

Proposal made IFPTE Local 21 to the City of San Jose

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Submitted on: 2/12/2026 @_____

Article [NEW]: Flexible Workplace and Remote Work

Section 1. Purpose and Intent

The City and the Union recognize that flexible workplace arrangements, including remote work, have been a long-standing and effective practice within City operations. The parties agree that limited remote work supports recruitment and retention, employee morale, and the continuity of high-quality public services. The parties further recognize that flexible workplace arrangements reduce the City's workforce carbon footprint and decrease traffic congestion by reducing commute frequency and peak-hour travel. This Article is intended to memorialize established past practice and establish clear, enforceable standards governing flexible workplace arrangements, while preserving the City's ability to meet operational needs.

Section 2. Eligibility and General Standards

- a. Employees may request participation in a Flexible Workplace Agreement, including remote work.
- b. Flexible Workplace Agreements remain subject to supervisory approval based on operational needs, service delivery requirements, and the nature of the employee's duties.
- c. Nothing in this Article guarantees approval for all employees or all classifications. Positions that are primarily customer-facing, field-based, or otherwise operationally incompatible may be excluded in whole or in part.

Section 3. Remote Work Parameters

- a. Consistent with established past practice, eligible employees will work in-person a maximum of three (3) regularly scheduled workdays per week.
- b. Remote work schedules may be consistent or variable, as mutually agreed upon between the employee and supervisor, and may be modified based on operational needs. If an operational need arises that requires an employee to alter their Flexible Workplace Agreement, the Union and the City shall meet and confer in good faith to establish a fair and transparent method to address items on a case-by-case basis.
- c. Remote work does not alter an employee's classification, compensation, benefits, hours of work, or employment status. Employees may request modified schedules (included but not limited to an earlier start time, later start time, split shifts, etc.) for the purpose of meeting childcare, school pick-up/drop-off, or other family caregiving responsibilities. If the modified schedule request is denied, the department shall provide the reason in writing and revisit the decision within thirty (30) days upon employee request.

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Section 4. Approval Process

- a. Requests for Flexible Workplace arrangements shall be submitted in writing and evaluated using job-related criteria.
- b. Approval shall not be unreasonably denied, delayed, or rescinded.
- c. Where a request is denied or rescinded, the supervisor shall provide the employee with a written explanation identifying the operational or performance-based reasons for the decision within ten (10) working days.

Section 5. Performance and Operational Needs

- a. Employees working remotely are expected to meet the same performance standards as on-site employees.
- b. The City has a Flexible Workplace Policy, which governs the rules and procedures regarding approving remote work agreements between the City and employees. If an employee's Flexible Workplace Agreement is revoked due to previously unmet communicated performance concerns, the department shall provide the employee with written performance targets. The employee's performance shall be evaluated over a period of ninety (90) days following the revocation of the Flexible Workplace Agreement.
- c. If the employee has consistently met the performance targets provided by the department over the period of ninety (90) days, then the employee shall be eligible to resume their previously agreed to Flexible Workplace Agreement, absent any operational needs from the department.
- d. Flexible Workplace decisions shall be made on an individualized, case-by-case basis at the department and supervisory level. The City shall not implement Citywide, department-wide, or classification-wide blanket directives that categorically deny, rescind, or restrict Flexible Workplace or remote work arrangements without regard to individual job duties, operational needs, or employee performance.
- e. Any denial, modification, or rescission of an approved Flexible Workplace Agreement must be supported by a documented business or operational justification specific to the employee's position, duties, or work unit. Generalized policy changes, budgetary assertions, or Citywide administrative determinations shall not, standing alone, constitute sufficient justification.
- f. The City agrees that Flexible Workplace Agreements shall not be eliminated or materially altered en masse, and that past practice may not be unilaterally discontinued through policy reinterpretation or administrative action inconsistent with this Article.

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Section 6. Equipment, Timekeeping, and Accountability

- a. City-provided equipment used for remote work remains City property and shall be used solely for City business.
- b. Employees shall accurately record time worked in accordance with applicable MOA provisions and City policies.
- c. Remote work shall not be used as a basis for increased electronic monitoring beyond that applied to onsite employees.

Section 8. Grievability

Disputes arising under this Article, including denial, modification, or rescission of a Flexible Workplace Agreement, shall be subject to the grievance and arbitration provisions of the applicable IFPTE Local 21 MOA.

Section 9. Relationship to City Policy

This Article incorporates relevant operational standards from the City's Flexible Workplace Policy while superseding any policy provisions that conflict with this MOA. Nothing in City policy shall be interpreted to waive bargaining obligations or limit enforceable rights established herein.