

SENT VIA EMAIL

September 6, 2017

Dan Rodriguez
Business Manager
International Brotherhood of Electrical Workers Local No. 332 (IBEW)
2125 Canoas Garden Avenue, Suite 100
San Jose, CA 95125

Frank Crusco
Chief Steward
International Brotherhood of Electrical Workers Local No. 332 (IBEW)
c/o Central Service Yard
1661 Senter Road, Bldg A, 2nd Floor
San Jose, CA 95112

Re: City of San Jose IBEW Negotiations – City Package Proposal F

Dear Dan and Frank:

As you know, the City and IBEW are currently in the process of negotiations over a successor Memorandum of Agreement (MOA). As you may be aware, we have met twenty-two (22) times since May 2017 and we believe we have made significant progress over the course of those meetings; however, there appears to be still one outstanding issue related to the calculation of overtime eligibility.

In an effort to address IBEW's significant interest in revising the requirements for overtime eligibility to include paid leave, we have discussed the possibility of a two-year agreement in which paid leave, excluding sick leave, would count towards the calculation of eligibility for overtime. This change would be effective the first full pay period after approval by City Council and ratification by IBEW's membership. In addition, this proposal would maintain the Fiscal Year 2017-2018 salary ranges for Fiscal Year 2018-2019. However, the City remains amenable to a one-year deal for Fiscal Year 2017-2018 which does not include any changes to the calculation of eligibility for overtime. Both options include a 3% general wage increase for Fiscal Year 2017-2018 effective after approval by City Council and ratification by IBEW's membership. It is important to note that the one-year option is similar to our agreements with other Federated bargaining units for Fiscal Year 2017-2018. With the one-year option, the City and IBEW would engage in negotiations for a successor agreement for Fiscal Year 2018-2019 beginning as early as January 2018, and IBEW would be free to propose changes to the calculation for eligibility of overtime at that time.

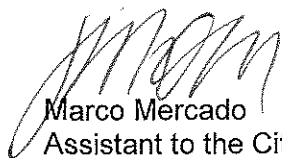
Attached are the City's Package Proposal F for both a one-year (Option A) and a two-year term (Option B).

- **City Package Proposal F – Option A** is the City's one-year package proposal which includes a 3% General Wage Increase for Fiscal Year 2017-2018 effective after approval by City Council and ratification by IBEW's membership. As provided above, this option does not include any changes to the calculation of eligibility for overtime. If IBEW selects this option, we will be back at the negotiation table as early as January 2018, to discuss a successor MOA for Fiscal Year 2018-2019, at which time we can engage in further discussions related to the calculation of overtime.
- **City Package Proposal F – Option B** is the City's two-year package proposal which includes (1) a 3% General Wage Increase for Fiscal Year 2017-2018 effective after approval by City Council and ratification by IBEW's membership, and (2) changes to the calculation of eligibility for overtime to include paid leave, excluding sick leave, towards the calculation of overtime eligibility effective after approval by City Council and ratification by IBEW's membership and maintaining the Fiscal Year 2017-2018 salary ranges for Fiscal Year 2018-2019.

As we have previously discussed, the City requests that you present both proposals to your membership and hold a ratification vote to determine which package proposal your members would support and ratify. We are available to assist IBEW in scheduling meeting locations and sending out communications to your members, in addition to providing any release time needed.

Thank you for all of your hard work on this matter. Please feel free to contact us if you have any questions.

Sincerely,



Marco Mercado
Assistant to the City Manager
Office of Employee Relations



Elsa Cordova
Senior Executive Analyst
Office of Employee Relations

c: Norberto Dueñas, City Manager
Jennifer Schembri, Director of Employee Relations
Sal Ventura, Business Representative, IBEW
IBEW Negotiation Team
City Negotiation Team

Enclosures

**2017 IBEW NEGOTIATIONS
PACKAGE PROPOAL F – Option A**

TERM

- July 1, 2017 – June 30, 2018

WAGES

- 3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period after approval by City Council and ratification by IBEW, all salary ranges for employees holding positions in classifications assigned to the IBEW shall be increased by approximately 3%.

PREMIUM PAY

- Shift Differential- See Attached

RETIREMENT

- Administrative Costs (As Proposed June 12, 2017)

PAY FOR PERFORMANCE

- Pay for Performance (As Proposed May 17, 2017)

REST PERIODS

- Rest Periods (As Proposed July 26, 2017)

OVERTIME

- Overtime Volunteers – See Attached

HOUSEKEEPING

- Housekeeping (As Proposed May 17, 2017)

SIDE LETTER AGREEMENTS

- Unclassified Temporary Electricians Agreement
- Dues and Agency Fee Deductions for Rehired Retirees
- Certification Requirements

RE-OPENERS AND TENTATIVE AGREEMENTS

- City Medical Benefits Reopener
- Union Release Time- See Attached Tentative Agreement
- Layoff- See Attached Tentative Agreement

** 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 – SHIFT DIFFERENTIAL

City Proposed Language:

5.3 Shift Differential

- 5.3.1 Employees regularly assigned to work a swing shift, as defined herein, shall be paid a shift differential of ~~one dollar and fifty-five cents (\$1.55)~~ one dollar and seventy-five cents (\$1.75) an hour for each hour, to the nearest fifteen minutes, actually worked. Employees regularly assigned to work a graveyard shift, as defined herein, shall be paid a shift differential of ~~one dollar and seventy-five cents (\$1.75)~~ two dollars (\$2.00) an hour for each hour, to the nearest fifteen minutes, actually worked. For purposes of this section "regularly assigned" shall be defined as any regularly scheduled shift worked in excess of one shift during a pay period.
- 5.3.2 A swing shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 2:00 p.m. and 11:59 p.m.
- 5.3.3 A graveyard shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 12 Midnight and 5:59 a.m.
- 5.3.4 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.
- 5.3.5 Employees shall continue to be paid such shift differential while on vacation, compensatory time and/or personal leave of forty (40) consecutive hours or longer as though such person had continued to work his/her regularly assigned swing or graveyard shift during the period of vacation. City observed holiday hours may be credited towards meeting the 40 consecutive hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

CITY PROPOSAL – RETIREMENT

City's Proposed Language:

ARTICLE 24 RETIREMENT

24.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.

24.1.1 Administrative cost of the Federated Retirement System, including staff salaries and indirect labor costs, are to be paid from the retirement fund. Costs to the fund for staff salaries and indirect labor costs shall not exceed ~~0.10%~~0.17% of assets in the fund per year.

In the event the administrative costs of the Federated Retirement System exceed the administrative cost limit as listed above, representatives from the Office of Employee Relations, IBEW and the Office of Retirement Services will meet to discuss the increase in administrative costs.

CITY PROPOSAL – PAY FOR PERFORMANCE

City Proposed Language:

ARTICLE 5 WAGES AND PREMIUM PAY

5.19 Annual Performance Appraisals: Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

CITY COUNTERPROPOSAL – REST PERIODS

City Proposed Language:

5.8.3 To the extent possible, when an employee has worked in excess of eighteen (18) cumulative hours within a twenty-four (24) hour period, beginning from the start of their regularly scheduled shift, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.

CITY COUNTERPROPOSAL – OVERTIME VOLUNTEERS

City Proposed Language:

6.6 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, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.

6.6.2 For overtime work, volunteers will be asked for first, whenever possible.

CITY PROPOSAL – HOUSEKEEPING

City's Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.10 Jury Duty

Each full time or part-time employee who is eligible for benefits that 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 their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

5.6 Health Insurance Coverage

5.6.3 A \$25 Co-pay plan shall be implemented for all HMO plans, including the following:

- a. Office Visit Co-pay shall be \$25
- b. Prescription Co-pay shall be \$10 for generic and \$25 \$30 for brand name
- c. Emergency Room Co-pay shall be \$100
- d. Inpatient/Outpatient procedure Co-pay shall be \$100

ARTICLE 29 ALTERNATIVE WORK SCHEDULE

29.1 ~~The City and the Union agree that the availability of Alternative Work Schedules is a valuable benefit to employees in that it promotes job satisfaction, and is of benefit to the City in that it reduces traffic congestion and demands on limited parking facilities. The use of alternate schedules is encouraged, where it can be accommodated without impairing Departmental operations or public service. Employees may be eligible for an Alternative Work Schedule, subject to the provisions and conditions in the City of San Jose Alternative Work Schedules Policy. Neither the failure of the Department to enter into an alternative schedule agreement, nor the termination by the Department of any such agreement, shall be subject to the Grievance Procedure provided in Article 12.~~

29.2 ~~As an alternative to the normal work schedule assigned by the Department in accordance with Article 6.3, and subject to the concurrence and approval of respective Department Directors and the City Manager, a regular full-time employee may elect to work an alternative work schedule. The following conditions and restrictions apply to all employees electing an alternative schedule.~~

29.2.1 ~~An employee may elect to establish a biweekly work schedule which varies from the normal schedule in the number of hours worked per day and in the number of days worked per week, except that no single workday may exceed ten (10) hours and total scheduled biweekly hours are not to exceed eighty (80) hours. Unless otherwise specified in this Memorandum of Agreement, alternate schedules shall not include paid lunch periods. The employee may elect a different schedule for each calendar week within a biweekly period. Examples of schedules that may be elected include:~~

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS

- ~~• Four 10-hour days each week (4/10's)~~
- ~~• Four 9-hour days and one 4-hour day each week (9/80's)~~
- ~~• Eight 9-hour days, one 8-hour day, and one day off each pay period~~

~~29.2.2 No alternate work schedule may be established in which overtime is incurred as a part of the established work schedule either under this agreement or under Federal or State law.~~

~~29.2.3 The alternate schedule is designed to accommodate the needs of the employee and the work unit. Once elected and approved, it is intended to continue for an indefinite period. However, should the needs of the employee or work unit dictate, the alternate schedule may be terminated with reasonable notice.~~

~~29.2.4 It is further understood that any alternate schedule agreement entered into pursuant to the provisions herein, shall terminate immediately upon the date of the transfer, promotion, or demotion of the employee.~~

~~29.2.5 For a schedule of four 10-hour days, the three (3) consecutive days off may be waived by mutual agreement.~~

~~29.3 Holidays and Other Paid Leave for Alternate Schedules~~

~~The following provisions for holiday and other paid leave shall apply to employees on an alternate work schedule.~~

~~29.3.1 If an employee takes paid leave (e.g., holiday, sick leave, vacation, compensatory time off, jury duty, bereavement leave, personal leave, etc.) on a scheduled work day, he/she shall be entitled to pay for the number of hours he/she was scheduled to work that day.~~

~~29.3.2 If a holiday is observed on an employee's day off, he/she shall be credited with eight (8) hours compensatory time off at the 1.0 rate for a full day holiday. The exception to this policy is stated in section 28.4 29.4, below.~~

~~29.3.3 If an employee on an alternate schedule works on a holiday, the employee shall receive eight (8) hours of compensatory time at the 1.0 rate for a full day holiday and in addition shall receive pay or compensatory time off at the 1.5 rate for the number of hours actually worked.~~

~~29.4 For employees who were placed on an alternate work schedule prior to November 1, 1993, if any of said holidays falls on a full-time employee's regular day off, during which he/she is not required to work, such employee shall be entitled to compensatory time off duty equal to the number of regularly scheduled hours which the employee works during his or her assigned work day.~~

~~29.5 Any employee who begins an alternative work schedule after November 1, 1993, will be compensated for holidays according to the provisions of Article 28.3.~~

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSÉ

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332
(IBEW)

Unclassified Temporary Electrician Agreement

The City and IBEW agree to continue discussions related to the Unclassified Temporary Electrician Agreement.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Marco Mercado Date
Assistant to the City Manager, OER

Sal Ventura Date
Business Representative, IBEW

Elsa Cordova Date
Senior Executive Analyst, OER

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332
(IBEW)

Dues and Agency Fee Deductions for Rehired Retirees

The City and IBEW agree to continue discussions related to the deductions of the appropriate fees or the approved deduction for working dues for retirees who temporarily return to work, and who perform the scope of an IBEW worker.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Marco Mercado Date
Assistant to the City Manager, OER

Sal Ventura Date
Business Representative, IBEW

Elsa Cordova Date
Senior Executive Analyst, OER

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332
(IBEW)

Certification Requirements

The City and IBEW agree to continue discussions related to certification requirements for certain classifications in the Electrician series.

The City and IBEW agree to meet no later than two (2) weeks after ratification and approval by City Council of the overall IBEW Tentative Agreement, with a goal to reach a resolution by November 30, 2017.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA and when signed by all parties below and approved by the City Council. This Agreement should not be construed as an agreement by the parties to change anything related to the current classification structures, job duties, and/or required certifications for Electricians. This Agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Marco Mercado Date
Assistant to the City Manager, OER

Sal Ventura Date
Business Representative, IBEW

Elsa Cordova Date
Senior Executive Analyst, OER

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332
(IBEW)

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW), the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 5.6 and 5.7 of the IBEW MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or IBEW may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or IBEW receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Millias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:



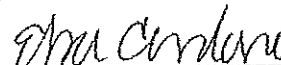
Marco Mercado
Assistant to the City Manager, OER

5/18/17
Date



Sal Ventura
Business Representative, IBEW

5/18/17
Date



Elsa Cordova
Senior Executive Analyst, OER

5/18/17
Date

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL – UNION RELEASE TIME

City's Proposed Language:

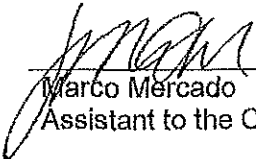
ARTICLE 35 UNION RELEASE TIME

35.1 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their regular work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.


**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 the City Council.*

FOR THE CITY:

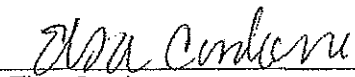
FOR THE EMPLOYEE ORGANIZATION:



Marco Mercado 5/18/18 Date
Assistant to the City Manager, OER



Sal Ventura 5/18/17 Date
Business Representative, IBEW



Elsa Cordova 5/18/17 Date
Senior Executive Analyst, OER

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL – LAYOFF

City Proposed Language:

14.1 Order of Layoff. When one or more employees in the same class in a City department are to be laid off for lack of work, purposes of economy, curtailment of positions or other reason, the order of layoff shall be as follows:

14.1.1 Provisional employees in the order to be determined by the appointing authority.

14.1.2 Probationary employees in the order to be determined by the appointing authority.

14.1.3 Permanent employees in inverse order of seniority within the classification being reduced, or in a higher class.

14.1.3.1 The City will notify the Union within three (3) working days when a new or updated seniority list for each and every classification pertaining to any employee(s) represented by the Union has been posted or updated. The determination of seniority based on Sections 14.1.3.2 and 14.1.3.3, if applicable, shall be made prior to the publication of a seniority list.

14.1.3.2 If two or more permanent employees have the same class seniority, then ranking is based on Citywide seniority.

14.1.3.3 If two (2) or more permanent employees have the same class and the same Citywide seniority, then ranking is based on the scores on the eligible list that was used for the original hiring in the classification or the quantitative examination scores used for the original hiring in the classification. In the absence of eligible list scores or quantitative examination scores used in the original hiring, ranking on the seniority list shall be determined as follows:

(a) The sum total of the last four (4) digits of the employee's social security number will determine seniority, with the lowest sum total being the least senior and the highest sum total being the most senior on the established list.

(b) In the event that the sum total of the last four (4) digits of the employee's social security number should result in a tie, a random draw shall be conducted consisting only of the employees with the sum total tie. The first drawn name will be the least senior and the last name drawn will be the most senior on the established list.


**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

14.1.4 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

**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 the City Council.*

FOR THE CITY:

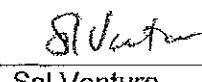
FOR THE EMPLOYEE ORGANIZATION:



Marco Mercado
Assistant to the City Manager, OER

5/24/17

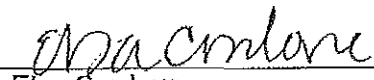
Date



Sal Ventura
Business Representative, IBEW

5/24/17

Date



Elsa Cordova
Senior Executive Analyst, OER

5/24/17

Date

**2017 IBEW NEGOTIATIONS
PACKAGE PROPOAL F - Option B**

TERM

- July 1, 2017 – June 30, 2019

WAGES

- 3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period after approval by City Council and ratification by IBEW, all salary ranges for employees holding positions in classifications assigned to the IBEW shall be increased by approximately 3%.

In consideration for changes to the calculation of overtime effective the first pay period after approval by City Council and ratification by IBEW, salary ranges in effect on July 1, 2017, will remain in effect without change through June 30, 2019.

RETIREMENT

- Administrative Costs (As Proposed June 12, 2017)

PAY FOR PERFORMANCE

- Pay for Performance (As Proposed May 17, 2017)

PERFORMANCE EVALUATION

- Performance Appraisal Language (As Proposed May 17, 2017)

REST PERIODS

- Rest Periods (As Proposed July 26, 2017)

OVERTIME

- Calculation of Overtime – See Attached
- Overtime Volunteers – See Attached

HOUSEKEEPING

- Housekeeping (As Proposed May 17, 2017)

SIDE LETTER AGREEMENTS

- Unclassified Temporary Electricians Agreement
- Certification Requirements

RE-OPENERS AND TENTATIVE AGREEMENTS

- City Medical Benefits Reopener
- Union Release Time- See Attached Tentative Agreement
- Layoff- See Attached Tentative Agreement

** 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 – RETIREMENT

City's Proposed Language:

ARTICLE 24 RETIREMENT

24.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.

24.1.1 Administrative cost of the Federated Retirement System, including staff salaries and indirect labor costs, are to be paid from the retirement fund. Costs to the fund for staff salaries and indirect labor costs shall not exceed ~~0.40%~~0.17% of assets in the fund per year.

In the event the administrative costs of the Federated Retirement System exceed the administrative cost limit as listed above, representatives from the Office of Employee Relations, IBEW and the Office of Retirement Services will meet to discuss the increase in administrative costs.

CITY PROPOSAL – PAY FOR PERFORMANCE

City Proposed Language:

ARTICLE 5 WAGES AND PREMIUM PAY

5.19 Annual Performance Appraisals: Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

CITY PROPOSAL – PERFORMANCE APPRAISAL

City Proposed Language:

Article 34 Annual and Special Performance Evaluations

34.1 The City of San Jose Non-Management Performance Program Policy provides guidelines for evaluating the work performance of non-management employees.

34.2 Key Element Review. If the employee formally receives an overall performance rating of meets standard on either an annual or special performance evaluation, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.

34.2.1 All employees represented by the Union shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations.

34.3 Overall Rating Appeal. If the employee formally receives an overall performance rating that is below meets standard on either an annual or special performance evaluation, the employee may appeal the rating. Such appeal shall be made to the Department Director or designee within thirty (30) calendar days from the date the employee receives the final performance appraisal. The Director or designee shall look into the appeal request and provide a written response to the employee within thirty (30) calendar days of receipt of appeal or meeting, if one is held. If the employee is dissatisfied with the decision of the Director or designee, the employee may, within thirty (30) calendar days from the Director's or designee's response, request a hearing with the City Manager or designee. Such request shall be in writing and shall include the reason(s) the employee is not satisfied with the decisions previously rendered.

34.4 The City Manager, or designee, shall hold a hearing within a reasonable time, and within twenty (20) calendar days of the hearing shall inform the employee of the decision. The decision of the City Manager, or designee, shall be final. This will be the only appeal process applicable to review a performance appraisal. The employee shall have the right to Union representation at the hearing with the Department Director, City Manager or designees.

34.5 If the employee formally receives an overall performance rating that is at or above "meets standard" on either an annual or special performance evaluation and is not satisfied with the appraisal, the employee may write a rebuttal within thirty (30) calendar days from the date the employee receives the final performance appraisal. The rebuttal, along with the performance appraisal, will be included in the employee's personnel file. The rebuttal may be in response to the entire appraisal or any particular section(s).

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS

34.6 If the employee indicates to their supervisor of the employee's intent to appeal or rebut the evaluation, the employee may request and receive a copy of the evaluation.

CITY COUNTERPROPOSAL – REST PERIODS

City Proposed Language:

5.8.3 To the extent possible, when an employee has worked in excess of eighteen (18) cumulative hours within a twenty-four (24) hour period, beginning from the start of their regularly scheduled shift, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.

CITY PROPOSAL – CALCULATION OF OVERTIME

City's Proposed Language:

ARTICLE 6 HOURS WORKED AND OVERTIME

- 6.6 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. Effective the first pay period after approval by City Council and ratification by IBEW, with the exception of holiday sick leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

CITY COUNTERPROPOSAL – OVERTIME VOLUNTEERS

City Proposed Language:

6.6 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, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.

6.6.2 For overtime work, volunteers will be asked for first, whenever possible.

CITY PROPOSAL – HOUSEKEEPING

City's Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.10 Jury Duty

Each full time or part-time employee who is eligible for benefits that 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 their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

5.6 Health Insurance Coverage

5.6.3 A \$25 Co-pay plan shall be implemented for all HMO plans, including the following:

- a. Office Visit Co-pay shall be \$25
- b. Prescription Co-pay shall be \$10 for generic and \$25 \$30 for brand name
- c. Emergency Room Co-pay shall be \$100
- d. Inpatient/Outpatient procedure Co-pay shall be \$100

ARTICLE 29 ALTERNATIVE WORK SCHEDULE

~~29.1 The City and the Union agree that the availability of Alternative Work Schedules is a valuable benefit to employees in that it promotes job satisfaction, and is of benefit to the City in that it reduces traffic congestion and demands on limited parking facilities. The use of alternate schedules is encouraged, where it can be accommodated without impairing Departmental operations or public service. Employees may be eligible for an Alternative Work Schedule, subject to the provisions and conditions in the City of San Jose Alternative Work Schedules Policy. Neither the failure of the Department to enter into an alternative schedule agreement, nor the termination by the Department of any such agreement, shall be subject to the Grievance Procedure provided in Article 12.~~

~~29.2 As an alternative to the normal work schedule assigned by the Department in accordance with Article 6.3, and subject to the concurrence and approval of respective Department Directors and the City Manager, a regular full-time employee may elect to work an alternative work schedule. The following conditions and restrictions apply to all employees electing an alternative schedule.~~

~~29.2.1 An employee may elect to establish a biweekly work schedule which varies from the normal schedule in the number of hours worked per day and in the number of days worked per week, except that no single workday may exceed ten (10) hours and total scheduled biweekly hours are not to exceed eighty (80) hours. Unless otherwise specified in this Memorandum of Agreement, alternate schedules shall not include paid lunch periods. The employee may elect a different schedule for each calendar week within a biweekly period. Examples of schedules that may be elected include:~~

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS

- ~~• Four 10-hour days each week (4/10's)~~
- ~~• Four 9-hour days and one 4-hour day each week (9/80's)~~
- ~~• Eight 9-hour days, one 8-hour day, and one day off each pay period~~

~~29.2.2 No alternate work schedule may be established in which overtime is incurred as a part of the established work schedule either under this agreement or under Federal or State law.~~

~~29.2.3 The alternate schedule is designed to accommodate the needs of the employee and the work unit. Once elected and approved, it is intended to continue for an indefinite period. However, should the needs of the employee or work unit dictate, the alternate schedule may be terminated with reasonable notice.~~

~~29.2.4 It is further understood that any alternate schedule agreement entered into pursuant to the provisions herein, shall terminate immediately upon the date of the transfer, promotion, or demotion of the employee.~~

~~29.2.5 For a schedule of four 10-hour days, the three (3) consecutive days off may be waived by mutual agreement.~~

~~29.3 Holidays and Other Paid Leave for Alternate Schedules~~

~~The following provisions for holiday and other paid leave shall apply to employees on an alternate work schedule.~~

~~29.3.1 If an employee takes paid leave (e.g., holiday, sick leave, vacation, compensatory time off, jury duty, bereavement leave, personal leave, etc.) on a scheduled work day, he/she shall be entitled to pay for the number of hours he/she was scheduled to work that day.~~

~~29.3.2 If a holiday is observed on an employee's day off, he/she shall be credited with eight (8) hours compensatory time off at the 1.0 rate for a full day holiday. The exception to this policy is stated in section 28.4 29.4, below.~~

~~29.3.3 If an employee on an alternate schedule works on a holiday, the employee shall receive eight (8) hours of compensatory time at the 1.0 rate for a full day holiday and in addition shall receive pay or compensatory time off at the 1.5 rate for the number of hours actually worked.~~

~~29.4 For employees who were placed on an alternate work schedule prior to November 1, 1993, if any of said holidays falls on a full-time employee's regular day off, during which he/she is not required to work, such employee shall be entitled to compensatory time off duty equal to the number of regularly scheduled hours which the employee works during his or her assigned work day.~~

~~29.5 Any employee who begins an alternative work schedule after November 1, 1993, will be compensated for holidays according to the provisions of Article 28.3.~~

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332
(IBEW)

Unclassified Temporary Electrician Agreement

The City and IBEW agree to continue discussions related to the Unclassified Temporary Electrician Agreement.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Marco Mercado Date
Assistant to the City Manager, OER

Sal Ventura Date
Business Representative, IBEW

Elsa Cordova Date
Senior Executive Analyst, OER

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332
(IBEW)

Certification Requirements

The City and IBEW agree to continue discussions related to certification requirements for certain classifications in the Electrician series.

The City and IBEW agree to meet no later than two (2) weeks after ratification and approval by City Council of the overall IBEW Tentative Agreement, with a goal to reach a resolution by November 30, 2017.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA and when signed by all parties below and approved by the City Council. This Agreement should not be construed as an agreement by the parties to change anything related to the current classification structures, job duties, and/or required certifications for Electricians. This Agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Marco Mercado Date
Assistant to the City Manager, OER

Sal Ventura Date
Business Representative, IBEW

Elsa Cordova Date
Senior Executive Analyst, OER

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332
(IBEW)

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW), the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 5.6 and 5.7 of the IBEW MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or IBEW may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or IBEW receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Millias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.


FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:



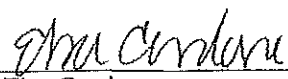
Marco Mercado
Assistant to the City Manager, OER

5/18/17
Date



Sal Ventura
Business Representative, IBEW

5/18/17
Date



Elsa Cordova
Senior Executive Analyst, OER

5/18/17
Date

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL – UNION RELEASE TIME

City's Proposed Language:

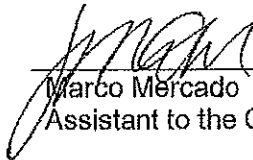
ARTICLE 35 UNION RELEASE TIME

35.1 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their regular work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.


**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 the City Council.*

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:



Marco Mercado 5/18/18
Assistant to the City Manager, OER Date



Sal Ventura 5/18/17
Business Representative, IBEW Date



Elsa Cordova 5/18/17
Senior Executive Analyst, OER Date

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL – LAYOFF

City Proposed Language:

14.1 Order of Layoff. When one or more employees in the same class in a City department are to be laid off for lack of work, purposes of economy, curtailment of positions or other reason, the order of layoff shall be as follows:

14.1.1 Provisional employees in the order to be determined by the appointing authority.

14.1.2 Probationary employees in the order to be determined by the appointing authority.

14.1.3 Permanent employees in inverse order of seniority within the classification being reduced, or in a higher class.

14.1.3.1 The City will notify the Union within three (3) working days when a new or updated seniority list for each and every classification pertaining to any employee(s) represented by the Union has been posted or updated. The determination of seniority based on Sections 14.1.3.2 and 14.1.3.3, if applicable, shall be made prior to the publication of a seniority list.

14.1.3.2 If two or more permanent employees have the same class seniority, then ranking is based on Citywide seniority.

14.1.3.3 If two (2) or more permanent employees have the same class and the same Citywide seniority, then ranking is based on the scores on the eligible list that was used for the original hiring in the classification or the quantitative examination scores used for the original hiring in the classification. In the absence of eligible list scores or quantitative examination scores used in the original hiring, ranking on the seniority list shall be determined as follows:

(a) The sum total of the last four (4) digits of the employee's social security number will determine seniority, with the lowest sum total being the least senior and the highest sum total being the most senior on the established list.

(b) In the event that the sum total of the last four (4) digits of the employee's social security number should result in a tie, a random draw shall be conducted consisting only of the employees with the sum total tie. The first drawn name will be the least senior and the last name drawn will be the most senior on the established list.


**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

14.1.4 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

**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 the City Council.*

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:



Marco Mercado
Assistant to the City Manager, OER

5/24/17


Date



Sal Ventura
Business Representative, IBEW

5/24/17

Date



Elsa Cordova
Senior Executive Analyst, OER

5/24/17

Date