

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN JOSÉ AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332 (IBEW), WITH A TERM OF JULY 1, 2017 – JUNE 30, 2021, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IBEW**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE:

1. That the terms of a collective bargaining agreement between the City of San José and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW), with a term of July 1, 2017 through June 30, 2021, are hereby approved. The City Manager is hereby authorized to execute the agreement with those terms on behalf of the City of San José.
2. The general terms of the agreement are set out and described in the Memorandum to the Mayor and City Council from Jennifer Schembri, Director of Employee Relations, and Margaret McCahan, Budget Director, dated May 25, 2018, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

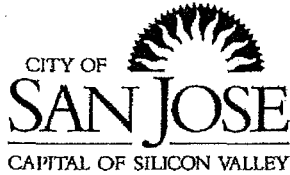
ABSENT:

DISQUALIFIED:

\_\_\_\_\_  
SAM LICCARDO  
Mayor

ATTEST:

\_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Jennifer Schembri  
Margaret McCahan

**SUBJECT:** SEE BELOW

**DATE:** May 25, 2018

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Approved

Date

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**SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL 332 FOR THE TERM OF JULY 1, 2017 THROUGH JUNE 30, 2021**

## RECOMMENDATION

It is recommended that the City Council approve the following actions:

- 1) Adopt a resolution approving the terms of a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers (IBEW), Local 332 for the term of July 1, 2017 through June 30, 2021, and authorizing the City Manager to execute an agreement with those terms.
- 2) Adopt the following Appropriation Ordinance amendments in the General Fund:
  - a) Increase the Personal Services appropriation to the Public Works Department by \$44,287; and
  - b) Decrease the Salaries and Benefits Reserve by \$44,287.

## OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the International Brotherhood of Electrical Workers (IBEW), Local 332, and authorize the City Manager to execute an agreement with a term of July 1, 2017 through June 30, 2021 with those terms.

## BACKGROUND

The International Brotherhood of Electrical Workers (IBEW), Local 332 currently represents approximately 78 full-time equivalent positions. This unit includes employee job classifications such as Electrician, Senior Electrician, and Electrician Supervisor.

HONORABLE MAYOR AND CITY COUNCIL

May 25, 2018

Subject: Approval of the terms of an Agreement with the International Brotherhood of Electrical Workers (IBEW), Local 332, for the term of July 1, 2017 through June 30, 2021

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The previous Memorandum of Agreement (MOA) between the City of San Jose and IBEW expired on June 30, 2017. Since that time, all non-sworn bargaining units, except for IBEW have received an approximate 3.0% general wage increase for Fiscal Year 2017-2018. Therefore, IBEW has not received a general wage increase since June 2016.

In May 2017, negotiations with IBEW on a successor agreement commenced, and on or about May 17, 2018, the City and IBEW reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement (MOA) between the City and IBEW. The Tentative Agreement has been ratified by the IBEW membership.

### 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.

<b>Term</b>	July 1, 2017 through June 30, 2021
<b>General Wage Increase/Lump Sum Payments for FY 2017-2018</b>	<p>Effective June 17, 2018, all salary ranges for employees holding positions in classifications assigned to IBEW will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.</p> <ul style="list-style-type: none"><li>○ In lieu of receiving a general wage increase retroactive to FY 17-18, full-time employees holding positions in classifications assigned to IBEW shall receive a one-time lump sum non-pensionable payment equivalent to approximately 3% for the time period of June 18, 2017, through June 16, 2018 using the employee's base pay as of June 18, 2017. This one-time lump sum non-pensionable payment shall be made to full-time employees within two (2) full pay periods following ratification by the IBEW membership and approval by the City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must have been employed in an IBEW represented position on June 18, 2017, and still employed in an IBEW represented position effective the pay period following ratification and City Council approval.</li></ul>
<b>Ongoing Non-Pensionable Compensation Increase</b>	Effective July 1, 2018, all salary ranges for employees holding positions in classifications assigned to IBEW shall receive an approximate 5% ongoing non-pensionable compensation increase.

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**General Wage Increase  
For FY 2018-2019 --  
FY 2020-2021**

Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to IBEW will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.

Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to IBEW will receive a pensionable base pay increase of approximately 3.0%. This will result in both the top and bottom step of the pay range being increased by approximately 3.0%. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.

**Overtime Calculation**

In recognition of the significant amount of overtime shifts employees are working due to the current high vacancy rate in classifications represented by IBEW, effective July 1, 2018, paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for all IBEW represented employees. This Side Letter Agreement shall remain effective only during the term of the 2017-2021 IBEW MOA, and shall expire on June 30, 2021.

**Retirement  
Administrative Costs**

Costs to the fund for staff salaries and indirect labor costs shall not exceed 0.17% of assets in the fund per year, increased from 0.10%.

In the event the administrative costs of the Federated Retirement System exceed the administrative cost limit as listed above, representatives from the Office of Employee Relations, IBEW and the Office of Retirement Services will meet to discuss the increase in administrative costs.

**Annual Performance  
Appraisals**

Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

**Rest Periods**

To the extent possible, when an employee has worked in excess of eighteen (18) cumulative hours within a twenty-four (24) hour period, beginning from the start of their regularly scheduled shift, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave,

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excluding sick leave, to provide the employee with a rest period prior to their next shift.

**Overtime Volunteers**

For overtime work, volunteers will be asked for first, whenever possible.

**Side Letters**

Unclassified Temporary Electrician Agreement

**Reopeners**

During the term of the contract, the City and IBEW agree that to the extent that they arise during the term of the contract, the parties agree to meet and confer over potential changes to City's healthcare program.

**EVALUATION AND FOLLOW-UP**

No additional follow up action with the City Council is expected at this time.

**PUBLIC OUTREACH**

This memorandum will be posted on the City's website in advance of the June 5, 2018, City Council Agenda.

**COORDINATION**

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

**COMMISSION RECOMMENDATION/INPUT**

This agreement was not coordinated with any board or commission.

**COST SUMMARY/IMPLICATIONS**

The ongoing increased cost of the 3% pensionable general wage increase effective June 17, 2018, is approximately \$365,000. In lieu of a retroactive pensionable general wage increase, for FY 2017-2018, eligible IBEW-represented employees shall receive a one-time, non-pensionable lump sum payment equivalent to a 3% general wage increase for the period of June 18, 2017, through June 16, 2018. The cost of the one-time non-pensionable lump sum payment for the period of June 18, 2017, through June 16, 2018 is approximately \$169,000. The ongoing increased cost of the 3% pensionable general wage increase effective June 17, 2018, which will be paid for one pay period in FY 2017-2018, from June 17, 2018 through June 30, 2018, is

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approximately \$14,000 in FY 2017-2018. The ongoing increased cost of the ongoing non-pensionable compensation increase equivalent to approximately 5% of an employee's base pay effective July 1, 2018, will be approximately \$383,000 in FY 2018-2019. The ongoing increased cost of the 3% pensionable general wage increase effective June 30, 2019, is approximately \$387,000. The ongoing increased cost of the 3% pensionable general wage increase effective June 28, 2020, is approximately \$399,000. These figures do not include the other costs associated with the changes in the calculation of overtime eligibility which will be incurred during the term of this agreement.

Four departments have budgeted IBEW positions, and the lump sum payments for 2017-2018 will be an additional cost to their personal services budget. The Airport, Environmental Services, and Transportation Departments are able to absorb the costs in 2017-2018 within their existing budget primarily due to vacancy savings, however, the Public Works Department cannot absorb this cost in the General Fund. Included, as part of this memorandum, are recommendations to increase the Personal Services appropriation for the Public Works Department by \$44,287, offset by a corresponding decrease to the Salaries and Benefits Reserve in the General Fund.

The 2018-2019 budget actions will be brought forward as part of a Manager's Budget Addendum – Recommended Amendments to the 2018-2019 Proposed Operating and Capital Budgets. The increases in the General Fund will be offset by a decrease to the Salaries and Benefits Reserve. The increases to the special funds will generally be offset by decreases to the unrestricted ending fund balance in those funds or an alternative funding source.

### CEQA

Not a Project, File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.



JENNIFER SCHEMBRI  
Director of Employee Relations

MARGARET MCCAHAN  
Budget Director

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

Attachment A – IBEW Tentative Agreement

**2017 CITY OF SAN JOSE - IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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**TERM**

- July 1, 2017 – June 30, 2021

**WAGES**

Fiscal Year 2017-2018

- 3% general wage increase effective the first pay period after ratification by IBEW and approval by City Council, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3%.
  - In lieu of receiving a general wage increase retroactive to FY 17-18, full-time employees holding positions in classifications assigned to IBEW shall receive a one-time lump sum non-pensionable payment equivalent to approximately 3% for the time period of June 18, 2017, through the end of the pay period before ratification by IBEW and approval of City Council, using the employee's base pay as of June 18, 2017. This one-time lump sum non-pensionable payment shall be made to full-time employees within two (2) full pay periods following ratification by the IBEW membership and approval by the City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must have been employed in an IBEW represented position on June 18, 2017, and still employed in an IBEW represented position effective the pay period following ratification and City Council approval.

Fiscal Year 2018-2019

- 5% ongoing non-pensionable compensation increase effective Fiscal Year 2018-2019. Effective July 1, 2018, all employees holding positions in classifications assigned to IBEW shall receive an approximate 5% ongoing non-pensionable compensation increase.

Fiscal Year 2019-2020

- 3% general wage increase effective Fiscal Year 2019-2020. Effective June 30, 2019, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3%.

Fiscal Year 2020-2021

- 3% general wage increase effective Fiscal Year 2020-2021. Effective June 28, 2020, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3%.

**RETIREMENT**

- See Attached

**PAY FOR PERFORMANCE**

- See Attached

**2017 CITY OF SAN JOSE - IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT\***

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**REST PERIODS**

- See Attached

**OVERTIME**

- See Attached

**HOUSEKEEPING**

- See Attached

**SIDE LETTER AGREEMENTS**

- Calculation of Overtime - See Attached
- Unclassified Temporary Electricians Agreement - See Attached

**RE-OPENERS AND TENTATIVE AGREEMENTS**

- Healthcare Program - See Attached
- Union Release Time - See Attached
- Layoff - See Attached

*\* This agreement is considered tentative and shall not be considered final or binding until ratified by union members 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


5/17/18  
Date

  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager, OER

5/17/18  
Date

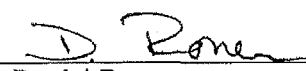
  
\_\_\_\_\_  
Elsa Cordova  
Senior Executive Analyst, OER

5/17/18  
Date

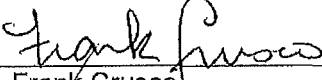
  
\_\_\_\_\_  
Sarah Steele  
Executive Analyst, OER

5/17/18  
Date


**FOR THE UNION:**

  
\_\_\_\_\_  
Daniel Romero  
Business Representative, IBEW, Local 332


May 17, 2018  
Date

  
\_\_\_\_\_  
Frank Crusco  
Chief Steward, IBEW, Local 332

5-17-2018  
Date

  
\_\_\_\_\_  
Long Vu  
Team Member, IBEW, Local 332

5.17.18  
Date

  
\_\_\_\_\_  
Himant Kumar  
Team Member, IBEW, Local 332

Date



**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL – RETIREMENT**

*City's Proposed Language:*

**ARTICLE 24 RETIREMENT**

24.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.

24.1.1 Administrative cost of the Federated Retirement System, including staff salaries and indirect labor costs, are to be paid from the retirement fund. Costs to the fund for staff salaries and indirect labor costs shall not exceed ~~0.40%~~0.17% of assets in the fund per year.

In the event the administrative costs of the Federated Retirement System exceed the administrative cost limit as list above, representatives from the Office of Employee Relations, IBEW and the Office of Retirement Services will meet to discuss the increase in administrative costs.

City of San Jose  
May 17, 2018

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT

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**CITY PROPOSAL – PAY FOR PERFORMANCE**

City Proposed Language:

**ARTICLE 5            WAGES AND PREMIUM PAY**

5.19 Annual Performance Appraisals: Employees shall not receive an automatic salary step increase if they have an Annual Performance Appraisal with an overall rating below that of "Meets Standard" dated within twelve (12) months prior to the salary step increase.

City of San Jose  
May 17, 2018

**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
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**CITY COUNTERPROPOSAL – REST PERIODS**

City Proposed Language:

- 5.8.3 To the extent possible, when an employee has worked in excess of eighteen (18) cumulative hours within a twenty-four (24) hour period, beginning from the start of their regularly scheduled shift, upon request by the employee, the Department Director or designee may approve the time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.

City of San Jose  
May 17, 2018

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT

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**CITY COUNTERPROPOSAL – OVERTIME VOLUNTEERS**

City Proposed Language:

- 6.6 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of holiday leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.
- 6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.
- 6.6.2 For overtime work, volunteers will be asked for first, whenever possible.

City of San Jose  
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**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL – HOUSEKEEPING**

City's Proposed Language:

**ARTICLE 5 WAGES AND SPECIAL PAY**

5.10 Jury Duty

Each full time or part-time employee who is eligible for benefits that 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 their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

5.6 Health Insurance Coverage

5.6.3 A \$25 Co-pay plan shall be implemented for all HMO plans, including the following:

- a. Office Visit Co-pay shall be \$25
- b. Prescription Co-pay shall be \$10 for generic and \$25 \$30 for brand name
- c. Emergency Room Co-pay shall be \$100
- d. Inpatient/Outpatient procedure Co-pay shall be \$100

**ARTICLE 29 ALTERNATIVE WORK SCHEDULE**

~~29.1 The City and the Union agree that the availability of Alternative Work Schedules is a valuable benefit to employees in that it promotes job satisfaction, and is of benefit to the City in that it reduces traffic congestion and demands on limited parking facilities. The use of alternate schedules is encouraged, where it can be accommodated without impairing Departmental operations or public service. Employees may be eligible for an Alternative Work Schedule, subject to the provisions and conditions in the City of San Jose Alternative Work Schedules Policy. Neither the failure of the Department to enter into an alternative schedule agreement, nor the termination by the Department of any such agreement, shall be subject to the Grievance Procedure provided in Article 12.~~

~~29.2 As an alternative to the normal work schedule assigned by the Department in accordance with Article 6.3, and subject to the concurrence and approval of respective Department Directors and the City Manager, a regular full-time employee may elect to work an alternative work schedule. The following conditions and restrictions apply to all employees electing an alternative schedule:~~

~~29.2.1 An employee may elect to establish a biweekly work schedule which varies from the normal schedule in the number of hours worked per day and in the number of days worked per week, except that no single workday may exceed ten (10) hours and total scheduled biweekly hours are not to exceed eighty (80) hours. Unless otherwise specified in this Memorandum of Agreement, alternate schedules shall not include paid lunch periods. The employee may elect a different schedule for each calendar week within a biweekly period. Examples of schedules that may be elected include:~~

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**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT**

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- ~~• Four 10-hour days each week (4/10's)~~
- ~~• Four 9-hour days and one 4-hour day each week (9/80's)~~
- ~~• Eight 9-hour days, one 8-hour day, and one day-off each pay period~~

~~29.2.2 No alternate work schedule may be established in which overtime is incurred as a part of the established work schedule either under this agreement or under Federal or State law.~~

~~29.2.3 The alternate schedule is designed to accommodate the needs of the employee and the work unit. Once elected and approved, it is intended to continue for an indefinite period. However, should the needs of the employee or work unit dictate, the alternate schedule may be terminated with reasonable notice.~~

~~29.2.4 It is further understood that any alternate schedule agreement entered into pursuant to the provisions herein, shall terminate immediately upon the date of the transfer, promotion, or demotion of the employee.~~

~~29.2.5 For a schedule of four 10-hour days, the three (3) consecutive days off may be waived by mutual agreement.~~

~~29.3 Holidays and Other Paid Leave for Alternate Schedules~~

~~The following provisions for holiday and other paid leave shall apply to employees on an alternate work schedule.~~

~~29.3.1 If an employee takes paid leave (e.g., holiday, sick leave, vacation, compensatory time off, jury duty, bereavement leave, personal leave, etc.) on a scheduled work day, he/she shall be entitled to pay for the number of hours he/she was scheduled to work that day.~~

~~29.3.2 If a holiday is observed on an employee's day off, he/she shall be credited with eight (8) hours compensatory time off at the 1.0 rate for a full day holiday. The exception to this policy is stated in section 28.4 ~~29.4~~, below.~~

~~29.3.3 If an employee on an alternate schedule works on a holiday, the employee shall receive eight (8) hours of compensatory time at the 1.0 rate for a full day holiday and in addition shall receive pay or compensatory time off at the 1.5 rate for the number of hours actually worked.~~

~~29.4 For employees who were placed on an alternate work schedule prior to November 1, 1993, if any of said holidays falls on a full-time employee's regular day off, during which he/she is not required to work, such employee shall be entitled to compensatory time off duty equal to the number of regularly scheduled hours which the employee works during his or her assigned work day.~~

~~29.5 Any employee who begins an alternative work schedule after November 1, 1993, will be compensated for holidays according to the provisions of Article 28.3.~~

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**SIDE LETTER AGREEMENT**

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

**Calculation of Overtime**

The City and IBEW recognize that employees represented by IBEW are working a significant amount of overtime shifts due to the current high vacancy rate in classifications represented by IBEW and challenges in recruitment.

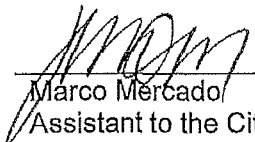
In recognition of the circumstances listed above, the parties agree to the following Side Letter Agreement regarding the Calculation of Overtime:

- Effective July 1, 2018, paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for all IBEW represented employees, only during the term of this Side Letter Agreement.


This Side Letter Agreement is considered part of tentative agreement for a Successor MOA between the parties as recommended in the Mediator's Confidential Recommended Settlement proposal, and shall become effective only as part of an overall tentative agreement for a successor MOA, and when signed by all parties below and approved by City Council. This Side Letter Agreement shall remain effective only during the term of the 2017-2021 IBEW MOA, and shall expire on June 30, 2021.

**FOR THE CITY:**


**FOR THE UNION:**

  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager, OER

5/17/18  
Date

  
\_\_\_\_\_  
Daniel Romero  
Assistant Business Manager, IBEW

May 17, 2018  
Date

  
\_\_\_\_\_  
Elsa Cordova  
Senior Executive Analyst, OER

5/17/18  
Date

**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

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

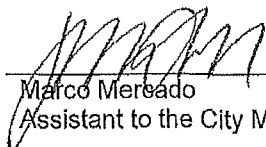
**Unclassified Temporary Electrician Agreement**

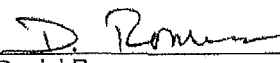
The City and IBEW agree to continue discussions related to the Unclassified Temporary Electrician Agreement.


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. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

 5/17/18  
\_\_\_\_\_  
Marco Mercedo Date  
Assistant to the City Manager, OER

 MAY 17, 2018  
\_\_\_\_\_  
Daniel Romero Date  
Business Representative, IBEW

 5/17/18  
\_\_\_\_\_  
Elsa Cordova Date  
Senior Executive Analyst, OER



**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL NO. 332

**City Healthcare Program Reopener**

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the International Brotherhood of Electrical Workers (IBEW), Local No. 332, the parties agree to meet and confer over potential changes to the City's healthcare program.

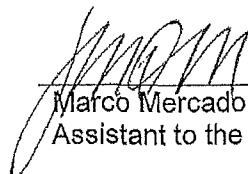
Either the City or IBEW may provide notice to the other of its request to discuss potential changes to the City's healthcare program. The parties shall commence the discussions within ten (10) calendar days after the City or IBEW receive notice from the other.

To the extent that any change to the City's healthcare program is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by IBEW)) shall be exhausted. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

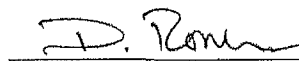
This Agreement is considered part of the tentative agreement for a successor MOA between the parties as recommended by the Mediator's Confidential Settlement proposal, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:


FOR THE UNION:

  
\_\_\_\_\_  
Marcó Mercado  
Assistant to the City Manager, OER

5/17/18  
Date

  
\_\_\_\_\_  
Daniel Romero  
Assistant Business Manager, IBEW

MAY 17, 2018  
Date

  
\_\_\_\_\_  
Elsa Cordova  
Senior Executive Analyst, OER

Date

**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL UNION RELEASE TIME**

City's Proposed Language:

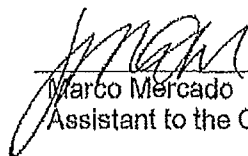
**ARTICLE 35 UNION RELEASE TIME**


35.1 City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their regular work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.

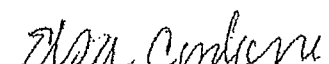
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

  
\_\_\_\_\_  
Marco Mercado  
Assistant to the City Manager, OER  
5/18/18  
Date

  
\_\_\_\_\_  
Sal Ventura  
Business Representative, IBEW  
5/18/17  
Date

  
\_\_\_\_\_  
Elsa Cordova  
Senior Executive Analyst, OER  
5/18/17  
Date

2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL LAYOFF**

City Proposed Language:

14.1 Order of Layoff. When one or more employees in the same class in a City department are to be laid off for lack of work, purposes of economy, curtailment of positions or other reason, the order of layoff shall be as follows:

14.1.1 Provisional employees in the order to be determined by the appointing authority.

14.1.2 Probationary employees in the order to be determined by the appointing authority.

14.1.3 Permanent employees in inverse order of seniority within the classification being reduced, or in a higher class.

14.1.3.1 The City will notify the Union within three (3) working days when a new or updated seniority list for each and every classification pertaining to any employee(s) represented by the Union has been posted or updated. The determination of seniority based on Sections 14.1.3.2 and 14.1.3.3, if applicable, shall be made prior to the publication of a seniority list.

14.1.3.2 If two or more permanent employees have the same class seniority, then ranking is based on Citywide seniority.

14.1.3.3 If two (2) or more permanent employees have the same class and the same Citywide seniority, then ranking is based on the scores on the eligible list that was used for the original hiring in the classification or the quantitative examination scores used for the original hiring in the classification. In the absence of eligible list scores or quantitative examination scores used in the original hiring, ranking on the seniority list shall be determined as follows:

(a) The sum total of the last four (4) digits of the employee's social security number will determine seniority, with the lowest sum total being the least senior and the highest sum total being the most senior on the established list.

(b) In the event that the sum total of the last four (4) digits of the employee's social security number should result in a tie, a random draw shall be conducted consisting only of the employees with the sum total tie. The first drawn name will be the least senior and the last name drawn will be the most senior on the established list.

**2017 CITY OF SAN JOSE – IBEW NEGOTIATIONS  
TENTATIVE AGREEMENT**

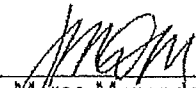
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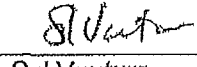
14.1.4 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

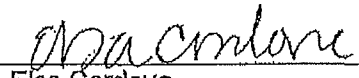
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**FOR THE CITY:**

**FOR THE EMPLOYEE ORGANIZATION:**

  
\_\_\_\_\_  
Marco Mercado      5/24/17      Date  
Assistant to the City Manager, OER

  
\_\_\_\_\_  
Sal Ventura      5/24/17      Date  
Business Representative, IBEW

  
\_\_\_\_\_  
Elsa Cordova      5/24/17      Date  
Senior Executive Analyst, OER