

ASSOCIATION OF LEGAL PROFESSIONALS (ALP)
PACKAGE PROPOSAL

PROPOSED MEMORANDUM OF AGREEMENT:
JULY 19, 2012 SUPPLEMENT

The July 10, 2012 Memorandum of Agreement (MOA) proposal by the Association of Legal Professionals (ALP) specified that the following sections would be forthcoming:

- 12. Wage Restoration and Retroactivity;
- 15. Layoff;
- 49. Jury Service; and
- 50. Civic Duty (Witness Leave)

These sections are attached hereto and are included with ALP's July 10, 2012 MOA proposal as if fully set forth therein.

This proposed Memorandum of Agreement is submitted in an attempt to reach a settlement. In the event the proposed Memorandum of Agreement is not accepted, the Association of Legal Professionals reserves the right to modify, amend, add, and/or delete proposals.

12. WAGE RESTORATION

A. Cost of Living Adjustment ("COLA")

The Association members have not received a COLA since fiscal year 2007-2008. During this period of time, the cost of living in San Jose in the years 2009 through 2011 has increased 4.7% (based on the Bureau of Labor Statistics Consumer Price Index for the San Francisco-Oakland-San Jose area as reported by the Association of Bay Area Governments). The cost of living in San Jose for this year through June, 2012 has increased .6%. Accordingly, Association members shall receive the following COLAs:

1. **FY 2012-2013**: COLA of 2.5% for fiscal year 2012-2013, effective as of and retroactive to July 1, 2012.
2. **FY 2013-2014**: COLA of 2.5% for fiscal year 2013-2014, effective July 1, 2013.
3. **FY 2014-2015 – Term**: After fiscal year 2013-2014 and for each fiscal year for the remaining term of this Agreement, Association members will receive a COLA adjustment (up or down) in an amount equal to the increase or decrease in the Bureau of Labor Statistics Consumer Price Index for the San Francisco-Oakland-San Jose area for the immediately preceding fiscal year. COLAs will become effective July 1 of each fiscal year.
4. **Other Bargaining Units**: Notwithstanding anything to the contrary in this Section 12, if during the term of this Agreement the City agrees to give any other City bargaining unit a COLA higher than a COLA set forth in this Section, then the Association members shall be entitled to the higher COLA.
5. **Salary Range Adjustment**: The City will adjust the salary ranges of the Classifications as necessary to implement this Section.

B. Elimination of Duplicative Wage Reduction

In fiscal years 2010-2011 and 2011-2012, the City faced significant budget shortfalls that the City Council represented were fueled in large part by rising retirement costs, including a significant unfunded liability. In response, the Association members *voluntarily* agreed to significant compensation reductions approximating 13%, including both salary and benefits. The compensation reductions included salary decreases totaling approximately 10%. After the Association voluntarily agreed to the compensation reductions, the City

formulated Measure B to address the City's unfunded pension liability and voted to place it on the ballot, which was passed by the voters.

1. **Wages:** If any part of Measure B becomes effective, then on such effective date the City shall restore 5% of the salary reduction of Association members who were subject to such reduction, and effective on July 1 of the following fiscal year restore the remaining 5%.
2. **Salary Range Adjustment:** The City will adjust the salary ranges of the Classifications as necessary to implement this Section.

15. Layoff

- A. **Elimination of Services:** The City shall not layoff any Association member during the term of this Agreement unless the services provided by the Association member(s) being laid off, or an equivalent amount of services, are eliminated from the Office of the City Attorney.
- B. **Order of Layoffs:** When one (1) or more Association members are to be laid off, the order of layoff shall be as follows:
1. **Probationary Employees:** Probationary employees in the order to be determined by the City Attorney.
 2. **Permanent Employees:** Permanent employees as follows:
 - The City Attorney has the discretion to decide the number of attorneys that will be laid off within each of the following two groups of attorneys: transactional attorneys or litigation attorneys, which includes workers compensation attorneys.
 - Once the City Attorney has determined the number of attorneys that will be laid off within each of the two groups of attorneys, the lay offs within each such group shall be on the basis of reverse seniority.
- C. **Transfers:** Permanent employees shall be given every opportunity for transfer to other departments or other positions within any of the groups in the Office of the City Attorney when layoff is pending.
- D. **Notice:** Employees subject to the provisions of this Section shall be given at least thirty (30) calendar days notice in writing before the effective date of layoff. The Association shall receive concurrent notice, and upon written request within seven (7) calendar days after the notice is given shall be afforded an opportunity to meet with the appropriate City Attorney to discuss the circumstances necessitating the layoff and any proposed alternatives to such layoff.

- F. **Reinstatement:** The layoff reinstatement provisions in Sections 3.04.1210 and 3.04.1220 of the San Jose Municipal Code shall apply to permanent employees who have been laid off.

49. **Jury Service:** Each Association member who is required to take time off from work to serve as a juror in any Court of this State, or of the United States of America, shall receive his/her regular compensation less all jury fees received, excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor.

50. **Civic Duty (Witness Leave)**: Each Association member who is required, under subpoena, to take time off work 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 compensation during the less all witness fees received, excluding mileage. . Upon service of a subpoena, an employee shall immediately notify his/her immediate supervisor.