

CITY OF SANTA CLARA – IBEW LOCAL 1245 (UNIT 3)
2021 NEGOTIATIONS
TENTATIVE AGREEMENT**

TERM

- December 19, 2021 – December 31, 2025

WAGES

- 2022: 7.5% general wage increase effective calendar year 2022. ~~Effective~~ Retroactively effective the first pay period of calendar year 2022, all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 7.5%.
- 2023: 6.5% general wage increase effective calendar year 2023. Effective the first pay period of calendar year 2023, all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 6.5%.
- 2024: 5.5% general wage increase effective calendar year 2024. Effective the first pay period of calendar year 2024, all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 5.5%.
- 2025: 5.0% general wage increase effective calendar year 2025. Effective the first pay period of calendar year 2025, all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 5.0%.
- See attached.

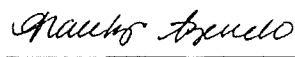
OVERTIME

- See attached

**** THIS AGREEMENT IS CONSIDERED TENTATIVE AND SHALL NOT BE CONSIDERED FINAL OR BINDING UNTIL RATIFIED BY IBEW LOCAL 1245 (UNIT 3) MEMBERS AND APPROVED BY CITY COUNCIL. THIS DOCUMENT SETS FORTH THE FULL AGREEMENTS OF THE PARTIES REACHED DURING THESE NEGOTIATIONS. ANYTHING NOT INCLUDED IN THE DOCUMENT IS NOT PART OF THE TENTATIVE AGREEMENT. ALL OTHER EXISTING MOU LANGUAGE SHALL REMAIN THE SAME.**

FOR THE CITY:

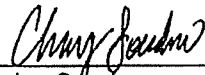
FOR THE UNION:



Aracely Azevedo
Director of Human Resources

5/31/22

Date




Charley Steders
Lead Negotiator, IBEW

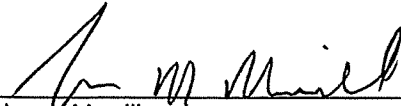
5/30/22

Date


CITY OF SANTA CLARA – IBEW LOCAL 1245 (UNIT 3)
2021 NEGOTIATIONS
TENTATIVE AGREEMENT**




Marco Mercado Date
Assistant Director of Human Resources




Jesse Murrill Date
IBEW



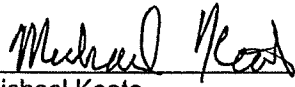
Charles Sakai Date
Outside Counsel




John Sanders Date
IBEW



Kevin Kolnowski Date
Chief Operating Officer



Michael Keate Date
IBEW



Grant Sakakihara Date
Senior Management Analyst, Human Resources

Wages

Proposed Language:

2. ADJUSTMENT OF TOTAL COMPENSATION

A. Wages

(1) Effective retroactive to December 23, 2018, for those persons employed on the date Council approves the new MOU, a total compensation increase that results in a 5.0% wage increase. Effective the first full pay period of the 12/19 – 12/20 MOU year, a further total compensation increase that results in a 5.0% wage increase. Effective the first full pay period of the 12/20 – 12/21 MOU year, a total compensation increase that results in a wage increase of 5.0%. Effective December 26, 2021 (the first pay period of calendar year 2022), all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 7.5%.

(2) Effective December 25, 2022 (the first pay period of calendar year 2023), all salary ranges in classifications assigned to Unit 3 shall be increased by approximately 6.5%.

(3) Effective the first pay period of calendar year 2024, all salary ranges assigned to Unit 3 shall be increased by approximately 5.5%.

(4) Effective the first pay period of calendar year 2025, all salary ranges assigned to Unit 3 shall be increased by approximately 5.0%.

B. The CalPERS increases from fiscal years 2016-2017 to 2017-2018 and from fiscal year 2017-2018 to 2018-2019 and from fiscal year 2018-2019 to 2019-2020 during the term of this MOU will not adversely impact salaries of employees.

C. Changes in Kaiser rates during the term of this MOU will not impact the salaries of employees which salary changes are set forth in paragraph 2.A. above.

D. The Salary Adjustment Form and "Total Compensation" Methodology described in Sections 1 and 2 of the MOU will not be used in the 2019, 2020 or 2021 for the duration of this MOU years to determine salary (which salary adjustments were already negotiated and agreed to in paragraph 2.A. above.

E. For the duration of this 2019-2021 MOU, the provisions specified below in this Section 2(E) are suspended.

Effective February 1, 2001 and February 1, 2003, if it is determined by the Union and representatives of the City that any classification represented by the Union is 2.5% below the survey average in base salary for that classification after the adoption of a new Total Compensation amount under this MOU, the City of Santa Clara shall adjust such classifications to the salary step on the salary schedule for those classifications to bring them as close as possible to 2.5% above the survey average on a common salary schedule. For purposes of this comparison the

survey agencies are as defined in Section 1 (C). The City shall implement this adjustment beginning with the first pay period following verification by the City.

- F. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which Total Compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOUs, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

- G. There shall be no employee generated reclassification requests during the term of this MOU. However, during the term of this MOU, the City intends to develop a City-wide Classification Policy, under which employees may request a classification study, including but not limited to a request that the City evaluate whether a re-classification is appropriate given an employee's actual job duties. The City agrees to meet and confer with IBEW regarding this new Classification Policy.

For the duration of this 2019-2021 MOU, the provisions specified in this TABULAR DESCRIPTION OF ADJUSTMENT OF TOTAL COMPENSATION are suspended.

Overtime

Proposed Language:

13. OVERTIME

A. DEFINITION

Overtime is defined as: (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday and (e) time worked outside of regular work hours on a workday. The City shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be accumulated each day and shall be compensated to the one-quarter hour.

B. BALANCING OF ACCUMULATED HOURS

A newly hired employee or a person returning to work after an absence of 60 calendar days or more will be initially credited with the average number of overtime hours on record for his/her classification for equitable overtime distribution purposes.

C. OVERTIME PAY RATE

The following overtime payment program is in effect for represented employees:

- 1) Emergency overtime (overtime which is assigned with fewer than 14 hours' notice [24 hour notice for shift employees, including employees on the "Maintenance Shift" at the DVR]) will be paid at two (2) times the regular hourly rate. For emergency overtime that either precedes a regular work shift or pre-arranged overtime assignment by more than one hour, employees shall be compensated at the emergency overtime rate from the time the employee reports to his/her assigned work station in Santa Clara until the employee is relieved from the emergency work assignment, or for three (3) hours, whichever is later in time. For emergency overtime that follows a regular work shift, employees shall be compensated only for actual overtime hours worked.

EXCEPTION: An employee who is injured and requires medical treatment as a result of an accident that occurred while directly en route from his/her home (or other location from which he/she was ordered to respond) will be presumed to be "at work" for purposes of Workers' Compensation.

- 2) Scheduled (pre-arranged) overtime (overtime which is scheduled more than 14 hours in advance [24 hours for shift employees including employees on the "maintenance shift ") will be paid at one and a half times (1-½)two times the regular hourly pay rate ("double time") for pay only; if an employee opts to receive pre-arranged overtime as compensatory time off (CTO), CTO shall be at the time and one half (1 ½) rate, with the following exceptions:-

(a) For Pre-arranged overtime on a non-work day, hours worked beyond eight (8) hours of work may be taken as CTO at the double-time rate, will be paid at the time and one-half (1 ½) rate for the first eight hours of work (excluding unpaid meal time) and at the double time (2 times) rate for hours worked in excess of the eight hours.

2)(b) Pre-arranged work overtime that occurs on observed City holidays will be paid at two (2) times the regular hourly may be taken as CTO at the double time rate. If a system emergency occurs while pre-arranged overtime is being performed, the employee will be paid at the time and one-half (1 ½ times) rate until such time as the work required by the pre-arranged assignment is completed or suspended for the day, at which time the employee will begin to be paid at the double-time (2 times) rate until released.

(c) Pre-arranged overtime that either extends the normal work day, or occurs following completion of a normal work day but before 24 hours following the start of that normal work day, will be paid at the double time (2 times) rate for time worked in excess of 12 hours (excluding unpaid meal time) in that a 24 hour period may be taken as CTO at the double time rate.

- 3) Emergency overtime which extends a regular work shift beyond an employee's regular schedule of either eight (8) or nine (9) hours (excluding unpaid meal time) will be paid at the double time (2 times) rate (for pay or CTO).
- 4) Prearranged overtime for a meeting or training and does not overlap into a normal work day shall be compensated a minimum of two (2) hours at the overtime double time rate (for pay or CTO). Prearranged overtime for work assignments that do not overlap a normal workday shall be compensated a minimum of three hours at the overtime rate.
- 5) An employee who is scheduled to be off on Vacation or CTO may be asked but shall not be scheduled or required to work prearranged overtime for the period between the end of the employee's last regular day of work preceding the employee's scheduled time off and the start of the employee's next scheduled day of work. Additionally, the employee shall not be charged for overtime not worked in the period between the end of the employee's last regular day of work preceding the employee's scheduled time off and the start of the employee's next scheduled day of work.
- 6) Employees will be paid for the greater of either 30 minutes or actual conversation time at the double time rate for off duty time spent on work related phone calls when the employee is not asked to respond to a work location. The applicable manager responsible for approving overtime work is required to have provided advance approval before such off duty work calls. An employee is not entitled to pay if the phone call is limited to the subject or whether or not an employee will be called out to work.

- 7) Employees required to remotely access their work computer to complete Operations Planning Analysis (OPA) of system conditions for Reliability Coordinator requirements will be paid for the greater of either 90 minutes or actual time spent completing the work at the pre-arranged overtime rate for off duty time spent on work related analysis when the employee is not asked to respond to a work location. The applicable manager responsible for approving overtime work is required to have provided advance approval before such off duty work assignments. Remotely performed real time operations support tasks that are performed same day or in real-time shall be treated as emergency overtime.

An employee who is off due to illness or injury shall not be scheduled for overtime work until he/she returns to work on a regular work day.

**APPENDIX A
SHIFT WORKER AGREEMENT FOR GENERATION DIVISION**

**City of Santa Clara
Electric Department
Generation Division
January 10, 2005 (Revised, 2016)**

Shift Worker Agreement for Generation Division

V. BALANCING HOURS

Each covered employee shall have a CTO bank for overtime accrued during regularly scheduled shift assignments. Under this Agreement, individuals will work 48 hours per week and then 36 hours per week on their regularly scheduled shifts in a pay period.

When working the 48-hour per week shift schedule, individuals shall have the first three (3) hours worked above 40 hours compensated as CTO at the 1.5 rate, resulting in 4.5 hours of CTO being credited to the employee's CTO bank. Employees can elect to receive the remaining five (5) hours as pay at the 2.0 rate or as CTO at the 1.5 rate. ~~twelve (12) hours credited to their CTO bank for that pay period.~~

When working the 36 hours per week shift schedule, four (4) hours CTO will be deducted from the CTO Bank and added to that week's hours to ensure pay for a 40-hour workweek.

Excess CTO in the CTO Bank shall be available for employee use/cash out as outlined in the MOU. CTO bank balancing hours shall be the only hours used to balance the work hours in the ~~36~~-36-hour scheduled work week. Employees who are at the maximum CTO accrual of 240 hours shall be receive pay at the double time rate.