



# NEGOTIATIONS 2007

AEA / IFPTE LOCAL 21 & CITY OF SAN JOSE

## RATIFICATION DOCUMENT

JULY 30, 2007

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After three months of negotiating with the City of San Jose, the AEA Negotiation Team and the AEA Board recommend the following Tentative Agreements be approved by the AEA membership.

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### Unit 41 & 42

#### Memorandum of Agreement Term

*July 1, 2007 – June 30, 2009*

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The following are highlights of changes to existing MOA language as Tentative Agreement language. Full Tentative Agreements are available for your review at this General Membership meeting. After the vote, all signed Tentative Agreements will be available for viewing at the IFPTE Local 21 – South Bay office located at 675 N. 1<sup>st</sup> Street, Suite 715.

# UNITS 41 & 42

**Term:** July 1, 2007 – June 30, 2009

**Wages:** **3.6%** effective and retroactive to July 1, 2007

- 3.6% includes 0.6% from PDP.
- All classifications moved to open ranges.
- **Top Step increased 2.5%.**

**3.75%** effective June 29, 2008

- **Top Step increased 1.5%.**

**Vacation:** Beginning the first pay period of 2008, vacation will no longer be advanced to employees and employees will not be allowed to take vacation they have not earned. Effective the first pay period of 2008, employees will not be allowed to accrue vacation in excess of two times their annual vacation accrual rate.

Employees in units 41 & 42 may sell back up to 96 hours of earned, unused vacation up to four (4) times per year, not more than once per quarter, if the employee took five consecutive days of vacation and/or holiday leave the previous calendar year.

**Management Performance Program:** Change the reference in the City Policy Manual to Section 3.3.2.

**Professional Development Program:** Effective July 1, 2007 the City will reimburse each employee 100% of expenses incurred, up to \$600 per fiscal year. The remaining \$800 will be used as a special salary adjustment of 0.6% of pay, for a total general wage increase of 3.6%.

Key Improvements to Program: (See Draft PDP Handout)

- Professional Materials up to \$200.
- Travel expenses covered per the City's Travel Policy.
- Reimbursements to be made pretax.

**Retirement:** Current retirement benefits will continue during the term of this MOA unless modified pursuant to the Meyers-Millias-Brown Act. AEA will join in coalition bargaining no later than March 2008 on Retiree Medical benefits. AEA can opt out of coalition and negotiate separately. The City cannot implement any changes for AEA any earlier than June 30, 2008 **and** until any changes are effective for MEF.

**Health:** Maintaining 90/10 split; employee contribution not to exceed the following caps:

**Payroll calendar year 2008**

- \$150 Cap per month for the lowest priced plan.
- \$10 Office Visit Co-pay for all HMO Plans.
- \$5 Generic, \$10 brand name Prescription Co-pay for all HMO Plans.
- \$50 Emergency Room Co-pay for all HMO Plans.

**Payroll calendar year 2009**

- No cap for the lowest priced plan.

Side letter agreement that AEA or City can request to open contract if Federal or State health care system becomes effective.

**Disciplinary Actions:** References City Policy Manual 2.1.3, describes Informal & Formal discipline, removes notations of steps, and denotes that no provision of this article is grievable.

**Employee Lists:** City shall supply the Union a list of bargaining unit employees monthly and list of bargaining unit employees, their address, position title, employment date and leave of absent status quarterly.

**Housekeeping:** Changes all references to Employee Service to Human Resources.