

RESOLUTION NO. 75419

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE
APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN
JOSE AND THE ASSOCIATION OF LEGAL PROFESSIONALS
OF SAN JOSE (ALP), WITH A TERM OF JULY 1, 2010 TO JUNE
30, 2011

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

1. That the Agreement between the City of San José and the Association of Legal Professionals of San Jose (ALP), with a term of July 1, 2010 to June 30, 2011, attached hereto as Attachment A and incorporated in this Resolution, is hereby approved.

ADOPTED this 15th day of June, 2010, by the following vote:

AYES: CAMPOS, CHIRCO, CHU, CONSTANT, HERRERA,
KALRA, LICCARDO, NGUYEN, OLIVERIO, PYLE; REED.

NOES: NONE.

ABSENT: NONE.

DISQUALIFIED: NONE.



CHUCK REED
Mayor

ATTEST:



LEE PRICE, MMC
City Clerk

ATTACHMENT A
CITY OF SAN JOSE
AND
ASSOCIATION OF LEGAL PROFESSIONALS OF SAN JOSE (ALP)
TENTATIVE AGREEMENT

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TERM

Term: July 1, 2010 – June 30, 2011

PAY REDUCTION

Ongoing

Effective June 27, 2010, all salary ranges for employees holding positions in classifications assigned to ALP shall be decreased by approximately 4.75%. This will result in the top and bottom of the range of all classifications represented by ALP being 4.75% lower. All employees will receive a 4.75% base pay reduction.

One-Time

Effective June 27, 2010 through June 25, 2011, all employees represented by ALP will receive a 1.90% base pay reduction. This is in addition to the 4.75% base pay reduction that will be effective June 27, 2010.

HEALTH INSURANCE - COST SHARING

The City will provide health coverage for eligible full-time employees and their dependents in accordance with one of the available plans.

The City pays 90% of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays 10% of the premium for the lowest priced plan.

Effective June 27, 2010, the City shall pay eighty-five percent (85%) of the full premium cost of the lowest priced plan for employee or employee and dependent coverage, and the employee will pay fifteen percent (15%) of the premium for the lowest priced plan for employee or for employee and dependent coverage. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.

If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

* *Reimbursement/contribution is prorated for part-time employees based on hours scheduled:*

- 30 – 39 hours = 75%
- 25 – 29 hours = 62.5%
- 20 – 24 hours = 50%
- Less than 20 hours = none

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HEALTH INSURANCE - HMO PLAN DESIGN

Effective July 1, 2010, the following plan design changes shall be implemented for all HMO plans:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

HEALTH INSURANCE - DUAL COVERAGE

Health Insurance

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.

Dental Insurance

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.

HEALTH INSURANCE - HEALTH IN LIEU

The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have alternative health and/or dental insurance coverage to drop the City's insurance and receive a payment in lieu.

An employee may choose, during open enrollment or within thirty days of a qualifying event, to drop health and/or dental coverage and receive a payment in-lieu equal to one-half of the City's contribution toward health and/or dental coverage.

Effective June 27, 2010, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per payperiod:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

An employee may choose, during open enrollment or within thirty days of a qualifying event, to drop health and/or dental coverage and receive a payment-in-lieu. To qualify, the employee must prove acceptable alternate group coverage and work 35+ hours/week.

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DISABILITY LEAVE SUPPLEMENT

If required to be absent from work due to a work related illness or injury, employees may receive a supplement which, when added to the Workers' Compensation Temporary Disability, equals 85% of the employees' base salary, up to a maximum of six (6) months (1,040 hours if used intermittently).

Part-time and temporary employees are not eligible for this benefit.

MANDATORY UNPAID FURLOUGH DAYS

During Fiscal Year 2010-2011 (July 1, 2010 – June 30, 2011), all employees represented by ALP shall take twelve (12) mandatory unpaid furlough days. Employees shall be required to take a minimum of one (1) mandatory unpaid furlough day per month until all twelve (12) mandatory unpaid furlough days have been taken. Employees may select the unpaid mandatory furlough days, however, the City Attorney or Designee will have final approval over the unpaid mandatory furlough days prior to the employee taking mandatory unpaid furlough days.

The annual compensation, sick leave accruals, vacation accruals and seniority will be reduced in correlation with the reduced work hours for all employees represented by ALP. This means that, employees will earn less wages, sick leave, vacation and City Seniority (Civil Service only) during Fiscal Year 2010-2011.

Retirement contributions are paid by employees and the City at the established rates as a percentage of base salary. During the term of this agreement, both the City and the employees represented by ALP will continue to make contributions to the Retirement System for all paid hours and all regular hours that employees represented by ALP would have worked, but did not as a result of the mandatory unpaid furlough days, which equates to ninety-six (96) hours for Fiscal Year 2010-2011.

USE OF CONCESSIONS TO SAVE POSITIONS

Savings achieved from the terms of this agreement, shall be used to restore three (3) filled positions represented by ALP that are proposed to be eliminated as part of the Fiscal Year 2010-2011 Proposed Budget. In the event that ALP reopens this Agreement to the extent permitted by the Reopener provision, this Use of Concessions to Save Positions provision shall be null and void, and the City shall have no obligation to restore three (3) filled positions as described in this paragraph.

REOPENER

In the event that the City and AEA, AMSP, CAMP, OE#3, or IBEW reach a settlement or the City Council approves implementation of terms that achieves less than a 10% reduction in total compensation reduction for Fiscal Year 2010-2011, ALP may provide a written request to reopen the terms of this Agreement within ten (10) calendar days of the City Council approving such an agreement or implementation of terms with AEA, AMSP, CAMP, OE#3 or IBEW. This

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provision shall also apply if the City Council approves terms for Unit 99 that achieves less than a 10% reduction in total compensation for Fiscal Year 2010-2011. Upon the City's receipt of ALP's written request to reopen negotiations and the existence of the facts described in this paragraph, the City and ALP shall meet and confer over matters within the scope of representation. The City and ALP agree that if ALP requests to reopen this Agreement, the City shall have no obligation to restore three (3) filled positions represented by ALP that are proposed to be eliminated as part of the Fiscal Year 2010-2011 Proposed Budget.

COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed that the first meeting of the parties will be held in January 2011, after the City or ALP receives a written notice from the other requesting the commencement of negotiations.

Employees represented by ALP shall receive the benefits received by Unit 99 as of June 15, 2010 (including the Professional Development Program), unless modified herein, or unless and until the City provides reasonable advance notice of any changes to any benefits within the scope of bargaining.

Although the ALP bargaining unit has agreed to and ratified this Tentative Agreement, the City and ALP acknowledge that this Tentative Agreement shall not be a final and binding Agreement until it has been presented to and approved by the City Council.

If approved by the City Council, the terms and conditions contained in this Tentative Agreement represent the full, complete, and entire understanding of the parties about matters within the scope of representation. Any terms and conditions or matter within the scope of representations not included in this document shall not be included in this tentative agreement.

FOR THE CITY:

FOR THE UNION:

Aracely Rodriguez
Aracely Rodríguez
Senior Executive Analyst

6/15/10
Date

William Clark
William Clark
ALP President

6/15/10
Date

Dan Tong
Dan Tong
Chief of Staff

6/15/10
Date

Brian Doyle
Brian Doyle
ALP Representative

6/15/10
Date

Heather Ruiz
Heather Ruiz
Deputy Director

6/15/10
Date