

2013 POA NEGOTIATIONS
CITY PACKAGE PROPOSAL FOR SETTLEMENT

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This proposal is submitted in an attempt to reach a settlement to avoid the binding interest arbitration under Charter Section 1111, as amended by Measure V. The binding interest arbitration hearings are scheduled for May 6-8, 2013. In the event this proposal is not accepted, the City reserves the right to modify, amend and/or add proposals, including reverting back to previous proposals and the addition of proposals that are not included in this package. The City is not dropping any of its existing proposals that may go through interest arbitration or procedures under the MMBA. If the City and the POA proceed to interest arbitration, the City's wage proposal will not be the proposal contained herein and will be consistent with the limitations under Measure V, including the maximum increases in compensation set forth in Section 1111(g). It is the City's position that the City's proposal exceeds the maximum set forth in Section 1111(g) and would not be able to be awarded by the arbitration board.

Please note that we are providing 2 wage options in this settlement package (one unit-wide and one for top step employees only). Also please note that the City's wage proposal in this settlement package does not include the contingency language that was in the City's last wage proposal.

TERM

1 year term

WAGES

2% general wage increase

OR

Addition of a 2.5% salary step at the top of the salary range for each classification

LEAVE BALANCE BUYDOWN

80 hours of buydown of leave balance (terms to be negotiated)

SICK LEAVE PAYOUT: CURRENT EMPLOYEES

Current Employees: Freeze hourly rate and number of hours to be paid (As Proposed on March 20, 2013)

SICK LEAVE PAYOUT: NEW EMPLOYEES

New Employees will not be eligible for a sick leave payout (As Proposed on March 20, 2013)



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UNIFORM ALLOWANCE

Increase uniform allowance to \$900 annually

OUTSOURCING/CIVILIANIZATION

Community Service Officers (As Proposed on April 18, 2013)

TRANSFER POLICIES

Officer Transfer Policy and Sergeant Transfer Policy (As Proposed on April 18, 2013)

LONG TERM DISABILITY

See Attached



2013 CITY OF SAN JOSE – POA NEGOTIATIONS

CITY PROPOSAL – LONG TERM DISABILITY

City Proposed Language:

ARTICLE 33 LONG TERM DISABILITY

Effective the first full payperiod following the implementation of the Disability Retirement Section of the City Charter (1509-A), the City will pay 50% of the premium for each full-time bargaining unit employee who enrolls in the City's Long Term Disability 60 day program. If an employee chooses the 30 day Long Term Disability program, the employee shall pay the difference between the total cost of the 30 day program and the City's contribution towards the premium for the 60 day program.



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3/20/13

CITY PROPOSAL #7 and 8 – SICK LEAVE PAYOUT

City Proposed Language:

31.1 Sick Leave Payout

Any employee hired on or after June 23, 2013, shall not be eligible for sick leave payout.

For employees hired on or before June 22, 2013, sick leave payout shall be given to full-time benefited employees who are members of the Federated City Retirement System and the Police and Fire Retirement Plan at the time of retirement or death under one of the following conditions:

31.2.1 Police and Fire Retirement Plan

The employee is a member of the Police and Fire Retirement System and retired under the provisions cited in the plan and credited with at least twenty (20) years of service in this retirement plan or credited with any service prior to a service-connected disability retirement.

31.2.2 Federated City Retirement System

The employee is a member of the Federated City Retirement System and retired under the provisions cited in the plan and credited with at least fifteen (15) years of service in this retirement plan or credited with at least ten (10) years of service prior to a service-connected disability retirement.

31.2.3 Terminated Employee with Vesting Rights

The employee has terminated service with the City in good standing, retained vesting rights in a retirement system according to the provisions of the San Jose Municipal Code and following such termination qualifies for retirement and retires under the provisions cited in the code and has at the time of retirement credit for at least;

- 20 years of service in the Police and Fire Retirement System
- 15 years of service in the Federated City Retirement System

31.2.4 Death During Service

The estate of any full-time employee who dies while in City service and prior to retirement, even though the employee is not credited with at least;

- 20 years of service in the Police and Fire Retirement System
- 15 years of service in the Federated City Retirement System

31.2.5.3 If a full-time employee at the time of his/her service retirement or upon the employee's death has 1,200 hours or greater of earned unused sick leave, he/she, or his/her estate, shall be paid a sum of money equal to 100% percent of his/her hourly rate at the time of his/her death or service retirement, whichever is earlier, multiplied by the total number of his/her accumulated and unused hours of sick leave as of the date of his/her death or retirement. If, after retirement, the employee switches from service to disability retirement, the employee shall repay to the City the difference in sick leave payout between service and disability retirement (e.g. 100% service, 75% disability).

31.2.5.3.1 An employee who, at the time of his/her retirement, qualifies for benefits in the 800 to 1,200 hour category as provided in subsections 31.2.4.1 and 31.2.4.2 above, shall be credited, for insurance purposes only, with a value equal to twenty-five (25%) percent of his/her hourly rate of pay for those individuals in the seventy-five (75%) percent payment category or a value equal to twenty (20%) percent of his/her hourly rate of pay for those individuals in the eighty (80%) percent payment category at the time of his/her retirement or termination, whichever is earlier, multiplied by the total number of his/her accumulated and unused hours of sick leave as of the date of his/her retirement, or by 1,200 hours, whichever is less. The City shall pay the cost of health and/or dental insurance premium, for the type of coverage specified by the employee, for the employee or for the employee and his/her dependents under one of the health and/or dental insurance plans available at the time to regular full-time City employees, until such time as the total amount of such payments equals the total amount credited to such employee hereunder, or until the death of such employee, whichever is earlier.

31.2.6 Payment for Accrued Sick Time

Pursuant to 31.2.5, Upon retirement (Service or Service Connected Disability) an officer shall receive a lump sum cash payment for the total amount of accrued sick time hours.

31.2.7 Death of Terminated Employee

The estate of any full-time employee who had terminated service with the City in good standing but had retained vesting rights in a retirement system according to the provisions in the San Jose Municipal Code and dies (on or after July 10, 1977) prior to becoming eligible for retirement allowances as cited under provisions of the San Jose Municipal Code and has at the time of death credit for at least;

- 20 years of service in the Police and Fire Retirement System
- 15 years of service in the Federated City Retirement System

For purposes of determining the total number of accumulated and unused hours of sick leave of a full-time employee at the time of his/her retirement or death, unused sick leave from prior periods of employment with the City shall be used. Such previously accumulated sick leave shall be credited to the employee for use during an employee's current employment period.