



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: June 14, 2022

Approved

Date

06/16/22

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL 332 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 Brotherhood of Electrical Workers (IBEW), Local 332 for the term of July 1, 2021 through June 30, 2024, and authorizing the City Manager to execute an agreement with those terms.

OUTCOME

Adoption of the resolution and authorization to execute an agreement will result in a collective bargaining agreement between IBEW, Local 332 for the term of July 1, 2021 through June 30, 2024, and authorize the City Manager to execute an agreement with those terms.

BACKGROUND

IBEW, Local 332 currently represents approximately 75 full-time equivalent positions. This unit includes employee job classifications such as Electrician, Senior Electrician, and Electrician Supervisor.

The previous Memorandum of Agreement (MOA) between the City of San José (City) and IBEW expired on June 30, 2021. Since that time, all non-sworn bargaining units, except for IBEW, received an approximate 3.0% or 3.25% general wage increase for Fiscal Year 2020-2021. Therefore, IBEW has not received a general wage increase since June 2020. In May 2021, negotiations with IBEW on a successor agreement commenced. The parties were not able to come to an agreement and IBEW declared impasse on August 16, 2021.

The City and IBEW engaged in mediation with a state-appointed mediator on September 16, 2021. The parties were not able to reach an agreement during mediation, and on October 1, 2021, IBEW filed a request for a Factfinder through the Public Employee Relations Board (PERB).

The fact-finding process began in January 2022, and on May 17, 2022, the Factfinding Report and Recommendation was released. The City and IBEW resumed negotiations, and on or about June 9, 2022, the City and IBEW reached an overall Tentative Agreement on the terms to be contained in the successor 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.

Term	July 1, 2021 through June 30, 2024
General Wage Increase/Lump Sum Payments for FY 2021-2022	<p>For wages for Fiscal Year 2021-2022, effective June 26, 2022, 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">○ Effective July 10, 2022, in lieu of receiving a general wage increase retroactive to the beginning of Fiscal Year 2021-2022, full-time employees holding positions in classifications assigned to IBEW shall receive a one-time lump sum, non-pensionable payment equal to \$3,000. 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 27, 2021 and must still be employed in an IBEW represented position effective the pay period following ratification and City Council approval through the entirety of the pay period in which the lump sum payment is made.

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 IBEW effective June 26, 2022. 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 June 26, 2022, following union ratification and City Council approval in open session.

A prorated lump sum shall be paid to part-time employees who were employed in an IBEW represented position on May 11, 2021 and still employed in an IBEW represented position effective June 26, 2022, following union ratification and City Council approval in open session. The proration is 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

General Wage Increase For FY 2022-2023 – FY 2023-2024

Effective July 10, 2022, all salary ranges for employees holding positions in classifications assigned to IBEW will receive a pensionable base pay increase of approximately 4.5%. This will result in both the top and bottom step of the pay range being increased by approximately 4.5%. 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 25, 2023, 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.

Shift Differential

Effective as soon as practicable, eligible employees represented by IBEW regularly assigned to work a swing shift shall be paid a shift differential of \$2.00 (increase from \$1.55) per hour for each eligible hour to the nearest 15 minutes worked.

Eligible employees regularly assigned to work a graveyard shift shall be paid a shift differential of \$2.35 (increase from \$1.75 per hour) per hour to the nearest 15 minutes of work performed.

Electrician Certification Incentive

Effective as soon as practicable, employees in the Electrician I/II and Industrial Electrician 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.

Meal Allowance

Effective as soon as practicable, IBEW employees who are assigned to work two consecutive shifts shall be provided with \$14.00 (increased from \$10.00) as a meal allowance.

Protective Footwear

Effective as soon as practicable, the City agrees to provide a voucher for the purchase of protective footwear for up to \$220.00 (increased from \$200.00) 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 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.

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 12 calendar months from the time an employee receives the voucher.

Educational and Professional Incentives

Effective June 26, 2022, the City will reimburse each eligible part time 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:

Regularly Scheduled Hours Per Week	Maximum Reimbursement for Part-Time Employees	Maximum Reimbursement for Part-Time Employees for non-college accredited courses and others as listed above
30-34.9 hours	\$750.00	\$225.00
25-29.9 hours	\$625.00	\$190.00
20-24.9 hours	\$500.00	\$150.00
10-19.9 hours	\$250.00	\$100.00

Personal Leave Proration

Effective the first pay period of payroll calendar year 2023, 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.

Scheduled Work Hours per Week	Benefit Level	Hours of Personal Leave
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 2023, 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.

Bereavement Leave

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

Jury Duty

If an employee is released by the court at 1:00 pm or earlier, the IBEW-represented employee will report to duty for work and work the balance of their shift. If the employee does not return to work after being released at 1:00 pm or earlier, the employee will receive no pay from the City but will be entitled to keep the jury fee.

Unclassified Temporary Electrician Agreement

The parties agreed to extend the time an Unclassified Temporary Electrician could work for the City from six months to two years.

Recruitment and Retention Issues Side Letter

Apprenticeship Program

The City and IBEW agree that IBEW will lead and sponsor an apprenticeship program for the Electricians and Industrial Electricians. The parties agree that any discussions regarding the apprenticeship program will be concluded by January 1, 2023, unless delayed by a third-party.

Temporary Electrician Agreement

Parties agree that an Unclassified Temporary Electrician may work for the City in this classification for a period of time not to exceed two years or 4,160 hours.

Special Salary Adjustments

In order to bring the following classifications up to approximately 100% of market, including the addition of prevailing wage to the comparable public jurisdictions used, the City and IBEW agree that employees in Electrician, Industrial Electrician, and Instrument Control Technician Series will receive a special on-going 5% pensionable base wage increase. This will result in an increase to the top and bottom of the salary range for employees in the classifications noted above. These classification changes will be effective a pay period in August 2022.

The parties further agree, that in the event there becomes a recruitment and retention issue in the Communications Installer/Technician classification series during the term of the successor MOA, the parties will agree to meet to discuss ways to address those issues.

City Paid Family Leave Pilot Project

Effective as soon as practicable, employees in IBEW will participate in 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 week consisting of up to 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 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.

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- This pilot program will expire on June 30, 2023.

Calculation of Overtime Side Letter The parties agreed to extend the calculation of overtime side letter through June 30, 2024.

EVALUATION AND FOLLOW-UP

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

CLIMATE SMART SAN JOSE

The recommendation in this memorandum 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 in advance of the June 28, 2022 City Council meeting.

COORDINATION

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

COMMISSION RECOMMENDATION/INPUT

This agreement was not coordinated with any board or commission.

COST SUMMARY/IMPLICATIONS

The cost of the 3.00% general wage increase effective June 26, 2022, and 4.50% general wage increase effective on July 10, 2022, is approximately \$700,000 in all funds, of which \$225,000 is in the General Fund. The one-time lump sum bonus in-lieu of retroactivity is approximately \$168,000 in all funds, of which \$55,000 is in the General Fund, based on actual employees currently represented by IBEW. In addition, the one-time \$1,000 lump sum non-pensionable COVID-19 payment will cost approximately \$56,000 in all funds, of which \$18,500 is in the

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General Fund, based on actual employees currently represented by IBEW. These increases will be offset by a decrease in the Salaries and Benefits Reserve within the General Fund, from individual Unrestricted Ending Fund Balances or alternative reserve offsets within Special Funds, and/or included in various project expenditure appropriations budgeted within Capital Funds, as appropriate.

The ongoing increased cost of the 3.0% general wage increase effective the first full pay period of Fiscal Year 2023-2024 is approximately \$300,000, of which \$95,000 is in the General Fund. The ongoing increased costs will be factored into the annual development of the 2023-2024 Base Budget.

The ongoing increased cost of the 5% classification salary adjustments for the Electrician, Industrial Electrician, and Instrument Control Technician Series is approximately \$244,000, of which \$58,000 is in the General Fund. These increases will be offset by a decrease in the Salaries and Benefits Reserve within the General Fund, from individual Unrestricted Ending Fund Balances or alternative reserve offsets within Special Funds, and/or included in various project expenditure appropriations budgeted within Capital Funds, as appropriate. These ongoing increased costs will be factored into the annual development of the 2023-2024 Base Budget.

The ongoing costs for the increases related to paid parental leave is approximately \$13,000 and will be absorbed within department's existing budgets.

The ongoing costs related to shift differential, Electrician Certification Incentive, meal allowance, and protective footwear is approximately \$58,700 and will be absorbed within departments' existing budgets.

It is not anticipated that the continuation of the side letter regarding the Calculation of Overtime will create any new cost implications as this is currently ongoing.

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
Director of Human Resources

For questions, please contact Cheryl Parkman, Assistant to the City Manager, at (408) 535-8152.

Attachment A – IBEW Tentative Agreement

**2021 CITY OF SAN JOSE – IBEW 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 IBEW effective June 26, 2022. 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 June 26, 2022, following union ratification and Council approval in open session.

A prorated lump sum shall be paid to part-time employees who were employed in an IBEW represented position on May 11, 2021, and still employed in an IBEW represented position effective June 26, 2022, following union ratification and Council approval in open session. The proration is 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

Effective June 26, 2022, the salary ranges for classifications assigned to IBEW shall be increased by approximately 3.00%.

In lieu of receiving a general wage increase retroactive to Fiscal Year 2021-2022, full-time employees holding positions in classifications assigned to IBEW shall receive a one-time lump sum, non-pensionable payment equal to \$3,000. This one-time lump sum, non-pensionable payment shall be paid in the pay period that begins July 10, 2022. 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 27, 2021, and must still be employed in an IBEW represented position effective the pay period following ratification and City Council approval through the entirety of the pay period in which the lump sum payment is made.

- Fiscal Year 2022-2023

4.50% general wage increase effective Fiscal Year 2022- 2023. Effective July 10, 2022, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.50%.

- Fiscal Year 2023-2024

3.00% general wage increase effective Fiscal Year 2023- 2024. Effective June 25, 2023, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.00%.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

PREMIUM PAY

- Shift Differential – (See Attached)
- Electrician Certification Incentive – (See Attached)

SPECIAL PAYS

- Meal Allowance – (See Attached)
- Protective Footwear – (See Attached)
- Education and Professional Incentives – (See Attached)
- Personal Leave – (See Attached)

LEAVES

- Bereavement Leave – (See Attached)
- Jury Duty – (See Attached)

UNION MEMBERSHIP

- Dues Deductions – (See Attached)
- Maintenance of Membership – (See Attached)
- New Employee Orientation – (See Attached)

HOUSEKEEPING

- Housekeeping – (See Attached)

SIDE LETTER AGREEMENTS

- Unclassified Temporary Electricians Agreement – (See Attached)
- Electrician, Industrial Electrician and Instrument Control Technician Series Recruitment and Retention Side Letter – (See Attached)
- Paid Parental Leave – (See Attached)
- Calculation of Overtime – (See Attached)


** This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by 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:

FOR THE UNION:

 6/9/2022


Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

 06/07/22

Long Vu Date
Business Agent
IBEW 332

 6/9/2022

Cheryl Parkman Date
Assistant to the City Manager
Office of Employee Relations

 6-7-2022

Frank Crusco Date
Chief Steward
IBEW

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

SHIFT DIFFERENTIAL

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 (\$2.00) ~~1.55~~ 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 (\$2.35) ~~1.75~~ 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.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

Electrician Certification Incentive

5.19 Electrician Certification Pay. Effective as soon as practicable, employees in the Electrician I/II and Industrial Electrician 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.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

MEAL ALLOWANCE

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

2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

PROTECTIVE FOOTWEAR

- 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.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

EDUCATION AND PROFESSIONAL INCENTIVES

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>

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

PERSONAL LEAVE

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 24~~46~~ 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 2023, 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 2023, 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.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

BEREAVEMENT LEAVE

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.

2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

Jury Duty

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.

- 5.10.1 Jury Selection Process and Jury Impanelment. Employees assigned to a Monday through Friday day shift which includes all employees regularly assigned to work any shift scheduled to begin between 6:00 a.m. and 1:59 p.m. shall be subject to the following for both the jury selection process and jury impanelment:
1. 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.~~If the employee spends five or more hours in either the selection process or jury impanelment, the employee need not return to work. For this, the employee receives the regular base pay for that shift and shall pay to the City the amount received from the court, excluding mileage.~~
 2. 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. ~~If the employee spends less than five hours in either the selection or jury impanelment processes, they must report to work and complete their shift, minus the time spent in the selection process. For this, the employee will receive their regular base pay rate for that shift and shall pay to the City the amount received from the court, excluding mileage.~~
 3. 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.~~If the employee spends less than five hours in either the selection or jury impanelment processes and does not return to work, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee. With prior approval from the employee's supervisor, the employee shall be paid for the employee's entire shift provided that the employee shall be permitted to take accrued compensatory time or available vacation time in an amount equal to the number of hours remaining on the employee's shift after the employee's release by the court.~~
 4. Employees are not eligible for overtime due to time spent in the jury selection process or jury impanelment.

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

DUES DEDUCTIONS

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 twenty-one fourteen (21-14) 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.

2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

Agency Fee

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~~

2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

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

~~The amount of the Union's dues and the agency fee;~~

~~The percentage of the agency fee amount that is attributable to chargeable expenditures and the basis for this calculation;~~

~~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:~~

~~The United Way; or~~

~~Combined Health Appeal (C.H.A.); or~~

~~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.~~

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

MAINTENANCE OF MEMBERSHIP

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.~~

~~20.4 The Organization 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 the application of or implementation of the provisions of this Article.~~

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

NEW EMPLOYEE ORENTATION

ARTICLE 35 NEW EMPLOYEE ORIENTATION

The City shall provide designated IBEW representative(s) reasonable access (up to 30 minutes) 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.

2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

HOUSEKEEPING

5.4 Working in a Higher Classification

- 5.4.1 Upon specific assignment by the Department Director, or the designated representative, an employee may be required to perform the duties of a higher classification. Such assignments shall be made only to existing authorized positions, which are not actively occupied due to the temporary absence of the regularly appointed employee.
- 5.4.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least one-five percent (5%) higher than the rate received by the employee in the employee's present class, provided, however, that the employee shall not receive any compensation unless the assignment is for four (4) hours or longer. In such event, the employee shall be compensated as provided above for the entire shift. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification.
- 5.4.3 As an alternative to making appointments to a vacant position, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed six (6) months. The employee will be compensated in accordance with section 5.43.2. At the expiration of the period of assignment, the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status. Department Directors are encouraged to review all situations wherein employees are working in a higher class to determine if those functions are necessary to the organization and should be continued. If the functions are no longer necessary, the position should be eliminated. This shall apply to employees who are represented by the IBEW.

5.5 Supervising Temporary Electricians

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

- 5.5.1 When two or more temporary unclassified Electricians, pursuant to the Temporary Electrician Agreement in effect between the City of San Jose and IBEW, are working on the same project, the Department Director or designee shall designate a "lead" worker for the project.
- 5.5.2 In the event the Department Director or designee assigns "lead" worker duties to an Electrician over a temporary Electrician, the employee shall be eligible for higher class pay for time spent actually performing those duties at the rate in IBEW MOA July 1, 2017 – June 30, 2021 Page 4 the salary range of the higher class which is approximately one (1) salary rate (step) higher than the rate received by the employee in the employee's present class, provided, however, that the employee shall not receive any compensation unless the assignment is

**2021 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

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

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

ARTICLE 32 ADVANCE NOTICE

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

32.1.1 When a Department makes a policy change that impacts wages, hours, or terms and conditions of employment, that policy change should first be sent to the Office of Employee Relations for review prior to implementation. Once reviewed by Employee Relations, pursuant to Article 32.1, said changes should be provided to the Union for review.

SIDE LETTER AGREEMENT

BETWEEN

CITY OF SAN JOSE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 332

UNCLASSIFIED TEMPORARY ELECTRICIANS

An unclassified temporary electrician classification shall be created. Employees in this classification will be unrepresented non-management employees and shall be subject only to the terms and conditions contained in this Agreement.

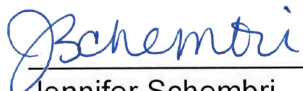
Unclassified temporary electricians shall be excluded from any and all terms of the Memorandum of Agreement between the City of San Jose and International Brotherhood of Electrical Workers, Local No. 332. Unclassified temporary electricians shall be excluded from all terms of the Agreement between the National Electrical Contractors Association - Santa Clara Valley Chapter and Local Union No. 332, IBEW, except as specifically referenced in this Agreement.

1. Unclassified Temporary electricians are temporary employees and as such shall serve as at-will employees hired to temporary positions to supplement the regular work force, and are not intended to displace regular civil service employees.
2. In the event a regular City of San Jose Civil Service electrician is laid off from City service, the City will provide those individuals with priority in assignments as unclassified temporary electricians.
3. An unclassified temporary electrician hired pursuant to this Agreement may work for the City in this classification for a period of time not to exceed two (2) years or 4,160 hours.
4. Employees in this classification will have no property rights to continued employment. In order to be hired as a regular City of San Jose civil service employee, an unclassified temporary electrician must be hired in accordance with the civil service employment process applicable to classified positions.
5. The hiring Process for this classification shall be as follows:
 - 5.1 City departments providing electrical services will contact the IBEW Local No. 32 office and define the type of skills required and the duration/number of hours expected for the project.
 - 5.2 IBEW Local No. 332 will provide a qualified Journeyman Wireman who is available to work.

- 5.3 The City shall have the right to reject any individual sent by IBEW Local No. 332 if an individual is rejected by the City, the Local No. 332 office shall then promptly provide an alternate qualified individual.
 - 5.4 If the individual provided by IBEW Local No. 332 is acceptable to the City, before performing work the individual shall complete the appropriate forms in order to be appointed to the unclassified temporary electrician classification.
 - 5.5 Upon the request of the City, IBEW Local No. 332 shall make a list of the names of eligible employees available for review at the Union office.
6. The hourly wage of the unclassified temporary electrician classification shall be equivalent to the current hourly rate of a Journeyman Wireman ("White" Classification) Specified in the Agreement between the National Electrical Contractors Association – Santa Clara Valley Chapter and Local Union No. 332, IBEW.
- 6.1 Overtime compensation shall be provided in accordance with the Fair Labor Standards Act.
 - 6.2 Employees shall be paid by the City for hours worked in accordance with the City's established bi-weekly payroll procedures.
7. The City shall make contributions to the following IBEW Local Union #332 funds:
- IBEW Health and Welfare Trust
 - IBEW Local Union #332 Pension Trust
 - National Electricians Benefits Fund
 - National Electricians Contractor's Association
- 7.1 The City's contributions to these funds on behalf of employees in this classification shall be based upon the number of hours worked.
 - 7.2 The hourly rate for such benefits shall be the current hourly rate for such benefits applicable to Journeyman Wireman ("White" classification) specified in the Agreement between the National Electrical Contractors Association – Santa Clara Valley Chapter and Local Union No. 332, IBEW.
 - 7.3 The City shall make combined contributions to the funds specified in section 7 above. The City will forward contributions to the IBEW Local Union #332 office which shall disburse such payments into each fund.
8. The City will not collect or pay union dues or any other fees or charges related to unclassified temporary electricians not specified in this Agreement.


9. The Unclassified temporary electrician shall not be eligible to receive any City benefits, or participate in any City – sponsored benefit programs except that, in lieu of Social Security, employees in this classification shall participate in the City's PTC 457 Plan. The City will make all appropriate deductions and/or contributions required under State and/or Federal law regulation.
10. IBEW Local Union No. 332 shall provide the City of San Jose Office of Employee Relations with any amendments, changes of wage and/or benefit rates, updates, revisions or other modifications to their Agreement with the National Electrical Contractors Association – Santa Clara Valley Chapter on or before the effective date of that amendment, change of wage and/or benefit rate, update, revision or modification. The City shall implement any applicable modifications within 30 days of receipt and shall not be responsible for any retroactive adjustment.
11. A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. If an employee in this classification wishes to file a grievance, the employee shall follow the grievance procedure contained in the Personnel Administrative Manual section 15.02.5 – Grievances.
12. This Agreement will be reviewed annually upon request of either party, and may be discontinued by either party upon forty-five (45) day advance written notice.

FOR THE CITY:

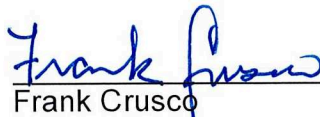
 6/9/2022

Jennifer Schembri Date
Director of Employee Relations
Director of Human Resources

FOR THE EMPLOYEE ORGANIZATION:

 06/07/22

Long Vu Date
IBEW, Local 332

 6-7-2022

Frank Crusco Date
IBEW, Local 332

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

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

RECRUITMENT AND RETENTION ISSUES

The City and IBEW agree to the following in order to address the recruitment and retention issues within certain classifications represented by IBEW.

Apprenticeship Program

The City and IBEW agree that IBEW will lead and sponsor an apprenticeship program with the City for the Electrician and Industrial Electrician series, wherein IBEW will serve as the lead educational partner of the apprenticeship program. The parties understand that approval for IBEW's participation in the apprenticeship program must be sought from a third-party educational partner the National Electrical Contractors Association (NECA). The parties agree that any discussions regarding the apprenticeship program will be concluded by January 1, 2023, unless delayed by a third-party.

Temporary Electrician Agreement

In order to help supplement services on a temporary basis, the parties agree that an Unclassified Temporary Electrician hired pursuant to the Agreement between IBEW and the City will may work for the City in this classification for a period of time not to exceed two (2) years of 4,160 hours. This is an extension from the current 6-month limitation. Please refer to the updated Unclassified Temporary Electricians Agreement.

Special Salary Adjustments

In order to bring the following classifications up to approximately 100% of market, including the addition of prevailing wage to the comparable public jurisdictions used, the City and IBEW agree that employees in Electrician, Industrial Electrician, and Instrument Control Technician Series will receive a special on-going 5% pensionable base wage increase. This will result in an increase to the top and bottom of the salary range for employees in the classifications noted above. These classification changes will be effective a pay period starting in August 2022.

The parties further agree, that in the event there becomes a recruitment and retention issue in the Communications Installer/Technician classification series during the term of the successor Memorandum of Agreement, the parties will agree to meet to discuss ways to address those issues.

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:



Cheryl Parkman
Assistant to the City Manager, OER

6/9/2022

Date

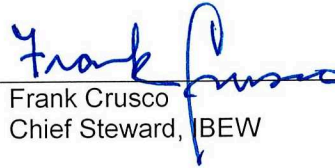
FOR THE EMPLOYEE ORGANIZATION:



Long Vu
Business Agent, IBEW

06/07/22

Date



Frank Crusco
Chief Steward, IBEW

6-07-2022

Date

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.

- An employee shall only be eligible for one instance of City-Paid Parental Leave per unique birth, adoption, or foster care placement, regardless of whether a twelve (12) month rolling period would cross multiple payroll calendar years.
 - **Example:** An employee experiences a birth, adoption, or foster care placement on September 23, 2022.

The employee will be eligible for a maximum total of forty (40) hours of continuous paid time off and will be eligible to use a maximum total of one-hundred and twenty (120) hours of their accrued sick leave balances.

If the employee has used a portion or all of their City-Paid Parental Leave prior to the end of Payroll Calendar Year 2022, the portion that was used shall not be refreshed and shall not be available for use in Payroll Calendar Year 2023, as the employee is eligible for a maximum total of forty (40) hours of continuous paid time off per unique birth, and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons per unique birth.

- In situations of one birth with multiple children (e.g. twins), or where multiple children are adopted or are placed in the foster care of an employee at the same time, this shall be treated as one event.
- An employee shall be eligible for a maximum of one instance of City-Paid Parental Leave per payroll calendar year.
 - **Example:** An employee who experienced a qualifying event in January 2022, and a second qualifying event in October 2022.

In this situation, the employee would be eligible for a maximum of 40 hours of continuous paid time off and will be eligible to use a maximum of 120 hours of their accrued sick leave balances for their January 2022 qualifying event.

The employee would need to wait until Payroll Calendar Year 2023 in order to receive their City-Paid Parental Leave for their October 2022 qualifying event, and would only be eligible to receive this benefit if they had not returned to work prior to its usage.

- 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.

The provisions contained in this Side Letter will expire on June 30, 2023.

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:

 6/9/2022

Cheryl Parkman Date
Assistant to the City Manager, OER

FOR THE UNION:



Long Vu Date
Business Agent, IBEW

06/07/22



Frank Crusco Date
Chief Steward, IBEW

6-7-2022

SIDE LETTER AGREEMENT

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

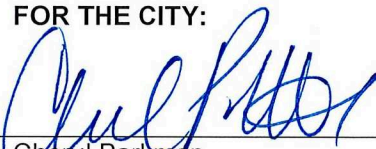
Calculation of Overtime

The City and IBEW agree to extend the Side Letter Agreement reached as part of the negotiations over the 2017 – 2021 Memorandum of Agreement that included the following language related to the calculation of overtime.


- Paid time off (excluding sick leave) shall continue to 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 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. This Side Letter Agreement shall remain effective only during the term of the 2021-2024 IBEW MOA and shall expire on June 30, 2024.

FOR THE CITY:


Cheryl Parkman
Assistant to the City Manager, OER
6/9/2022
Date

FOR THE EMPLOYEE ORGANIZATION:


Long Wu
Business Agent, IBEW
06/07/22
Date


Frank Crusco
Chief Steward, IBEW
6-7-2022
Date