



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: June 4, 2021

Approved

D. OSYL

Date

06/04/21

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 3 (OE#3) FOR THE TERM OF JULY 1, 2021 THROUGH JUNE 30, 2024

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City and the International Union of Operating Engineers, Local Union No. 3 (OE#3) for the term of July 1, 2021 through June 30, 2024, and authorizing the City Manager to execute the agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City and the International Union of Operating Engineers, Local Union No. 3 (OE#3) and authorize the City Manager to execute an agreement with a term of July 1, 2021 through June 30, 2024.

BACKGROUND

The City of San José's collective bargaining agreement with the International Union of Operating Engineers, Local Union No. 3 (OE#3) will expire on June 30, 2021. OE#3 currently represents approximately 740 full-time equivalent positions. This unit includes employee job classifications such as Maintenance Worker I/II, Parking Traffic Control Officer, Maintenance Assistant, Groundworker, and Wastewater Operator I/II/III.

In April 2021, negotiations with OE#3 on a successor agreement commenced and, on or about May 24, 2021, the City and OE#3 reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and OE#3.

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The Tentative Agreement on a successor MOA is pending ratification by the OE#3 membership. OE#3 will notify the City of the ratification results prior to the June 15, 2021, City Council meeting.

ANALYSIS

A complete copy of the Tentative Agreement is attached (Attachment A). The following is a summary of the key provisions of the Tentative Agreement.

Term July 1, 2021 through June 30, 2024

Pensionable General Wage Increase Fiscal Year 2021-2022
3.0% general wage increase effective June 27, 2021, all salary ranges for employees holding positions in classifications assigned to OE#3 shall be increased by 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.

Fiscal Year 2022-2023
3.0% general wage increase effective the first full pay period of Fiscal Year 2022-2023, all salary ranges for employees holding positions in classifications assigned to OE#3 shall be increased by approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.

Fiscal Year 2023-2024
3.0% general wage increase effective the first full pay period of Fiscal Year 2023-2024, all salary ranges for employees holding positions in classifications assigned to OE#3 shall be increased by approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%.

One-time Non-Pensionable Lump Sum Bonus 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 OE#3 effective June 27, 2021. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in an OE#3 represented position on May 11, 2021, and still be employed in an OE#3 represented position effective June 27, 2021.

In recognition of work performed during the COVID-19 pandemic, a one-time, non-pensionable lump sum payment shall be made to part-time OE#3-represented employees as follows:

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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 OE#3 represented position on May 11, 2021, and still be employed in an OE#3 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 OE#3 represented position effective June 27, 2021.

Class A/B License Pay

Effective June 27, 2021, Class A/B license pay shall be increased from \$40 to \$75 per pay period.

Shift Differential

Effective June 27, 2021, swing shift differential shall be increased from \$1.55 to \$2.00 per hour.

Effective June 27, 2021, grave shift differential shall be increased from \$1.75 to \$2.35 per hour.

Effective June 27, 2021, shift differential for employees assigned to work an on-going, regular shift of twelve (12) hours or more at the Regional Wastewater Facility (RWF), which is regularly scheduled to start between the hours of 6:00 a.m. to 6:00 p.m., shall be increased from \$1.55 to \$2.00 per hour.

Backflow Assembly Tester Incentive

Effective as soon as practicable, employees who possess a Backflow Prevention Assembly Tester Certification, and perform backflow prevention assembly testing as part of their regular duties, shall be eligible for a \$50 incentive per bi-weekly pay period, subject to the approval and determination of the Department Director or designee. Employees in classifications that require a Backflow Prevention Assembly Tester Certification as a minimum qualification are not eligible for the Backflow Prevention Tester Certification incentive.

Qualified Applicator Certification Incentive	Effective as soon as practicable, employees who possess a Qualified Applicator Certification, and perform duties requiring a Qualified Applicator Certification as part of their regular duties, shall be eligible for a \$50 incentive per bi-weekly pay period, subject to the approval and determination of the Department Director or designee. Employees in classifications that require a Qualified Applicator Certification as a minimum qualification are not eligible for the Qualified Applicator Certification incentive.
Crane Certification Incentive	Effective as soon as practicable, employees who possess a crane certification to operate a crane over 25 feet or 15,000 pounds, and perform duties that regularly require the crane certification, shall be eligible for a 5% crane certification incentive in addition to their base salary, each biweekly pay period. The employee must have a valid crane certification at all times in order to be eligible for the crane certification incentive. The crane certification incentive is subject to the approval and determination of the Department Director or designee. Employees in classifications that require this crane certification as a minimum qualification are not eligible for the crane certification incentive.
Jury Duty for Part-Time Employees	Part-time employees who are eligible for benefits who are 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.
Tuition Reimbursement Program for Part-Time Employees	Effective June 27, 2021, the City shall 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, 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 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:

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

Personal Leave Proration

Effective the first pay period of payroll calendar year 2022, an employee on a reduced work week schedule shall 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>
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 OE#3-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.

Bereavement Leave

All leave must be used within 30 (increase from 14) calendar days following the death of an applicable relative.

City-Paid Parental Leave Pilot Project

Effective as soon as practicable, the City and OE#3 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.

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- 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.

Bilingual Pay (Side Letter Agreement) The City of San Jose and OE#3 agree to continue discussions related to the City's Bilingual Pay Policy and related MOA provisions.

CONCLUSION

It is recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would allow the City Manager to execute an agreement with the terms of a collective bargaining agreement between the City and OE#3 with a term effective July 1, 2021, through June 30, 2024.

EVALUATION AND FOLLOW-UP

No further follow-up action with the Council is expected at this time.

CLIMATE SMART SAN JOSE

The recommendation in this memo has no effect on Climate Smart San José energy, water, or mobility goals.

PUBLIC OUTREACH

This memorandum will be posted on the City's website for the June 15, 2021 City Council Meeting.

COORDINATION

This memorandum was coordinated with the City Attorney's Office and the City Manager's Budget Office.

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COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

COST SUMMARY/IMPLICATIONS

The increased cost of the 3.0% general wage increase effective June 27, 2021 is approximately \$2.3 million in all funds, of which \$731,000 is in the General Fund. The ongoing costs for the increases related to paid parental leave, shift differential, and premium pays is approximately \$283,000, of which \$90,000 is in the General Fund. In addition, the one-time \$1,000 lump sum non-pensionable payment will cost approximately \$620,000. These increased costs will be offset by a decrease in the Salaries and Benefits Reserve or an alternative funding source; the recommended budget actions will be brought forward for City Council approval as part of a future budget process.

The ongoing increased cost of the 3.0% general wage increase effective the first full pay period of Fiscal Year 2022-2023 is approximately \$2.37 million, of which \$752,000 is in the General Fund. The ongoing increased cost of the 3.0% general wage increase effective the first full pay period of Fiscal Year 2023-2024 is approximately \$2.44 million, of which \$775,000 is in the General Fund. These ongoing increases will be factored into the annual development of the 2022-2023 Base Budget.

CEQA

Not a Project, File No. PP17-010, City organizational and administrative activities resulting in no changes to the physical environment.



JENNIFER SCHEMBRI

Director of Employee Relations

Director of Human Resources

For questions, please contact Jennifer Schembri, Director of Employee Relations, at (408) 535-8150.

Attachment A – OE#3 Tentative Agreement

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

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 OE#3 effective June 27, 2021. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in an OE#3 represented position on May 11, 2021, and still be employed in an OE#3 represented position effective June 27, 2021.

In recognition of work performed during the COVID-19 pandemic, a one-time, non-pensionable lump sum payment shall be made to part-time OE#3-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 OE#3 represented position on May 11, 2021, and still be employed in an OE#3 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 OE#3 represented position effective June 27, 2021.

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

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

SPECIAL PAYS

- Class A/B License Pay (See Attached)
- Shift Differential (See Attached)
- Backflow Prevention Assembly Tester Incentive (See Attached)
- Qualified Applicator Certification Incentive (See Attached)
- Crane Certification Incentive (See Attached)

JURY DUTY

- Jury Duty for Part-Time Employees (See Attached)

TUITION REIMBURSEMENT

- Tuition Reimbursement Program for Part-Time Employees (See Attached)

LEAVES

- Personal Leave Proration (See Attached)
- Bereavement Leave (See Attached)

CITY-PAID PARENTAL LEAVE PILOT PROJECT

- City-Paid Parental Leave Pilot Project (See Attached)

SIDE LETTERS

- Bilingual Pay (See Attached)

HOUSEKEEPING

- Housekeeping (See Attached)

OTHER TERMS

**This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.*


FOR THE CITY:



Jennifer Schembri
Director of Employee Relations
Director of Human Resources

5/24/2021

Date




Elsa Cordova
Assistant to the City Manager
Employee Relations

5/24/2021

Date

FOR THE UNION:



Mary Blanco
Business Representative, OE#3

5/24/2021

Date

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL – Class A/B License Pay

City Proposed Language:

- 5.19 Class A/B License Pay. Employees who are in positions within classifications in which only certain positions are designated as requiring Class A or B license as a condition of employment shall be eligible for a \$~~7540~~ per pay period premium pay. Specific positions within a classification that require a Class A or B license will be determined by the Department Director or designee. Those employees within classifications where a Class A or B license is required of every position in the class are not eligible for the premium pay.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL – Shift Differential

City Proposed Language:

5.3 Shift Differential. Eligible employees, as defined herein, regularly assigned to work a swing shift, shall be paid a shift differential of ~~\$2.004.55~~ per hour for each eligible hour, as defined herein, to the nearest fifteen (15) minutes, of work performed. Eligible employees, as defined herein, regularly assigned to work a graveyard shift shall be paid a shift differential of ~~\$2.354.75~~ per hour, as defined herein, to the nearest fifteen (15) minutes of work performed.

5.3.1 Eligibility and Application. To be eligible for payment of shift differential, an employee must be assigned to an on-going, regular shift of eight (8) hours or more which is regularly scheduled to start between the hours of:

- a) 2:00 p.m. and 11:59 p.m. (i.e. swing shift), or
- b) 12:00 midnight and 5:59 a.m. (i.e. graveyard shift)

Employees assigned to work an on-going, regular shift of twelve (12) hours or more at the Regional Wastewater Facility (RWF), which is regularly scheduled to start between the hours of 6:00 a.m. to 6:00 p.m. shall be paid a shift differential of ~~\$2.004.55~~ per hour for each eligible hour, to the nearest fifteen (15) minutes, of work performed between the hours of 2:00 p.m. and 6:00 p.m.

If the employee's shift starts within the time period defined above and the employee works a minimum of two (2) hours within that time period, the employee shall be compensated with shift differential for the entire shift.

If the employee's shift starts within the time period defined above and the employee works less than two (2) hours within that time period, the employee shall be compensated with shift differential for the number of hours of work actually performed within that time period.

5.3.2 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
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**CITY COUNTERPROPOSAL – Backflow Prevention Assembly Tester
Incentive**

City Proposed Language:

5.22 Backflow Prevention Assembly Tester Certification Incentive. Effective as soon as practicable, employees who possess a Backflow Prevention Assembly Tester Certification, and perform backflow prevention assembly testing as part of their regular duties, shall be eligible for a \$50 incentive per bi-weekly pay period, subject to the approval and determination of the Department Director or designee. Employees in classifications that require a Backflow Prevention Assembly Tester Certification as a minimum qualification are not eligible for the Backflow Prevention Tester Certification incentive.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
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CITY COUNTERPROPOSAL – Qualified Applicator Certification Incentive

City Proposed Language:

5.23 Qualified Applicator Certification Incentive. Effective as soon as practicable, employees who possess a Qualified Applicator Certification, and perform duties requiring a Qualified Applicator Certification as part of their regular duties, shall be eligible for a \$50 incentive per bi-weekly pay period, subject to the approval and determination of the Department Director or designee. Employees in classifications that require a Qualified Applicator Certification as a minimum qualification are not eligible for the Qualified Applicator Certification incentive.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
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CITY COUNTERPROPOSAL – Crane Certification Incentive

City Proposed Language:

5.24 Crane Certification Incentive. Effective as soon as practicable, employees who possess a crane certification to operate a crane over 25 feet or 15,000 pounds, and perform duties that regularly require the crane certification, shall be eligible for a 5% crane certification incentive in addition to their base salary, each bi-weekly pay period. The employee must have a valid crane certification at all times in order to be eligible for the crane certification incentive. The crane certification incentive is subject to the approval and determination of the Department Director or designee. Employees in classifications that require this crane certification as a minimum qualification are not eligible for the crane certification incentive.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – JURY DUTY

City Proposed Language:

5.10 Jury Duty. Each full ~~or part-time-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:

5.10.1 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.

5.10.1.1 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.

5.10.1.2 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.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – TUITION REIMBURSEMENT PROGRAM

City Proposed Language:

5.12.1 Tuition Reimbursement Program. The City will reimburse each full-time employee 100% of expenses incurred, up to \$1000.00 per fiscal year, for registration, tuition 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 \$1000.00 amount, up to \$600.00 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.

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, 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>

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – PERSONAL LEAVE

City Proposed Language:

17.4 Personal Leave. ~~Effective the first pay period of each payroll year, each~~ Each full-time employee shall be entitled to a ~~maximum total~~ of twenty-four (24) hours ~~of personal leave per 26 pay period cycle 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 ~~is does~~ not accrued. Any such leave not taken by the date of ~~termination separation~~ for employees ~~terminating 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~~ twenty-four (24) hours of Personal Leave in any given calendar year.

17.4.1 First Year of Employment. ~~An Full-time employees~~ employee hired on or after July 1st shall be ~~provided entitled to only a maximum of twelve~~ (12) hours of personal leave in the first payroll calendar year ~~of employment 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 OE#3-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.

**2021 CITY OF SAN JOSE – OE#3 NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 21 BEREAVEMENT LEAVE

21.1 Each full time or benefited part-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, employee's spouse or employee's domestic partner. All leave must be used within ~~14~~30 calendar days following the death of an applicable relative. Under extreme circumstances, the ~~fourteen~~thirty (~~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) Child/Step-Child
- c) Spouse
- 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/son/daughter in-law
- i) Domestic Partner

21.1.1 A domestic partner, as referenced in Section 21.1, must be registered with the Human Resources Department.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 3 (OE#3)

City-Paid Parental Leave Pilot Program

Effective as soon as practicable, the City of San Jose ("City") and the International Union of Operating Engineers, Local No. 3 (OE#3) 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 OE#3 and approved by the City Council.

FOR THE CITY:

Jennifer Schembri 5/24/2021
Date
Jennifer Schembri
Director of Human Resources
Director of Employee Relations

Elsa Cordova 5/24/2021
Date
Elsa Cordova
Assistant to the City Manager

FOR THE UNION:

Mary Blanco 5/24/2021
Date
Mary Blanco
Business Representative, OE#3

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CITY PROPOSAL – HOUSEKEEPING

City Proposed Language:

5.2 Uniform Allowance.

5.2.1 An annual Uniform Allowance not to exceed \$800.00 shall accrue for eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.

~~2423 Park Ranger~~

2424 Park Ranger (Part-Time)

2451 Parking & Traffic Control Officer

2452 Parking & Traffic Control Officer (Part-Time)

2453 Senior Parking & Traffic Control Officer

~~5.2.2 In the event an eligible full time employee assigned to a 40 hour week is paid for less than 2,000 hours during the 26 full pay periods immediately preceding December 31st, such employee shall be paid that proportion of the allowance which the total number of hours for which the employee was paid in the above period bears to 2,000.~~

~~5.2.3 Eligible part time employees in the above listed classifications shall receive that proportion of the allowance which the total number of hours paid during the 26 full pay periods immediately preceding December 31st bears to 2,000.~~

~~5.2.4 For calendar year 2015, the Uniform Allowance referred to herein shall be paid as soon after December 31st of 2015 as practical.~~

5.2.25 Effective December 20, 2015, payment shall be made during the first two (2) pay periods of each month, in the amount of \$33.33 per biweekly pay period. If an eligible employee is on unpaid leave or unpaid status for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s). ~~Effective December 20, 2015, this section shall supersede Sections 5.2.2, 5.2.3 and 5.2.4 above.~~

5.2.6 Safety Equipment. Employees in the classification of Park Ranger Part-Time (~~2423 and~~ 2424) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, belt case, flashlight, handcuffs, handcuff case, protective vest, rainwear including raincoat, rain pants, and hat cover. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment. Employees who have completed certified training to carry a collapsible "bite stick" shall be authorized to carry such equipment. Employees shall purchase the collapsible "bite stick" and be responsible for the cost of the training if the training is otherwise not available at no additional cost to the City.

5.14 Protective Clothing.

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5.14.1 The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to \$200 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 fiscal year. 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. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 5.2 above are not eligible to receive reimbursement for protective footwear under this provision.

5.14.2 The City shall provide laundered painter coveralls for full-time employees holding positions in the classifications listed below:

3121	Apprentice Painter I	3122	Apprentice Painter II
3123	Painter	3124	Painter, W.P.C.P.
3125	Sign Painter	3126	Senior Painter

5.14.3 Such coveralls shall be and shall remain the property of the City of San Jose.

5.14.4 The City shall provide suitable protective rain gear for employees holding positions in classifications listed below when such employees are required to work in the rain.

2415	Parking Control Officer	3409	Groundskeeper PT
2423	Park Ranger	3410	Groundskeeper
2424	Park Ranger PT	3411	Groundswoker
2452	Parking Control Officer PT	3412	Park Maintenance Repair Worker I
2453	Sr. Parking Control Officer	3413	Park Maint. Repair Worker II
3108	Maintenance Assistant	3414	Gardener
3109	Maintenance Assistant (part-time)	3611	Wastewater Operator Trainee
3113	Maintenance Worker I	3612	Wastewater Operator I
3114	Maintenance Worker II	3621	Wastewater Attendant
3115	Sr. Maintenance Worker	3622	Wastewater Mechanic I
3162	Air Conditioning Mechanic	3623	Wastewater Sr. Mechanic I
3163	Sr. Air Conditioning Mechanic	3632	Water Systems Technician
3238	Facility Repair Worker	3633	Sr. Water Systems Technician
3239	Sr. Facility Repair Worker	3641	Assist Hvy Dsl Equip. Operator Mechanic
3321	Apprentice Mechanic	3652	Wastewater Operator II
3322	Sr. Mechanic	3653	Wastewater Operator III
3323	Mechanic	3672	Wastewater Mechanic II

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3343 Heavy Equipment Operator
3345 Sr. Heavy Equip. Operator

3673 Wastewater Sr. Mechanic II

- 5.14.5 The City shall provide five (5) shirts to full-time employees selected by the City in classifications specified in Section 5.14.4 above. Such shirts shall be cleaned and maintained at the employee's expense and shall be replaced by the City as required due to wear and deterioration through normal use.
- 5.14.6 If, during the term of this agreement, it is deemed that work shirts are necessary for additional classifications, representatives from the City and union will meet to discuss appropriate implementation.
- 5.14.7 All such items provided pursuant to provisions of this Subsection 5.14 shall be and shall remain the property of the City.