CITY OF SAN JOSE AND IBEW
CITY PACKAGE PROPOSAL "B"

PERIOD OF MEMORANDUM OF AGREEMENT

July 1, 2011 – June 30, 2013 (See Attached)

WAGES

See attached

HEALTHCARE COST SHARING

See attached proposal dated March 9, 2011

HEALTHCARE CO-PAYS

See attached proposal dated March 9, 2011

HEALTH AND DENTAL IN LIEU

See attached proposal dated March 9, 2011

HEALTHCARE DUAL COVERAGE

See attached proposal dated March 9, 2011

SIDE LETTERS

- Retirement Benefits for current and new employees (See attached)
- Layoff (See attached)
- Supplemental Retiree Benefit Reserve (SRBR) (See attached)
- Subsidy for Public Transit (See attached)
- Sick Leave Payoff (See attached)
- Contracting Out (See attached)
- Grievance – Fiscal Year 2010-2011 Additional Retirement Contributions (see attached)

DISABILITY LEAVE SUPPLEMENT

See attached proposal dated March 9, 2011

OVERTIME CALCULATION

See attached proposal dated March 9, 2011

REOPENER

In the event that the City reaches a settlement with any other employee unit covering the time period of this Agreement that has an ongoing total compensation reduction of less than ten percent (10%), in any form or manner, this agreement will reopen on the subject of total compensation and the parties will meet and confer to determine how the difference between a 10% ongoing total compensation reduction and the lesser amount agreed to with any other employee unit will be provided.

This provision will also apply in the event the City reaches a settlement which does not include the roll back of any general wage increase (not including any step and/or merit increases), as authorized by the City Council on November 25, 2010, received by any employee unit in Fiscal Year 2010-2011.

This provision will not apply to any changes made to any employee unit which occurs as the result of an interest arbitration award that is the result of contested issues resolved only via a full evidentiary hearing and substantive briefing.

This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.

PERIOD OF MEMORANDUM OF AGREEMENT

Proposed Language:

This Agreement shall become effective July 1, 2011, except where otherwise provided, and shall remain in effect through June 30, 2013. 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 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 language is intended to replace the language in:

- *Article 1 of the IBEW Memorandum of Agreement*

CITY PROPOSAL – WAGES

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

This language is intended to replace the language in:

- *Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.*
- *Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary*
- *The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary*
- *Article 5.1 through Article 5.1.6 of the IBEW Memorandum of Agreement*

Note:

The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.

CITY PROPOSAL – HEALTHCARE COST SHARING

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

This language shall be added under:

- *Article 5.5.1 of the IBEW Memorandum of Agreement (replaces current Article 5.5.1)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

CITY PROPOSAL – HEALTHCARE CO-PAYS

Proposed Language:

Effective pay date July 1, 2011, a $25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

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

This language shall be added under:

- *Article 5.5.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.2)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	$221.84	$19.95
If NOT eligible for family coverage	$89.09	$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

- *Article 5.5.4.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.4.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)*
- *Health and Dental In Lieu Section of the CAMP Compensation Summary*
- *Health and Dental In Lieu Section of the AMSP Compensation Summary*

CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

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

This language shall be added under:

- *Article 5.5.5 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Health Insurance Section of the CAMP Compensation Summary*
- *Health Insurance Section of the AMSP Compensation Summary*
- *Article 5.3.1 of the ABMEI Memorandum of Agreement (replaces Section 5.3.1)*

Proposed Language:

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.

This language shall be added under:

- *Article 5.6.2 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Dental Insurance Section of the CAMP Compensation Summary*
- *Dental Insurance Section of the AMSP Compensation Summary*
- *Article 5.4.1 of the ABMEI Memorandum of Agreement (replaces Section 5.4.1)*

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332 (IBEW)

RETIREMENT REFORM

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or IBEW may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332 (IBEW)

LAYOFF

The City or the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332 (IBEW)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or IBEW may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or IBEW receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332 (IBEW)

SUBSIDY FOR PUBLIC TRANSIT

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or IBEW may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or IBEW receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332 (IBEW)

SICK LEAVE PAYOFF

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to continue meeting and conferring on sick leave payoff (Article 18.2 through 18.5) for current and future employees.

Either the City or IBEW may provide notice to the other of its request to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL NO. 332 (IBEW)

CONTRACTING OUT

The City agrees to meet and confer with IBEW prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers,
Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332 (IBEW)

GRIEVANCE

Effective June 27, 2010, the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agreed to make additional retirement contributions. Per the agreement for Fiscal Year 2010-2011 between the City and IBEW, employees represented by IBEW were to make additional retirement contributions to reduce the City's required retirement contributions as part of a total compensation reduction. As the additional retirement contributions to be made by employees represented by IBEW could not be immediately implemented, the additional retirement contributions were calculated by the City.

As part of the overall agreement on a successor agreement between the City and IBEW, IBEW agrees and hereby waives the right to file any and all grievances and any action, judicial or administrative, which may or may not have heretofore been instituted in regard to or in any way related to the additional retirement contributions as calculated by the City.

This Agreement is tentative and shall become effective only as part of the overall agreement on a successor agreement between the City and IBEW.

FOR THE CITY:

Aracely Rodriguez Date
Office of Employee Relations

FOR IBEW:

Dan Rodriguez Date
International Brotherhood of Electrical Workers, Local No. 332 (IBEW)

CITY PROPOSAL – DISABILITY LEAVE SUPPLEMENT

Effective June 26, 2011, Disability Leave Supplement (DLS) is eliminated. Any employee receiving DLS as of June 25, 2011, will no longer be eligible to receive DLS starting June 26, 2011. Employees will only be eligible to receive Workers' Compensation Temporary Disability.

The following Articles shall be eliminated:

- *Article 19 through Article 19.9.1, and Article 18.1.3.1 through Article 18.1.3.2, of the ABMEI Memorandum of Agreement, in addition to any other changes approved by City Council on April 27, 2010, via the Disability Leave Supplement proposal in the City's Last, Best and Final Offer.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Units 41/42) Memorandum of Agreement.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Disability Leave" in the AMSP Benefit and Compensation Summary.*
- *The section entitled "Disability Leave" in the CAMP Benefit and Compensation Summary.*
- *Article 19 through Article 19.10.1, Article 18.1.2.1, and Article 18.1.2.3 of IBEW Memorandum of Agreement.*

CITY PROPOSAL – OVERTIME CALCULATION

Proposed Language:

6.6 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.

This language is intended to replace the language in:

- *Articles 6.6 through 6.6.1 and 6.10 of the IBEW Memorandum of Agreement*