

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

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**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

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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.~~



**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)

**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 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 Milias 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:

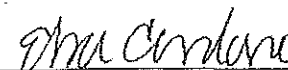
FOR THE EMPLOYEE ORGANIZATION:

  
\_\_\_\_\_  
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

5/10/17  
Date

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL – UNION RELEASE TIME**

City's Proposed Language:

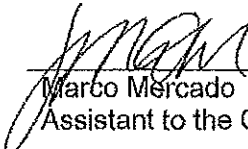
**ARTICLE 35 UNION RELEASE TIME**

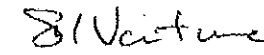
35.1 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) 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**


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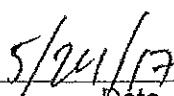
14.1.4 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

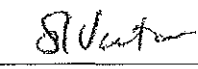
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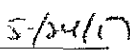
**FOR THE CITY:**


**FOR THE EMPLOYEE ORGANIZATION:**

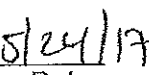
  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager, OER

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sal Ventura  
Business Representative, IBEW

  
\_\_\_\_\_  
Date

  
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Elsa Cordova  
Senior Executive Analyst, OER

  
\_\_\_\_\_  
Date