

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

CITY COUNTERPROPOSAL – LEAVES

City Proposed Language:


ARTICLE 8 LEAVES

8.1.3 Each full-time employee who is required to work on any City holiday specified in section 8.1.1 shall receive the salary they would be entitled to for that day at their regular rate of pay, and in addition shall receive compensatory time off equal to 1.5 the number of hours which the employee works on said holiday.

8.1.3.1 Said compensatory time off duty shall be credited to such employee in accordance with Section 10.4 of this Agreement; provided, however, that upon written request by the employee to the Department Director, or designee, within not more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in addition to their regular pay for such holiday and in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

**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:

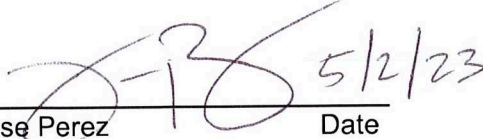


Date 4/26/23
Burke Dunphy
Lead Negotiator
City of San José

FOR THE UNION:



Date 05/02/23
Liz Kamya
Business Agent
IFPTE, Local 21



Date 5/2/23
Jesse Perez
President
AMSP, IFPTE, Local 21