

3.5 Approval of the Terms of an Agreement with the International Brotherhood of Electrical Workers, Local 332 (IBEW) for the Term of July 1, 2024 through June 30, 2027.

Recommendation:

Adopt a resolution approving the terms of a collective bargaining agreement between the City of San José and the International Brotherhood of Electrical Workers, Local 332 (IBEW) for the term of July 1, 2024, through June 30, 2027, and authorizing the City Manager or her designee to execute an agreement with those terms.

CEQA: Not a Project, File No. PP17-010, City Organizational and Administrative Activities resulting in no changes to the physical environment. (City Manager)



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: May 7, 2024

Approved

Date

Jennifer Schembri

5/8/24

SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332 (IBEW) FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2027

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City of San José and the International Brotherhood of Electrical Workers, Local 332 (IBEW) for the term of July 1, 2024 through June 30, 2027, and authorizing the City Manager or her designee to execute the agreement with those terms.

SUMMARY AND OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City and IBEW and authorize the City Manager or her designee to execute an agreement with a term of July 1, 2024 through June 30, 2027.

BACKGROUND

The City of San José's collective bargaining agreement with IBEW will expire on June 30, 2024. IBEW currently represents approximately 80 full-time equivalent positions. This unit includes employee job classifications such as Electrician, Senior Electrician, Electrician Supervisor, Industrial Electrician, Senior Industrial Electrician, Industrial Electrician Supervisor, Instrument Control Technician, and Instrument Control Supervisor.

In January 2024, negotiations with IBEW on a successor agreement commenced, and on or about April 24, 2024, the City and IBEW reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement between the City and IBEW.

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The Tentative Agreement on a successor Memorandum of Agreement is pending ratification by the IBEW membership. IBEW will notify the City of the ratification results prior to the May 21, 2024 City Council meeting.

ANALYSIS

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

Term July 1, 2024 through June 30, 2027

Pensionable General Wage Increase Fiscal Year 2024-2025
6.00% general wage increase effective June 23, 2024, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by 6.00%. This will result in both the top and bottom step of the pay range being increased by approximately 6.00%.

Fiscal Year 2025-2026
4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.00%. This will result in both the top and bottom step of the pay range being increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 1.00%. This will result in both the top and bottom step of the pay range being increased by approximately 1.00%.

Fiscal Year 2026-2027
3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.50%. This will result in both the top and bottom step of the pay range being increased by approximately 3.50%.

If the revised Five-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, for employee holding positions in classifications assigned to IBEW shall be 4.00%.

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Shift Differential Effective June 23, 2024, swing shift differential shall be increased from \$2.00 to \$2.25 per hour and the graveyard shift differential will be increased from \$2.35 to \$2.50 per hour.

Meal Allowance Effective June 23, 2024, meal allowance is \$20.00.

Protective Footwear For Fiscal Year 2024-2025, the protective footwear voucher is increased to \$300. For Fiscal Year 2025-2026, the voucher shall be increased to \$325.

Health-In-Lieu Effective as soon as practicable on or after June 23, 2024, employees who qualify for and participate in the payment-in-lieu of health insurance program will receive \$102.00 per pay period for single rate (currently \$89.09).

City-Paid Parental Leave For eligible births, adoptions, or foster care placements that occur on or after January 1, 2024, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off 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.

For the period of January 1, 2024, through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-Paid Parental Leave hours as provided for herein may only be used on a prospective basis.

Electrician Certification Pay Effective June 23, 2024, employees in the Electrician I/II, Senior Electrician, Electrician Supervisor, Industrial Electrician, Senior Industrial Electrician, or Industrial Electrician Supervisor classification who possess a California State General Electrician certification shall be eligible for 3% electrician certification incentive to their base salary, each bi-weekly pay period.

Side Letter Extension – Calculation of Overtime Paid time off (excluding sick leave) shall continue to be considered time worked for the purpose of calculating eligibility for overtime through June 30, 2027.

EVALUATION AND FOLLOW-UP

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

COST SUMMARY/IMPLICATIONS

The cost of the 6.00% general wage increase effective June 23, 2024 is approximately \$700,000 in all funds, of which \$215,000 is in the General Fund. These total increased costs will be offset by a decrease in the Salaries and Benefits Reserve or an alternative funding source; the recommended budget actions will be brought forward for City Council approval as part of a future 2024-2025 budget process. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board, which would occur at the earliest in Fiscal Year 2025-2026. The ongoing costs will be factored into the annual development of the Base Budget.

The ongoing costs related to shift differential, health-in-lieu, meal allowance, and protective footwear is approximately \$3,000 in all funds, of which approximately \$1,000 is in the General Fund. The ongoing costs related to the Electrician Certification pay is approximately \$56,300 in all funds, of which approximately \$17,300 is in the General Fund. These costs incurred in Fiscal Year 2024-2025 will be absorbed within the departments' existing budgets. The ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 4.00% general wage increase effective Fiscal Year 2025-2026, and the additional 1.00% general wage increase effective January 2026 is approximately \$625,000 in all funds, of which \$192,000 is in the General Fund. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2026-2027. The ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 3.50% general wage increase effective Fiscal Year 2026-2027 is approximately \$456,000 in all funds, of which \$140,000 is in the General Fund. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2027-2028. These ongoing costs will be factored into the annual development of the Base Budget.

COORDINATION

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

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PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the May 21, 2024 City Council meeting.

COMMISSION RECOMMENDATION AND INPUT


No commission recommendation or input is associated with this action.

CEQA

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

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.



JENNIFER SCHEMBRI
Director of City Manager's Office of
Employee Relations
Director of Human Resources

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

Attachment – IBEW Tentative Agreement

**2024 CITY OF SAN JOSE- IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

TERM

- July 1, 2024- June 30, 2027

WAGES

- Fiscal Year 2024-2025

6.00% general wage increase effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 6.00%.

- Fiscal Year 2025-2026

4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026. Effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 1.00%.

- Fiscal Year 2026-2027

3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027. Effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, the general wage increase effective the first full pay period of Fiscal Year 2026-2027, for employees holding positions in classifications assigned to IBEW shall be 4.00%.

WAGES AND SPECIAL PAY

- Shift Differential (See Attached)
- Protective Footwear (See Attached)
- Meal Allowance (See Attached)
- Electrician Certification Pay (See Attached)

BENEFITS

- Health in Lieu for Single Only (See Attached)

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – SHIFT DIFFERENTIAL

City Proposed Language:

5.3 Shift Differential

- 5.3.1 Employees regularly assigned to work a swing shift, as defined herein, shall be paid a shift differential of two dollars ~~and twenty-five cents~~ (\$2.~~00~~~~25~~) 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 two dollars and ~~thirty-five~~~~fifty~~ cents (\$2.~~35~~~~50~~) 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.
- 5.3.4 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.
- 5.3.5 Employees shall continue to be paid such shift differential while on vacation, compensatory time and/or personal leave of forty (40) consecutive hours or longer as though such person had continued to work his/her regularly assigned swing or graveyard shift during the period of vacation. City observed holiday hours may be credited towards meeting the 40 consecutive hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO IBEW – PROTECTIVE FOOTWEAR

City Proposed Language:

5.16 Protective Footwear

The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to ~~\$220.00~~\$300.00 -for employees in Fiscal Year 2024-2025 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Effective Fiscal Year 2025-2026, the voucher shall be up to \$325.00. 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. 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.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – MEAL ALLOWANCE

City Proposed Language:

5.15 Meal Allowance

In the event an employee is assigned to work two consecutive shifts, the City shall provide the employee with \$~~14~~20.00 as a meal allowance.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – ELECTRICIAN CERTIFICATION PAY

City Proposed Language:

5.19 Electrician Certification Pay

Effective as soon as practicable, employees in the Electrician I/II, and Senior Electrician, Electrician Supervisor, —Industrial Electrician, Senior Industrial Electrician or Industrial Electrician Supervisor classification who possess a California State General Electrician certification shall be eligible for a 34% 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.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO IBEW – PAYMENT IN-LIEU HEALTH AND
DENTAL INSURANCE**

City Proposed Language:

5.6.5 Payment-in-Lieu of Health and/or Dental Insurance Program

5.6.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective as soon as practicable in Fiscal Year 2024-2025, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided in section 5.6.5.2. Effective January 1, 2016, payment in lieu of health and/or dental insurance will have a 4 tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment in lieu amounts will be adjusted effective the first pay period in the payroll calendar year 2016, which starts December 20, 2015.

5.6.5.2 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

Health Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	\$89.09 <u>102.00</u>	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

5.6.5.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, a new employee must attest that the employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an

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employee who has a life qualifying event must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.6.5.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period, or within thirty (30) days of a qualifying event ~~(as defined in the Human Resources Handbook)~~ occurring anytime during the year. Employees who miss the thirty (30) day time limit after a qualifying event will be required to wait until the next open enrollment period to enroll in the payment-in-lieu program. Enrollment in the payment-in-lieu insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.6.5.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced workweek of less than thirty-five (35) regular hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.6.5.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

5.6.5.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Reenrollment in the plan shall be in accordance with the carriers' enrollment procedures.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
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5.6.5.6.1 Dental Insurance. To enroll in a City dental insurance plan following the loss of alternative coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO IBEW – CITY-PAID PARENTAL LEAVE

City Proposed Language:

ARTICLE xx

City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent, and the following will be incorporated into the City's Administrative Policy Manual:

For eligible births, adoptions, or foster care placements, that occur on or after January 1, 2024, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off 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.

- For the period of January 1, 2024 through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-paid parental leave hours as provided herein may only be used on a prospective basis.

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 child.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – OVERPAYMENTS OF COMPENSATION

ARTICLE XX OVERPAYMENTS OF COMPENSATION

xx.x When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

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

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

ARTICLE 1 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective July 1, ~~2024~~2024, except where otherwise provided, and shall remain in effect through June 30, ~~2024~~2027. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held-scheduled~~ no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO IBEW – HOUSEKEEPING – INCORPORATION OF
LUNAR NEW YEAR SIDE LETTER**

ARTICLE 16 HOLIDAYS

16.1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days and on no other day, during the term of this Agreement:

16.1.1	New Year's Day	Indigenous People's Day
	Martin Luther King Day	Veterans Day
	<u>Lunar New Year</u>	Thanksgiving Day
	President's Day	Day After Thanksgiving
	Cesar Chavez Day	Christmas Eve Day
	Memorial Day	Christmas Day
	Juneteenth	<u>New Year's Eve Day</u>
	Independence Day	
	Labor Day	

ARTICLE 17 VACATIONS AND 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)~~ thirty-two (32) hours per payroll calendar year, eight (8) hours of which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. 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 24-32 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)~~ sixteen (16) hours in the payroll calendar year in which they were hired.

17.4.2 ~~Effective the first pay period of payroll calendar year 2023, a~~ 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%	<u>24-32</u> hours
30-34.9 hours per week	75%	<u>48-24</u> hours
25-29.9 hours per week	62.5%	<u>45-20</u> hours

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20-24.9 hours per week	50%	42-16 hours
Less than 20 hours per week	Unbenefited	None

- 17.4.3 ~~Effective the first pay period of payroll calendar year 2023, a~~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.

**2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO IBEW – HOUSEKEEPING - SICK LEAVE

City Proposed Language:

ARTICLE 18 SICK LEAVE

- 18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness of the employee's child, mother, father, spouse, or domestic partner registered with the Department of Human Resources.

Up to a total of 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, stepchild, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING - BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 23 BEREAVEMENT LEAVE

23.1 Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative. The days of bereavement leave need not be consecutive. 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. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~30 calendar days~~three (3) months following the death of an eligible person. Under extreme circumstances, the ~~30-day~~3-month 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 herein above to the contrary notwithstanding, no such employee shall be granted entitled to compensation for Bereavement Lleave 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.

2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING – CITY HEALTHCARE PROGRAM

The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018 and signed by IBEW on July 23, 2018, related to the City Healthcare Program.

City Proposed Language:

5.6 Health Insurance Coverage

5.6.1 All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

5.6.2 **Medical Insurance Provider with the Highest Overall Employee Enrollment.** The City pays eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO-Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment, ~~the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO plan.~~

~~The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by IBEW in addition to the existing plan options~~

5.6.3 **Medical Insurance Provider with Second Highest Overall Employee Enrollment.** The City will pay ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment.

5.6.4 Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

5.6.5 If a full-time employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO Co-Pay Plan.

5.6.6 **Default Healthcare Plan.** New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time position eligible for benefits on or after July 15, 2018, who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the Deductible plan offered by the medical insurance

2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

5.7 Dental Insurance

- 5.7.1 The City will ~~provide-offer~~ dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity plan~~ a PPO and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available. ~~A copy of this document shall be available upon request in the Human Resources Department.~~ All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

The City will provide dental coverage in the lowest priced plan for eligible full-time employees and their dependents. If an employee selects a plan other than the lowest priced plan the City will pay ninety-five percent (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan. ~~As of the date of this agreement the plans include an indemnity plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook. A copy of this document shall be available in the Human Resources Department.~~

- 5.7.1.1 ~~All active, eligible, full-time employees and their eligible dependents that are enrolled in the Delta Dental Plan will receive a lifetime maximum benefit of \$2,000 for orthodontic coverage. Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.~~

- 5.7.1.2 ~~Each active, eligible, full-time employee and eligible dependents that are enrolled in the Delta Dental Plan shall receive annual maximum coverage of \$1500.00. Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San Jose Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.~~

- 5.7.2 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

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

Electrician Apprenticeship Program

The City and the International Brotherhood of Electrical Workers, Local 332 (IBEW) agree that the Electrician Apprenticeship Program shall commence as soon as possible. The City and IBEW agree to continue meeting with the Electrical Training Alliance of Silicon Valley (ETA) Joint Apprenticeship and Training Committee for the purpose of utilizing the ETA as the Lead Educational Agency to establish and implement the City's Electrician Apprenticeship Program effective as soon as practicable.

In the event that the ETA Joint Apprenticeship and Training Committee declines the City and IBEW's proposal to act as the Lead Educational Agency for the City's Electrician Apprenticeship Program, the parties agree that the City may select a different agency/provider to serve as the Lead Educational Agency for the City's Electrician Apprenticeship Program. The Lead Educational Agency selected will be at the City's sole discretion, and IBEW, Local 332 will not oppose the establishment of the City's Electrician Apprenticeship Program with the ETA or any other agency/provider.

The special salary adjustment contained in the Recruitment and Retention Issues Side Letter dated June 19, 2022, will continue.


This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IBEW and approved by the City Council.

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:

 4/24/2024

Elsa Cordova Date
Assistant to the City Manager, OER

 4/24/24

Nate Morris Date
Business Representative, IBEW

 4/24/2024

Cheryl Parkman Date
Assistant to the City Manager, OER

SIDE LETTER AGREEMENT EXTENSION

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.

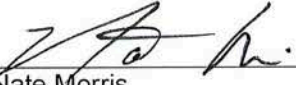
This Agreement is considered part of the Tentative Agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall Tentative Agreement for a successor MOA, when signed by all parties below, ratified by IBEW, and approved by the City Council in open session. This Side Letter Agreement shall remain effective only during the term of the 2024-2027 IBEW MOA and shall expire on June 30, 2027.

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:

 4/24/2024

Elsa Cordova Date
Assistant to the City Manager, OER

 4/24/24

Nate Morris Date
Business Representative, IBEW

 4/24/24

Cheryl Parkman Date
Assistant to the City Manager, OER

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, 2024 – JUNE 30, 2027,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

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, 2024 through June 30, 2027, 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 dated May 7, 2024, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

MATT MAHAN
Mayor

ATTEST:

TONI J. TABER, CMC
City Clerk



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jennifer Schembri

SUBJECT: SEE BELOW

DATE: May 7, 2024

Approved

Date

**SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 332 (IBEW) FOR THE TERM OF JULY 1, 2024, THROUGH
JUNE 30, 2027**

RECOMMENDATION

Adopt a resolution approving the terms of a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers, Local 332 (IBEW) for the term of July 1, 2024, through June 30, 2027, and authorizing the City Manager to execute the agreement with those terms.

SUMMARY AND OUTCOME

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers, Local 332 (IBEW) and authorize the City Manager to execute an agreement with a term of July 1, 2024, through June 30, 2027.

BACKGROUND

The City of San José's collective bargaining agreement with the International Brotherhood of Electrical Workers, Local 332 (IBEW) will expire on June 30, 2024. IBEW currently represents approximately 80 full-time equivalent positions. This unit includes employee job classifications such as Electrician, Senior Electrician, Electrician Supervisor, Industrial Electrician, Senior Industrial Electrician, Industrial Electrician Supervisor, Instrument Control Technician, and Instrument Control Supervisor

In January 2024, negotiations with IBEW on a successor agreement commenced, and on or about April 24, 2024, 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.

May 7, 2024

Subject: Approval of the Term of an Agreement with the International Brotherhood of Electrical Workers, Local 332 (IBEW), for the term of July 1, 2024, through June 30, 2027

Page 2

The Tentative Agreement on a successor MOA is pending ratification by the IBEW membership. IBEW will notify the City of the ratification results prior to the May 21, 2024, City Council meeting.

ANALYSIS

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

Term July 1, 2024, through June 30, 2027

Pensionable General Fiscal Year 2024-2025

Wage Increase 6.00% general wage increase effective June 23, 2024, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by 6.00%. This will result in both the top and bottom step of the pay range being increased by approximately 6.00%.

Fiscal Year 2025-2026

4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.00%. This will result in both the top and bottom step of the pay range being increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 1.00%. This will result in both the top and bottom step of the pay range being increased by approximately 1.00%.

Fiscal Year 2026-2027

3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.50%. This will result in both the top and bottom step of the pay range being increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, for employee holding positions in classifications assigned to IBEW shall be 4.00%

May 7, 2024

Subject: Approval of the Term of an Agreement with the International Brotherhood of Electrical Workers, Local 332 (IBEW), for the term of July 1, 2024, through June 30, 2027

Page 3

Shift Differential	Effective June 23, 2024, swing shift differential shall be increased from \$2.00 to \$2.25 per hour and the graveyard shift differential will be increased from \$2.35 to \$2.50 per hour.
Meal Allowance	Effective June 23, 2024, meal allowance is \$20.00.
Protective Footwear	For Fiscal Year 2024-2025, increase the protective footwear voucher to \$300. For Fiscal Year 2025-2026, the voucher shall be increased to \$325.
Health-In-Lieu	Effective as soon as practicable on or after June 23, 2024, employees who qualify for and participate in the payment-in-lieu of health insurance program will receive \$102.00 per pay period for single rate (currently \$89.09).
City-Paid Parental Leave	<p>For eligible births, adoptions, or foster care placements that occur on or after January 1, 2024, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off 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.</p> <p>For the period of January 1, 2024, through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-Paid parental leave hours as provided for herein may only be used on a prospective basis.</p>
Electrician Certification Pay	Effective June 23, 2024, employees in the Electrician I/II, Senior Electrician, Electrician Supervisor, Industrial Electrician, Senior Industrial Electrician or Industrial Electrician Supervisor classification who possess a California State General Electrician certification shall be eligible for 3% electrician certification incentive to their base salary, each bi-weekly pay period.
Side Letter Extension – Calculation of Overtime	Paid time off (excluding sick leave) shall continue to be considered time worked for the purpose of calculating eligibility for overtime though June 30, 2027.

CONCLUSION

It is recommended that the City Council adopt the Administration's recommendation outlined in this memorandum which would allow the City Manager to execute an agreement with the terms

of a collective bargaining agreement between the City and IBEW with a term effective July 1, 2024, through June 30, 2027.

EVALUATION AND FOLLOW-UP

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

COST SUMMARY/IMPLICATIONS

The cost of the 6.00% general wage increase effective June 23, 2024 is approximately \$700,000 in all funds, of which \$215,000 is in the General Fund. These total increased costs will be offset by a decrease in the Salaries and Benefits Reserve or an alternative funding source; the recommended budget actions will be brought forward for City Council approval as part of a future budget process in 2024-2025. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board, which would occur at the earliest in Fiscal Year 2025-2026. The ongoing costs will be factored into the annual development of the Base Budget.

The ongoing costs related to shift differential, health-in-lieu, meal allowance, and protective footwear is approximately \$3,000 in all funds, of which approximately \$1,000 is in the General Fund. The ongoing costs related to the Electrician Certification Pay is approximately \$56,300 in all funds, of which approximately \$17,300 is in the General Fund. These costs incurred in Fiscal Year 2024-2025 will be absorbed within the departments' existing budgets. The ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 4.00% general wage increase effective Fiscal Year 2025-2026, and the additional 1.00% general wage increase effective January 2026 is approximately \$625,000 in all funds, of which \$192,000 is in the General Fund. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2026-2027. The ongoing costs will be factored into the annual development of the Base Budget.

The cost of the 3.50% general wage increase effective Fiscal Year 2026-2027 is approximately \$456,000 in all funds, of which \$140,000 is in the General Fund. These costs are not inclusive of any potential increase to the Federated City Employees' Retirement System's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Federated Board. The amortized cost of any such additional unfunded liability could be realized beginning in Fiscal Year 2027-2028. These ongoing costs will be factored into the annual development of the Base Budget.

HONORABLE MAYOR AND CITY COUNCIL

May 7, 2024

Subject: Approval of the Term of an Agreement with the International Brotherhood of Electrical Workers, Local 332 (IBEW), for the term of July 1, 2024, through June 30, 2027

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COORDINATION

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

PUBLIC OUTREACH

This memorandum will be posted on the City's website for the May 21, 2024, City Council Meeting.

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

CEQA

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

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.



JENNIFER SCHEMBRI
Director of City Manager's Office of
Employee Relations
Director of Human Resources

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

Attachment – IBEW Tentative Agreement

2024 CITY OF SAN JOSE- IBEW NEGOTIATIONS TENTATIVE AGREEMENT

TERM

- July 1, 2024- June 30, 2027

WAGES

- Fiscal Year 2024-2025

6.00% general wage increase effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 6.00%.

- Fiscal Year 2025-2026

4.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.00%.

1.00% general wage increase effective the first full pay period in January 2026. Effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 1.00%.

- Fiscal Year 2026-2027

3.50% general wage increase effective the first full pay period of Fiscal Year 2026-2027. Effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, the general wage increase effective the first full pay period of Fiscal Year 2026-2027, for employees holding positions in classifications assigned to IBEW shall be 4.00%.

WAGES AND SPECIAL PAY

- Shift Differential (See Attached)
- Protective Footwear (See Attached)
- Meal Allowance (See Attached)
- Electrician Certification Pay (See Attached)

BENEFITS

- Health in Lieu for Single Only (See Attached)

**2024 CITY OF SAN JOSE- IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

LEAVES

- Paid Parental Leave (See Attached)

OTHER

- Overpayments of Compensation (See Attached)
- Period of Memorandum of Agreement (See Attached)

HOUSEKEEPING

- Housekeeping - Incorporation of Lunar New Year Side Letter (See Attached)
- Housekeeping - Sick Leave (See Attached)
- Housekeeping - Bereavement Leave (See Attached)
- Housekeeping - City Healthcare Program (See Attached)

SIDE LETTER

- Electrician Apprenticeship Program
- Calculation of Overtime

CONTINUATION OF SIDE LETTER AGREEMENTS


The Side Letter Agreements listed below will remain in effect through June 30, 2027:

- Unclassified Temporary Electricians Agreement


OTHER TERMS

**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 City Council.*

FOR THE CITY:

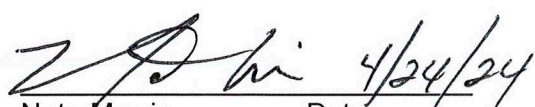


Elsa Cordova Date
Assistant to the City Manager
City of San José



Cheryl Parkman Date
Assistant to the City Manager
City of San Jose

FOR THE UNION:



Nate Morris Date
Business Representative
IBEW

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – SHIFT DIFFERENTIAL

City Proposed Language:

5.3 Shift Differential

- 5.3.1 Employees regularly assigned to work a swing shift, as defined herein, shall be paid a shift differential of two dollars ~~and twenty-five cents~~ (\$2.~~00~~~~25~~) 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 two dollars and ~~thirty-five~~~~fifty~~ cents (\$2.~~35~~~~50~~) 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.
- 5.3.4 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.
- 5.3.5 Employees shall continue to be paid such shift differential while on vacation, compensatory time and/or personal leave of forty (40) consecutive hours or longer as though such person had continued to work his/her regularly assigned swing or graveyard shift during the period of vacation. City observed holiday hours may be credited towards meeting the 40 consecutive hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO IBEW – PROTECTIVE FOOTWEAR

City Proposed Language:

5.16 Protective Footwear

The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to ~~\$220.00~~\$300.00 -for employees in Fiscal Year 2024-2025 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Effective Fiscal Year 2025-2026, the voucher shall be up to \$325.00. 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. 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.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – MEAL ALLOWANCE

City Proposed Language:

5.15 Meal Allowance

In the event an employee is assigned to work two consecutive shifts, the City shall provide the employee with \$~~14~~20.00 as a meal allowance.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO IBEW – ELECTRICIAN CERTIFICATION PAY

City Proposed Language:

5.19 Electrician Certification Pay

Effective as soon as practicable, employees in the Electrician I/II, and Senior Electrician, Electrician Supervisor, —Industrial Electrician, Senior Industrial Electrician or Industrial Electrician Supervisor classification who possess a California State General Electrician certification shall be eligible for a 34% 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.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO IBEW – PAYMENT IN-LIEU HEALTH AND DENTAL INSURANCE

City Proposed Language:

5.6.5 Payment-in-Lieu of Health and/or Dental Insurance Program

5.6.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective as soon as practicable in Fiscal Year 2024-2025, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided in section 5.6.5.2. Effective January 1, 2016, payment in lieu of health and/or dental insurance will have a 4 tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment in lieu amounts will be adjusted effective the first pay period in the payroll calendar year 2016, which starts December 20, 2015.

5.6.5.2 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

Health Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	\$89.09 <u>102.00</u>	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

5.6.5.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, a new employee must attest that the employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

employee who has a life qualifying event must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.6.5.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period, or within thirty (30) days of a qualifying event ~~(as defined in the Human Resources Handbook)~~ occurring anytime during the year. Employees who miss the thirty (30) day time limit after a qualifying event will be required to wait until the next open enrollment period to enroll in the payment-in-lieu program. Enrollment in the payment-in-lieu insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.6.5.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced workweek of less than thirty-five (35) regular hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.6.5.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

5.6.5.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Reenrollment in the plan shall be in accordance with the carriers' enrollment procedures.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

5.6.5.6.1 Dental Insurance. To enroll in a City dental insurance plan following the loss of alternative coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO IBEW – CITY-PAID PARENTAL LEAVE

City Proposed Language:

ARTICLE xx

City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent, and the following will be incorporated into the City's Administrative Policy Manual:

For eligible births, adoptions, or foster care placements, that occur on or after January 1, 2024, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off 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.

- For the period of January 1, 2024 through the effective date of this agreement, no retroactive timecard adjustments will be allowable and any additional City-paid parental leave hours as provided herein may only be used on a prospective basis.

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 child.

City of San José
April 24, 2024

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – OVERPAYMENTS OF COMPENSATION

ARTICLE XX OVERPAYMENTS OF COMPENSATION

xx.x When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

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

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

ARTICLE 1 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective July 1, ~~2024~~2024, except where otherwise provided, and shall remain in effect through June 30, ~~2024~~2027. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held-scheduled~~ no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING – INCORPORATION OF LUNAR NEW YEAR SIDE LETTER

ARTICLE 16 HOLIDAYS

16.1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days and on no other day, during the term of this Agreement:

16.1.1	New Year's Day	Indigenous People's Day
	Martin Luther King Day	Veterans Day
	<u>Lunar New Year</u>	Thanksgiving Day
	President's Day	Day After Thanksgiving
	Cesar Chavez Day	Christmas Eve Day
	Memorial Day	Christmas Day
	Juneteenth	New Year's Eve Day
	Independence Day	
	Labor Day	

ARTICLE 17 VACATIONS AND 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)~~ thirty-two (32) hours per payroll calendar year, eight (8) hours of which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. 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 ~~24-32~~ 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)-sixteen (16)~~ hours in the payroll calendar year in which they were hired.
- 17.4.2 ~~Effective the first pay period of payroll calendar year 2023, a~~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%	24-32 hours
30-34.9 hours per week	75%	48-24 hours
25-29.9 hours per week	62.5%	45-20 hours

City of San José
April 24, 2024
Page 1 of 2

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS
TENTATIVE AGREEMENT**

20-24.9 hours per week	50%	42-16 hours
Less than 20 hours per week	Unbenefited	None

- 17.4.3 ~~Effective the first pay period of payroll calendar year 2023, a~~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.

2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING - SICK LEAVE

City Proposed Language:

ARTICLE 18 SICK LEAVE

- 18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness of the employee's child, mother, father, spouse, or domestic partner registered with the Department of Human Resources.

Up to a total of 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, stepchild, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING - BEREAVEMENT LEAVE

City Proposed Language:

ARTICLE 23 BEREAVEMENT LEAVE

23.1 Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative. The days of bereavement leave need not be consecutive. 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. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~30 calendar days~~three (3) months following the death of an eligible person. Under extreme circumstances, the ~~30-day~~3-month 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 herein above to the contrary notwithstanding, no such employee shall be granted entitled to compensation for Bereavement Lleave 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.

2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO IBEW – HOUSEKEEPING – CITY HEALTHCARE PROGRAM

The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018 and signed by IBEW on July 23, 2018, related to the City Healthcare Program.

City Proposed Language:

5.6 Health Insurance Coverage

5.6.1 All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

5.6.2 **Medical Insurance Provider with the Highest Overall Employee Enrollment.** The City pays eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO-Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment, ~~the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO plan.~~

~~The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by IBEW in addition to the existing plan options~~

5.6.3 **Medical Insurance Provider with Second Highest Overall Employee Enrollment.** The City will pay ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment.

5.6.4 Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

5.6.5 If a full-time employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO Co-Pay Plan.

5.6.6 **Default Healthcare Plan.** New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time position eligible for benefits on or after July 15, 2018, who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the Deductible plan offered by the medical insurance

2024 CITY OF SAN JOSE – IBEW NEGOTIATIONS TENTATIVE AGREEMENT

provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

5.7 Dental Insurance

- 5.7.1 The City will ~~provide-offer~~ dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity plan~~ a PPO and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available. ~~A copy of this document shall be available upon request in the Human Resources Department.~~ All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

The City will provide dental coverage in the lowest priced plan for eligible full-time employees and their dependents. If an employee selects a plan other than the lowest priced plan the City will pay ninety-five percent (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan. ~~As of the date of this agreement the plans include an indemnity plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook. A copy of this document shall be available in the Human Resources Department.~~

- 5.7.1.1 ~~All active, eligible, full-time employees and their eligible dependents that are enrolled in the Delta Dental Plan will receive a lifetime maximum benefit of \$2,000 for orthodontic coverage. Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.~~

- 5.7.1.2 ~~Each active, eligible, full-time employee and eligible dependents that are enrolled in the Delta Dental Plan shall receive annual maximum coverage of \$1500.00. Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San Jose Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.~~

- 5.7.2 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

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

Electrician Apprenticeship Program

The City and the International Brotherhood of Electrical Workers, Local 332 (IBEW) agree that the Electrician Apprenticeship Program shall commence as soon as possible. The City and IBEW agree to continue meeting with the Electrical Training Alliance of Silicon Valley (ETA) Joint Apprenticeship and Training Committee for the purpose of utilizing the ETA as the Lead Educational Agency to establish and implement the City's Electrician Apprenticeship Program effective as soon as practicable.

In the event that the ETA Joint Apprenticeship and Training Committee declines the City and IBEW's proposal to act as the Lead Educational Agency for the City's Electrician Apprenticeship Program, the parties agree that the City may select a different agency/provider to serve as the Lead Educational Agency for the City's Electrician Apprenticeship Program. The Lead Educational Agency selected will be at the City's sole discretion, and IBEW, Local 332 will not oppose the establishment of the City's Electrician Apprenticeship Program with the ETA or any other agency/provider.

The special salary adjustment contained in the Recruitment and Retention Issues Side Letter dated June 19, 2022, will continue.


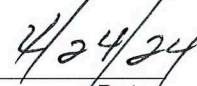
This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IBEW and approved by the City Council.

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:

Elsa Cordova
Assistant to the City Manager, OER
Date

Nate Morris
Business Representative, IBEW
Date

Cheryl Parkman
Assistant to the City Manager, OER
Date

SIDE LETTER AGREEMENT EXTENSION

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.

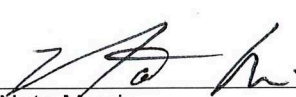
This Agreement is considered part of the Tentative Agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall Tentative Agreement for a successor MOA, when signed by all parties below, ratified by IBEW, and approved by the City Council in open session. This Side Letter Agreement shall remain effective only during the term of the 2024-2027 IBEW MOA and shall expire on June 30, 2027.

FOR THE CITY:


FOR THE EMPLOYEE ORGANIZATION:

 4/24/2024

Elsa Cordova Date
Assistant to the City Manager, OER

 4/24/24

Nate Morris Date
Business Representative, IBEW

 4/24/24

Cheryl Parkman Date
Assistant to the City Manager, OER