

2023 AEA NEGOTIATIONS PACKAGE PROPOSAL B

TERM

- July 1, 2023 – June 30, 2026

WAGES

- Fiscal Year 2023-2024

3% 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 AEA shall be increased by approximately 3%.

- Fiscal Year 2024-2025

3% 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 AEA shall be increased by approximately 3%.

- Fiscal Year 2025-2026

3% 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 AEA shall be increased by approximately 3%.

WAGES AND SPECIAL PAY

- Protective Footwear (As Proposed in City Package A)
- Bilingual Pay (See Attached)

BENEFITS

- Health-In-Lieu (As Proposed in City Package A)

HOLIDAYS

- Holidays (See Attached)

CHILDCARE

- Childcare (See Attached)

LEAVES

- Paid Parental Leave (As Proposed in City Package A)

WORKING IN A HIGHER CLASSIFICATION

- Working in a Higher Classification (As Proposed in City Package A)

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PROFESSIONAL DEVELOPMENT PROGRAM

- Professional Development Program (As Proposed in City Package A)

OTHER

- Overpayments of Compensation (As Proposed in City Package A)
- Emergency Center Operations Activations (As Proposed in City Package A)
- Period of Memorandum of Agreement (As Proposed in City Package A)
- Definition of the Market (As Proposed in City Package A)

DISCIPLINE

- Discipline Appeals (Placeholder)

GRIEVANCE PROCEDURE

- Grievance Procedure (Placeholder)

LAYOFF

- Layoffs & Bumping, and Layoff Reinstatement List (Placeholder)

HOUSEKEEPING

- City Healthcare Program (As Proposed in City Package A)

TENTATIVE AGREEMENTS

- Housekeeping - Sick Leave
- Maintenance in Membership and Union Dues
- Bereavement Leave

OTHER TERMS

This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.

CITY PROPOSAL TO AEA, AMSP, AND CAMP – WAGES AND SPECIAL PAY

City Proposed Language:

ARTICLE 10 WAGES AND SPECIAL PAY

10.X Bilingual Pay

10.X.1 To be eligible for a bilingual 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.

10.X.1.1 The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or his/her designee, or

10.X.1.2 The duties currently assigned and currently being performed by an employee have been designated by the Department Director or his/her 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.

10.X.2 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 \$29.00 per biweekly pay period and for performing written translation duties at the rate of ~~\$4060.00~~ per biweekly pay period for each pay period actually worked.

10.X.3 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 \$19.00 per biweekly pay period and for performing written translation duties at the rate of ~~\$3050.00~~ per biweekly pay period for each pay period actually worked.

10.X.4 Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, and written translation duties at the rate of \$0.50 per hour.

2023 CITY OF SAN JOSÉ – AEA, AMSP, AND CAMP NEGOTIATIONS

10.X.5 If an eligible employee is on paid leave for a period of one full pay period or more, the employee will not receive bilingual pay for that period.

10.X.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.

2023 CITY OF SAN JOSÉ – AEA AND CAMP NEGOTIATIONS

CITY COUNTERPROPOSAL TO AEA AND CAMP – HOLIDAYS AND EXECUTIVE LEAVE

City Proposed Language:

ARTICLE 8 LEAVES

8.1 Holidays

8.1.1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following holidays as observed, and on no other day, during the term of this Agreement:

New Year's Day	Indigenous Peoples' Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

[Effective calendar year 2024, 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.](#)

8.5 Executive Leave Executive leave is a benefit provided in recognition of the hours in excess of forty (40) hours per week, which may be necessary but are not directly compensated on an hourly basis. [Effective the first pay period of payroll calendar year 2024, each full-time employee shall be entitled to an additional eight \(8\) hours of executive leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City.](#) Executive leave is awarded as hours/days off, up to a maximum of ~~forty-eight (4048) hours/five-six (56)~~ days during a payroll calendar year. Executive Leave is not an accrued benefit and unused leave does not carry over from year to year.

The Management Performance Program (MPP) provides that the Department Director or designee may approve up to forty (40) additional hours of executive leave for employees who receive a performance appraisal of commendable or outstanding.

8.5.1 Effective the first pay period of payroll calendar year 2024~~2~~, 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)	40 8 hours
March 1 – April 30	3240 hours
May 1 – June 30	2432 hours
July 1 – August 31	4624 hours
September 1 – October 31	816 hours

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November 1 – End of Payroll Calendar Year	08 hours
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8.5.1.1 ~~Effective the first pay period of payroll calendar year 2022,~~ An employee who is promoted or demoted into an AEA/CAMP-represented classification will have the number of Executive 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.

8.5.2 Effective the first pay period of payroll calendar year 202~~2~~⁴, 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%	480 hours
30-34.9 hours per week	75%	360 hours
25-29.9 hours per week	62.5%	2530 hours
20-24.9 hours per week	50%	2024 hours
Less than 20 hours per week	Unbenefited	None

