CITY OF SAN JOSE
AND
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
TENTATIVE AGREEMENT

TERM

July 1, 2011 – June 30, 2013

WAGES

See attached

HEALTHCARE COST SHARING

See attached

HEALTHCARE CO-PAYS

See attached

HEALTH AND DENTAL IN LIEU

See attached

HEALTHCARE DUAL COVERAGE

See attached

DISABILITY LEAVE SUPPLEMENT

See attached

VACATION SELLBACK

See attached

SIDE LETTERS

- Retirement Benefits for current and new employees (See attached)
- Layoff (See attached)
- Supplemental Retiree Benefit Reserve (SRBR) (See attached)
- Subsidy for Public Transit (See attached)
- Sick Leave Payout (See attached)
- Contracting Out (See attached)
- Grievance – Fiscal Year 2010-2011 Additional Retirement Contributions (See attached)

CITY OF SAN JOSE
AND
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
TENTATIVE AGREEMENT

REOPENER

1. Total Compensation

In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

2. Vacation Sellback

In the event the City reaches a settlement with any other employee unit eligible to sell back accrued vacation hours that does not eliminate the Vacation Sellback program effective the beginning of the first pay period of payroll calendar year 2013, absent other equivalent concessions received from such employee unit in lieu of eliminating Vacation Sellback, this agreement will reopen on the subject of Vacation Sellback and the parties will meet and confer to determine the provisions of the Vacation Sellback program for payroll calendar year 2013.

3. Disability Leave Supplement (DLS)

In the event the City reaches a settlement with any other employee unit, excluding any employees covered by Labor Code Section 4850, that does not eliminate DLS effective June 24, 2012, this agreement will reopen on the subject of DLS and the parties will meet and confer to determine the provisions of the DLS program for the time period between June 24, 2012, and the term of this agreement.

FOR THE CITY:
Alexander Rodriguez

For AMSP
3/23/2011
President
Phyllis L. Schuly 3/23/11
V.P.

CITY OF SAN JOSE
AND
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
TENTATIVE AGREEMENT

This agreement is still 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.

FOR THE CITY:

Aracely Rodriguez 3/23/11
Aracely Rodriguez Date
Senior Executive Analyst

FOR THE UNION:

Dale Dapp 3/23/2011
Dale Dapp Date
President
Association of Maintenance
Supervisory Personnel (AMSP)

Phyllis L. Schulz 3/23/11
V.P. for AMSP

CITY PROPOSAL – WAGES

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to AMSP shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by AMSP being 10.1% lower. All employees will receive a 10.1% base pay reduction.

This language is intended to replace the language in:

- *The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary*

Note:

The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.

FOR THE CITY:
Graciela Rodriguez

For AMSP
3/23/2011
President
Phyllis Schulz 3/23/11
V.P. for AMSP

CITY PROPOSAL – HEALTHCARE COST SHARING

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

This language shall be added under:

- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

FOR THE CITY:
Gracely Rodriguez

For AMSP
3/23/2011
President
Phyllis L. Schulz 3/23/11
V.P

CITY PROPOSAL – HEALTHCARE CO-PAYS

Proposed Language:

Effective pay date July 1, 2011, a $25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

a. Office Visit Co-pay shall be increased to $25
b. Prescription Co-pay shall be increased to $10 for generic and $25 for brand name
c. Emergency Room Co-pay shall be increased to $100
d. Inpatient/Outpatient procedure Co-pay shall be increased to $100

This language shall be added under:

- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

FOR THE CITY:
(Shelley Rodriguez)

For AMSP
[signature] 3/23/2011
President
Phyllis G. Schulz 3/23/11
V.P.

CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

Proposed Language:

Effective pay date July 1, 2011, 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:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	$221.84	$19.95
If NOT eligible for family coverage	$89.09	$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

- *Health and Dental In Lieu Section of the AMSP Compensation Summary*

FOR THE CITY:
Gracely Rodriguez

For AMSP
[signature] 3/23/2011
President
Phyllis L. Schuly 3/23/11
V.P.

CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Health Insurance Section of the AMSP Compensation Summary*

Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Dental Insurance Section of the AMSP Compensation Summary*

FOR THE CITY:
Charles Rodriguez

For AMSP
3/23/2011
President
Phyllis G. Schulz 3/23/11
V.P.

CITY PROPOSAL – DISABILITY LEAVE SUPPLEMENT

Proposed Language:

Effective June 26, 2011, if required to be absent from work due to a work related illness or injury, employees may receive a supplement which, when added to the Workers' Compensation Temporary Disability, equals 85% of the employees' base salary, up to a maximum of three (3) months (520 hours if used intermittently) 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.

After the maximum time limit specified above, the integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both 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.

Effective June 24, 2012, employees shall no longer be eligible to receive DLS.

Part-time and temporary employees ***are not eligible*** *for this benefit.*

This language is intended to replace the language in:

- *The section entitled "Disability Leave" in the AMSP Benefit and Compensation Summary*

FOR THE CITY:
Gracely Rodriguez

For AMSP
[signature] 3/23/2011
President
Phyllis T. Schuly 3/23/11
V.P.

CITY PROPOSAL – VACATION SELLBACK

Proposed Language:

Employees may elect to sell back vacation for a maximum sell back of ninety-six (96) hours of accrued vacation per year.

Effective December 25, 2011, employees may elect to sell back up to a maximum of forty-eight (48) hours of vacation accrued in 2012 and in accordance with the guidelines set below.

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 for 2012:

- Employees must elect the number of vacation hours they will sell back during 2012, up to the maximum of forty-eight (48) hours, by November 26, 2011. If an employee does not submit an irrevocable election form to Payroll on or before November 26, 2011, the employee will not be eligible to sell back any vacation hours during 2012.
- The election to sell back vacation hours in 2012 is ***irrevocable***. This means that employees must sell back the elected number of accrued vacation hours during 2012.
- Employees can elect to sell back only vacation hours accrued during 2012, and any vacation hours accrued and carried over prior to 2012 are not eligible for sell back in 2012.
- Any vacation hours accrued in 2012 will not be available for use until the employee's accrued vacation hours in 2012 equal the number of hours the employee has elected to sell back. Then, only those vacation hours accrued in 2012 over the number of hours the employee elected to sell back in 2012 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.
- Employees may use any vacation hours accrued and carried over prior to 2012, subject to the normal rules of requesting use of vacation. Any vacation hours accrued and carried over prior to 2012 are not eligible for sell back.

Effective the beginning of the first payperiod of payroll calendar year 2013, employees will no longer be eligible to sell back any accrued vacation hours. This means that the Vacation Sellback program is eliminated.

This language is intended to replace the language in:

- *The section entitled "Vacation Sellback" in the AMSP Benefit & Compensation Summary.*

FOR THE CITY:
Adriana Rodriguez

City of San Jose
March 23, 2011

For AMSP
[signature] 3/23/2011
President
[signature] 3/23/11 V.P.

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

RETIREMENT REFORM

The City and the Association of Maintenance Supervisory Personnel (AMSP) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees, including but not limited to healthcare benefits. The negotiations may include modification of healthcare (medical and dental) plans available to current employees, including but not limited to plan design.

Either the City or AMSP may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, 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. In such event, neither party waives any legal rights.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis L. Schulz 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

LAYOFF

The City or the Association of Maintenance Supervisory Personnel (AMSP) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, 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 tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis L. Schulz 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Maintenance Supervisory Personnel (AMSP) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AMSP may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AMSP receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at 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. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, 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 tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis L. Schulz 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

SUBSIDY FOR PUBLIC TRANSIT

The City and the Association of Maintenance Supervisory Personnel (AMSP) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or AMSP may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AMSP receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, 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 tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis L. Schulz 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

SICK LEAVE PAYOUT

The City and the Association of Maintenance Supervisory Personnel (AMSP) agree to continue meeting and conferring on sick leave payout (the section entitled "Sick Leave Payout") for current and future employees.

Either the City or AMSP may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, 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 tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis L Schuly 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

CONTRACTING OUT

The City agrees to meet and confer with AMSP 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.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

Dale Dapp 3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis G. Schuly 3/23/11
V.P. for AMSP

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)

GRIEVANCE

Effective June 27, 2010, the Association of Maintenance Supervisory Personnel (AMSP) agreed to make additional retirement contributions. Per the agreement for Fiscal Year 2010-2011 between the City and AMSP, employees represented by AMSP were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by AMSP could not be immediately implemented, the additional retirement contributions were calculated by the City.

As part of the overall agreement on a successor agreement between the City and AMSP, AMSP agrees and hereby waives the right to file any and all grievances and any action, judicial or administrative, which may or may not have heretofore been instituted in regard to or in any way related to the additional retirement contributions as calculated by the City.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and AMSP.

FOR THE CITY:

Aracely Rodriguez 3/23/11

Aracely Rodriguez — Date
Office of Employee Relations

FOR AMSP:

3/23/2011

Dale Dapp — Date
Association of Maintenance Supervisory Personnel (AMSP)

Phyllis G. Schulz 3/23/11
V.P. for AMSP