2.2.4 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year the employee will be deemed to have received the value of the
vacation hours elected in that calendar year and will be taxed by the IRS accordingly.

8.2.2.5 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.

8.2.2.6 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

8.2.2.7 Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.
8.2 Vacation

8.2.1 Vacation accrues at the following rate for each paid hour (either worked or paid absence or holiday closure):

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</thead>
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<td>1 - 5</td>
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</tr>
<tr>
<td>6 - 14</td>
<td>160 hours</td>
</tr>
<tr>
<td>15+</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

Part-time benefited employees accrue vacation on a prorated basis.

8.2.2 Employees will continue to accrue vacation at the current rate in accordance with their years of service. Employees may only accrue vacation up to a maximum of two (2) times their annual accrual rate. Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit.

Employees who currently have accrued vacation balances that are in excess of the limits below, will maintain their current balance, however they will not accrue vacation until their balance falls below the maximum limit, or have sold back an amount that brings them below their maximum accrual amount.

<table>
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<th>Years of Service</th>
<th>Maximum Accrued Vacation</th>
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<tbody>
<tr>
<td>1 - 5</td>
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</tr>
<tr>
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8.2.2.1 Subject to tax counsel approval, effective calendar year 2016, employees may sell back up to a maximum of forty (40) hours of accrued vacation after July 1, 2016.

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8.2.2.3 Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of forty (40) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year. The election made in 2015 cannot be sold back until after July 1, 2016.

8.2.2.4 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year the employee will be deemed to have received the value of the vacation hours elected in that calendar year and will be taxed by the IRS accordingly.

8.2.2.5 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.

8.2.2.6 Any vacation hours accrued during that year will not be available for use until the employee’s accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

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8.2.2.7 Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.
11.11 Effective payroll calendar year 2016, an annual Uniform Allowance shall accrue for 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. The annual accrual rate shall not exceed the amount listed below.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Annual maximum accrual</th>
<th>Payment per first two pay periods per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>2425 Senior Park Ranger</td>
<td>$800</td>
<td>$33.33</td>
</tr>
<tr>
<td>3250 Animal Services Operations Supervisor</td>
<td>$500</td>
<td>$20.83</td>
</tr>
</tbody>
</table>

11.11.1 Effective December 20, 2015, payment shall be made during the first two (2) pay periods of each month per biweekly pay period. If an eligible employee is on unpaid leave or unpaid status for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).
CITY COUNTER PROPOSAL – WORKING IN A HIGHER CLASSIFICATION

City's Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.3 Working in a Higher Classification

10.3.1 Upon specific written assignment by the Department Director, or his/her designated representative, with prior written approval, a full-time employee may be required to perform the duties of a full-time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.

10.3.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status.

10.3.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee’s present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of 14 days one (1) month.
ARTICLE 10 WAGES AND SPECIAL PAY

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ARTICLE 12 RETIREE HEALTHCARE FUNDING AND BENEFITS

12.1 The City and the Employee Organization have agreed to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition began on June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g., gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.3350 of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.

12.2 The City and the Employee Organization further agree that the Municipal Code, and/or applicable plan documents shall be amended to the extent necessary in accordance with this agreement and that the Employee Organization will support such amendments.

12.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Federated City Employees' Retirement System Board's actuary and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be effective on the first pay period of the City's fiscal year in each succeeding year, the first increment which was on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of the ARC may vary upward or downward. The City and Employee Organization agree that the Plan member cash contribution rate shall not have an incremental increase of more than 7.5% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than 7.5% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 4.75% of pensionable pay. Retiree healthcare contribution rates as of June 20, 2015 will remain in effect until December 18, 2015. Notwithstanding the limitations on the
The City and plan members shall be contributing the contribution rate based upon the full Annual Required Contribution, beginning on June 21, 2015, December 20, 2015. In subsequent fiscal years, the City and the plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code.

This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement. The provisions set forth above shall be incorporated in any successor Memorandum of Agreement.

FOR THE CITY:

Jennifer Schembri
Interim Director of Employee Relations
Date 5/11/15

Cheryl Parkman
Executive Analyst
Office of Employee Relations
Date 5/11/15

FOR THE UNION:

Jaan Mukhar
President
AEA, IFPTE Local 21
Date 4/29/2015

Lamind Werlein-Jaen
Senior Staff
IFPTE, Local 101
Date 4/29/15
ARTICLE 12 RETIREE HEALTHCARE FUNDING AND BENEFITS

12.1 Employees may be eligible to receive retiree healthcare benefits, in accordance with the San Jose Municipal Code.

12.2 The City and the Employee Organization have agreed to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition began on June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g., gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.385f of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this section.

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CITY OF SAN JOSE - AMSP, IFPTE LOCAL 21
TENTATIVE AGREEMENT

Retirement contributions rates as of June 20, 2015 will remain in effect until December 19, 2015. Notwithstanding the limitations on the incremental increases, the City and Plan members shall be contributing the contribution rate based upon the full Annual Required Contribution, beginning on June 21, 2015. In subsequent fiscal years, the City and the Plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code.

This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement. The provisions set forth above shall be incorporated in any successor Memorandum of Agreement.

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[Signature]
Jennifer Schembri
Interim Director of Employee Relations
Date 5/1/15

FOR THE UNION:

[Signature]
Steve Contreras
President
AMSP, IFPTE Local 21

[Signature]
Cheryl Parkman
Executive Analyst
Office of Employee Relations
Date 5/1/15

[Signature]
Lamoin Werfein-Jaen
Senior Staff
IFPTE, Local 21
Date 4/15/15

City of San Jose
Page 2 of 2
ARTICLE 12  RETIREE HEALTHCARE FUNDING AND BENEFITS

12.1 The City and the Employee Organization have agreed to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition began on June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this section.

12.2 The City and the Employee Organization further agree that the Municipal Code and/or applicable plan documents shall be amended to the extent necessary in accordance with this agreement and that the Employee Organization will support such amendments.

12.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Federated City Employees' Retirement System Board's actuary and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be effective on the first pay period of the City's fiscal year in each succeeding year, the first increment which was effective on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of the ARC may vary upward or downward. The City and Employee Organization agree that the Plan member cash contribution rate shall not have an incremental increase of more than 75% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than 75% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 4.75% of pensionable pay. Retiree healthcare contribution rates as of June 20, 2015 will remain in effect until December 19, 2015. Notwithstanding the limitations on the incremental increases, the City
and plan members shall be contributing the contribution rate based upon the full Annual Required Contribution, beginning on June 24, 2015 December 20, 2015. In subsequent fiscal years, the City and the plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code.

This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement. The provisions set forth above shall be incorporated in any successor Memorandum of Agreement.

FOR THE CITY:

Jennifer Schembri      Date 5/16/15
Interim Director of Employee Relations

Cheryl Parkman        Date 5/16/15
Executive Analyst
Office of Employee Relations

FOR THE UNION:

Kara Capaldo        Date 4/30/15
President
CAMP, IFPTE Local 21

Lamoin Werlein-Jaen Date 5/6/15
Senior Staff
IFPTE, Local 21
SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF ARCHITECTS AND ENGINEERS, IFPTE LOCAL 21
(AEA UNITS 41/42 AND UNIT 43)

Classification Review

The City agrees that it will review the following classifications by December 31, 2016, subject to funding and the Human Resources Department determining that the classifications meet the criteria for a salary or compensation review, with Departmental input: Architect/Landscape Architect, Associate Architect/Landscape Architect, and Senior Architect/Landscape Architect and that its review may include, but not be limited to, classification structure and/or compensation. The City agrees that the Associate Architect/Landscape Architect and Associate Structure/Landscape Designer will be treated collectively as one classification for purposes of the classification review pursuant to this Side Letter.

Following this review, the City agrees to meet with AEA to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by AEA.

This Agreement is considered part of a tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY: FOR THE UNION:

Jennifer Schembri 6/16/15
Interim Director of Employee Relations

John Mukhar 6/16/15
President, AEA, IFPTE Local 21

Lamoin Werlein-Jaen 6/16/15
Lead Representative
IFPTE Local 21
SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
IFPTE LOCAL 21

Classification Review

The City agrees that it will review the following classifications by December 31, 2016, subject to funding and the Human Resources Department determining that the classifications meet the criteria for a salary or compensation review, with Departmental input: Airport Maintenance Supervisor, Equipment Maintenance Supervisor, Electrical Maintenance Superintendent, Parks Facilities Supervisor, Supervisor of Facilities, Maintenance Contract Supervisors, and that its review may include, but not be limited to, classification structure and/or compensation.

Following this review, the City agrees to meet with AMSP to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by AMSP.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri Date
Interim Director of Employee Relations

FOR THE UNION:

Steve Contreras Date
President, AMSP, IFPTE Local 21

Janoin Werlein-Jaen Date
Lead Representative
IFPTE Local 21
SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP)
IFPTE, LOCAL 21

Classification Review

The City agrees that it will review the following classifications by December 31, 2016, subject to funding and the Human Resources Department determining that the classifications meet the criteria for a salary or compensation review, with Departmental input: Environmental Services Program Manager, Information Systems Analyst, Parks Manager, Senior Analyst and Senior Librarian, and that its review may include, but not be limited to, classification structure and/or compensation.

Following this review, the City agrees to meet with CAMP to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by CAMP.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri Date
Interim Director of Employee Relations

FOR THE UNION:

Kara Capaldo Date
President, CAMP, IFPTE Local 21

Lamoin Werlein-Jaen Date
Lead Representative
IFPTE Local 21
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA UNITS 41/42 and 43)
AND
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP)
IFPTE LOCAL 21

Labor Management Committee

The City of San Jose (City) and the Association of Engineers and Architects, IFPTE Local 21 (AEA Units 41/42 and 43) and the City Association of Management Personnel (CAMP) IFPTE Local 21 agree to further discuss professional certifications for employees represented by AEA and CAMP, and the work schedule and/or unit designation of the Senior Park Ranger, Amusement Park Supervisor, and Food and Beverage Services Supervisor classifications. The parties agree that the discussion regarding the work schedule and/or unit designation of the above referenced CAMP classifications shall occur by August 31, 2015.

This agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement (MOA).

FOR THE CITY:

Jennifer Schembri  6/16/15
Interim Director of Employee Relations

FOR THE UNION:

John Mukhar  6/15/2015
President, AEA, IFPTE Local 21

Kara Capaldo  6/16/15
President, CAMP, IFPTE Local 21

Lamoin Werlein-Jaen  6/16/15
Lead Representative, IFPTE Local 21
Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21
(AEA UNITS 41/42 and UNIT 43)

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Association of Engineers and Architects (AEA Units 41/42 and Unit 43), IFPTE, Local 21 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.

- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.

- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
  - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
  - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.

- This agreement satisfies the Sustainable Transportation Incentive Side Letter Agreement reached between the City and Union dated September 25, 2013.

- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.
This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2015, the City and AEA will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and AEA will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

Alex Gurza  
Deputy City Manager  
Date 9/30/14

FOR THE UNION:

John Mukhar  
President  
AEA, IFPTE, Local 21  
Date 9/15/14

Jennifer Schambri  
Deputy Director of Employee Relations  
Date 9/30/14

Larain Werlein-Jaen  
Business Representative  
IFPTE, Local 21  
Date 9/25/14
Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
IFPTE, LOCAL 21

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Association of Maintenance Supervisory Personnel (AMSP), IFPTE, Local 21 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.

- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.

- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.

  - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.

  - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.

- This agreement satisfies the Sustainable Transportation Incentive Side Letter Agreement reached between the City and Union dated June 25, 2013.

- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.
This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2015, the City and AMSP will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and AMSP will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

Alex Gurza
Deputy City Manager

Date: 9.30.14

FOR THE UNION:

Steve Contreras
President
AMSP, IFPTE, Local 21

Date: 9.26.14

Jennifer Schembri
Deputy Director of Employee Relations

Date: 9.30.14

Lamoin Werlein-Jaen
Business Representative
IFPTE, Local 21

Date: 9.25.14
Side Letter Agreement

BETWEEN.

THE CITY OF SAN JOSE

AND

THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (CAMP), IFPTE, LOCAL 21

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the City Association of Management Personnel (CAMP), IFPTE, Local 21 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

• Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.

• Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.

• Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.

  o The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.

  o The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.

• This agreement satisfies the Sustainable Transportation Incentive Side Letter Agreement reached between the City and Union dated June 25, 2013.

• It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.
This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2016, the City and CAMP will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and CAMP will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

Alex Gurza 9-30-14
Deputy City Manager

Jennifer Schembri 9-30-14
Deputy Director of Employee Relations

FOR THE UNION:

Kara Capaldo 9-30-14
President
CAMP, IFPTE, Local 21

Lamoin Werlein-Jaen 9-25-14
Business Representative
IFPTE, Local 21
Side Letter Agreement

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP
AND NEGOTIATIONS

PURPOSE

The parties recognize the importance of funding the current retiree healthcare benefit, and since 2009, have been increasing contributions into the plan in order to begin paying the full Annual Required Contribution to ensure funding of the retiree healthcare benefit.

Neither the City nor the bargaining units have committed to close the plan. However, new employees will not enter the existing retiree healthcare plan. Since current employees share in paying the unfunded liabilities of the current retiree healthcare benefit, new employees who are not in the current plan would not be making those payments. The City has agreed to make the contributions towards the unfunded liabilities that those new employees would have paid had they been in the current plan. The City has agreed to do so in order to allow time for long-term solutions to be developed by a Retiree Healthcare Solutions Working Group ("Working Group") and negotiations.

The goal of the Working Group shall be to develop options that lead to long-term solutions to the retiree healthcare issue.

The City and the Coalition\(^1\) have agreed to immediately continue working on solutions to retiree healthcare both through the Working Group and subsequent negotiations. The parties are committed to working collaboratively towards long-term solutions and have agreed to remain open to considering various options. The options considered will include, but are not limited to, the following:

- Using high-deductible healthcare plans in combination with individual health savings accounts;
- Limitations on the current retiree healthcare benefit in combination with individual health savings accounts;
- Tiered healthcare benefit structures based on length of employment;
- Modification of eligibility requirements;
- Health plan design and rate structure changes;
- Incentives for employees to work beyond normal retirement eligibility; and
- The inclusion or exclusion of new employees in any modifications, or the formation of a completely different plan for new employees.

\(^1\) The San Jose Federated Labor Coalition consists of the following nine (9) bargaining units: Association of Building, Mechanical, and Electrical Inspectors (ABMEI), Association of Engineers and Architects (AEA), Association of Legal Professionals (ALP), Association of Maintenance Supervisory Personnel (AMSP), City Association of Management Personnel (CAMP), Confidential Employees' Organization (CEO), International Brotherhood of Electrical Workers (IBEW), Municipal Employees' Federation (MEF) and International Union of Operating Engineers, Local #3 (OE#3).
RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP

Facilitator:

By August 1, 2013, the City and the Coalition members will mutually agree on an independent person or entity that is knowledgeable in the area of retiree healthcare benefits to facilitate the Working Group.

The facilitator will facilitate the discussions, provide information to the parties, and generally assist in the development of options for long-term solutions. Upon the mutual agreement of the City and Coalition members, other subject matter experts may be engaged to assist in analyzing possible solutions.

The costs of the facilitator and any subject matter experts will be shared equally between the City and the Coalition members.

Participation:

In addition to the City and a representative from each bargaining unit in the Coalition, members of the Working Committee will include a representative of the retirees, and any unrepresented employee group(s).

Meetings:

The City and the Coalition will jointly schedule Working Group sessions in coordination with the facilitator. More frequent and longer Working Group sessions will be scheduled in the early stages of the process. The Working Group sessions will be open to employees and the public.

TIMELINE FOR RETIREE HEALTHCARE SOLUTIONS WORKING GROUP AND NEGOTIATIONS:

The Working Group shall agree upon a facilitator no later than August 1, 2013. The time period to schedule Working Group sessions will be from August 1, 2013, and conclude no later than December 31, 2013, unless the parties mutually agree to extend the timeframe. The City and the Coalition agree that this process will not supplant the meet and confer process regarding retiree healthcare.

Negotiations between the City and the bargaining units shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and the bargaining units shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply. The parties intend to meet and confer through coalition bargaining. However, all parties reserve their respective rights to withdraw from coalition bargaining. In such an event, the City and any bargaining unit that withdraws from the Coalition will bargain separately.
This Side Letter Agreement is considered part of the tentative agreement on retiree healthcare with the bargaining units and shall become effective only as part of the overall retiree healthcare agreement. Each bargaining unit conducts separate ratification processes, and this Side Letter Agreement shall be effective for those bargaining units who ratify the overall tentative agreement on retiree healthcare and only during the term of those agreements with each respective bargaining unit.

FOR THE CITY:

Alex Gurza
Deputy City Manager

Jennifer Schembri
Deputy Director of Employee Relations

Cheryl Parkman
Executive Analyst
Office of Employee Relations

FOR THE UNION:

Yulanda Cruz
President
MEF, AFSCME Local 101

Charles Allen
Business Agent
AFSCME, Local 101

Bill Pope
Business Representative
Operating Engineers, Local 3

Vera Todorov
President
ALP

Peter Fenerin
President
ABMEI
FOR THE UNION:

John Mukhar
President
AEA, IFPTE Local 21

Michael Seville
Acting Senior Representative
IFPTE, Local 101

Date
6/10/13

FOR THE UNION:

David Bepp
President
AMSP, IFPTE Local 21

Michael Seville
Acting Senior Representative
IFPTE, Local 101

Date
6/10/13

FOR THE UNION:

Matt Farrell
President
CAM, IFPTE Local 21

Michael Seville
Acting Senior Representative
IFPTE, Local 101

Date
6/10/13

FOR THE UNION:

Frank Crusco
Chief Steward
IBEW, Local 332

Dan Rodriguez
Business Representative
IBEW, Local 332

Date
6/10/13
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21
(AEA UNITS 41/42 and 43)

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Association of Engineers and Architects (AEA Units 41/42 and 43), agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and AEA, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or AEA receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to AEA and the parties shall commence the meet and confer process within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri 6/16/15
Interim Director of Employee Relations

FOR THE UNION:

John Mukhar 6/16/2015
President, AEA, IFPTE, Local 21

Lamoin Werlein-Jaen 6/16/18
Lead Representative, IFPTE, Local 21
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Association of Maintenance Supervisory Personnel, IFPTE Local 21 (AMSP) agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and AMSP, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or AMSP receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to AMSP and the parties shall commence the meet and confer process within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

[Signature]
Jennifer Schembri
Interim Director of Employee Relations

6/16/15

FOR THE UNION:

[Signature]
Steve Contreras
President, AMSP, IFPTE, Local 21

6/16/15

[Signature]
Lamoin Werlein-Jaen
Lead Representative, IFPTE, Local 21

6/16/15
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the City Association of Management Personnel, IFPTE Local 21 (CAMP), agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and CAMP, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or CAMP receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to CAMP and the parties shall commence the meet and confer process within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:
Jennifer Schembri
Interim Director of Employee Relations
Date 6/10/15

FOR THE UNION:
Kara Capaldo
President, CAMP, IFPTE, Local 21
Date 6-16-15

Jaimie Werlein-Jaen
Lead Representative, IFPTE, Local 21
Date 6/16/15
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21
(AEA UNITS 41/42 and 43)

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Association of Engineers and Architects (AEA), IFPTE, Local 21, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in healthcare providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 11.1 – 11.2 of the AEA MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or AEA may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or AEA receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri	6/16/15
Interim Director of Employee Relations

FOR THE UNION:

John Mukhar	6/16/2015
President, AEA, IFPTE, Local 21

Lamoin Werlein-Jaen	6/16/15
Lead Representative, IFPTE, Local 21
SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Association of Maintenance Supervisory Personnel (AMSP), IFPTE, Local 21, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 11.1-11.2 of the AMSP MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or AMSP may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or AMSP receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milius Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri
Interim Director of Employee Relations

Date

FOR THE UNION:

Steve Contreras
President, AMSP, IFPTE, Local 21

Date

Lamoin Werlein-Jaen
Lead Representative, IFPTE, Local 21

Date
SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the City Association of Management Personnel (CAMP), IFPTE, Local 21, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in healthcare providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 11.1 – 11.2 of the CAMP MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or CAMP may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or CAMP receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri 6/16/15
Interim Director of Employee Relations

FOR THE UNION:

Kara Capaldo 6/16/15
President, CAMP, IFPTE, Local 21

Tamoi Werlein-Jaen 6/16/15
Lead Representative, IFPTE, Local 21