

Proposal made by IFPTE Local 21 to the City of San Jose
The provisions contained herein are individual proposals. Language not changed herein will remain unchanged. The Union(s) reserves the right to amend, withdraw or add to this proposal.

Submitted on:
04/26/2023

Article X.X EMERGENCY ACTIVATION RESPONSE

X.X.X California Government Code, Title 1, Division 4, Chapter 8, Sections 3100 et seq., requires all public employees to provide disaster service activities as may be assigned to them by their superiors or by law. San Jose Municipal Code, Chapter 8.08 provides that the City Manager, while in the role of the Director of Emergency Services, has the authority to require emergency services of any City officer or employee.

X.X.X Where feasible and as determined by the Director of the Emergency Operations Center, employees shall not be activated for Emergency Operations Center shifts of 12+ hours for more than **three** consecutive days. Where feasible, after working **three** consecutive days of 12+ hours in emergency response, the represented employee shall receive a minimum of 36 consecutive hours off before resuming emergency response activities.

X.X.X The Emergency Operations Center's staffing list shall be updated on a semi-annual basis. **The Office of Emergency Management** will endeavor to have a designated back-up for every position on the staffing list **and a designated list of field outreach leads. In the event that a back-up is not identified for a represented employee performing emergency response functions, the Director of the Emergency Operations Center, or their designee, shall identify a back-up within 48 hours of activation.**

X.X.X In the event a represented employee reports unpaid disaster management (UDM) time and their time card is approved, their vacation accrual cap will be immediately increased by 24 hours.

ARTICLE XX OVERPAYMENTS OF COMPENSATION

When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. **The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s).** Absent mutual agreement on a method of reimbursement within 30 days **of being notified of the overpayment,** the City shall proceed with recoupment **via payroll deductions over a number of pay periods equivalent to the term of overpayment.** In no event shall amounts deducted from payment of salary or wages exceed **5%** of the employee's net disposable earnings.

xx.x An employee who separates from **City** employment prior to full repayment of the amount owed **the City** shall have any money owed the City withheld **from their final paycheck(s).** If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT 14.2

The City agrees to provide a voucher for the purchase of protective footwear, **which may include sole inserts**, for up to ~~\$200~~**\$275**, **with a \$25 dollar increase for each subsequent fiscal year of the contract term**, 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. An individual may select an approved style that is more expensive than the City maximum by paying the difference.