

MEDIATION JOINT RECOMMENDATION
City of Santa Clara – IBEW Local 1245 (Unit 3)

TERM	4 YEARS (1/1/26 – 12/31/29)										
WAGES	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">▪ 1ST PAY PERIOD AFTER ADOPTION =</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>▪ 1ST PAY PERIOD OF 2027 =</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>▪ 1ST PAY PERIOD OF 2028 =</td> <td style="text-align: right;">4%</td> </tr> <tr> <td>▪ 1ST PAY PERIOD OF 2029 =</td> <td style="text-align: right;">5%</td> </tr> <tr> <td style="border-top: 1px solid black;">TOTAL</td> <td style="text-align: right; border-top: 1px solid black;">19%</td> </tr> </table>	▪ 1 ST PAY PERIOD AFTER ADOPTION =	5%	▪ 1 ST PAY PERIOD OF 2027 =	5%	▪ 1 ST PAY PERIOD OF 2028 =	4%	▪ 1 ST PAY PERIOD OF 2029 =	5%	TOTAL	19%
▪ 1 ST PAY PERIOD AFTER ADOPTION =	5%										
▪ 1 ST PAY PERIOD OF 2027 =	5%										
▪ 1 ST PAY PERIOD OF 2028 =	4%										
▪ 1 ST PAY PERIOD OF 2029 =	5%										
TOTAL	19%										
CTO	<p>SEE ATTACHED</p> <ul style="list-style-type: none"> ▪ Must be on paid status to receive it. ▪ Would be prorated when an employee returns from leave. ▪ Elimination of CTO cashout 										
STANDBY PAY	<p>SIDE LETTER (PILOT PROGRAM)</p> <p><u>Sideletter for a 2-year Pilot Program</u></p> <p>A. Voluntary Standby Duty</p> <p>In order to minimize the length of any unforeseen power outage and/or reduce the response time for any maintenance service, the following standby provisions shall be utilized for employees assigned to T&D and Substations.</p> <p>SVP will post normally a sign-up sheet for employees to sign up for standby duty at least a week prior to scheduled standby duty, as determined by SVP. SVP will select employees who volunteer for standby based on the lowest standby hours first.</p> <p>It is the employee’s responsibility to confirm their phone is working, sufficiently charged, has sufficient reception at all times. Employees on standby are expected to immediately answer all calls from SVP. If an employee misses a call it is expected they will call back within ten minutes of receiving the call. The employee who volunteers for standby duty must be available for contact and fit to report to work. If the employee is contacted by the City to respond, the worker will leave their location promptly and report to work.</p> <p>Employees shall receive standby pay for each standby period as follows:</p> <ul style="list-style-type: none"> • Regular workday: 3 hours at straight time • Regular Day Off: 6 hours at straight time • Holiday: 8 hours at straight time <p>An employee who is working standby duty who is called back shall receive both standby pay and emergency overtime. Employees working standby duty may not work Nighttime Shutdowns while on standby. However, they may sign up for other pre-arranged overtime during the standby duty timeframe.</p> <p>B. Reassignment of Standby Duty</p> <p>If an employee is signed up for a standby duty period and is unable to fulfill the standby duty, the employee will be responsible for finding their own replacement and notifying the department. Standby duty can be traded only in full-day increments.</p>										

CITY and Unit 3 Negotiations – Compensatory Time Off

Proposed Language:¹

Modify Article 10 as follows:

10. HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

C. Awarded Compensatory Time Off (CTO)

Effective ~~January 1~~ the first pay period of each calendar year, each represented employees employed on that date will continue to receive credit for 16 hours of compensatory time off (CTO) to be used as Priority CTO. To qualify for awarded CTO, an existing employee must be in paid status the workday immediately preceding the first day of the first pay period of the calendar year in which Awarded CTO is provided, and the workday immediately following the first day of the first the first pay period of the calendar year in which Awarded CTO is provided.

This awarded CTO will have priority over utilization of earned CTO and will not be unreasonably denied by the City provided that the request to use CTO on a priority basis is received in writing at least 24 hours in advance of the intended usage. Denial of such usage by the City will be based upon emergency work or inability of the City to provide required services if such request were granted.

Employees hired after ~~January 1~~ the first pay period in any calendar year 2004 shall be credited with a pro-rata share of awarded CTO based upon the proportion of the calendar year remaining after their hire date.

Add the following to Article 13:

13. OVERTIME

G. Effective the first pay period of 2028, there shall be no cash out of CTO.

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

CITY and Unit 3 Negotiations – Grievance Procedure

Proposed Language:¹

34. GRIEVANCE PROCEDURE

The City's employee grievance process is established in City Manager's Directive #47 (CMD #47), titled On the Job Personnel Grievances. This CMD generally describes the process available to individual employees to clarify (and modify, if so required) interpretations of City rules, regulations, procedures and policies. If an employee chooses not to have Union representation, the employee will follow the grievance procedure in CMD #47. The procedure for appeals on suspension, demotions, and dismissals is set forth in the Civil Service Rules and Regulations. The procedure for complaints of applicants or employees alleging discrimination is set forth in the City Affirmative Action Plan, a copy of which is on file in the Office of Testing and Classification and that of the City Clerk.

The following procedure is in place for represented employees who choose to have Union representation during the course of the Grievance process.

A. STEP 1

Step 1 of the process is the informal discussion between the employee and his/her supervisor. Should this informal process not result in resolution of the grievance, the employee shall reduce his/her grievance to writing and submit it to his/her department head for formal action.

B. STEP 2

Within five (5) working days (or at a later date by mutual agreement between the employee, his/her representative and the department head in order to accommodate scheduling problems) of the receipt of the formal grievance, the department head shall review the entire grievance file through a meeting with the employee and his/her Union representative. Within five (5) working days from the date of this meeting, the department head will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the department head in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the department head shall immediately forward all written material, including the original grievance, to the Municipal Employee Relations Officer (MERO) for action.

C. STEP 3

Within five (5) working days, (or later by mutual agreement), of the receipt of the grievance material, the MERO shall review the entire grievance file through a meeting with the employee, his/her Union representative and any additional parties who the MERO or Union feels can help to resolve the grievance. Within five (5) working days from the date of this meeting, the MERO will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5)

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

working days to the MERO by written acknowledgment on the response as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the MERO shall forward all written material, including the original grievance, to ~~a Joint Grievance Committee~~ the City Manager.

D. STEP 4

Within fifteen (15) working days of the receipt of the grievance material the City Manager shall review the entire matter and render a decision, in writing as to the resolution of the grievance. This review may include a meeting with the parties concerned (including the employee and his/her Union representative) and, if such a meeting is required, it will be scheduled within the fifteen (15) day period at a date that is mutually agreeable to all parties to the matter and the City Manager will render a final decision within five (5) working days of that meeting. The City Manager's decision will be directed to the employee through his/her department head. If the employee disputes the City Manager's final decision in the matter, the arbitration process outlined in STEP 5 will be available. ~~Joint Grievance Committee will meet. Such Committee shall be composed of four (4) members: Two (2) members representing the City and two (2) members representing the Union. The Grievant and the Director of Electric Utility (or the Director's designee) shall not be committee members although they shall be present at the meeting. The Committee shall render an advisory opinion to the City Manager within ten (10) working days unless extended by mutual agreement. The City Manager shall render a final decision within five (5) working days.~~

E. STEP 5

1. If the employee (through the Union) continues to dispute the decision of the City Manager, the employee (through the Union) shall, within fifteen (15) working days of the City Manager's decision, request that the matter be referred to a Mediator appointed by the California State Mediation/Conciliation Service, who shall render an advisory opinion on the merits of the grievance to the City Manager. The City Manager may accept, modify or reject the advisory opinion of the Mediator. The City Manager's decision shall be final. ~~an arbitrator, who shall render a decision on the grievance to the Union and City Manager. The decision of the arbitrator shall be final and binding.~~
2. The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.
3. The cost of the arbitrator shall be shared equally by the City and the Union and shall be selected by mutual agreement between the City and the Union or selected from a list of seven (7) qualified arbitrators provided by the State of California Conciliation Service. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.
4. Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be

determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

5. The arbitrator shall have all pertinent written materials and witnesses used by either party in their review of the grievance available during his/her deliberations. Costs of representatives, witnesses or materials shall be assumed by each party to the grievance. Court reporter fees are also shared equally among the parties.

CITY and Unit 3 Negotiations – HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

Proposed Language:¹

10. HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

D. The pay period following the date when all bargaining unit employees are entering their own time directly into the payroll system, employees in the classifications of Troubleshooter, Electric and Water System Operator, Senior Electric and Water System Operator will observe holidays on the actual holiday (not the observed date).

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

CITY and Unit 3 Negotiations – Contracting Out

Proposed Language:¹

NEW CONTRACTING OUT

It is recognized that the City has the right to use outside contractors. In exercising this right, the City shall not use outside contractors if the contract results in the elimination of a position filled by an IBEW bargaining unit employee. Prior to scheduling outside contractors for work that can be performed by an IBEW bargaining unit employee, the City shall offer pre-planned overtime to IBEW bargaining unit employees on a voluntary basis to determine if sufficient employees volunteer for the specific assignment (e.g., a full crew).

Further, the City shall endeavor to maintain an active hire eligibility list or, in the absence of such a list, post a recruitment for vacant Electrician and Journey Lineworker IBEW-represented positions within 30 working days of a position being vacated.

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

City and Unit 3 Negotiations – Footwear, Safety Clothing and Tools

Proposed Language:¹

25. FOOTWEAR, SAFETY CLOTHING AND TOOLS

For Fiscal Year 2025-26, Represented employees who are required to wear special work boots (or shoes) will be reimbursed an amount not to exceed \$280 each fiscal year toward the purchase or repair of the work boots (or shoes), orthotic shoe inserts, or safety clothing. Effective Fiscal Year 2026-2027, employees shall receive a flat dollar lump sum (non-pensionable) amount of \$500 each fiscal year (to be paid on the paycheck associated with the first full pay period after July 1st).

Employees who are required to wear special work boots (or shoes) are subject to disciplinary action if they do not have them available at the work site. Safety clothing shall be limited to overalls/coveralls, jackets, vests and long sleeved shirts. All clothing worn on the job, whether reimbursed or not, must be in compliance with State of California Regulations.

Tools will be provided or replaced for employees in accordance with the Department Tool Replacement & Responsibility Policy.

An employee must be employed in a classification assigned to the bargaining unit at the time of the disbursement of the flat dollar lump sum (non-pensionable) amount of \$500. However, employees promoted or hired into the bargaining unit before December 31 will receive the flat dollar lump sum (non-pensionable) amount of \$500 and employees promoted or hired into the bargaining unit after December 31 will receive the flat dollar lump sum (non-pensionable) amount of \$250 for that fiscal year.

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

