

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE APPROVING THE TERMS OF AN AGREEMENT WITH THE ASSOCIATION OF LEGAL PROFESSIONALS (ALP), WITH A TERM OF JULY 1, 2023 – JUNE 30, 2026, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALP**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE THAT:

1. That the terms of a collective bargaining agreement between the City of San José and the Association of Legal Professionals, to amend certain Articles in the current Memorandum of Agreement (“MOA”) and extend the current MOA through June 30, 2026, are hereby approved. The City Manager is hereby authorized to execute the agreement with those terms on behalf of the City of San José.
2. The general terms of the agreement are set out and described in the Memorandum to the Mayor and City Council from Jennifer Schembri, Director of Employee Relations and Director of Human Resources, dated June 16, 2023, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

\_\_\_\_\_  
MATT MAHAN  
Mayor

ATTEST:

\_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Jennifer Schembri

**SUBJECT:** SEE BELOW

**DATE:** June 16, 2023

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Approved

Date

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**SUBJECT: APPROVE THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND ALP, TO AMEND CERTAIN ARTICLES IN THE CURRENT MEMORANDUM OF AGREEMENT (“MOA”) AND EXTEND THE TERM OF THE MOA THROUGH JUNE 30, 2026, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THOSE TERMS**

## **RECOMMENDATION**

Adopt a resolution approving the terms of a collective bargaining agreement between the City and the Association of Legal Professionals (ALP) to amend certain articles in the current Memorandum of Agreement (MOA) and extend the term of the MOA through June 30, 2026, and authorize the City Manager to execute an agreement with those terms.

## **SUMMARY AND OUTCOME**

Adoption of the resolution and authorization to approve compensation and benefit changes will increase the pensionable general wage increase in Fiscal Year 2023-2024 and provide pensionable general wage increases in Fiscal Year 2024-2025 and Fiscal Year 2025-2026 for employees in ALP.

## **BACKGROUND**

### *General Wage Increases and Benefits for ALP-represented Employees*

The ALP represents approximately 47 FTEs in the City Attorney’s Office in the classifications of Senior Deputy City Attorney, Deputy City Attorney, Legal Services Manager, Senior Legal Analyst, and Associate Deputy City Attorney. This unit also currently represents both classified and unclassified employees.

June 16, 2023

**Subject: Approval of the Terms of an Agreement with the Association of Legal Professionals (ALP) to Amend Certain Articles in the Current Memorandum of Agreement between the City and ALP (“MOA”) and Extend the Term of the MOA Through June 30, 2026**

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The current MOA provides for a pensionable general wage increase of approximately 3.00% in Fiscal Year 2023-2024. The recommended compensation changes for employees represented by ALP will increase the pensionable general wage increase in Fiscal Year 2023-2024 and provide for pensionable general wage increases in Fiscal Year 2024-2025 and Fiscal Year 2025-2026, which are consistent with the agreements that have been reached with other non-sworn bargaining units.

## **ANALYSIS**

The following is a summary of the compensation and benefit changes for executive management and professional employees in ALP that are recommended to be implemented upon approval by the City Council:

### **Pensionable General Wage Increase**

#### Fiscal Year 2023-2024

Effective June 25, 2023, employees in ALP will receive a pensionable general wage increase of approximately 2.00%. This will result in both the top and bottom of the pay range being increased by approximately 2.00%. This is in addition to the 3.00% pensionable general wage increase that was approved by Council on June 29, 2021, for a total of a 5.00% pensionable general wage increase.

#### Fiscal Year 2024-2025

Effective the first full pay period of Fiscal Year 2024-2025, employees in ALP will receive a pensionable general wage increase of approximately 4.00%. This will result in both the top and bottom of the pay range being increased by approximately 4.00%.

#### Fiscal Year 2025-2026

Effective the first full pay period of Fiscal Year 2025-2026, employees in ALP will receive a pensionable general wage pay increase of approximately 3.00%. This will result in both the top and bottom of the pay range being increased by approximately 3.00%.

### **Technology Stipend**

Effective June 25, 2023, the monthly Technology Stipend provided to employees in ALP shall be \$90 (an increase from \$80).

June 16, 2023

**Subject: Approval of the Terms of an Agreement with the Association of Legal Professionals (ALP) to Amend Certain Articles in the Current Memorandum of Agreement between the City and ALP (“MOA”) and Extend the Term of the MOA Through June 30, 2026**

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**Professional  
Development  
Program**

Effective June 25, 2023, each eligible employee may be reimbursed for up to \$2,000 (an increase from \$1,300) per fiscal year (July 1 – June 30), pro-rated for part-time employees, for the purchase of textbooks required for an approved course, college accredited courses, non-college accredited courses, continuing education units, adult education classes, workshops, seminars, travel expenses, memberships in professional associations, professional licenses and professional certificates which are either related to and is beneficial for the work of the employee’s current City position or occupation, must satisfy a continuing education requirement of the employee’s current City position or occupation or must prepare the employee for advancement/promotion to positions of greater responsibility in the City that is within the employee’s current trade or business.

A total of \$1,000 (increase from \$600), of the \$2,000 annual maximum may be reimbursed for professional materials that include professional books and professional magazine subscriptions, professional books to prepare for certifications or licensing, and other learning materials (learning/training software, videos, etc.) for educational purposes provided that the materials relate to and are beneficial for the work of the employee’s current City position or occupation or are required of the employee’s current City position or occupation.

Effective June 25, 2023, the City will reimburse each eligible part-time benefited employee 100% of expenses incurred, up to the maximum amounts per fiscal year listed below, pursuant to the terms and conditions of the Professional Development Program for employees represented by ALP as described in the City Policy Manual’s Professional Development Program.

<b>Scheduled Work Hours per Week</b>	<b>Maximum Reimbursement for Benefited Employees</b>	<b>Maximum Reimbursement for Professional Materials</b>
35-40 hours per week	\$2,000.00	\$1,000.00
30-34.9 hours per week	\$1,500.00	\$750.00
25-29.9 hours per week	\$1,250.00	\$625.00

**Subject: Approval of the Terms of an Agreement with the Association of Legal Professionals (ALP) to Amend Certain Articles in the Current Memorandum of Agreement between the City and ALP (“MOA”) and Extend the Term of the MOA Through June 30, 2026**

20-24.9 hours per week	\$1,000.00	\$500.00
Less than 20 hours per week	\$0.00	\$0.00

**Vacation Sell Back**

Beginning calendar year 2024, the maximum number of vacation hours that an employee in ALP may sell back shall be seventy (70) hours per calendar year (an increase from 60 hours).

**Health-In-Lieu**

Effective as soon as practicable, employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive \$102.00 per pay period for single rate (an increase from currently \$89.09)

**Paid Parental Leave**

Effective June 25, 2023, the Paid-Parental Leave Program will become permanent. For eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of one-hundred sixty (160) hours of continuous paid time off (currently forty (40) hours) and shall be eligible to use a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

**Bilingual Pay**

Effective June 25, 2023, a full-time employee who is required to use a non-English language on a regular basis may be eligible to receive a bi-weekly payment of \$60 for oral and/or written translation.

**Side Letter – Lunar Holiday**

As soon as practicable, once implementable for all City employees:

- Lunar New Year shall be observed as a City-observed holiday and New Year’s Eve Day shall no longer be a City-observed holiday.
- Employees shall be entitled to an additional eight (8) hours of executive leave in recognition that City employees may wish to observe a personal holiday that is not observed by the City.

When an employee is hired or promoted into a position eligible for Executive Leave, the leave will be prorated during the first year dependent upon the hire date.

Start Date in Position	Hours of Executive Leave
January 1 – February 28 (February 29 on a Leap Year)	48 hours
March 1 – April 30	40 hours
May 1 – June 30	32 hours
July 1 – August 31	24 hours
September 1 – October 31	16 hours
November 1 – End of Payroll Calendar Year	8 hours

An employee on a reduced work week schedule will receive executive 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 Executive Leave
35-39.9 hours per week	100%	48 hours
30-34.9 hours per week	75%	36 hours
25-29.9 hours per week	62.5%	30 hours
20-24.9 hours per week	50%	24 hours
Less than 20 hours per week	Unbenefited	None

**Side Letter –  
Classification Reviews**

The City and ALP agree that the City will conduct a classification review for the Deputy City Attorney series within 12 months after the successor MOA is ratified by ALP and approved by the City Council in open session.

**EVALUATION AND FOLLOW-UP**

No additional follow up action with the City Council is expected at this time.

**COST SUMMARY/IMPLICATIONS**

The increased cost of the 2.00% general wage increase, effective June 25, 2023, is approximately \$194,000 in all funds, of which \$145,000 is in the General Fund. These increased costs will be offset by a decrease in the Salaries and Benefits Reserve in the General Fund or an alternative funding source, as appropriate, and the recommended budget actions will be brought forward for City Council approval as part of a future budget process. The ongoing increase will be factored into the annual development of the Base Budget.

HONORABLE MAYOR AND CITY COUNCIL

June 16, 2023

**Subject: Approval of the Terms of an Agreement with the Association of Legal Professionals (ALP) to Amend Certain Articles in the Current Memorandum of Agreement between the City and ALP (“MOA”) and Extend the Term of the MOA Through June 30, 2026**

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The ongoing costs for the increases related to Paid Parental Leave is approximately \$12,000. The costs related to the increase in the Technology Stipend total approximately \$5,160. The costs related to the increase in Vacation Sell Back total approximately \$10,000. The costs related to the increase in Bilingual Pay total approximately \$1,200. The additional costs related to the increase in Health In-Lieu is very minimal, approximately \$300. There are not any additional costs related to the increase in the Professional Development Program as most employees currently do not receive reimbursements more than \$1,300. In summary, for 2023-2024, the increased costs in all funds for these items total approximately \$29,000 and will be absorbed, to the extent possible, within the Office of the City Attorney’s existing budget. The ongoing increase for these items will be factored into the annual development of the Base Budget.

The ongoing increased cost of the 4.00% pensionable general wage increase effective the first full pay period of Fiscal Year 2024-2025 is approximately \$407,000, of which \$305,000 is in the General Fund. These ongoing increases will be factored into the annual development of the Base Budget.

The ongoing increased cost of the 3.00% pensionable general wage increase effective the first full pay period of Fiscal Year 2025-2026 is approximately \$318,000, of which \$238,000 is in the General Fund. These ongoing increases will be factored into the annual development of the Base Budget.

### **COORDINATION**

This memorandum was coordinated with the City Attorney’s Office and the City Manager’s Budget Office.

### **PUBLIC OUTREACH**

This memorandum will be posted on the City’s Council Agenda website for the June 20, 2023 City Council Agenda.

### **COMMISSION RECOMMENDATION/INPUT**

No commission recommendation or input is associated with this action.

HONORABLE MAYOR AND CITY COUNCIL

June 16, 2023

**Subject: Approval of the Terms of an Agreement with the Association of Legal Professionals (ALP) to Amend Certain Articles in the Current Memorandum of Agreement between the City and ALP (“MOA”) and Extend the Term of the MOA Through June 30, 2026**


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## **CEQA**

Not a Project, File No. PP17-010, City Organizational and Administrative Activities resulting in no changes to the physical environment.

## **PUBLIC SUBSIDY REPORTING**

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City’s Open Government Resolution.

  
JENNIFER SCHEMBRI  
Director of Employee Relations  
Director of Human Resources

For questions please contact Julianne Miyashiro, Senior Executive Analyst, at (408) 535-8162.

Attachment – ALP Tentative Agreement



**2023 ALP NEGOTIATIONS –  
TENTATIVE AGREEMENT TO EXTEND THE TERM AND AMEND ARTICLES  
IN THE CURRENT MEMORANDUM OF AGREEMENT**

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**TERM**

- July 1, 2023 – June 30, 2026

**WAGES**

- Fiscal Year 2023-2024

2.00% 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 ALP shall be increased by approximately 2.00%. This is in addition to the 3.00% general wage increase that was approved by Council on June 29, 2021, for a total of 5.00%.

- 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 ALP shall be increased by approximately 4.00%.

- Fiscal Year 2025-2026

3.00% 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 ALP shall be increased by approximately 3.00%.

**WAGES AND SPECIAL PAY**

- Bilingual Pay (See Attached)
- Technology Stipend (See Attached)

**BENEFITS**

- Health-In-Lieu (See Attached)

**HOLIDAYS**

- Holidays (See Attached)

**LEAVES**

- Paid Parental Leave (See Attached)
- Vacation Sell Back (See Attached)

**PROFESSIONAL DEVELOPMENT PROGRAM**

- Professional Development Program (See Attached)

City of San Jose

**2023 ALP NEGOTIATIONS –  
TENTATIVE AGREEMENT TO EXTEND THE TERM AND AMEND ARTICLES  
IN THE CURRENT MEMORANDUM OF AGREEMENT**

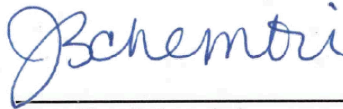
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**OTHER**

- Overpayments of Compensation (See Attached)
- Classification Structure and Minimum Qualifications of the Deputy City Attorney Series (See Attached)

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

**FOR THE CITY:**

 06/13/23  
\_\_\_\_\_  
Jennifer Schembri                      Date  
Director of Human Resources  
Director of Employee Relations

**FOR THE UNION:**

 6/13/23  
\_\_\_\_\_  
Terra Chaffee                              Date  
President, ALP

## 2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS

### CITY PROPOSAL – BILINGUAL PAY

City Proposed Language:

#### ARTICLE 11 BILINGUAL PAY

11.1 Bilingual Pay. 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.

11.2 -Each employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, or written and oral translation duties at the rate of An employee who is required to use a non-English language on a regular basis may be eligible to receive a bi-weekly payment of \$29 for oral-only bilingual or \$6040 per pay period for oral/written translation. Employee must be certified as bilingual by the Human Resources Department biweekly pay period for each pay period actually worked.

11.2.1 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.

11.2.2 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

## 2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS

written decision of the Director of Human Resources shall be final, with no process for further appeal.

11.2.3 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.

**CITY PROPOSAL – TECHNOLOGY STIPEND**

City Proposed Language:

**ARTICLE 9 WAGES AND SPECIAL PAYS**

**9.3 Technology Stipend**

**9.3.1** ~~Effective July 25, 2021, e~~Eligible employees will receive a monthly Technology Stipend in the amount of ~~\$8090~~. This stipend shall be in lieu of any Cellular and/or Data Plan Stipend that any employee may be receiving or have been eligible for.

Any employee who leaves a position in which they are receiving the Technology Stipend will cease to receive the Technology Stipend. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position in which the employee was authorized to receive the Technology Stipend.

**2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS**

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**CITY PROPOSAL – HEALTH-IN-LIEU**

City Proposed Language:

**ARTICLE 19 HEALTH AND DENTAL IN LIEU**

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

<b>Health Insurance Tier*</b>	<b>Health-in-Lieu</b>	<b>Dental –in-Lieu</b>
Employee	<del>\$89.09</del> 102.00	\$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.*

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE ASSOCIATION OF LEGAL PROFESSIONALS (ALP)

### LUNAR NEW YEAR

The City and ALP 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 29 EXECUTIVE LEAVE

- 29.1** Employees will receive ~~forty-eight (4048)~~ hours of executive leave per payroll calendar year with supervisor approval. Forty (40) additional hours may be available, upon City Attorney approval, for recognition of outstanding performance as part of the Management Performance Program. Executive leave that is not used by the end of the payroll calendar year does not accrue or carry over to the following year.
- 29.2** ~~Effective the first pay period of payroll calendar year 2022, w~~When an employee is hired or promoted into a position eligible for Executive Leave, the leave will be prorated during the first year dependent upon the hire date.

Start Date in Position	Hours of Executive Leave
January 1 – February 28 (February 29 on a Leap Year)	<del>40</del> 48 hours
March 1 – April 30	<del>32</del> 40 hours
May 1 – June 30	<del>24</del> 32 hours
July 1 – August 31	<del>16</del> 24 hours
September 1 – October 31	<del>8</del> 16 hours
November 1 – End of Payroll Calendar Year	<del>0</del> 8 hours

- 29.3** ~~A~~Effective the first pay period of payroll calendar year 2022, an employee on a reduced work week schedule will receive executive 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 Executive Leave
35-39.9 hours per week	100%	<del>40</del> 48 hours
30-34.9 hours per week	75%	<del>30</del> 36 hours
25-29.9 hours per week	62.5%	<del>25</del> 30 hours
20-24.9 hours per week	50%	<del>20</del> 24 hours
Less than 20 hours per week	Unbenefited	None

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

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE ASSOCIATION OF LEGAL PROFESSIONALS (ALP)


**LUNAR NEW YEAR**

a successor MOA, when signed by all parties below, ratified by ALP and approved by the City Council.

**FOR THE CITY:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Jennifer Schembri                      06/13/23                      Date  
Director of Human Resources  
Director of Employee Relations

  
\_\_\_\_\_  
Terra Chaffee                      6/13/23                      Date  
President, ALP



## 2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS

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### CITY PROPOSAL – CITY-PAID PARENTAL LEAVE

City Proposed Language:

#### ARTICLE XX CITY-PAID PARENTAL LEAVE

XX.X City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent and will be incorporated into the City's Administrative Policy Manual.

Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of one-hundred sixty (160) hours of continuous 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.

**CITY PROPOSAL – VACATION SELL BACK**

City Proposed Language:

**ARTICLE 28 VACATION**

- ~~28.2.1~~ Effective calendar year 2016, employees may sell back up to a maximum of twenty (20) hours of accrued vacation per calendar year.
- ~~28.2.2~~ Beginning calendar year 2019, employees may sell back up to a maximum of sixty (60) hours of accrued vacation.
- 28.2.3 Beginning calendar year 2024, employees may sell back up to a maximum of seventy (70) hours of accrued vacation.
- 28.2.3 Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:
- 28.2.4 Employees must elect the number of vacation hours they will sell back during a calendar year, up to a maximum of ~~sixty-seventy~~ (70) hours, by the end of November of the prior year. If the employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year.
- 28.2.5 The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year. If the accrued vacation hours are not sold back within the designated calendar year the employee will be deemed to have received the value of the vacation hours elected in that calendar year and will be taxed by the IRS accordingly.
- 28.2.6 Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.
- 28.2.7 Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back.

## **2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS**

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Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

- 28.2.8** Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.

**2023 CITY OF SAN JOSÉ – ALP NEGOTIATIONS**

**CITY PROPOSAL – PROFESSIONAL DEVELOPMENT PROGRAM**

City Proposed Language:

**ARTICLE 12 PROFESSIONAL DEVELOPMENT PROGRAM (PDP)**

**12.1** ~~The Effective Fiscal Year 2023-2024, the~~ City will reimburse each eligible full-time Association employee for up to at least ~~\$1,300~~2,000 per fiscal year for certain professional development costs in accordance with City’s “Professional Development Program – Association of Legal Professionals of San Jose (“ALP”)", as set forth in Section 4.3.6 of the City Policy Manual ~~on the Effective Date~~. The amount set forth for professional materials shall increase to ~~\$600~~1,000 per fiscal year.

**12.1.1** The City will reimburse each eligible part-time benefited employee one-hundred percent (100%) of expenses incurred, up to the maximum amounts per fiscal year listed below, pursuant to the terms and conditions of the Professional Development Program for employees represented by ALP as described in the City Policy Manual’s Professional Development Program.

Scheduled Work Hours per Week	Maximum Reimbursement for Part-Time Benefited Employees	Maximum Reimbursement for Professional Materials
35-39.9 hours per week	<del>\$1,300</del> <u>2,000</u> .00	<del>\$600</del> <u>1,000</u> .00
30-34.9 hours per week	<del>\$975</del> <u>1,500</u> .00	<del>\$450</del> <u>750</u> .00
25-29.9 hours per week	<del>\$812.50</del> <u>1,250</u> .00	<del>\$375</del> <u>625</u> .00
20-24.9 hours per week	<del>\$650</del> <u>1,000</u> .00	<del>\$300</del> <u>500</u> .00
Less than 20 hours per week	\$0.00	\$0.00

**12.2** Temporary employees *are not eligible* for this benefit.

**CITY PROPOSAL – OVERPAYMENTS OF COMPENSATION**

City Proposed Language:

**ARTICLE XX OVERPAYMENTS OF COMPENSATION**

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.

**SIDE LETTER AGREEMENT**

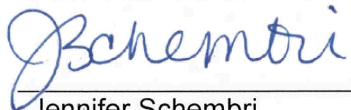
BETWEEN  
THE CITY OF SAN JOSE  
AND  
ASSOCIATION OF LEGAL PROFESSIONALS (ALP)

**Classification Structure and Minimum Qualifications of the Deputy City Attorney Series**

The City and the Association of Legal Professionals (ALP) agree that the City will review the classification structure and minimum qualifications of the Deputy City Attorney series, which includes, but is not limited to, Senior Deputy City Attorney I/II/III/IV, within 12-months after the successor MOA is ratified by ALP and approved by the City Council in open session. Once this is completed, the City and ALP will discuss conducting a salary survey, and if there are recruitment and retention issues in any of these classifications one will be completed.

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:**

 06/13/23  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations  
Director of Human Resources

**FOR THE UNION:**

 6/13/23  
\_\_\_\_\_  
Terra Chaffee Date  
President, ALP