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2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS

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:~~

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- ~~• 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.~~