

## **SIDE LETTER AGREEMENT**

BETWEEN

CITY OF SAN JOSE  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 332

### **UNCLASSIFIED TEMPORARY ELECTRICIANS**

An unclassified temporary electrician classification shall be created. Employees in this classification will be unrepresented non-management employees and shall be subject only to the terms and conditions contained in this Agreement.


Unclassified temporary electricians shall be excluded from any and all terms of the Memorandum of Agreement between the City of San Jose and International Brotherhood of Electrical Workers, Local No. 332. Unclassified temporary electricians shall be excluded from all terms of the Agreement between the National Electrical Contractors Association - Santa Clara Valley Chapter and Local Union No. 332, IBEW, except as specifically referenced in this Agreement.

1. Unclassified Temporary electricians are temporary employees and as such shall serve as at-will employees hired to temporary positions to supplement the regular work force, and are not intended to displace regular civil service employees.
2. In the event a regular City of San Jose Civil Service electrician is laid off from City service, the City will provide those individuals with priority in assignments as unclassified temporary electricians.
3. An unclassified temporary electrician hired pursuant to this Agreement may work for the City in this classification for a period of time not to exceed two (2) years or 4,160 hours.
4. Employees in this classification will have no property rights to continued employment. In order to be hired as a regular City of San Jose civil service employee, an unclassified temporary electrician must be hired in accordance with the civil service employment process applicable to classified positions.
5. The hiring Process for this classification shall be as follows:
  - 5.1 City departments providing electrical services will contact the IBEW Local No. 32 office and define the type of skills required and the duration/number of hours expected for the project.
  - 5.2 IBEW Local No. 332 will provide a qualified Journeyman Wireman who is available to work.

- 5.3 The City shall have the right to reject any individual sent by IBEW Local No. 332 if an individual is rejected by the City, the Local No. 332 office shall then promptly provide an alternate qualified individual.
- 5.4 If the individual provided by IBEW Local No. 332 is acceptable to the City, before performing work the individual shall complete the appropriate forms in order to be appointed to the unclassified temporary electrician classification.
- 5.5 Upon the request of the City, IBEW Local No. 332 shall make a list of the names of eligible employees available for review at the Union office.
6. The hourly wage of the unclassified temporary electrician classification shall be equivalent to the current hourly rate of a Journeyman Wireman ("White" Classification) Specified in the Agreement between the National Electrical Contractors Association – Santa Clara Valley Chapter and Local Union No. 332, IBEW.
  - 6.1 Overtime compensation shall be provided in accordance with the Fair Labor Standards Act.
  - 6.2 Employees shall be paid by the City for hours worked in accordance with the City's established bi-weekly payroll procedures.
7. The City shall make contributions to the following IBEW Local Union #332 funds:
  - IBEW Health and Welfare Trust
  - IBEW Local Union #332 Pension Trust
  - National Electricians Benefits Fund
  - National Electricians Contractor's Association
  - 7.1 The City's contributions to these funds on behalf of employees in this classification shall be based upon the number of hours worked.
  - 7.2 The hourly rate for such benefits shall be the current hourly rate for such benefits applicable to Journeyman Wireman ("White" classification) specified in the Agreement between the National Electrical Contractors Association – Santa Clara Valley Chapter and Local Union No. 332, IBEW.
  - 7.3 The City shall make combined contributions to the funds specified in section 7 above. The City will forward contributions to the IBEW Local Union #332 office which shall disburse such payments into each fund.
8. The City will not collect or pay union dues or any other fees or charges related to unclassified temporary electricians not specified in this Agreement.


9. The Unclassified temporary electrician shall not be eligible to receive any City benefits, or participate in any City – sponsored benefit programs except that, in lieu of Social Security, employees in this classification shall participate in the City's PTC 457 Plan. The City will make all appropriate deductions and/or contributions required under State and/or Federal law regulation.
10. IBEW Local Union No. 332 shall provide the City of San Jose Office of Employee Relations with any amendments, changes of wage and/or benefit rates, updates, revisions or other modifications to their Agreement with the National Electrical Contractors Association – Santa Clara Valley Chapter on or before the effective date of that amendment, change of wage and/or benefit rate, update, revision or modification. The City shall implement any applicable modifications within 30 days of receipt and shall not be responsible for any retroactive adjustment.
11. A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. If an employee in this classification wishes to file a grievance, the employee shall follow the grievance procedure contained in the Personnel Administrative Manual section 15.02.5 – Grievances.
12. This Agreement will be reviewed annually upon request of either party, and may be discontinued by either party upon forty-five (45) day advance written notice.

**FOR THE CITY:**


  
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Jennifer Schembri                      Date  
Director of Employee Relations  
Director of Human Resources

6/8/2022

**FOR THE EMPLOYEE ORGANIZATION:**

  
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Long Vu                                      Date  
IBEW, Local 332

06/07/22

  
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Frank Crusco                              Date  
IBEW, Local 332

6-7-2022