

## 2023 MEF NEGOTIATIONS TENTATIVE AGREEMENT

### TERM

- July 1, 2023 – June 30, 2026

### WAGES

- Fiscal Year 2023-2024

6.00% general wage increase effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 6.00%.

- In lieu of retroactivity, employees represented by MEF shall receive a one-time, non-pensionable lump sum payment based on their benefit level as follows:

<b>Benefit Level</b>	<b>Amount of One-Time Non-Pensionable Lump Sum Payment</b>
35.00+ Hour Benefit Level	\$1,200.00
30.00 – 34.00 Hour Benefit Level	\$900.00
25.00 – 29.00 Hour Benefit Level	\$750.00
20.00 – 24.00 Hour Benefit Level	\$600.00
Part-Time Unbenefited Employees	\$300.00

To receive this lump sum payment as a benefited employee, the employee (1) must have been employed by the City on June 25, 2023, and (2) must be employed as of the date the payment is made. To receive this lump sum payment as a part-time unbenefited employee, the employee (1) must have been employed by the City on June 25, 2023, (2) must have worked at least 100 hours of regular time between June 25, 2023, and September 2, 2023, and (3) must be employed as of the date the payment is made. This payment shall be made during second full pay period following Council approval in open session.

- Fiscal Year 2024-2025

4.00% general wage increase effective the first full pay period of Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2025. Effective the first full pay period in January 2025, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 1.00%.

## 2023 MEF NEGOTIATIONS TENTATIVE AGREEMENT

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- Fiscal Year 2025-2026

3.50% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2025-2026 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2025-2026, the general wage increase effective the first full pay period of Fiscal Year 2025-2026, for employees holding positions in classifications assigned to MEF shall be 4.00%.

### WAGES AND SPECIAL PAY

- Public Safety Radio Dispatcher Certification Pay (See Attached)
- 7.7, Call Back, and Standby Pay (See Attached)
- Bilingual Pay (See Attached)
- Shift Differential (See Attached)
- Animal Services Officer Training Pay (See Attached)
- Uniform Allowance (See Attached)

### BENEFITS

- Health-In-Lieu (See Attached)

### LEAVES

- Paid Parental Leave (See Attached)

### WORKING IN A HIGHER CLASSIFICATION

- Working in a Higher Classification (See Attached)

### OTHER

- Overpayments of Compensation (See Attached)
- Period of Memorandum of Agreement (See Attached)
- Definition of the Market (See Attached)
- Library Committees (See Attached)
- Position Reallocation Process (See Attached)
- Animal Services Night Shift (See Attached)
- Union Release Time (See Attached)

### HOUSEKEEPING

- Housekeeping – City Healthcare Program (See Attached)

### SIDE LETTERS

- Library Holiday Leave and Schedule (See Attached)

**2023 MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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- Side Letter on Community Service Officer I/II Duties and Senior Community Service Officers (See Attached)
- Special Wage Adjustment – Biologist, Chemist, and Microbiologist (See Attached)
- Side Letter on Social Services (See Attached)
- Side Letter on Metrics for Classification Reviews (See Attached)
- Side Letter on Salary Surveys (See Attached)
- Side Letter on Lunar New Year (See Attached)
- Side Letter on Animal Health Technician I/II Classification Specification Updates (See Attached)

**TENTATIVE AGREEMENTS**

- [Airport Operations Specialist and Animal Services Officer Shifts](#)
- [Higher Class Pay Lists](#)
- [New Employee Orientation](#)
- [Release Time for Steward Training](#)
- [Bargaining Unit Representatives](#)
- [Employee Assistance Program for Part-Time Unbenefited Employees](#)
- [Holiday-in-Lieu for Public Safety Dispatchers Class Series](#)
- [Housekeeping – Sick Leave](#)
- [Public Safety Radio Dispatcher Training Pay](#)
- [Protective Footwear](#)
- [Meal Allowance](#)
- [Apparel Allowance](#)
- [Employee Lists](#)
- [Incorporation of Shift Differential Hours Side Letter Agreement](#)
- [Housekeeping – Bereavement Leave](#)
- [Legal Administrative Assistant Classification Specification](#)

**OTHER TERMS**


*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

8/15/2023

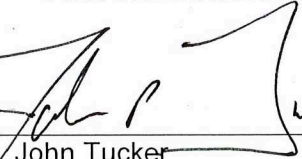
Date

  
\_\_\_\_\_  
Elsa Cordova  
Assistant to the City Manager, OER

8/15/2023

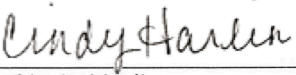
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
John Tucker  
Business Agent, AFSCME

8/15/23

Date

  
\_\_\_\_\_  
Cindy Harlin  
President, MEF

8/15/2023

Date

**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL – PUBLIC SAFETY RADIO DISPATCHER  
CERTIFICATION PAY**

City Proposed Language:

**ARTICLE 12            WAGES AND SPECIAL PAY**

12.XX    Public Safety Radio Dispatcher Certification Pay. Effective the first full pay period in Fiscal Year 2023-2024 after Council approval of an overall tentative agreement on a successor Memorandum of Agreement in open session, incumbents in the following classifications who possess an Emergency Fire Dispatch (EFD) certification and an Emergency Medical Dispatch (EMD) certification shall be eligible to receive a 3.75% non-pensionable premium pay.

- Public Safety Radio Dispatcher Trainee (8532)
- Public Safety Radio Dispatcher FT/PT (8514/8534)
- Senior Public Safety Dispatcher FT/PT (8513/8533)
- Supervising Public Safety Dispatcher (8512)



## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTERPROPOSAL TO MEF – ARTICLE 7.7, CALL BACK, AND STANDBY PAY

City Proposed Language:

~~7.7 An employee authorized or required to telecommute, which requires at least fifteen minutes of work shall be compensated for the time worked to the nearest fifteen minutes at the appropriate rate.~~

12.7 Call Back. An employee who is called back to work in response to an emergency or other unforeseen circumstance shall be credited for the time worked, or for three (3) hours, whichever is greater, at the appropriate rate (1.5). This section shall apply on either a workday after the employee has departed from their place of employment or on a day off. It shall not apply to scheduled overtime or during a regular shift. Employees who are called back multiple times during a standby shift shall not receive additional pay until the employee has worked a total of three hours, after which time the employee would be eligible for additional pay, but only for actual hours worked.

12.7.1 To the extent possible, when an employee has worked in excess of sixteen (16) hours, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.

12.7.2 Employees authorized or required by their supervisor to conduct work remotely in response to an emergency or other unforeseen circumstance, including, but not limited to, via a remote connection (telephone or computer), after the employee has departed from their place of employment or on a day off shall be compensated at the appropriate rate of pay for actual time worked rounded to the nearest fifteen-minute increment.

12.8 Standby Pay. Employees who are required to perform standby duty shall be credited with one hour compensation at the appropriate rate (1.5) for each eight (8) hour shift or portion thereof the employee performs standby duty. In the event the employee is called back to work, the employee shall be entitled to the compensation provided by Section 12.7 above, in lieu of the one hour of standby compensation for that eight (8) hour shift.

12.8.1 Standby pay is not deemed as actual hours worked for the purpose of calculating eligibility for overtime.

12.8.2 Employees required to work standby duty on a holiday, as outlined in Article 10.1, shall receive Standby Pay in accordance with Article 12.8 in addition to any pay or compensatory time for which the employee may be eligible under Article 10.1.

# 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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## CITY PROPOSAL – BILINGUAL PAY

City Proposed Language:

### ARTICLE 12 WAGES AND SPECIAL PAY

12.5 Bilingual Pay – FT/PT. ~~Eligible Employee. A~~To be eligible for a bilingual pay premium pay, an employee must meet at least one of the following eligibility requirements and must be certified as bilingual for oral communication, written translation or sign language duties according to the current established procedure. Before changing the current procedure, the City agrees to discuss any proposed change with the Union.

1. The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or designee; or
2. The duties currently assigned/currently being performed by an employee have been designated by the Department Director or designee as requiring utilization of a non-English language on a regular basis.

Each department is responsible for ensuring that employees receiving a bilingual pay premium pay meet the requirements set forth herein.

12.5.1 Each full-time employee who meets the above eligibility requirements shall be compensated for performing oral communication, ~~or~~ sign language duties, ~~at the rate of twenty-nine dollars (\$29) per biweekly pay period~~ or for performing written and oral translation duties at the rate of ~~forty-sixty~~ dollars (\$~~40~~60) per biweekly pay period for each pay period actually worked.

12.5.2 Each part-time benefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, ~~or~~ sign language duties, ~~at the rate of nineteen dollars (\$19) per biweekly pay period~~ or for performing written and oral translation duties at the rate of ~~thirty-fifty~~ dollars (\$~~30~~50) per biweekly pay period for each pay period actually worked.

12.5.3 Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, or ~~performing~~

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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written and oral translation duties at the rate of ~~fifteen-fifty~~ cents (\$~~0.45~~50) per hour.

12.5.4 If an eligible employee is on paid leave for a period of one (1) full pay period or more, the employee will not receive bilingual pay for that period.

12.5.5 If an employee is denied bilingual pay under the requirements set forth in this article, the employee may appeal in writing to the Department Director, or designee, for reconsideration. If the employee is dissatisfied with the decision of the Department Director, or designee, the employee may apply in writing for reconsideration with the Director of Human Resources. The written decision of the Director of Human Resources shall be final, with no process for further appeal.

12.5.6 If an employee who receives bilingual pay refuses to provide interpretation or translation services for which they are certified, the employee shall no longer be eligible to receive bilingual pay. This determination shall be made by the City Manager or designee in consultation with the Department Director.

**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL – SHIFT DIFFERENTIAL**

City Proposed Language:

**ARTICLE 12            WAGES AND SPECIAL PAY**

**12.4    Shift Differential.**

- 12.4.1    A swing shift differential of two dollars and twenty-five cents (~~\$2.00~~2.25) an hour shall be paid to employees for each regularly scheduled hour worked after 2:00 p.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 5:00 p.m.
- 12.4.2    A night shift differential of two dollars and thirty-five~~thirty-five~~fifty cents (~~\$2.35~~2.50) per hour shall be paid to employees for each regularly scheduled hour worked after 11:00 p.m. and prior to 8:00 a.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 11:00 p.m. and before 8:00 a.m.
- 12.4.3    Shift differential shall be paid to an employee for the hours worked when assigned to cover another employee's temporary absence and when the absent employee would have otherwise qualified for shift differential as defined above.
- 12.4.4    Paid leave time does not qualify for payment of shift differential except when an employee uses a minimum of forty (40) consecutive hours of vacation, compensatory time or personal leave. The employee will continue to be paid shift differential as though they had worked their assigned shift during the period of vacation. City observed holiday hours may be credited towards meeting the forty (40) consecutive vacation hours requirement, however, holiday leave hours do not qualify for payment of shift differential.
- 12.4.5    Except as otherwise required by State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.

**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL – ANIMAL SERVICES OFFICER TRAINING PAY**

City Proposed Language:

**ARTICLE 12            WAGES AND SPECIAL PAY**

**12.16 Training Pays**

12.16.1    Communications Dispatcher Training Pay. Public Safety Communication Specialists or Public Safety Radio Dispatchers shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee.

12.16.2    Police Data Specialist Training Pay. Police Data Specialists shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Data Specialist trainee.

12.16.3    Community Service Officer Training Pay. Community Service Officers (CSOs) shall be eligible for an additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Community Service Officer trainee during the CSO Academy and field training.

12.16.4    Animal Services Officer Training Pay. Animal Services Officers shall be eligible for an additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of an Animal Services Officer trainee.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTERPROPOSAL – UNIFORM ALLOWANCE

City Proposed Language:

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

1181	Police Data Specialist I
1182	Police Data Specialist I (PT)
1183	Police Data Specialist II
1184	Police Data Specialist II (PT)
1185	Police Data Specialist Supervisor
2416	Senior Security Officer
2431	Security Officer
2432	Security Officer (PT)
2441	School Crossing Guard (PT)
2443	School Crossing Guard Coordinator
8026	Supervising Police Data Specialist
8512	Supervising Public Safety Dispatcher
8513	Senior Public Safety Dispatcher
8533	Senior Public Safety Dispatcher (PT)
8514	Public Safety Radio Dispatcher
8515	Public Safety Communication Specialist
8534	Public Safety Radio Dispatcher (PT)
8535	Public Safety Communication Specialist (PT)
3252	Animal Services Officer
3251	Senior Animal Services Officer
8532	Public Safety Radio Dispatcher Trainee
8534	Public Safety Radio Dispatcher Trainee (PT)
6131	Community Service Officer I
6132	Community Service Officer II
6133	Senior Community Service Officer

- 12.10.1 The City will provide School Crossing Guards with the initial jacket and patches at no cost to the employee.

- 12.10.2 Employees in the classifications of: 1181 Police Data Specialist I, 1182 Police Data Specialist I (PT), 1183 Police Data Specialist II, 1184 Police Data Specialist II (PT), and 1185 Police Data Specialist Supervisor hired or promoted on or after January 1, 1995, are required to wear an approved uniform. Employees in said classes hired prior to January 1, 1995, are not required to wear a uniform, however, once an employee chooses to wear a uniform, an employee may not revert to non-uniformed status.



## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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- 12.10.3 Full-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$500.00 annually. Payment shall be made during the first two (2) pay periods of each month, in the amount of \$20.83 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s). Effective the first pay period in payroll calendar year 2024, this payment shall be made in a single lump sum payment in Pay Period 2 of each payroll calendar year.
- 12.10.4 Part-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$250.00 annually, except for those employees in the classification of School Crossing Guard. Payment shall be made during the first two (2) pay periods of each month, in the amount of \$10.41 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s). Effective the first pay period in payroll calendar year 2024, this payment shall be made in a single lump sum payment in Pay Period 2 of each payroll calendar year.
- 12.10.4.1 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work over 600 hours during the payroll calendar year shall receive the full gross uniform allowance of \$500.00; payment shall be made in January of the following year. In no event will any employee receive a total gross uniform allowance in excess of \$500.00.
- 12.10.4.2 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work 600 hours or less during the payroll calendar year shall receive a uniform allowance based on the hours worked by the employee as prorated to 600 hours; payment shall be made in January of the following year. In no event will any employee who works 600 hours or less during the payroll calendar year receive the full gross uniform allowance of \$500.00.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

### CITY COUNTERPROPOSAL TO MEF – PAYMENT IN-LIEU OF HEALTH AND DENTAL INSURANCE

City Proposed Language:

13.3 Payment In-Lieu of Health and Dental Insurance. 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. Effective as soon as practicable in Fiscal Year 2023-2024, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided for in section 13.3.1.

13.3.1 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 Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	<del>\$89.09</del> <u>\$102.00</u>	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

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.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTERPROPOSAL TO MEF – CITY-PAID PARENTAL LEAVE

City Proposed Language:

#### ARTICLE 10 LEAVES

10.X City-Paid Parental Leave. The Paid-Parental Leave Program will become permanent and will be incorporated into the City's Administrative Policy Manual.

For eligible births, adoptions, or foster care placements that occur on or after January 1, 2023, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

- For the period of January 1, 2023 through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-paid parental leave hours as provided for herein may only be used on a prospective basis.

City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY PROPOSAL – WORKING IN A HIGHER CLASSIFICATION

City Proposed Language:

12.6 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee who is not on initial probation may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or a vacant position. Assignments to a higher classification due to a vacancy shall not exceed six (6) months.

12.6.1 By mutual written agreement between the City and the Union, an employee assigned to work in a higher classification may be extended in their specific assignment past the aforementioned six (6) month limitation.

12.6.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least five percent (5%) higher in the salary range schedule 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 any compensation, however, unless the assignment is for a minimum of twenty-four (24) cumulative work hours within one pay period and a minimum of four (4) consecutive work hours within each work day. In the event the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive work hours within one (1) work day, the employee shall be compensated at the appropriate rate for all the eligible hours worked in the higher class within the pay period.

12.6.3 Employees assigned to the duties of a higher classification due to a vacancy, and not due to the temporary absence of an employee, shall be compensated at the rate in the salary range of the higher class, pursuant to section 12.6.2 above, for City observed holidays.

12.6.4 Part-Time Unbenefited Employees

12.6.4.1 Part-time unbenefited employees with less than five (5) calendar years of City service may only be required to

**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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perform the duties of a higher classification if they meet the minimum qualifications for the higher classification.

12.6.4.1.1 By mutual written agreement the requirements of Article 12.6.4.1 may be waived, and a part-time unbenefited employee with less than five (5) calendar years of service may be required to perform the duties of a higher classification for which they do not meet the minimum qualifications.

12.6.4.2 Part-time unbenefited employees with more than five (5) calendar years of service may be required to perform the duties of a higher classification regardless of whether they meet the minimum qualifications of the higher classification.

**CITY COUNTERPROPOSAL – OVERPAYMENTS OF COMPENSATION**

City Proposed Language:

**ARTICLE XX OVERPAYMENTS OF COMPENSATION**

xx.x When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.x An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to the City withheld from their final paycheck(s). If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.



## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY PROPOSAL – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

2.1 This Agreement shall become effective July 1, ~~2021~~2023, except where otherwise provided, and shall remain in effect through June 30, ~~2023~~20XX. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held~~ scheduled no later than fifteen (15) calendar days after the City or Union receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

# 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

## CITY COUNTERPROPOSAL TO MEF – DEFINITION OF THE MARKET

City Proposed Language:

### ARTICLE 22 DEFINITION OF THE MARKET

- 22.1 Comparable classifications in cities and counties in Santa Clara, San Mateo, Contra Costa, San Francisco, and Alameda Counties serving populations of 100,000 or more will be used to compare against City classifications. Population figures will be used from based on data from the U.S. Census Bureau.
- 22.2 Compensation information from the private sector will be gathered from existing published sources, and will be used to supplement public sector data as deemed appropriate by the City.
- 22.3 Based on the April 1, 20020, U.S. Census Bureau, 20020 Census of Population, the following agencies currently meet the definition of the market:

Alameda County	Berkeley
<u>Concord</u> <u>Milpitas</u>	Contra Costa County
Daly City	Fremont
Hayward	Oakland
San Francisco City/County	San Mateo County
Santa Clara <u>(City)</u>	Santa Clara County
Sunnyvale	<u>Richmond</u> <u>Mountain View</u>
<u>Antioch</u>	<u>San Mateo (City)</u>

- 22.4 When conducting a salary survey, if less than six (6) classification matches are available, the City may utilize classifications at jurisdictions outside of those listed in Article 22.3, which may include special districts, as appropriate and will obtain feedback from the Union in these cases.
- 22.4 If the Union believes that a long-term vacancy issue exists in an MEF-represented classification, the Union may request information and/or raise these matters for discussion at a Labor Management Committee meeting.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTERPROPOSAL TO MEF – COMMITTEES

City Proposed Language:

#### ARTICLE X COMMITTEES

Move and re-number Sections 21.8 and 21.9 to this new article.

X.X The Library Safety and Security Committee (“Committee”) shall be maintained by the Library Department to discuss employee and patron safety and security at the City’s library branches. The Committee will be an employee working group responsible for reviewing current safety and security practices and procedures, evaluating reported data, and providing feedback on policy/procedure improvements. MEF shall have one representative on the Library Safety and Security Committee, which shall meet at least once quarterly.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTERPROPOSAL TO MEF – POSITION REALLOCATION REQUEST PROCESS

City Proposed Language:

#### ARTICLE XX POSITION REALLOCATION REQUEST PROCESS

XX.1 The parties agree that San Jose Municipal Code 3.04.540 provides that the Director of Human Resources has the authority to determine if a Reallocation Program should be in place at any given time and may establish procedures for allowing an individual employee to request reallocation of their position, if it is determined by the Director of Human Resources that providing a means for individual employees' job classifications to be reviewed and changed, if appropriate, is beneficial to the quality of the City of San Jose's employment systems.

The Director of Human Resources will review any reallocation requests on a case-by-case basis, provided that such request is (1) made directly by the Department Director or the Union, (2) is based on extenuating circumstances, and (3) is supported by the Department Director. Any such requests should be made prior to the submission of the Position Reallocation Request Form.

The Director of Human Resources will analyze relevant job information and approve or deny the Department Director and/or Union's request to review the reallocation. If the review request is approved, the Department may then submit the Position Reallocation Request Form to Human Resources for processing. Approval to review a position reallocation request does not guarantee approval of the request itself.

In the event the reallocation request has been approved for review and was subsequently denied by the Director of Human Resources, the Union may submit the matter to mediation with the California State Mediation and Conciliation Service (SMCS). The mediator shall be provided as determined by SMCS. This mediation process shall be the only resolution process and there shall be no appeal process such as an appeal to the Civil Service Commission. The parties further agree that this Section XX.1 shall not be subject to the Grievance Procedure provided in this Agreement.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY PROPOSAL – HOURS OF WORK AND OVERTIME

City Proposed Language:

7.3.1 Full-time employees in the ~~Senior~~ Airport Operations Specialist Series (including Senior) classification (3514) in the Airport Department, and full-time employees in the Animal Services Officer Series (including Senior) classification (3252) in the Public Works Department, ~~and/or full-time employees in the Senior Animal Services Officer classification (3251) in the Public Works Department~~ shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

Beginning in Fiscal Year 2023-2024, a swing and/or graveyard shift may be added to Animal Care and Services in the Public Works Department. Employees in the Animal Health Technician series and/or Animal Care Attendant series may be assigned to work the swing or graveyard shift on a regular basis and/or based on operational need. Employees assigned to these shifts may be eligible to receive shift differential as provided for and defined in Section 12.4.

# 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

## CITY COUNTERPROPOSAL – UNION RELEASE TIME

City Proposed Language:

### ARTICLE 6 UNION RIGHTS

#### 6.2 Release Time

6.2.1 Release time from regular City duties shall be provided to designated Union representatives in accordance with the following provisions.

6.2.2 Designated Union Representatives. The following designated Union representatives shall be eligible for release time to attend meetings as listed in this Article.

6.2.2.1 In lieu of the release time afforded to the President and Chief Steward in Articles 6.2.2.2 and 6.2.2.3, 1.00 FTEs of paid union release time shall be allocated as follows for the MEF President and Chief Steward:

<u>Position</u>	<u>FTEs</u>
<u>MEF President</u>	<u>0.50</u>
<u>MEF Chief Steward</u>	<u>0.50</u>
<u>Total</u>	<u>1.00</u>

The release time described in this article must be coded as URT (Union Release Time), and may only be used for purposes described in Article 6 and the Employer-Employee Relations Resolution No. 39367.

The above shall not apply for any MEF President and/or MEF Chief Steward if they are employed in critical positions within the Police or Fire Departments, such as Public Safety Radio Dispatchers. In such cases, the parties agree that the release time described above may be provided to another employee designated by MEF. Any request for the re-assignment of union release time as provided in this section must be made in writing.

6.2.2.4 Union President/Vice President. The Union President or Vice President or one (1) designated representative, except where noted below, up to two (2) designated representatives, shall be granted release time from regular City duties to attend the following meetings:

- To attend Civil Service Commission meetings when matters affecting the Union are considered.



## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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- To attend City Council meetings when matters affecting the Union are considered.
- To attend Federated Retirement Board meetings.
- To attend grievance meetings when used to facilitate settling of grievances.
- To attend Benefit Review Forum meetings (up to two (2) designated representatives).
- To attend City Labor Alliance meetings held with the City Manager or Employee Relations (up to two (2) designated representatives).
- To attend meetings scheduled by Administration when attendance is requested.
- To attend other meetings and trainings approved by the Employee Relations Director, or designee.

The designated representative may be the Union President or Vice President or another designated representative for functions allowing for one (1) representative to attend, and may be the Union President or Vice President and one additional representative or two (2) designated representatives for meetings allowing for up to two (2) attendees.

### 6.2.2.23

Chief Steward. The Chief Steward and/or designated representative(s) shall be granted release time from regular City duties to attend the following functions:

- To attend grievance meetings when used to facilitate the settling of grievances.
- To attend other meetings and trainings approved by the Employee Relations Director or designee.

### 6.2.2.34

Department Stewards. Department Stewards shall be granted release time from regular City duties to attend the following functions:

- To investigate and/or process a grievance only on the shift in the department(s) or section of a department(s) for which designated.
- To attend other meetings and trainings as approved by the Employee Relations Director or designee.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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6.2.2.34.1 Department Steward Authority. A Department Steward shall function under the terms of the grievance procedure and only on the shift and in the department(s) or sections of a department(s) designated. Exceptions to this section may be made by mutual agreement of the parties.

6.2.2.34.2 Ratio of Department Stewards. Department Stewards shall be designated in the ratio of approximately one (1) Steward for every 50 full-time equivalent (FTE) positions in the representation units. Shift and geographical locations may require an adjustment to the above ratio as approved by the Employee Relations Director or designee and the Union.

6.2.2.34.3 The Union shall designate as Stewards only full-time or part-time benefited employees who have satisfactorily completed an initial probationary period during the employee's current term of employment.

6.2.2.34.4 In the event the parties agree that a Steward or other representative of the Union is permitted to investigate and/or process a grievance other than as provided in 6.2.2.34.1 above, such representative shall continue to investigate and/or process the grievance, even if the department or section of a department in which the grievance arose is subsequently assigned to another representative.

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY PROPOSAL – HOUSEKEEPING ON CITY HEALTHCARE PROGRAM

*The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018, and signed by MEF on July 23, 2018, related to the City Healthcare Program.*

City Proposed Language:

#### ARTICLE 13 BENEFITS

13.1 Health Insurance. Eligible employees may elect health insurance coverage under one of the available plans for employee only or employee and dependents. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

13.1.1 Medical Insurance Provider with the Second Highest Overall Employee Enrollment. The City pays ~~eighty-five~~<sup>ninety</sup> percent (90~~85~~%) of the cost of the lowest priced Non-Deductible HMO ~~plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan.~~ Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment.

13.1.2 The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by MEF in addition to the existing plan options. Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

13.1.3 Medical Insurance Provider with the Highest Overall Employee Enrollment. The City will pay eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the highest overall employee enrollment. ~~Additional information regarding medical plans is available on the Human Resources website.~~

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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13.1.4 If the employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO Co-Pay Plan.

13.1.5 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.

13.1.6 **Default Healthcare Plan.** New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time benefits eligible position and who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the lowest cost HMO Deductible plan offered by the medical insurance provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

13.2 Dental Insurance. The City will ~~provide~~ offer dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity~~ a PPO plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available ~~. A copy of this document shall be available upon request~~ in the Human Resources Department. All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

The City will provide dental coverage in the lowest priced plan for eligible full time employees and their dependents. If an employee selects a plan other than the lowest priced plan, the City will pay ninety-five (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan.

13.2.1 Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.~~Each eligible, full-time employee and dependents shall receive annual maximum coverage of \$1500.00 in the Delta Dental Plan.~~

~~13.2.2 Each eligible, full-time employee and dependents shall receive a lifetime maximum of \$2,000.00 Orthodontia coverage in the Delta Dental Plan.~~

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS

### TENTATIVE AGREEMENT

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13.2.2 Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending Sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San José Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.

13.2.3 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.

~~Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending Sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San José Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.~~

13.2.4 The City will use actual rather than blended premium.

13.3 Payment-in-Lieu of Health and Dental Insurance. 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.

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

<u>Health Insurance Tier</u>	<u>Health-in-Lieu</u>	<u>Dental-in-Lieu</u>
Employee	\$89.09	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

~~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.~~

13.3.2 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular work hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, an-a new employee must attest that the

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an employee who has a life qualifying event must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

13.3.3 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period or within thirty (30) days of a qualifying event as defined in the Human Resources Benefits Handbook, occurring anytime during the year. Employees who miss the thirty (30)-day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

13.3.4 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part-time, employee is on an unpaid leave of absence, employee is on a reduced work week of less than thirty-five (35) regular work hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

13.3.5 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

13.3.5.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.

13.3.5.2 Dental Insurance. ~~Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance~~



## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

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~~plan shall not be retroactive. To enroll in a City dental insurance plan following the loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.~~

- 13.4 Part-Time Employees – Health and Dental Insurance Benefits. During the term of this Agreement, the City shall pay for each eligible part-time employee who is a subscriber to benefits provided for individual coverage, or for individual coverage plus coverage of dependents, under one of the health and dental insurance plans provided for full-time employees, sums of money equal to the percentage of the City's contribution for full-time employees for such individual coverage, or individual plus coverage of dependents, based on the number of hours per week such part-time employee is indefinitely assigned to work in their regularly scheduled part-time position. Such sums of moneys shall be determined in accordance with the following such hours per week and percentages:

<u>Regularly Scheduled Hours Per Week</u>	<u>City Contribution For P/T Employees As Percentage Of City Contribution For Full-Time Employees</u>
30-34 hours	75.0%
25-29 hours	62.5%
20-24 hours	50.0%

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101

### LIBRARY HOLIDAY SCHEDULE PILOT PROGRAM

The City and MEF agree that the language below shall be in effect through the term of the successor Memorandum of Agreement (MOA). At the conclusion of the term of the successor MOA, the language below shall sunset and revert to the previous language, absent mutual agreement between the City and MEF.

#### ARTICLE 10 LEAVES

10.1.4.1 Full-time employees in the Library Department, ~~and who are regularly scheduled to work Tuesday through Saturday.~~

~~When a City holiday, as described in Section 10.1, observed by the Library falls on a Monday, full-time employees who are scheduled to work Tuesday through Saturday shall:~~

- ~~• Observe the holiday (i.e. not be required to report to work) on the Tuesday immediately following the Monday holiday. Section 10.1.4 shall not apply to employees covered by Section 10.1.4.1 and they will not receive compensatory time for the Monday holiday, but shall code holiday leave on the Tuesday immediately following the Monday holiday for the number of regularly scheduled hours which the employee works during their assigned work day.~~
- ~~• Employees covered by Section 10.1.4.1 will not be able to code holiday leave any other day of the week and shall only code holiday leave on the Tuesday immediately following the Monday holiday.~~

~~In the event an employee covered by Section 10.1.4.1 is required to work by the Department on the Tuesday immediately following a Monday holiday, the employee shall be compensated pursuant to Section 10.1.3, shall be compensated for City-observed holidays in accordance with Articles 10.1.3 and 10.1.4. When a holiday falls on a full-time employee's regular day off, the employee may request a temporary change to their schedule during the same FLSA work week to allow the employee to observe the holiday on one of their~~

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101

### LIBRARY HOLIDAY SCHEDULE PILOT PROGRAM

regularly scheduled workdays in-lieu of their regular day off. The Library Department has the discretion to approve or deny such requests based on the operational needs of the Department.

10.1.11 Library Holiday Schedule. Because not all locations may be open seven (7) days per week and because days and hours of operation may be impacted year-to-year due to changes to the budget, the Library shall not be subject to Article 10.1.2.1. Due to the scheduling needs of the public library, the above listed holidays may be observed on a day other than the date designated by the City. A calendar listing the dates of holiday observance for the library shall be provided to library employees in a timely manner, but at a minimum by October 31<sup>st</sup> for the upcoming calendar year. If the Library intends to observe a holiday on a different day than the City, the Library shall endeavor to notify staff at least six (6) months in advance of the City-observed holiday. There may be times when the Library will have to revise this schedule after it is initially published, and the Library shall endeavor to make these adjustments as early as possible, and shall inform staff of the update to the Library holiday schedule. Library employees regularly scheduled for a Tuesday through Saturday work week shall work Monday through Friday when December 25<sup>th</sup> and January 1<sup>st</sup> fall on a Saturday.


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

FOR THE CITY:

  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

8/15/2023

Date

  
Elsa Cordova  
Assistant to the City Manager, OER

8/15/2023

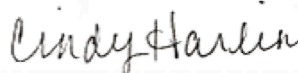
Date

FOR THE UNION:

  
John Tucker  
Business Agent, AFSCME

8/15/23

Date

  
Cindy Harlin  
President, MEF

8/15/2023

Date

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)


### Community Services Officer I/II and Senior Community Service Officer Duties

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to the assigned duties of the Community Services Officer I/II and Senior Community Service Officer classifications.

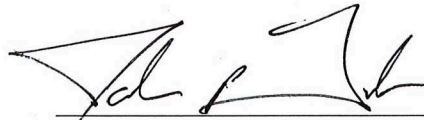
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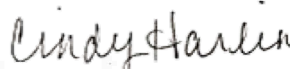
#### FOR THE CITY:

 8/15/2023  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations  
Director of Human Resources

 8/15/2023  
\_\_\_\_\_  
Elsa Cordova Date  
Assistant to the City Manager, OER

#### FOR THE UNION:

 8/15/23  
\_\_\_\_\_  
John Tucker Date  
Business Agent, AFSCME

 8/15/2023  
\_\_\_\_\_  
Cindy Harlin Date  
President, MEF



## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

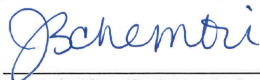
### Special Wage Adjustment – Biologist, Chemist, and Microbiologist

In recognition of the recruitment and retention issues in these classification series, as well as a salary survey that shows these classifications are under market with comparable jurisdictions, the City and the Municipal Employees' Federation (MEF) agree that the Chemist I/II and Microbiologist I/II flexibly-staffed series will be created based on the classification specifications agreed to by the parties in April 2023, and to the following special wage adjustments:

Classification	Maximum Pensionable Rate of Pay (Hourly)		Classification	Maximum Pensionable Rate of Pay (Hourly)	Approx. Percent Increase Above Current Classification
Biologist	\$ 48.08	→	Biologist	\$ 57.22	19.00%
Chemist	\$ 48.08	→	Chemist I (Retitled)	\$ 51.93	8.00%
		→	Chemist II (New Classification)	\$ 57.22	19.00%
Microbiologist	\$ 48.08	→	Microbiologist I (Retitled)	\$ 51.93	8.00%
		→	Microbiologist II (New Classification)	\$ 57.22	19.00%

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by MEF and approved by the City Council in open session. These adjustments shall be made the first full pay period after City Council approval in open session.

FOR THE CITY:



Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

8/15/2023

Date



Elsa Cordova  
Assistant to the City Manager, OER

8/15/2023

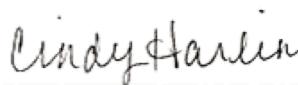
Date

FOR THE UNION:



John Tucker  
Business Agent, AFSCME

Date



Cindy Harlin  
President, MEF

8/15/2023

Date

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

### Social Services

The City and the Municipal Employees' Federation (MEF) agree to continue discussions related to social service support and resources for those who utilize San José Library programs and services. This shall not be construed as an agreement to create social worker positions, as the addition of positions is not subject to meet and confer, but is solely intended to allow for continued discussions related to this matter.

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

#### FOR THE CITY:



8/15/2023

Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

Date




8/15/2023

Elsa Cordova  
Assistant to the City Manager, OER

Date

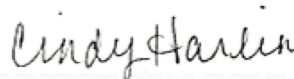
#### FOR THE UNION:



8/15/23

Date

John Tucker  
Business Agent, AFSCME



8/15/2023

Cindy Harlin  
President, MEF

Date

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

### Metrics for Classification Reviews

The City and the Municipal Employees' Federation (MEF) agree to meet within six (6) months of reaching an overall Tentative Agreement to discuss the creation of guidelines concerning the metrics that should be utilized when conducting classification reviews for the purpose of addressing recruitment and retention issues.

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

#### FOR THE CITY:

  
\_\_\_\_\_  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

8/15/2023

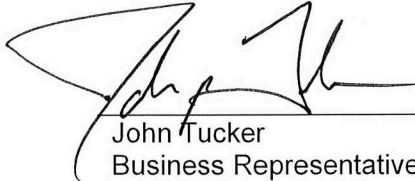
Date

  
\_\_\_\_\_  
Elsa Cordova  
Assistant to the City Manager, OER

8/15/2023

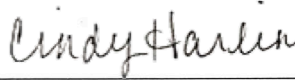
Date

#### FOR THE UNION:

  
\_\_\_\_\_  
John Tucker  
Business Representative  
AFSCME, Local 101

8/15/23

Date

  
\_\_\_\_\_  
Cindy Harlin  
President, MEF

8/15/2023

Date

## **SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSÉ  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

### **Salary Surveys**

The City of San José (City) and the Municipal Employees' Federation (MEF) agree that the City will conduct salary surveys for the following classifications utilizing the definition of market as agreed to as part of the overall tentative agreement for a successor MOA, provided that they have a vacancy rate of 10% or greater at the time of the survey and are experiencing recruitment and retention issues:

- Network Technician I/II/III
- Zoo Keeper
- Environmental Services Specialist

It is the goal of the City and MEF for these salary surveys to be completed within 6 months following a tentative agreement between the parties on a successor Memorandum of Agreement (MOA). Following this review, the City agrees to discuss with MEF the results of the surveys, including potential wage adjustments recommended as a result of the survey. Any potential wage adjustments shall be dependent on available budgetary funding at that time. This shall not be construed as an agreement to provide wage adjustments for the classifications noted above.

The City will also conduct a review of the classification specifications for the following classifications:

- Crime and Intelligence Analyst
- Crime Prevention Specialist
- Facility Attendant
- Police Data Specialist I/II
- Police Property Specialist I/II


Once any recommended classification specification revisions have been completed and approved by the Civil Service Commission (CSC), the City will conduct salary surveys for these classifications utilizing the definition of market as agreed to as part of the overall tentative agreement for a successor MOA. It is the goal of the City and MEF for these salary surveys to be completed within 1 month of the CSC adopting these classification specification revisions. Following the completion of each salary survey, the City agrees to discuss with MEF the results of the surveys, including potential wage adjustments recommended as a result of the survey. Any potential wage adjustments shall be dependent on available budgetary funding at that time. This shall not be construed as an agreement to provide wage adjustments for the classifications noted above.

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



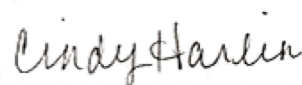
**FOR THE CITY:**

 8/15/2023  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations  
Director of Human Resources

 8/15/2023  
\_\_\_\_\_  
Elsa Cordova Date  
Assistant to the City Manager  
City of San José

**FOR THE UNION:**

 8/15/23  
\_\_\_\_\_  
John Tucker Date  
Business Agent  
AFSCME, Local 101

 8/15/2023  
\_\_\_\_\_  
Cindy Harlin Date  
President, MEF

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101

### LUNAR NEW YEAR

The City and MEF agree that the following will become effective as soon as practicable once this can be implemented for all City employees:

Lunar New Year shall be observed in accordance with the State of California's holiday schedule and New Year's Eve Day shall no longer be a City-observed holiday. The following changes will also be implemented at the time the holiday change is implemented:

#### ARTICLE 10 LEAVES

10.2.14 Personal Leave. Each full-time employee shall be entitled to a total of ~~twenty-four~~thirty-two (24~~32~~) hours per payroll calendar year, eight (8) hours of which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Such leave may be scheduled in fifteen minute increments, at any time, subject to approval of the supervisor. Personal leave does not accrue. Any such leave not taken by the date of separation for employees separating during the year, or by the end of the last pay period in the calendar year for other employees, shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than ~~24~~32 hours of Personal Leave in any given calendar year.

10.2.14.1 Full-time employees hired on or after July 1<sup>st</sup> shall be entitled to only ~~twelve~~sixteen (12~~16~~) hours of personal leave in the first payroll calendar year in which they were hired.

10.2.14.2 Each benefited part-time employee shall be entitled to annual personal leave of ~~twelve~~sixteen (12~~16~~) hours per year except that, in the first payroll calendar year of employment, employees hired before July 1<sup>st</sup> will get ~~twelve~~sixteen (12~~16~~) hours of annual personal leave and employees hired on or after July 1<sup>st</sup> will get ~~six~~eight (6~~8~~) hours of annual personal leave.

10.2.14.3 ~~Effective the first pay period of payroll calendar year 2022,~~  
a~~n~~ employee on a reduced work week schedule will receive Personal Leave as indicated in the chart below, even if the actual hours worked exceed that amount.

Scheduled Work Hours per Week	Benefit Level	Hours of Personal Leave
35 – 39.9 hours per week	100%	<del>24</del> <u>32</u> hours
30 – 34.9 hours per week	75%	<del>18</del> <u>24</u> hours
25 – 29.9 hours per week	62.5%	<del>15</del> <u>20</u> hours
20 – 24.9 hours per week	50%	<del>12</del> <u>16</u> hours
Less than 20 hours per week	Unbenefited	None

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101


### LUNAR NEW YEAR

10.2.14.4 ~~Effective the first pay period of payroll calendar year 2022,~~  
An employee who is promoted or demoted into an MEF-  
represented classification will have the number of Personal  
Leave hours they receive upon promotion or demotion  
reduced on an hour-for-hour basis based on their usage of  
Personal Leave and/or Executive Leave within the same  
payroll calendar year.


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

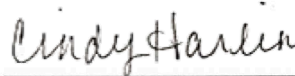
#### FOR THE CITY:

 8/15/2023  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations  
Director of Human Resources

 8/15/2023  
\_\_\_\_\_  
Elsa Cordova Date  
Assistant to the City Manager, OER

#### FOR THE UNION:

 8/15/23  
\_\_\_\_\_  
John Tucker Date  
Business Representative  
AFSCME, Local 101

 8/15/2023  
\_\_\_\_\_  
Cindy Harlin Date  
President, MEF

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101


### Animal Health Technician Classification Specifications

The City and MEF agree to continue discussions related to revising the classification specifications for the Animal Health Technician classifications. It is the goal of the parties to conclude these discussions within three (3) months of union ratification and Council approval of a successor Memorandum of Agreement (MOA).

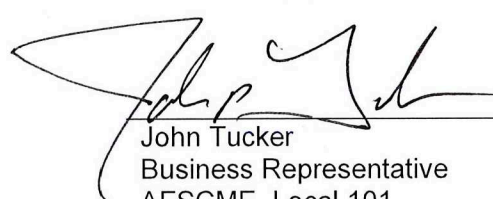
This agreement is considered part of the tentative agreement for a successor MOA between the parties. This agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by MEF and approved by the City Council.

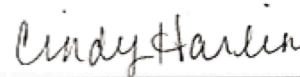
#### FOR THE CITY:

 8/15/2023  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations  
Director of Human Resources

 8/15/2023  
\_\_\_\_\_  
Elsa Cordova Date  
Assistant to the City Manager, OER

#### FOR THE UNION:

 8/15/23  
\_\_\_\_\_  
John Tucker Date  
Business Representative  
AFSCME, Local 101

 8/15/2023  
\_\_\_\_\_  
Cindy Harlin Date  
President, MEF



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

MEF PROPOSAL TO CITY – ARTICLE 7.3.1

MEF Proposed Language:

7.3.1 Full-time employees in the ~~Senior~~ Airport Operations Specialist Series (including Senior) ~~classification (3514)~~ in the Airport Department, and full-time employees in the Animal Services Officer Series (including Senior) ~~classification (3252)~~ in the Public Works Department, and/or ~~full-time employees in the Senior Animal Services Officer classification (3251) in the Public Works Department~~ shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

FOR THE CITY:

Burke A. Dunphy 3/30/23  
Burke Dunphy Date  
Lead Negotiator  
City of San José

FOR THE UNION:

John Tucker 3/29/23  
John Tucker Date  
Business Representative  
AFSCME, Local 101

Cindy Harlin 3/29/23  
Cindy Harlin Date  
President  
MEF, AFSCME, Local 101



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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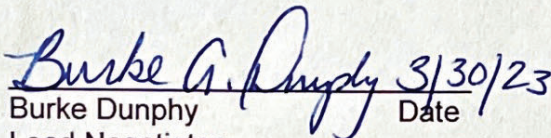
MEF PROPOSAL TO CITY – WORKING IN A HIGHER CLASSIFICATION

MEF Proposed Language:

- 12.6.5 ~~Upon written request, the~~ The City shall provide the Union with a list of all MEF-represented employees currently working in a higher-class assignment. The list shall be provided no more frequently than every other month, and shall include employee names, permanent classification, the name of the higher classification where work is being performed, and the employee's department.

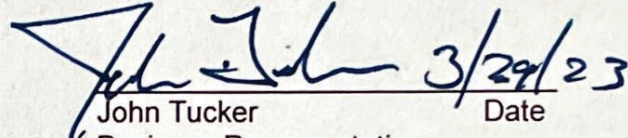
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

FOR THE CITY:

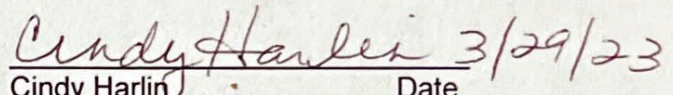
  
Burke Dunphy  
Lead Negotiator  
City of San José

Date

FOR THE UNION:

  
John Tucker  
Business Representative  
AFSCME, Local 101

Date

  
Cindy Harlin  
President  
MEF, AFSCME, Local 101

Date



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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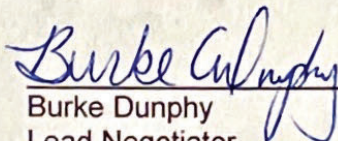
MEF PROPOSAL TO CITY – NEW EMPLOYEE ORIENTATION

MEF Proposed Language:

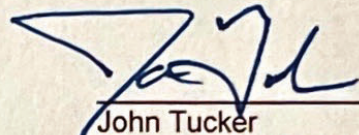
- 6.8 New Employee Orientation. The City shall provide designated MEF representative(s) reasonable access to new employees during the new employee orientations for full-time and part-time employees, which will be held in person where possible, to provide information on MEF. Attendance at any presentations by MEF shall be voluntary on the part of the new employee. The Human Resources Department shall work out arrangements with designated MEF representatives.

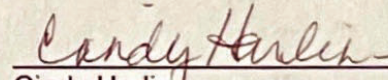
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

FOR THE CITY:

 3/30/23  
Burke Dunphy                      Date  
Lead Negotiator  
City of San José

FOR THE UNION:

 3/29/23  
John Tucker                      Date  
Business Representative  
AFSCME, Local 101

 3/29/23  
Cindy Harlin                      Date  
President  
MEF, AFSCME, Local 101



**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

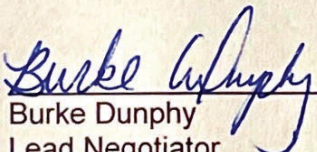
**MEF PROPOSAL TO CITY – RELEASE TIME FOR STEWARD TRAINING**

MEF Proposed Language:

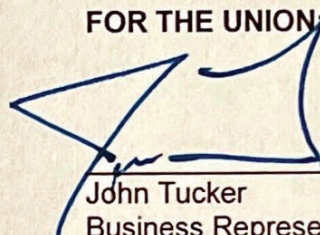
6.2.5 Release Time For Steward Training. ~~The Chief Steward and~~ Department Stewards shall be granted a maximum of ~~eight~~ sixteen (16) hours paid release time during each calendar year to participate in training sessions related to the provisions of this agreement, jointly conducted by Union and City representatives according to an outline of such training activities to be submitted by the Union to Employee Relations for approval a minimum of 21 calendar days prior to the training session. ~~In addition, each calendar year, newly appointed Stewards shall be granted an additional eight (8) hours paid release time to participate in basic training sessions conducted by Union and City representatives. If no jointly conducted trainings are offered in a particular calendar year, the Union may elect to rollover the allotted release time hours to the following year allowing up to sixteen (16) hours of paid release time for participation in training sessions.~~

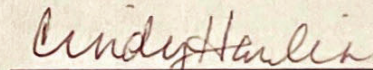
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

 3/30/23  
Burke Dunphy Date  
Lead Negotiator  
City of San José

**FOR THE UNION:**

 3/29/23  
John Tucker Date  
Business Representative  
AFSCME, Local 101

 3/29/23  
Cindy Harlin Date  
President  
MEF, AFSCME, Local 101



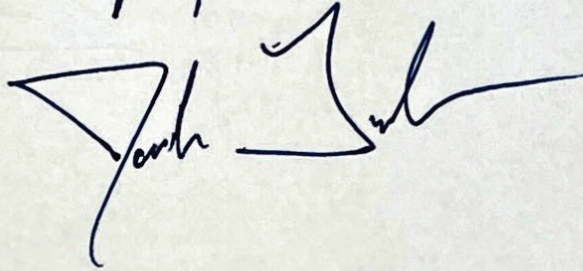
CITY COUNTERPROPOSAL – BARGAINING UNIT REPRESENTATIVES

City Proposed Language:

ARTICLE 6 UNION RIGHTS

6.2.10 The Union shall be allowed a maximum of eight (8) representatives to attend negotiations sessions over successor memorandum of agreements where such negotiations are conducted between the City and MEF only. The Union shall also be allowed to bring up to two (2) subject matter experts to ~~specific~~ negotiation sessions on an as needed basis, and with advance notice to the City.

TA 4/19/23



Cindy Harder

Berke Cufny

4/21/23

for the City of San José



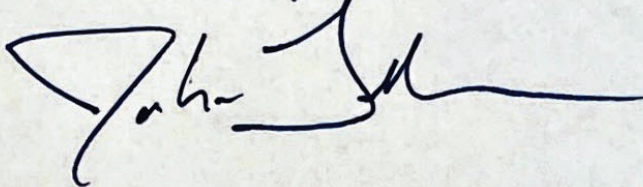
**CITY PROPOSAL – EMPLOYEE ASSISTANCE PROGRAM FOR PART-TIME UNBENEFITED EMPLOYEES**

City Proposed Language:

- 13.6 Employee Assistance Program (EAP). The City recognizes that professional counseling is an important benefit to assist employees in ~~resolving~~ addressing personal and family ~~problems-issues~~, which may ~~be adversely otherwise affecting~~ the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees ~~resolve~~ address issue ~~problems~~ and identify strategies for coping with difficult situations. The City will provide an EAP benefit plan for full-time employees, ~~and~~ and for part-time unbenefited employees in MEF, and will continue such benefits at their current level during the term of this Agreement. Effective January 1, 2024, the City will provide each part-time unbenefited employee in MEF, up to five (5) visits per issue type per 12-month period.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 or email HRBenefits@sanjoseca.gov for details regarding this ~~benefit,~~ or benefit, or visit the Human Resources benefits webpage. ~~contact the plan provider for appointments or further information.~~

TA 4/19/23



Cindy Harlin

Burke A. Murphy  
for the City of  
San José  
4/21/23



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL – HOLIDAY-IN-LIEU FOR PUBLIC SAFETY  
DISPATCHERS CLASS SERIES

City Proposed Language:

- 10.1.13 Holiday-In-Lieu Pay For Public Safety Dispatchers Class Series.  
Effective March 30, 2014, all employees in the Public Safety Dispatcher class series listed below shall receive a 6.5% special pay adjustment in place of the Holiday-in-Lieu compensation. Beginning March 30, 2014, and continuing thereafter, the Holiday-in-Lieu compensation benefit shall cease to apply to all employees in the Public Safety Dispatcher class series listed below. It is expressly understood that the 6.5% special pay adjustment is compensation for all employees in the Public Safety Dispatcher class series listed below in lieu of holiday benefits. There shall be no additional holiday compensation.

- ~~Public Safety Communications Specialist~~
- ~~Public Safety Communications Specialist (PT)~~
- Public Safety Radio Dispatcher (8514)
- Public Safety Radio Dispatcher (PT) (8534)
- Public Safety Radio Dispatcher Trainee (8532)
- ~~Public Safety Radio Dispatcher Trainee (PT)~~
- Senior Public Safety Dispatcher (8513)
- Senior Public Safety Dispatcher (PT) (8533)
- Supervising Public Safety Dispatcher (8512)

10.1.13.1 Effective March 5, 2023, in recognition of the City adding Juneteenth as a 15<sup>th</sup> City-observed holiday, the classifications listed above received a 0.46% base pay increase.

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FOR THE CITY:

Burke Dunphy 4/21/23  
Burke Dunphy Date  
Lead Negotiator  
City of San José

FOR THE UNION:

John Tucker 4/19/23  
John Tucker Date  
Business Representative  
AFSCME, Local 101

Cindy Harlin 4/19/23  
Cindy Harlin Date  
President  
MEF, AFSCME, Local 101



**2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL TO MEF – HOUSEKEEPING FOR SICK LEAVE**

City Proposed Language:

**ARTICLE 10 LEAVES**

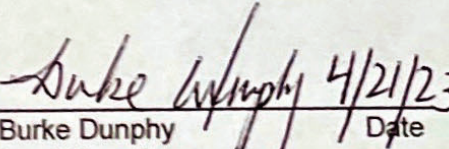
10.3.3 Use of Sick Leave. Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

Up to a total of forty-eight (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 grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, ~~or~~ stepchild, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

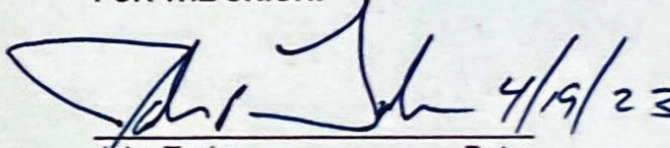
When an employee has exhausted all of their sick leave, the employee may be allowed to use accrued vacation, compensatory time or personal leave in lieu of unpaid time subject to the approval of the Department Director or designee and pursuant to 10.3.5.1 may be required to furnish medical verification.

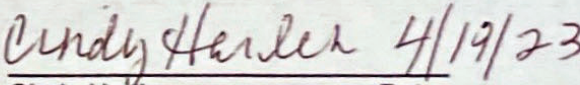
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**FOR THE CITY:**

  
Burke Dunphy  
Lead Negotiator  
City of San José

**FOR THE UNION:**

  
John Tucker  
Business Representative  
AFSCME, Local 101

  
Cindy Harlin  
President  
MEF, AFSCME, Local 101



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

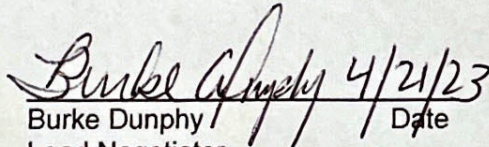
CITY PROPOSAL TO MEF – PUBLIC SAFETY RADIO DISPATCHERS TRAINING  
PAY

City Proposed Language:

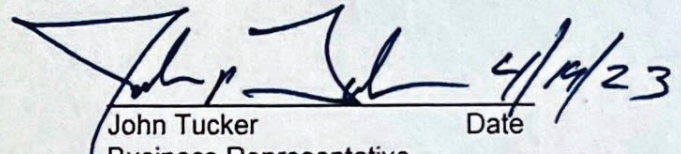
12.16.1 ~~Communications-Public Safety Radio Dispatchers Training Pay.~~  
~~Public Safety Communication Specialists or~~ Public Safety Radio  
Dispatchers shall be eligible for additional pay equal to  
approximately ~~seven and one-half percent (7.5%)~~ five percent (5%)  
of the employee's current rate of pay for each hour the employee is  
assigned and is actually engaged in one-on-one training of a  
Dispatcher trainee.

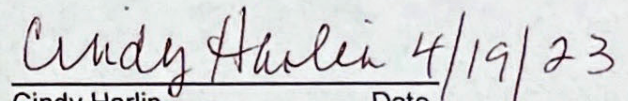
*\*This agreement is considered tentative and shall not be considered final or binding until  
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approved by City Council.*

FOR THE CITY:

  
Burke Dunphy 4/21/23  
Lead Negotiator  
City of San José

FOR THE UNION:

  
John Tucker 4/19/23  
Business Representative  
AFSCME, Local 101

  
Cindy Harlin 4/19/23  
President  
MEF, AFSCME, Local 101



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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CITY COUNTERPROPOSAL TO MEF – PROTECTIVE FOOTWEAR

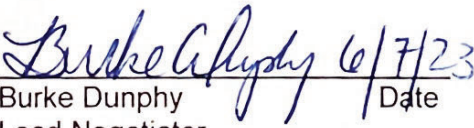
City Proposed Language:

WAGES AND SPECIAL PAY


12.11 Protective Footwear. The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to \$200-275 for employees in Fiscal Year 2023-2024 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. In Fiscal Year 2024-2025, the voucher shall be up to \$300, and in Fiscal Year 2025-2026, the voucher shall be up to \$325. 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. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive a voucher for protective footwear under this provision.


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FOR THE CITY:

  
Burke Dunphy  
Lead Negotiator  
City of San José

FOR THE UNION:

  
John Tucker  
Business Representative  
AFSCME, Local 101

  
Cindy Harlin  
President  
MEF, AFSCME, Local 101

2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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MEF PROPOSAL TO CITY – MEAL ALLOWANCE

MEF Proposed Language:

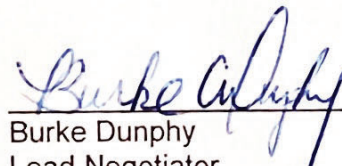
WAGES AND SPECIAL PAY

12.13 Meal Allowance. In the event an employee is assigned to work 16 or more consecutive hours, the City, at its option, will either provide the employee ~~ten~~ fifteen dollars (~~\$10~~\$15) as a meal allowance or provide a meal to the employee.

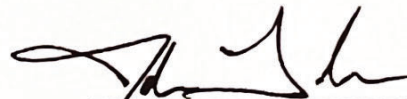
In the event an Airport employee is assigned to work 16 or more consecutive hours, the City, at its option, will either provide the employee twenty dollars (\$20) as a meal allowance or provide a meal to the employee.

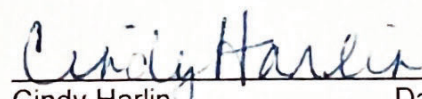
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FOR THE CITY:

 6/7/23  
Burke Dunphy Date  
Lead Negotiator  
City of San José

FOR THE UNION:

 6/7/23  
John Tucker Date  
Business Representative  
AFSCME, Local 101

 6/7/23  
Cindy Harlin Date  
President  
MEF, AFSCME, Local 101



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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CITY COUNTERPROPOSAL TO MEF – APPAREL ALLOWANCE

City Proposed Language:

WAGES AND SPECIAL PAY

12.12 Apparel Allowance. An annual Apparel Allowance shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such employees are required, in the performance of the assigned duties of such classifications, to wear approved apparel.

12.12.1 Apparel Allowance not to exceed one-hundred dollars (\$100) annually shall be paid to the following classifications:

- Code Enforcement Inspector I (3938)
- Code Enforcement Inspector II (3939)

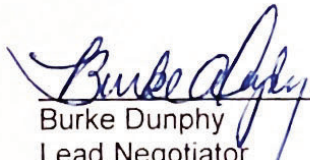
~~12.12.2 Apparel Allowance not to exceed fifty dollars (\$50) annually shall be paid to the following classifications:~~

- Senior Airport Operations Specialist I (3514)
- Senior Airport Operations Specialist II (3516)
- Senior Airport Operations Specialist III (3518)
- Zoo Keeper FT (6353)

12.12.21.1 Employees in the Zoo Keeper FT (6353) classification will be responsible for providing their own pants. The City will not provide pants for employees in the Zoo Keeper FT (6353) classification.

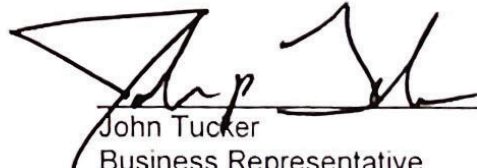
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FOR THE CITY:


  
Burke Dunphy  
Lead Negotiator  
City of San José

6/7/23  
Date

FOR THE UNION:

  
John Tucker  
Business Representative  
AFSCME, Local 101

6/7/23  
Date

  
Cindy Harlin  
President  
MEF, AFSCME, Local 101

Date



2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO MEF – EMPLOYEE LISTS

City Proposed Language:


6.9 Employee Lists. The City shall provide, at no charge to the Union, a monthly electronic document (xls) printout listing bargaining unit employees alphabetically by employee name, by department and position, worksite location (to the extent available), employment date, full-time equivalency, benefit status, and employee address, work email address, personal email address where available, employee mobile phone number where available, standard hours worked per week, leave status, leave of absence effective date (to the extent available), and MEF dues status including any additional voluntary deductions. ~~The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status.~~

The City shall provide, at no charge to the Union, a monthly electronic document (xls) listing bargaining unit employees that have been separated from employment and the date their separation became effective.

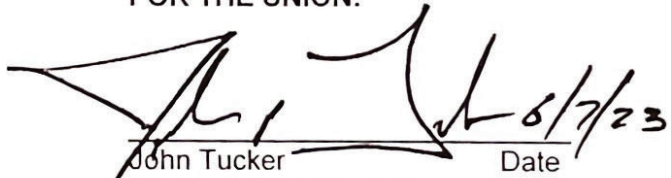
The Union agrees that such information listed above will be treated in a confidential manner.

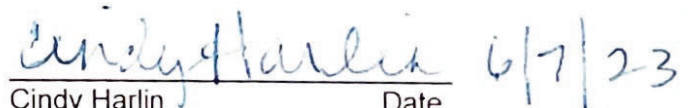
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City of San José

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John Tucker  
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AFSCME, Local 101

  
Cindy Harlin  
President  
MEF, AFSCME, Local 101

## 2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS TENTATIVE AGREEMENT

### **CITY PROPOSAL TO MEF – SHIFT DIFFERENTIAL HOURS – INCORPORATION OF SIDE LETTER AGREEMENT**

City Proposed Language:

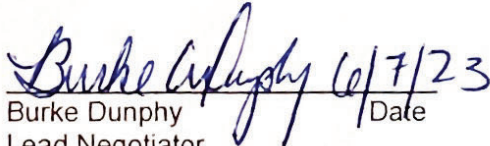
#### **ARTICLE 12 WAGES AND SPECIAL PAY**

12 X The hours for the classifications provided below, as determined by the department to coincide with a Swing or Grave shift, shall be paid using the given shift differential as outlined in Section 12.4.

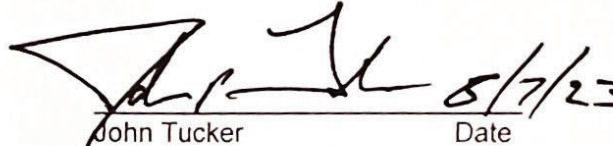
- Public Safety Radio Dispatcher Trainee (8532)
- Public Safety Radio Dispatcher (8514)
- Senior Public Safety Dispatcher (8513)
- Supervising Public Safety Dispatcher (8512)
- Senior Airport Operations Specialist I/II/III (3514/3516/3518)

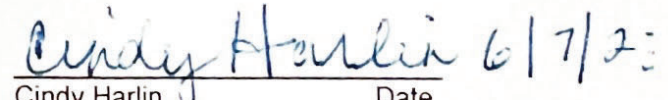
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**FOR THE CITY:**

  
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City of San José

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Business Representative  
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2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY PROPOSAL TO MEF – HOUSEKEEPING FOR BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 10 LEAVES

- 10.5 Bereavement Leave. Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative. The days of bereavement leave need not be consecutive. Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to forty (40) work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~thirty (30) calendar days~~ three (3) months following the death of an eligible person. Under extreme circumstances, the ~~thirty (30) day~~ 3-month requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal. Bereavement leave compensation shall be granted to eligible part-time employees on the same basis and subject to the same restrictions, conditions and limitations as apply to such leave with pay and such compensation for full-time employees; provided, however, that each eligible part-time employee shall be entitled to bereavement leave with pay for a number of hours based on the number of hours per week such part-time employee is indefinitely assigned to work in the employee's regularly scheduled part-time position.

Such number of hours shall be in accordance with the following hours per week scheduling:

Regularly Scheduled Hours Per Week	Hours of Bereavement Leave with Pay
30-34 Hours	Up to 30 Hours
25-29 Hours	Up to 25 Hours
20-24 Hours	Up to 20 Hours

a.	<del>Parents</del> /Step-parents
b.	Spouse
c.	Child/Step-child (including miscarriage or stillbirth)
d.	Brother/Sister/Step-brother/Step-sister/Half-brother and Half-sister
e.	<del>Grandparents</del> /Step-grandparents
f.	Great grandparents/Step-great grandparents
g.	Grandchild <del>ren</del>
h.	Sister-in-law/Brother-in-law/Daughter-in-law/Son-in-law
i.	Domestic partner

2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

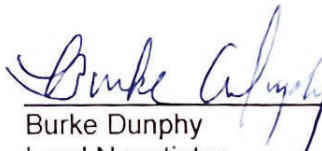
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Each unbenefited part-time employee shall be granted unpaid bereavement leave for five (5) days and may use their accrued leave balances, including, but not limited to sick leave.

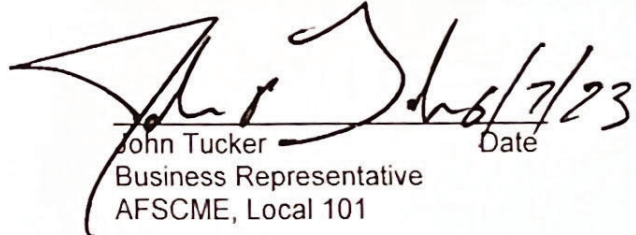
- 1.1.1      10.5.1      A domestic partner, as referenced in Section 10.5, must be the domestic partner registered with the Department of Human Resources.
- 1.1.2      10.5.2      Anything herein above to the contrary notwithstanding, no such employee shall be ~~granted-entitled to compensation for~~ bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

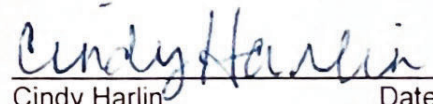
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FOR THE CITY:

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AFSCME, Local 101

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Cindy Harlin      Date  
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2023 CITY OF SAN JOSÉ – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL – LEGAL ADMINISTRATIVE ASSISTANT SERIES  
CLASSIFICATION SPECIFICATION REVISIONS**

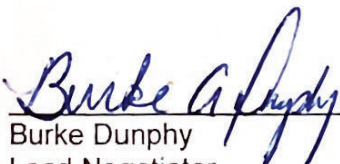
On March 15, 2023, the City provided the attached proposed classification specification revisions for the Legal Administrative Assistant series to MEF for review. These revisions were drafted in coordination with the City Attorney's Office for reasons, including, but not limited to addressing recruitment and retention issues.

MEF responded on March 24, 2023, citing Article 3.1.4 of the MEF Memorandum of Agreement (MOA), and indicated that MEF was not interested in meeting and conferring on these proposed classification specification revisions outside of negotiations on a successor MOA. The City disagrees with MEF's interpretation of Article 3.1.4 of the MEF MOA and reserves the right to dispute MEF's interpretation in the future. Nonetheless, while the City believes that these classification specifications could be efficiently addressed outside of successor MOA negotiations, as other similar issues have in the past, the City is proposing these changes at the successor MOA negotiation table at MEF's request.

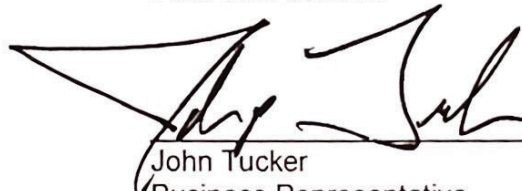
Attachment – Legal Administrative Assistant Series Classification Specification Revisions


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FOR THE CITY:

 6/7/23  
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Cindy Harlin      Date  
President  
MEF, AFSCME, Local 101

**City of San José**  
**CLASS SPECIFICATION**

**Title: Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Attorney's Office	Varies	Non-exempt

**CLASS SUMMARY**

Under immediate (Legal Administrative Assistant I) to general supervision (Legal Administrative Assistant II/III) performs a variety of legal administrative assistant duties within the Office of the City Attorney; drafts, proofreads, and reviews legal materials to ensure conformance to standard legal and office style and accuracy, including accuracy of citations and code references; identifies applicable procedural rules and statutes; performs work related to a variety of legal matters; serves as contact person in answering inquiries and complaints, providing information related to the Office of the City Attorney. Performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

The Legal Administrative Assistant I/II/III is a flexibly staffed entry/journey class in the Legal Administrative series, described as follows:

Legal Administrative Assistant I – This is the first working level class in the Legal Administrative Assistant series responsible for providing administrative support within the Office of the City Attorney. Positions at this level are not expected to function with the same knowledge or skill level as positions allocated to the Legal Administrative Assistant II level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work continues to be supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Legal Administrative Assistant II - This is the journey level class in the Legal Administrative Assistant series responsible for performing the full range of legal administrative support duties within the Office of the City Attorney. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Legal Administrative Assistant III - This is the advanced journey-level class in the Legal Administrative Assistant series responsible for providing the full range of legal administrative support duties within the Office of the City Attorney. Positions at this level rely on experience and judgment to ensure the efficient and effective completion of tasks. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to operating procedures and policies of the work unit. Legal Administrative Assistant III is distinguished from Legal Administrative Assistant I/II in that they may provide training to lower level staff by assigning, reviewing and providing feedback on tasks.

**QUALIFICATIONS**

**Minimum Qualifications**

**Education and Experience**

***Legal Administrative Assistant I***

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND two (2) years of experience in legal administrative assistant work preparing and formatting legal documents such as pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.



**City of San José**  
**CLASS SPECIFICATION**

**Title: Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

***Legal Administrative Assistant II***

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND three (3) years of experience in legal administrative assistant work preparing and formatting legal documents such as pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.

***Legal Administrative Assistant III***

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND four (4) years of experience in legal administrative assistant work including two (2) years of experience in Civil Litigation practice utilizing on-line legal software to create Table of Authorities, preparing and formatting complex legal documents such as correspondence, pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.

**Other Qualifications**

**(Incumbents may be required to have different combinations of the listed qualifications, or more specific job-related qualifications depending on the position.)**

**Basic Competencies**

**(Needed at entry into the job in order to perform the essential duties.)**

- Job Expertise - Demonstrates knowledge of and experience with applicable professional/technical principles and practices, Citywide and departmental procedures/policies and federal and state rules and regulations.
- Communication Skills - Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.
- Computer Skills - Experienced with common business computer applications including but not limited to: MS Outlook, MS Word, MS PowerPoint, MS Access, and MS Excel.
- Teamwork & Interpersonal Skills - Develops effective relationships with co-workers and supervisors by helping others accomplish tasks and using collaboration and conflict resolution skills.
- Customer Service - Demonstrates the ability to anticipate customers' needs and deliver services effectively and efficiently using professional demeanor.
- Flexibility – Makes effective decisions and achieves desired results in the midst of major changes in responsibilities, work processes, timeframes, performance expectations, organizational culture, or work environment.
- Initiative - Exhibits resourceful behaviors toward meeting job objectives; anticipates problems, is proactive, and avoids difficulties by planning ahead; displays willingness to assume extra responsibility and challenges; pursues continuing education opportunities that promotes job performance.
- Multi-Tasking – Can handle multiple projects and responsibilities simultaneously; has handled a wide variety of assignments in past and/or current position(s).

City of San José  
CLASS SPECIFICATION

**Title: Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

- Planning – Acts to align own unit's goals with the strategic direction of the organization; Defines tasks and milestones to achieve objectives, while ensuring the optimal use of resources to meet those objectives.
- Problem Solving – Approaches a situation or problem by defining the problem or issue; determines the significance of problem; collects information; uses logic and intuition to arrive at decisions or solutions to problems that achieve the desired outcome.
- Reliability - Completes quality work assignments in a timely and efficient manner; fulfills responsibilities and maintains confidentiality as appropriate.

DUTY NO.	<b>TYPICAL CLASS ESSENTIAL DUTIES:</b> (These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:	FREQUENCY*
1.	Performs administrative support duties for attorney and other staff, such as screening visitors and calls; processing and distributing mail; arranging schedules; maintaining attorney's appointments, departmental, and litigation calendars and reminders; and handling travel-related details.	Daily/Several Times
2.	Prepares, proofreads, and reviews materials such as legal papers, contracts, amendments, ordinances, resolutions, discovery, pleadings and court documents to ensure accuracy of dates, clarity of wording and language, conformance to standard legal style, consistency between clauses and/or provisions, verification of accuracy of citations and code references through use of the law library and various websites, and completeness of all appropriate supporting documentation; notes necessary changes, additions, deletions, and corrections for review and approval by an attorney or supervisor.	Daily/Several Times
3.	Drafts and formats a variety of legal and general documents on a word processor; composes correspondence, memoranda and other material from verbal instruction, or independently as appropriate; utilizes a document management system.	Daily/Several Times
4.	Works with various software applications as they relate to the preparation and filing of legal and other documents; operates standard office machines and equipment.	Daily/Several Times
6.	Prepares and updates the confidential Closed Session agenda and Brown Act required documents.	Daily/Several Times
7.	Serves as contact person in answering inquiries and complaints from multiple sources; forwards inquiries, complaints and messages to appropriate staff for action; provides information related to the work of the Office to the public, law firms, courts, and various City, County, State, Federal, other public and private agencies/entities; routinely obtaining information as requested or needed.	Daily



City of San José  
**CLASS SPECIFICATION**

**Title: Legal Administrative Assistant I/II/III FT/PT  
(1167/1153/1168/1154/XXXX/XXXX)**

<b>DUTY NO.</b>	<b>TYPICAL CLASS ESSENTIAL DUTIES:</b> (These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:	<b>FREQUENCY*</b>
8.	Performs work related to a variety of legal matters such as: discovery, tables of contents and points of authorities, tort claims and litigation, personnel matters, code enforcement, eminent domain, contracts, appropriations, taxes, land use, general plan, zoning; political activities, community development and various other categories of legal work; researches and identifies applicable procedural rules and statutes.	Daily
9.	Provides assistance upon request and/or coordinates with other Legal Administrative Assistants in the Office; and participates in the orientation and various trainings on specific position to other office staff. Assists in the development of office procedures as requested.	Daily
10.	Performs other related duties as assigned.	As Required

\*Frequency defined as Daily/Several Times, Daily, Weekly, Intermittent, or As Required

**PHYSICAL/ENVIRONMENTAL ELEMENTS**

The following is a general statement for the classification. Individual positions may have additional or different physical/environmental elements.

In an office environment, possess ability to:

- Operate, access, enter, and retrieve data using standard office equipment, including but not limited to a computer or tablet;
- Read printed materials and a computer screen;
- Communicate in person and over the telephone;
- Lift, carry, push, and pull materials and objects up to 25 pounds, or heavier weights, in all cases with the use of proper equipment;
- Move between/within work areas, including but not limited to sitting, walking, and standing on various surfaces, turning, bending, grasping, and making repetitive hand movements;
- Be exposed to moderate noise levels and controlled temperature conditions;
- Maintain professional demeanor during interactions with staff, customers, and the public.

**CLASSIFICATION HISTORY** (Formerly titled *Legal Secretary I/ II*), Created 5/80, Rev. 1/83, Rev. 1/84, Rev. 7/90, Rev. 7/98, Rev. 09/03, Rev. 09/18, Rev. & Ret. 12/18 (Formerly *Legal Administrative Assistant I/II C*); s005, Rev. XX/23; s006.

City of San José  
CLASS SPECIFICATION

**Title: ~~Legal Administrative Assistant Trainee (1165)~~**  
**Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/~~XXXX/XXXX~~)**

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Attorney's Office	Varies	Non-exempt

### CLASS SUMMARY

Under immediate (~~Legal Administrative Assistant Trainee and~~ Legal Administrative Assistant I) to general supervision (Legal Administrative Assistant II/III) performs a variety of legal administrative assistant duties within the Office of the City Attorney; drafts, proofreads, and reviews legal materials to ensure conformance to standard legal and office style and accuracy, including accuracy of citations and code references; identifies applicable procedural rules and statutes; performs work related to a variety of legal matters; serves as contact person in answering inquiries and complaints, providing information related to the Office of the City Attorney. Performs related work as required.

### DISTINGUISHING CHARACTERISTICS

The ~~Legal Administrative Trainee~~/Legal Administrative Assistant I/II/III is a flexibly staffed ~~trainee~~/entry/journey class in the Legal Administrative series, described as follows:

~~Legal Administrative Assistant Trainee – This is the trainee level class in the Legal Administrative Assistant series responsible for providing administrative support within the Office of the City Attorney by learning the diverse tasks, policies, procedures and document preparation standards within the department. Work is highly supervised while in progress and fits an established structure or pattern. This class is distinguished from the higher level class of Legal Administrative Assistant I in that the incumbents of that class have learned department operations, procedures and standards and perform the more routine legal document preparation. This class is distinguished from classes in the Office Specialist series in that the incumbents of that series perform general clerical work, whereas incumbents of this class perform specialized work involving the use of legal terminology and procedures.~~

Legal Administrative Assistant I – This is the ~~second and~~ first working level class in the Legal Administrative Assistant series responsible for providing administrative support within the Office of the City Attorney. Positions at this level are not expected to function with the same knowledge or skill level as positions allocated to the Legal Administrative Assistant II level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work continues to be supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Legal Administrative Assistant II - This is the journey level class in the Legal Administrative Assistant series responsible for performing the full range of legal administrative support duties within the Office of the City Attorney. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Legal Administrative Assistant III - This is the advanced journey-level class in the Legal Administrative Assistant series responsible for providing the full range of legal administrative support duties within the Office of the City Attorney. Positions at this level rely on experience and judgment to ensure the efficient and effective completion of tasks. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to operating procedures and policies of the work unit. Legal



City of San José  
CLASS SPECIFICATION

**Title: Legal Administrative Assistant Trainee (1165)**  
**Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

Administrative Assistant III is distinguished from Legal Administrative Assistant I/II in that they may provide training to lower level staff by assigning, reviewing and providing feedback on tasks.

## QUALIFICATIONS

### Minimum Qualifications

#### **Education and Experience**

##### **Legal Administrative Assistant Trainee**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND ~~experience equivalent to two (2) years of responsible experience in stenographic (transcription or word processing) and clerical work, preferably with one (1) year of experience having been acquired in a law office.~~

##### **Legal Administrative Assistant I**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND ~~experience equivalent to one two (12) years~~ of experience in legal administrative assistant work preparing and formatting legal documents such as pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.

##### **Legal Administrative Assistant II**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND ~~experience equivalent to three (3) years of experience in legal administrative assistant work including one (1) year of preparing and formatting complex legal documents such as pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.~~

##### **Legal Administrative Assistant III**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND four (4) years of experience in legal administrative assistant work including two (2) years of experience in Civil Litigation practice utilizing on-line legal software to create Table of Authorities, preparing and formatting complex legal documents such as correspondence, pleadings, briefs, contracts, ordinances, resolutions or other transactional documents.

#### **Acceptable Substitution**

##### **Legal Administrative Assistant Trainee**

~~A certificate and/or degree in legal secretarial studies or related field, or an Associate's Degree from an accredited college may be substituted for one (1) year of responsible experience stenographic (transcription or word processing) and clerical work.~~

#### **Other Qualifications**

(Incumbents may be required to have different combinations of the listed qualifications, or more specific job-related qualifications depending on the position.)

#### **Basic Competencies**

(Needed at entry into the job in order to perform the essential duties.)

City of San José  
CLASS SPECIFICATION

**Title: Legal Administrative Assistant Trainee (1165)**  
**Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

- Job Expertise - Demonstrates knowledge of and experience with applicable professional/technical principles and practices, Citywide and departmental procedures/policies and federal and state rules and regulations.
- Communication Skills - Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.
- Computer Skills - Experienced with common business computer applications including but not limited to: MS Outlook, MS Word, MS PowerPoint, MS Access, and MS Excel.
- Teamwork & Interpersonal Skills - Develops effective relationships with co-workers and supervisors by helping others accomplish tasks and using collaboration and conflict resolution skills.
- Customer Service - Demonstrates the ability to anticipate customers' needs and deliver services effectively and efficiently using professional demeanor.
- Flexibility – Makes effective decisions and achieves desired results in the midst of major changes in responsibilities, work processes, timeframes, performance expectations, organizational culture, or work environment.
- Initiative - Exhibits resourceful behaviors toward meeting job objectives; anticipates problems, is proactive, and avoids difficulties by planning ahead; displays willingness to assume extra responsibility and challenges; pursues continuing education opportunities that promotes job performance.
- Multi-Tasking – Can handle multiple projects and responsibilities simultaneously; has handled a wide variety of assignments in past and/or current position(s).
- Planning – Acts to align own unit's goals with the strategic direction of the organization; Defines tasks and milestones to achieve objectives, while ensuring the optimal use of resources to meet those objectives.
- Problem Solving – Approaches a situation or problem by defining the problem or issue; determines the significance of problem; collects information; uses logic and intuition to arrive at decisions or solutions to problems that achieve the desired outcome.
- Reliability - Completes quality work assignments in a timely and efficient manner; fulfills responsibilities and maintains confidentiality as appropriate.



City of San José  
CLASS SPECIFICATION

**Title: ~~Legal Administrative Assistant Trainee (1165)~~**  
**Legal Administrative Assistant I/II/III FT/PT**  
**(1167/1153/1168/1154/XXXX/XXXX)**

DUTY NO.	TYPICAL CLASS ESSENTIAL DUTIES:(These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:	FREQUENCY*
1.	Performs administrative support duties for attorney and other staff, such as screening visitors and calls; processing and distributing mail; arranging schedules; maintaining attorney's appointments, departmental, and litigation calendars and reminders; and handling travel-related details.	Daily/Several Times
2.	Prepares, proofreads, and reviews materials such as legal papers, contracts, amendments, ordinances, resolutions, discovery, pleadings and court documents to ensure accuracy of dates, clarity of wording and language, conformance to standard legal style, consistency between clauses and/or provisions, verification of accuracy of citations and code references through use of the law library and various websites, and completeness of all appropriate supporting documentation; notes necessary changes, additions, deletions, and corrections for review and approval by an attorney or supervisor.	Daily/Several Times
3.	Drafts and formats a variety of legal and general documents on a word processor; composes correspondence, memoranda and other material from verbal instruction, or independently as appropriate; utilizes a document management system.	Daily/Several Times
4.	Works with various software applications as they relate to the preparation and filing of legal and other documents; operates standard office machines and equipment.	Daily/Several Times
6.	Prepares and updates the confidential Closed Session agenda and Brown Act required documents.	Daily/Several Times
7.	Serves as contact person in answering inquiries and complaints from multiple sources; forwards inquiries, complaints and messages to appropriate staff for action; provides information related to the work of the Office to the public, law firms, courts, and various City, County, State, Federal, other public and private agencies/entities; routinely obtaining information as requested or needed.	Daily
8.	Performs work related to a variety of legal matters such as: discovery, tables of contents and points of authorities, tort claims and litigation, personnel matters, code enforcement, eminent domain, contracts, appropriations, taxes, land use, general plan, zoning; political activities, community development and various other categories of legal work; researches and identifies applicable procedural rules and statutes.	Daily
9.	Provides assistance upon request and/or coordinates with other Legal Administrative Assistants in the Office; and participates in the orientation and various trainings on specific position to other office staff. Assists in the development of office procedures as requested.	Daily
10.	Performs other related duties as assigned.	As Required

City of San José  
CLASS SPECIFICATION

Title: ~~Legal Administrative Assistant Trainee (1165)~~  
Legal Administrative Assistant I/II/III FT/PT  
(1167/1153/1168/1154/~~XXXX/XXXX~~)

\*Frequency defined as Daily/Several Times, Daily, Weekly, Intermittent, or As Required

**PHYSICAL/ENVIRONMENTAL ELEMENTS**

The following is a general statement for the classification. Individual positions may have additional or different physical/environmental elements.

In an office environment, possess ability to:

- Operate, access, enter, and retrieve data using standard office equipment, including but not limited to a computer or tablet;
- Read printed materials and a computer screen;
- Communicate in person and over the telephone;
- Lift, carry, push, and pull materials and objects up to 25 pounds, or heavier weights, in all cases with the use of proper equipment;
- Move between/within work areas, including but not limited to sitting, walking, and standing on various surfaces, turning, bending, grasping, and making repetitive hand movements;
- Be exposed to moderate noise levels and controlled temperature conditions;
- Maintain professional demeanor during interactions with staff, customers, and the public.

**CLASSIFICATION HISTORY** (Formerly titled *Legal Secretary I/ II*), Created 5/80, Rev. 1/83, Rev. 1/84, Rev. 7/90, Rev. 7/98, Rev. 09/03, Rev. 09/18, Rev. & Ret. 12/18 (Formerly *Legal Administrative Assistant I/II C*); s005, Rev. XX/23; s006.