

**CITY OF SAN JOSE
CONTRACT NEGOTIATIONS 2018**

AFSCME CEO PROPOSAL – WAGES AND SPECIAL PAY

ARTICLE 7 WAGES AND SPECIAL PAY

7.12 Jury Duty

7.12.1 Each full-time employee, or each part-time employee who is eligible for benefits under Article 24 of this Agreement, who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive the regular base compensation less all jury fees received excluding mileage. *Time off from duty to serve as a juror is time worked for calculation of overtime.* Each employee receiving a notice to report for jury service shall immediately notify the immediate supervisor. Eligibility for jury compensation shall be subject to the following:

7.12.1.1.2 In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, he/she will receive no pay from the City for that day, but will be entitled to keep the jury fee. *The time off from duty to serve as a juror for that day will not be considered time worked for calculation of overtime.*

7.12.1.3 In the case in which the employee is not released by the Court until after 1:00 p.m., he/she need not return to work. He/she receives the full day's pay, and shall pay to the City the jury fee, excluding mileage. *The time off for the full shift to serve as a juror is time worked for calculation of overtime.*

U → C 5/25/18

**CONFIDENTIAL EMPLOYEES' ORGANIZATION
AFSCME LOCAL 101, AFL-CIO**



**CITY OF SAN JOSE
CONTRACT NEGOTIATIONS 2018**

AFSCME CEO PROPOSAL – WAGES AND SPECIAL PAY

ARTICLE 7 WAGES AND SPECIAL PAY

7.13 Witness Leave

7.13.1 Each full-time employee of the City who is required, under subpoena to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a ~~party~~ *plaintiff* to the action.

7.13.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent in court, or shall be entitled to the compensation provided in Section 7.11, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a ~~party~~ *plaintiff* to the action.

u → c 5/21/18

CONFIDENTIAL EMPLOYEES' ORGANIZATION
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CITY OF SAN JOSE
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AFSCME CEO PROPOSAL – HOURS OF WORK AND OVERTIME

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.7 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, *Jury Duty and Witness Leave pursuant to Articles 7.12 and 7.13*, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.