

**2021 IBEW NEGOTIATIONS  
PACKAGE PROPOAL A**

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**TERM**

- July 1, 2021- June 30, 2024

**WAGES**

- Fiscal Year 2021-2022

In recognition of work performed during the COVID-19 pandemic, a \$1,000 one-time, non-pensionable lump sum payment shall be made to full-time employees holding positions in classifications assigned to IBEW effective the first full pay period in Fiscal Year 2021-2022 following union ratification and City Council approval in open session. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in an IBEW represented position on May 11, 2021, and must still be employed in an IBEW represented effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session.

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

<b>Benefit Level</b>	<b>Amount of One-Time Non-Pensionable Lump Sum Payment</b>
30.00 – 34.00 Hour Benefit Level	\$750
25.00 – 29.00 Hour Benefit Level	\$625
20.00 – 24.00 Hour Benefit Level	\$500
Part-Time Unbenefited Employees	\$250

To receive the one-time, non-pensionable lump sum payment, a part-time employee must have been employed in an IBEW represented position on May 11, 2021, and must still be employed in an IBEW represented position effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session. 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 represented position effective the first full pay period in Fiscal Year 2021-2022 following union ratification and Council approval in open session.

2.5% general wage increase effective Fiscal Year 2021- 2022. 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 2.5%.

- Fiscal Year 2022-2023

2.5% general wage increase effective 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 the IBEW shall be increased by approximately 2.5%.

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- Fiscal Year 2023-2024

2.5% general wage increase effective 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 the IBEW shall be increased by approximately 2.5%.

### **SPECIAL PAYS**

- Meal Allowance – See Attached
- Education and Professional Incentives (As Proposed June 2, 2021)

### **LEAVES**

- Bereavement Leave (As Proposed June 2, 2021)

### **DISCIPLINE**

- Disciplinary Appeal Process (As Proposed June 2, 2021)

### **HOUSEKEEPING**

- Housekeeping – See Attached

### **SIDE LETTER AGREEMENTS**

- Electrician Series Issue – See Attached
- Paid Parental Leave – See Attached

*\* 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 COUNTERPROPOSAL – MEAL ALLOWANCE**

City Proposed Language:

5.15 Meal Allowance

In the event an employee is assigned to work two consecutive shifts, the City shall provide the employee with ~~\$10.00~~14.00 as a meal allowance.

**CITY PROPOSAL – HOUSEKEEPING**

City Proposed Language:

5.4 Working in a Higher Classification

5.4.1 Upon specific assignment by the Department Director, or the designated representative, an employee may be required to perform the duties of a higher classification. Such assignments shall be made only to existing authorized positions, which are not actively occupied due to the temporary absence of the regularly appointed employee.

5.4.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least ~~one~~ five percent (5%) higher than the rate received by the employee in the employee's present class, provided, however, that the employee shall not receive any compensation unless the assignment is for four (4) hours or longer. In such event, the employee shall be compensated as provided above for the entire shift. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification.

5.4.3 As an alternative to making appointments to a vacant position, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed six (6) months. The employee will be compensated in accordance with section 5.43.2. At the expiration of the period of assignment, the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status. Department Directors are encouraged to review all situations wherein employees are working in a higher class to determine if those functions are necessary to the organization and should be continued. If the functions are no longer necessary, the position should be eliminated. This shall apply to employees who are represented by the IBEW.

5.5 Supervising Temporary Electricians

Notwithstanding the eligibility requirements of Section 5.43, employees are eligible for higher class pay under the circumstances specified below:

5.5.1 When two or more temporary unclassified Electricians, pursuant to the Temporary Electrician Agreement in effect between the City of San Jose and IBEW, are working on the same project, the Department Director or designee shall designate a "lead" worker for the project.

5.5.2 In the event the Department Director or designee assigns "lead" worker duties to an Electrician over a temporary Electrician, the employee shall be eligible for higher class pay for time spent actually performing those duties at the rate in IBEW MOA July 1, 2017 – June 30, 2021 Page 4 the salary range of the higher class which is approximately one (1) salary rate (step) higher than the rate received by the employee in the employee's present class, provided, however, that the employee shall not receive any compensation unless the assignment is

## 2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS

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for four (4) hours or longer. In such event, the employee shall be compensated as provided above for the entire shift.

5.5.3 The Department Director or designee retains the right of selection and assignment of “lead” worker duties. However, temporary unclassified Electricians shall not be eligible for assignment as a “lead” worker.

### ARTICLE 32 ADVANCE NOTICE

32.1 The City may adopt, change or modify work rules. Whenever the City changes work rules or issues new work rules, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date, in order that the Union may discuss said rules with the City before they become effective if the Union so requests.

32.1.1 When a Department makes a policy change that impacts wages, hours, or terms and conditions of employment, that policy change should first be sent to the Office of Employee Relations for review prior to implementation. Once reviewed by Employee Relations, pursuant to Article ~~32~~.1, said changes should be provided to the Union for review.

**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

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

**Electrician Series**

The City and IBEW agree to meet and discuss the status of any recruitment, retention and/or staffing issues and ways to address them regarding the City's Electrician classification series in or by approximately June 2022.

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

**FOR THE CITY:**

**FOR THE EMPLOYEE ORGANIZATION:**

\_\_\_\_\_  
Cheryl Parkman Date  
Assistant to the City Manager, OER

\_\_\_\_\_  
Daniel Romero Date  
Business Representative, IBEW

\_\_\_\_\_  
Christopher Platten Date  
Attorney, IBEW

## **SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332 (IBEW)

### **City-Paid Parental Leave Pilot Program**

Effective as soon as practicable, the City of San Jose ("City") and the International Brotherhood of Electrical Worker, Local 332 (IBEW) agree to conduct a City-Paid Parental Leave Pilot Project ("Pilot Program").

The terms and conditions of the Pilot Program shall be as follows:

- Effective for births, adoptions or foster care placements that occur after the implementation of the Pilot Program, full-time employees shall be eligible for City-Paid Parental Leave for a maximum of one (1) week consisting of up to forty (40) hours of continuous paid time off for the following City-Paid Parental Leave reasons:
  - a) The birth of a child of the employee or the employee's registered domestic partner.
  - b) The placement, through adoption or foster care, of a minor child with the employee or the employee's registered domestic partner

In addition to the forty (40) hours of continuous paid time off, full-time employees shall also be eligible use up to 120 hours of their available sick leave for City-Paid Parental Leave reasons

- "Child" means a biological, adopted, or foster child who is under 18 years of age.
- An individual may be eligible for City-Paid Parental Leave on any day in which he or she is unable to perform his or her regular or customary work because of one or more City-Paid Parental Leave reasons.
- To be eligible for the City-Paid Parental Leave an employee must have passed probation and completed at least 2,080 hours of service from the most recent date of hire.
- Employees must complete a Leave of Absence Application 30 days prior to the commencement of leave where possible and submit required documentation upon request by the City. Requests for City-Paid Parental leave are subject to approval by the employee's Department Director/designee.
- City-Paid Parental Leave shall be provided once per payroll calendar year. City-Paid Parental Leave is not an accrued benefit and not subject to pay out upon termination of employment. Thus, employees are not paid out their City-Paid parental Leave when they leave the City and City-Paid Parental Leave may not be carried over beyond the end of the last day of pay period 26 for each payroll calendar year. City-Paid Parental Leave is a "use it or lose it" benefit based on the payroll calendar year. The payroll calendar year begins the first day of pay period one and ends the last day of pay period 26.
- All leave provided under this Pilot Program runs concurrently with qualifying leave under the federal Family and Medical Leave Act and California Family Rights Act.

- City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

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

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
Cheryl Parkman Date  
Assistant to the City Manager, OER

\_\_\_\_\_  
Daniel Romero Date  
Business Representative, IBEW

\_\_\_\_\_  
Christopher Platten Date  
Attorney, IBEW