

**2021 IBEW NEGOTIATIONS
PACKAGE PROPOSAL B**

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 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 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 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:

Benefit Level	Amount of One-Time Non-Pensionable Lump Sum Payment
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 still be employed in an IBEW represented position effective the first pay period in Fiscal Year 2021-2022 following union ratification and City 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.

3% 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 3%.

- Fiscal Year 2022-2023

3% general wage increase effective Fiscal Year 2022- 2023. Effective June 26, 2022, all salary ranges for employees holding positions in classifications assigned to the IBEW shall be increased by approximately 3%.

2021 IBEW NEGOTIATIONS PACKAGE PROPOAL B

- Fiscal Year 2023-2024

3% general wage increase effective Fiscal Year 2023- 2024. Effective June 25, 2023, all salary ranges for employees holding positions in classifications assigned to the IBEW shall be increased by approximately 3%.

PREMIUM PAY

- Shift Differential- City Counterproposal See Attached
- Certification Pay for Electrician Series – City Counterproposal See Attached

SPECIAL PAYS

- Meal Allowance – (As Proposed July 9, 2021)
- Protective Footwear – City Counterproposal See Attached
- Education and Professional Incentives (As Proposed June 2, 2021)
- Personal Leave – City Counterproposal See Attached

LEAVES

- Bereavement Leave (As Proposed June 2, 2021)

UNION MEMBERSHIP

- Dues Deductions – City Counterproposal See Attached
- Maintenance of Membership – City Counterproposal See Attached
- New Employee Orientation – City Counterproposal See Attached

HOUSEKEEPING

- Housekeeping - (As Proposed July 9, 2021)

SIDE LETTER AGREEMENTS

- Unclassified Temporary Electricians Agreement – See Attached
- Electrician Series – See Attached
- Paid Parental Leave- (As Proposed July 9, 2021)

** 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 – 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~~two dollars (\$~~2.001.55~~) 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~~two dollars and thirty-five cents (\$~~2.351.75~~) 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.

CITY COUNTERPROPOSAL – Electrician Certification Incentive

City Proposed Language:

5.19 Electrician Certification Pay. Employees in the Electrician I/II classification who possess a California State General Electrician certification shall be eligible for a 1% electrician certification incentive in addition to their base salary, each bi-weekly pay period. The employee must have valid California State General Electrician certification at all times to be eligible for the electrician certification incentive. The California State General Electrician certification is subject to the approval and determination of the Department Director or designee. Employees in classifications that require this certification as a minimum qualification are not eligible for the electrician certification incentive.

CITY PROPOSAL – 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 ~~\$40.00~~14.00 as a meal allowance.

CITY COUNTERPROPOSAL – PROTECTIVE FOOTWEAR

City Proposed Language:

- 5.16 Protective Footwear The City agrees to provide a voucher for the purchase of protective footwear for up to ~~\$200.00~~\$220.00 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration’s (OSHA) standards, current American National Standard for Personal Protection- Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. ~~The City will replace the employee’s safety shoes if they are damaged beyond use due to a workplace incident.~~If necessary, the City may replace the employee’s safety shoes if they are damaged beyond use due to work related usage as determined by the Department’s Safety Officer, or designee, or the City’s Safety Officer. An individual may select an approved style that is more expensive than the City maximum by paying the difference. For purposes of this section a calendar year is twelve (12) calendar months from the time an employee receives the voucher.

CITY PROPOSAL – EDUCATION AND PROFESSIONAL INCENTIVES

City Proposed Language:

5.12.1 The City will reimburse full-time each employee 100% of expenses incurred, up to \$1000 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee’s current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to \$600.00 may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee’s current position or related to or beneficial for a lateral transfer, promotion, or other career opportunity within the City service, as approved by the Department Director or designee. In no event shall tuition reimbursement received from this program plus reimbursement from other educational incentive programs exceed the total cost of registration, tuition, fees, and textbooks. City Policy Manual Section 4.3.1 outlines additional details of the program.

5.12.1.1 Part-Time Benefited Employees – Tuition Reimbursement Program. The City will reimburse each eligible part-time benefited employee 100% of expenses incurred, up to the maximum amounts per fiscal year listed below. Eligible expenses shall be limited to registration, tuition, fees and textbooks for college accredited courses which are either related to or beneficial for the employee’s current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Section 4.3.1 of the City Policy Manual outlines additional details of the program. Of the eligible amount indicated in the chart below, a prorated amount may be used for non-college accredited courses, workshops, membership dues in professional associations, professional licenses, and professional certificates as approved by the Department Director or designee. The maximum amounts for eligible benefited employees are based on the employee’s established benefit category as follows:

<u>Regularly Scheduled Hours Per Week</u>	<u>Maximum Reimbursement for Part-Time Benefited Employees</u>	<u>Maximum Reimbursement for Part-Time Benefited Employees for non-college accredited courses and others as listed above.</u>
<u>35-39.9 hours</u>	<u>\$1,000.00</u>	<u>\$600.00</u>
<u>30-34.9 hours</u>	<u>\$750.00</u>	<u>\$225.00</u>
<u>25-29.9 hours</u>	<u>\$625.00</u>	<u>\$190.00</u>
<u>20-24.9 hours</u>	<u>\$500.00</u>	<u>\$150.00</u>
<u>Less than 20 hours</u>	<u>\$0.00</u>	<u>\$0.00</u>

CITY COUNTERPROPOSAL – PERSONAL LEAVE

City Proposed Language:

17.4 **Personal Leave**

Effective the first pay period of each payroll year, each full time employee shall be entitled to a maximum of twenty-four (24) hours per payroll calendar year. Such leave may be scheduled in fifteen minute increments, at any time, subject to approval of the supervisor. Personal Leave is not accrued. Any such leave not taken by the date of termination for employees terminating 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 2446 hours of Personal Leave in any given calendar year.

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

17.4.2 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.

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

17.4.3 Effective the first pay period of payroll calendar year 2022, an employee who is promoted or demoted into an IBEW-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.

CITY PROPOSAL – BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 23 BEREAVEMENT LEAVE

23.1 Each full-time employee shall be granted Bereavement Leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee’s spouse or employee’s domestic partner. All leave must be used within ~~30~~ 14 calendar days following the death of an eligible person. Under extreme circumstances, the ~~30~~ 14-day requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal:

- a) Parent/Step-parent
- b) Spouse
- c) Child/Step-child
- d) Brother/Sister/Step-brother/Step-sister/Half-brother/Half-sister
- e) Grandparent/Step-grandparent
- f) Great grandparent/Step-great grandparent
- g) Grandchild
- h) Brother/Sister-in law/Son/Daughter-in-law

23.1.1 A domestic partner, as referenced in Section 23.1 must be the domestic partner registered with the Department of Human Resources.

23.2 Anything hereinabove to the contrary notwithstanding, no such employee shall be granted Bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

CITY COUNTERPROPOSAL – DUES DEDUCTIONS

City Proposed Language:

ARTICLE 7 DUES ~~AND AGENCY FEE~~ DEDUCTION

- 7.1 The City will deduct from the pay of each employee covered by this Memorandum of Agreement, while such employee is assigned to a classification included in a Representation Unit represented by the Union, dues uniformly required as a condition of membership, pursuant to the Union's constitution and bylaws provided that the employee has signed an appropriate Authorized Dues Deduction card. Such authorization shall be on a form approved by the Municipal Employee Relations Officer [or designee](#).
- 7.2 Payroll dues deductions shall be in the amount certified to the Municipal Employee Relations Officer from time to time by the designated officer of the Union as regular monthly dues.
- 7.3 Deductions shall be made from wages earned by the employee for the first two pay periods in each month for dues for the preceding month. The City will remit to the designated officer of the employee organization the amounts so deducted accompanied by a list of the employees for whom the deduction was made. The deductions and the list will be remitted to the Union not later than fourteen (14) days following the pay period in which the deductions were made.
- 7.4 Properly executed dues deduction cards and an alphabetical list of the additional employees authorizing the deduction shall be submitted to the Municipal Employee Relations Officer on or before the Monday of the week preceding the beginning of the pay period in which deductions are to be made.
- 7.5 If, through inadvertence or error, the City fails to make the authorized deduction, or any part thereof, the City shall assume no responsibility to correct such omission or error retroactively.
- 7.6 It is expressly understood and agreed that the Union will refund to the employee any union dues erroneously withheld from an employee's wages by the City and paid to the Union. In the event the Union fails to refund the dues erroneously withheld within a reasonable period of time following notification, the City will make such refund and deduct the amount from the amount due to the Union.
- 7.7 The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the City for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certification which shall have been furnished to the City under the above provisions.
- 7.8 [The City shall provide to the Union, a monthly printout listing bargaining unit employees by department and position, worksite location \(to the extent possible\), full-time equivalency, and employee address. The City shall also provide at no charge to the Union, a monthly printout listing employees who have experienced a change in active employment status. The Union agrees that such information will be treated in a confidential manner. Agency Fee](#)

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7.8.1 Employee Rights

~~7.8.1.1 The City and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.~~

~~7.8.1.2 Accordingly, membership in the Union shall not be compulsory. An employee has the right to choose, either, to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 7.8.6 below.~~

~~7.8.2 Employee's Obligation to Exclusive Representation An employee who is a member of the Union on July 1, 2018, and any employee who becomes a member after July 1, 2018, shall maintain such membership, except as provided during the change of status period set forth in Section 20.3.~~

~~7.8.3 Any person in a classification represented by the Union must, within thirty (30) days after their employment, submit to the City either:~~

~~1. A signed authorization to deduct dues as a member of the Union; or~~

~~2. A signed affidavit that the employee qualifies for an exemption as set forth in Section 7.8.6 below. In this case the employee must designate a charity from Section 7.8.6.1 to which the appropriate amount will be paid through payroll deduction.~~

~~7.8.3.1 If a person fails to make any of the designations set forth above within the thirty (30) day period, they will be given notice by the City that the Agency Fee deduction will be made beginning with the first full pay period following the expiration of the thirty (30) day period. The City and the Union agree that the Agency shop fee shall be paid in exchange for representation services necessarily performed by the Union in its capacity as exclusive bargaining agent and in conformance with its duty of fair representation of said employee who is not a member of the Union.~~

~~7.8.3.2 The Union specifically agrees that the provisions of Section 7.8.7 of this Article apply to any claims against the City or any of its agents or employees regarding the payroll deduction of an Agency Fee.~~

~~7.8.4 Definition of Agency Fee The Agency Fee collected from non-member bargaining unit employees pursuant to Section 7.8.2 of this Agreement shall be limited to the Union (local, state, and national) annual costs for representing such employees. Such amount shall be those amounts for full time and part time employees as are certified to the Municipal Employee Relations Officer, or designee, from time to time by the designated officer of the Union as the Agency Fee.~~

7.8.5 Notice of Objection to Union Expenditures

~~The Union shall provide an annual written notice to each nonmember who will be required to pay an agency fee. The notice shall include:~~

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- ~~1. The amount of the Union's dues and the agency fee;~~
- ~~2. The percentage of the agency fee amount that is attributable to chargeable expenditures and the basis for this calculation;~~
- ~~3. The amount of the agency fee to be paid by a nonmember who objects to the payment of an agency fee amount that includes nonchargeable expenditures. An agency fee objection must be filed with the Union within 30 days following distribution of the annual written notice.~~

~~7.8.6 Employees Exempted From Obligation to Pay Union Any employee shall be exempted from the requirements of Section 7.8.2 above if such employee is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations.~~

~~7.8.6.1 Such exempt employee shall, as an alternative to payment of an Agency Fee to the Union, pay an amount equivalent to such Agency Fee to either:~~

- ~~a. The United Way; or~~
- ~~b. Combined Health Appeal (C.H.A.); or~~
- ~~c. Any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with the Union, nor can such charity be related to an established religious organization.~~

~~7.8.7 Hold Harmless The Union shall hold the City harmless and shall fully and promptly reimburse the City for any reasonable legal fees, court costs, or other litigation expenses incurred in responding to or defending against any claims against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any section in this Memorandum pertaining to Agency Fees. The existence of or extent of any indemnification obligation under this provision shall be subject to the grievance procedure spelled out in this Agreement.~~

~~7.8.9 Rescission of Agency Fee Provisions Pursuant to Government Code Section 3502.5, this Article may be rescinded in its entirety by a majority vote of all the employees in the unit covered by this Agreement. It is understood and agreed that: (1) a request for such a vote must be supported by a petition containing the signatures of at least 30% of the employees covered by this Article; (2) such vote shall be by secret ballot; and (3) such vote may be taken at any time during the term of this Agreement; but, in no event shall there be more than one vote taken during such term.~~

CITY COUNTERPROPOSAL – MAINTENANCE OF MEMBERSHIP

City Proposed Language:

20.1 Employee Rights.

20.1.1 The City and the Organization recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

20.1.2 Accordingly, membership in the Organization shall not be compulsory. An employee has the right to choose to become a member of the Organization.

20.2 Employee's Obligation to Exclusive Representation.

The union will maintain records of employee authorizations for dues deductions. The Union will provide the City with information regarding the amount of dues deductions and certify the list of Union employees who have authorized dues deductions. The City will rely on the information provided by the Union in processing dues deductions for Union members and remit such dues or fees to IBEW. The Union will immediately notify the City of any changes in member dues deduction authorizations. The City will direct all inquiries from employees about union membership or dues deductions to the Union.

20.3 Hold Harmless. The Organization shall hold the City harmless and shall fully and promptly reimburse the City for any reasonable legal fees, court costs, or other litigation expenses incurred in responding to or defending against any claims against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any section in this Memorandum pertaining to membership dues.

ARTICLE 20 — MAINTENANCE OF MEMBERSHIP

~~20.1 Except as otherwise provided herein, each employee who on July 1, 2018, is a member in good standing of the Organization shall thereafter, as a condition of employment, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Organization as a condition of retaining membership.~~

~~20.2 Any employee who, on July 1, 2018, is not a member of the Organization, nor any person who becomes an employee after July 1, 2018, shall not be required to become a member as a condition of employment. Any such employee who thereafter becomes a member of the Organization shall thereafter maintain such membership for the duration of the Agreement except as otherwise provided herein.~~

~~20.3 During the period June 1, 2021, through and including June 30, 2021, any employee who is a member of the Union may, by written notice to the Municipal Employee Relations Officer, or designee, resign such membership and change their status to the Agency Fee or exempt category in accordance with the provisions of Article 7.~~

CITY COUNTERPROPOSAL – NEW EMPLOYEE ORENTATION

City Proposed Language:

ARTICLE 35 NEW EMPLOYEE ORIENTATION

The City shall provide designated IBEW representatives reasonable access to new employees during the new employee orientations to provide information on IBEW. Attendance at any presentations by IBEW shall be voluntary on the part of the new employee. The City department coordinating the New Employee Orientation shall work out arrangements with designated IBEW representatives.

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

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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~~34.1, 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)

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. It is the goal of the City and IBEW that this will be completed within one year following a tentative agreement between the parties.

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)

Electrician and Industrial 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 and Industrial Electrician classification series.

During this review, there should be review and consideration on all issues that may impact recruitment and retention, including but not limited to wages, comparison with other agencies and DIR prevailing wage, recruiting, practical tests, apprenticeship programs, etc.

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. It is the goal of the City and IBEW that this will be completed within 4-6 months following a tentative agreement between the parties.

During the duration of this side letter, the Calculation of Overtime side letter signed by the parties on May 17, 2018 will remain in effect.

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