

**IBEW LOCAL 332 PROPOSALS FOR SUCCESSOR MOU**

**WITH THE CITY OF SAN JOSE**

**June 30, 2021**

1. TERM: July 1, 2021 – June 30, 2024 (3 years)
2. WAGES AND SPECIAL PAY (Article 5): Base Wage Increases, fully pensionable, 3% per year, for each classification covered in the MOU, in the pay period inclusive of July 1, each calendar year.

Realignments: fully pensionable, for each classification covered in the MOU, in the pay period inclusive of July 1, each fiscal year:

Year 2021: 5%

Year 2022: 4%

Year 2023: 2%

Increase top step for Communication Installers to equal top step of Communications Technicians classification and increase Communications Installers pay to top step of Electricians II classification.

In recognition of work performed during the COVID-19 pandemic, a \$3,000 one-time non-pensionable lump sum payment shall be made to full-time employees holding positions in classifications assigned to IBEW Local 332 effective June 2-30, 2021. To receive the lump sum payment, the full-time employee must have been employed in the IBEW Local 332 represented position as of May 1, 2021 through July 30, 2021.

In recognition of work performed during the COVID-19 pandemic, a one-time non-pensionable lump sum payment shall be made to all IBEW 332 covered workers as follows:

<b>Benefit Level</b>	<b>Amount of One-Time Non-Pensionable Lump Sum Payment</b>
30.00 – 34.00 Hour Benefit Level	\$2,250
25.00 – 29.00 Hour Benefit Level	\$1,875
20.00 – 24.00 Hour Benefit Level	\$1,500
Part-Time Unbenefited Employees	\$750

To receive the one-time, non-pensionable lump sum payment, a part-time employee must have been employed in an IBEW Local 332 represented position on May 11, 2021, and still be employed in an IBEW Local 332 represented position effective June 27, 2021. In addition, a part-time unbenefited employee must have worked at least 520 hours from May 3, 2020, through May 1, 2021, and must still be employed in an IBEW Local 332 represented position effective June 27, 2021.

Work performed in traffic, with energized circuits or near hazardous gases shall entitle employees to receive pensionable hazard pay of 20% of base pay.

3% general wage increase effective June 27, 2021. Effective June 27, 2021, all salary ranges for employees holding positions in classifications assigned to IBEW Local 332 shall be increased by approximately 3%.

- Fiscal Year 2022-2023

3% general wage increase effective the first full pay period of Fiscal Year 2022-2023. Effective the first full pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to IBEW Local 332 shall be increased by approximately 3%.

- Fiscal Year 2023-2024

3% general wage increase effective the first full pay period of Fiscal Year 2023-2024. Effective the first full pay period of Fiscal Year 2023-2024, all salary ranges for employees holding positions in classifications assigned to IBEW Local 332 shall be increased by approximately 3%.

Work performed during any future health pandemic declared by the Public Health Director or Public Health Department of either the State of California or the County of Santa Clara will entitle all employees to an additional \$.1.00 per hour of work, pensionable, during the time of such declared health pandemic.

Certification Pay:

All Employees working shall receive a pensionable 5% additional differential of base hourly salary for holding certificates or licenses, per classification, as follows:

Electrician Series/Industrial Electrician Series: California State General Electrician Certification

Instrumentation Technician Series: CWEA Certification

Communication Worker Series: FCC Data Cabling and/ or Certified Fiber Optic Technician

Employee shall receive whatever shift differential applies for any works on that shift (e.g., for four hours worked between midnight and 5:59 a.m., the employee shall receive graveyard shift differential pay), and the rates per hour shall be increased to \$2.00 and \$3.25 per hour respectively for swing and nightshift differentials.

RG2 side letter shall be incorporated into the contract.

Jury Duty. Each full or part-time employee who is eligible for benefits who 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 the regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify the immediate supervisor. Eligibility for jury compensation shall be subject to the following:

Employees assigned to a day shift. In those cases in which the employee is released by the court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of their shift. For this the employee receives their regular base pay for that shift, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee.

In those cases in which the employee is not released by the court until after 1:00 p.m. the employee need not return to work. The employee receives their regular base pay for that shift, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

#### Meal Allowance

Increase to \$14.00 per meal

#### Protective Footwear

Increase to \$250 per year and add the following MOA language:

After six (6) months of purchasing the safety shoes, employees may request a voucher for a replacement pair of safety boots if the employee can demonstrate normal wear and tear of original safety shoes due to usage related to their job functions.

### 3. DUES AND AGENCY FEE DEDUCTION (Article 7)

Strike prohibited dues deduction language and add language in compliance with SB 866 (2018), SB 846 (2018) and AB 119 (2017) as needed.

### 4. VACATIONS AND PERSONAL LEAVE

Personal Leave. Each full- time employee shall be entitled to a total of twenty- four (24) hours per payroll calendar year. Such leave may be scheduled in fifteen (15) minute increments, at any time, subject to approval of the supervisor. Personal leave does not accrue. Any such leave not taken by the date of separation for employees separating during the year, or by the end of the last pay period in the calendar year for other employees shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than twenty-four (24) hours of Personal Leave in any given calendar year.

Full-time employees hired on or after July 1st shall be entitled to only twelve (12) hours of personal leave in the first payroll calendar year in which they were hired.

Effective the first pay period of payroll calendar year 2022, an employee on a reduced work week schedule will receive personal leave as indicated in the chart below, even if the actual hours worked exceed that amount.

Scheduled Work Hours per Week	Benefit Level	Hours of Personal Leave
35-39.9 hours per week	100%	24 hours
30-34.9 hours per week	75%	18 hours
25-29.9 hours per week	62.5%	15 hours
20-24.9 hours per week	50%	12 hours
Less than 20 hours per week	Unbenefited	None

Effective the first pay period of payroll calendar year 2022, an employee who is promoted or demoted into an IBEW Local 332-represented classification will have the number of Personal Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.