MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 1245 UNIT 3

December 23, 2018 – December 18, 2021

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245
representing
ELECTRICAL WORKERS, UNIT # 3

DECEMBER 23, 2018 – December 18, 2021

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DECEMBER 23, 2018 – December 18, 2021

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979 and with the Meyers-Milias-Brown Act (Government Code Sections 3500 - 3511), this Memorandum of Understanding (MOU) was made and entered into by and between the designated representatives of the City of Santa Clara (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of Local Union 1245 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the Union. This agreement constitutes the results of discussions between the City and the Union on all matters within the scope of representation for the term December 23, 2018 through December 18, 2021.

The provisions of this agreement have application exclusively to regular, full-time employees in the classified service (probationary and permanent) employed by the City of Santa Clara, unless otherwise specified. "Part-time Employees", "Seasonal Employees", or "Temporary Employees", or any other employee who is not in the classified service is specifically excluded from the provisions of this agreement.

Nothing in this agreement shall be deemed to grant any permanent Civil Service rights to probationary employees.

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City.

NOW, THEREFORE, the parties hereto do agree to propose and recommend that the City Council adopt the following, effective as indicated:

1. <u>TOTAL COMPENSATION</u>

   A. For the purposes of this agreement, Total Compensation is defined to include the following items:

      1) Salary

      2) Fringe Benefits:

a. Retirement (including Social Security)*
b. Holiday Pay*
c. Vacation Pay*
d. Insurance
   (1) Life
   (2) Health
   (3) Dental
   (4) Long-Term Disability
   (5) Retiree Medical

*These elements are tied to salary and move as a function of salary. No independent movement is allowed in these element areas.

B. The Union shall, to an extent not inconsistent with other terms of this MOU, allocate the distribution of Total Compensation monies among the following element areas: 1) salary, 2) life insurance premiums, 3) medical insurance premiums, subject to the requirement that the amount of the Kaiser single health insurance premium, including the PEMHCA minimum, be included in the mandatory section of the Salary Adjustment Form, and 4) long-term disability insurance premiums, except as otherwise noted in this MOU. It is hereby agreed to and understood by both parties to this Memorandum that distribution of Total Compensation monies is to be made based upon: 1) the Salary Adjustment Form for related benchmark classification, and 2) the maximum premium payable by City and not actual premium to be paid by City, except as noted elsewhere in this MOU.

C. Except where noted, Total Compensation as defined above will be determined by computing the Total Compensation effective October 1 of each preceding year afforded the classification Journey Lineworker in the City of Santa Clara at the top step salary (excluding seniority or longevity) as defined in this document. For the purpose of comparison of salaries or other benefits as referenced in other sections of this MOU, the comparing agencies are defined as Pacific Gas and Electric Company (PG&E), City of Palo Alto, Sacramento Municipal Utility District (SMUD), Modesto Irrigation District (MID), Alameda Power and Telecom, Turlock Irrigation District and the City of Roseville. Currently those comparison positions for Journey Lineworker in Santa Clara are: PG&E - Lineman; Palo Alto - Lineperson/Cable Splicer; SMUD - Lineman/Linewoman; MID - Lineman; and Alameda Power and Telecom - Lineman. The comparison provisions described above are suspended for the duration of this 2015 – 2018 MOU.

2. <u>ADJUSTMENT OF TOTAL COMPENSATION</u>

A. 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%.

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 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 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.

TABULAR DESCRIPTION OF
ADJUSTMENT OF TOTAL COMPENSATION

February 1, 2001 & 2003	Union presents its comparison data, if any, on represented classifications, which are 2.5% or more below survey average after application of the common salary adjustment on the current salary schedule for verification by the City.
First Pay Period following verification	City implements salary increases for classifications determined to be 2.5% or more below the survey average in amounts necessary to bring those classifications to the salary step closest to 2.5% above the survey average on the common salary schedule.

DEFINITIONS

1. Top Step Salary -	Maximum step in the monthly salary range for classification (excluding seniority or longevity steps).
2. Life, Health, Dental, LTD and other Insurance -	Maximum City monthly contribution per employee to insurance premiums as defined in Item 1(A)(2)(d) plus maximum agency monthly contribution to other fringe benefit insurance premiums.
3. Retirement -	Maximum City monthly contribution per employee to retirement and social security plans.
4. Holiday Pay -	Number of paid holidays allowed by City per year times daily salary rate of classification, divided by 12.
5. Vacation Pay -	Maximum number of annual paid Vacation hours allowed by City per employee upon completion of five (5) years service times daily salary rate

	for classification divided by 12.
6. Other -	Monthly salary equivalent of or maximum monthly City contribution to other fringe benefits available to all full-time represented employees. This category includes the City's monthly contributions to employee's VEBA accounts (to be included on the Salary Adjustment Form "below the line")
7. Total Compensation -	The sum of Items 1 through 6 above.
8. Daily Salary Rate	Top step salary as defined in Item 1 above times 12 divided by total number of regular hours per year times number of regular work hours per day.

3. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

The City has contracted with CalPERS to provide "Classic" or "Legacy" employees (i.e. employees who are not "new members" as defined under PEPRA) the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 and the 2.0% at 62 with "highest three year average" for New Members as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The City's contributions to pension shall continue to be outside of (i.e. below the line") on the Salary Adjustment Form and employees shall not receive a salary decrease as a direct result of an increase in the CalPERS retirement rate under the CalPERS contract between CalPERS and the City. The employee's contribution will continue to be treated as tax deferred.

4. HEALTH INSURANCE PREMIUMS

A. Mandatory Health Allocation

The City contributes the statutorily required Public Employees Medical and Hospital Care Act (PEMHCA) minimum toward employees' health premiums, which contribution amount shall be included on the Salary Adjustment form as a separate Mandatory Allocation. In 2019, the PEMHCA minimum amount is $136/month.

In addition, effective the first full pay period following Council approval of the 12/18-12/21 MOU, the Kaiser Bay Area Region employee plus family premium amount per month will be included in the Salary Adjustment Form as a Mandatory Allocation. The amount allocated for Kaiser Bay Area Region employee plus family health insurance will be the premium minus the PEMHCA contribution. The City will change the dollar amount

designated within the Salary Adjustment Form for Kaiser Bay Area Region employee plus family health insurance per month when the premium amount changes annually and/or when the statutorily required PEMHCA contribution changes. Under State law, the monthly PEMHCA contribution will be adjusted annually by the CalPERS Board of Administration to reflect any change in the medical care component of the Consumer Price Index.

B. Discretionary Health Allocation (Suspended for term of 12/18 – 12/21 MOU)

The Union may (on a once-a-year basis, commencing with the beginning of the calendar year) designate within the discretionary portion of the Salary Adjustment Form a fixed monthly sum for all represented employees represented toward employee plus one or full family coverage. The Union's monthly allocation for health insurance premiums may be set to an amount not to exceed 10% above the lowest cost family health insurance coverage available. If the health insurance premium for an individual employee exceeds the amount allocated, the balance is paid by way of a salary deduction from the pay of the individual employee.

C. City Contribution to Cafeteria Plan

In 2019 and 2020, the City shall contribute $634 per month to the City's cafeteria plan for all employees. Effective January 1, 2021, and thereafter, the City will contribute $634 per month to the City's cafeteria plan only to those employees that enroll in City health, and to those employees that had opted out of City health as of January 1, 2020 and at no subsequent time enrolled in City health. No other current or future employees shall be eligible for the City's contribution to its cafeteria plan commencing January 1, 2021. These eligible employees may use this contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of this contribution as taxable cash.

For employees who enroll in City health and whose cost of health benefits exceeds the total of the City's Contribution to Health Premiums (Section E.) and City Contribution to Cafeteria Plan (Section D), the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

D. City Contribution to Health Premiums

The City contributes the statutorily required PEMHCA minimum toward employees' health premiums. In 2019, the PEMHCA minimum amount is $136/month.

Effective the first full pay period following City Council approval of this December 2018 – December 2021 MOU, employees that enroll in City health will receive a City contribution to health premiums in the following amounts:

- For persons enrolled in an employee only plan, the City will contribute toward medical premiums an amount when added to the amount in paragraph 4.C. plus the PEMHCA minimum is equal to the greater of either $970/month or the Kaiser Bay Area Region employee only premium.

- For persons enrolled in an employee plus one plan, the City will contribute toward medical premiums an amount when added to the amount in paragraph 4.C. plus the PEMHCA minimum is equal to the Kaiser Bay Area Region employee plus one premium.

- For persons enrolled in an employee plus family plan, the City will contribute toward medical premiums an amount when added to the amount in paragraph 4.C. plus the PEMHCA minimum is equal to the Kaiser Bay Area employee plus family premium.

E. Cash In Lieu

Effective January 1, 2019, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to $136/month. Effective January 1, 2020, this amount shall increase to $336/month which amount shall be fixed and not change unless mutually agreed to by the City and IBEW in a subsequent MOU.

No employee who isn't receiving cash in lieu under this paragraph 4.E on January 1, 2020 shall be eligible for cash in lieu thereafter. In addition, any employee that is receiving cash in lieu on January 1, 2020 that subsequently stops receiving Cash in Lieu (for example, if such employee subsequently enrolls a City health plan) will not be eligible for cash in lieu thereafter.

In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

- Opt Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan

year the employee would like to receive cash in lieu.

The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

F. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary deduction elections to fund the plan.

G. The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

5. DENTAL AND VISION INSURANCE

The City pays toward dental insurance premiums an amount equal to the lowest cost employee only dental premium. All employees must enroll in a dental plan. Effective the first full pay period of Year 3 of this MOU, the City will contribute toward dental premiums up to an amount equal to the second lowest cost employee only dental premium amount.

For those enrolled in the City's vision plan, the City will pay toward vision insurance premiums to those enrolled in the City's vision plan an amount equal to the lowest cost employee only vision premium.

Note: Dental insurance is required for all employees and vision insurance is optional. Thus, the City will make the above described contributions to dental premiums for all employees and to vision premiums only to participating/enrolled City employees. The City will not make similar contributions in cash to persons not enrolled in the City's vision plan.

6. DISABILITY INSURANCE PROGRAMS

The Union has the option of adopting a long term disability program to be made available to represented employees. The program may, at the option of the Union, be available to employees on an individual enrollment basis or as a mandatory enrollment program. If an individual enrollment program is adopted

the employee shall authorize an after tax payroll deduction to be paid to the program provider on a monthly basis for the incurred premium.

If a mandatory program is implemented, the highest level of premium to be paid on behalf of an individual employee will be allocated against Total Compensation. The difference between the monthly allocation of premium payment and the actual payment of premium by the City based upon the actual monthly salary of each represented employee will be refunded to the employee on the same monthly basis as is specified for the health insurance premium refund in Section 4 of this MOU as determined by the City.

The Union may determine that all represented employees are to be enrolled in the State Disability Insurance Program. In the event this determination is made, the program will be mandatory on each represented employee and costs associated with the program will be paid for as an after-tax payroll deduction as required under the program.

7. VEBA

The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post retirement medical benefit for employees. Effective December 27, 2009, the City began contributing $50 per month per represented employee. These contributions shall be made "below the line" on the Salary Adjustment Form (i.e. excluded from calculation of salary adjustments based on total compensation adjustments) but shall be included on the Bay Area ERS total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participants' accounts.

A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9), designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed IRS-qualified health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

8. RETIREE MEDICAL

A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the first full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2016 that will be reimbursed in 2017, the City will reimburse an amount of up to $333 per month, including the PEMHCA minimum, for

unreimbursed single retiree health insurance premium or up to $199 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

C. Each retiree will be required to submit proof of health insurance coverage to the City with each claim. The City will pay the reimbursement on a quarterly basis.

9. VACATION

Represented employees will be entitled to use Vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first six (6) months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the annual accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Employee is required to take at least one-half (1/2) of the Vacation earned during the previous calendar year in the current calendar year.

EXCEPTION: Employees who begin work after July 1 are not required to use at least one-half (1/2) of the Vacation accrued during the first calendar year of employment during the second calendar year.

D. Vacation may be used in 1/10 hour increments.

E. Annual and maximum Vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 4 years	80 hours	400 hours
5 through 9 years	120 hours	400 hours
10 through 15 years	160 hours	400 hours
16 through 20 years	176 hours	400 hours
21+ years	192 hours	400 hours

F. The existing practice that requires an employee to cease accrual of Vacation in any pay period during which his/her Vacation balance exceeds the maximum accrual as shown in paragraph E of this Section is as follows:

Employees are limited to the maximum accrual of Vacation as defined, based on years of service. Employees may temporarily exceed the allowed maximum Vacation accrual, subject to the Vacation balance as of the end of the pay period which includes December 31 of each year being reduced to the maximum allowable accrual. The current Vacation balance, the year-to-date accrual and the current pay period usage are all shown on the employees' pay check stub, and are the responsibility of the employee to track for compliance with this provision.

Vacation that is temporarily allowed to exceed the maximum allowable accrual and is removed from the Vacation balance as of the end of the pay period which included December 31 of each year may be donated to the Emergency Paid Leave Fund at the direction of the employee.

G. Subject to having a sufficient balance of accrued vacation available, an employee may, on a once per year basis, be paid at his/her current hourly pay rate for a maximum of 40 hours of accrued vacation.

H. In lieu of receiving a Vacation cash payout at retirement, the Union may, once per calendar year, vote to roll accrued Vacation hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Union compliance with Federal rules associated with employee contributions of Vacation to their VEBA accounts.

10. <u>HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)</u>

A. Holidays

The City will observe the following fourteen (14) dates (or days) as City Holidays for represented employees. Represented employees will be entitled to eight (8) hours of paid time off in observation for each of the holidays listed:

New Year's Day (January 1), Martin Luther King Day (3rd Monday in January), Lincoln's Birthday (February 12), President's Day (3rd Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Admission Day (September 9), Columbus Day (2nd Monday in October), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Friday After Thanksgiving, and Christmas Day (December 25). Holidays which fall on a specific date and which fall on Sunday are observed the following Monday. Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday.

B. For the 12/16-12/17 MOU year, the City will observe four additional non-permanent paid holidays on 12/27/16, 12/28/16, 12/29/16, and 12/30/16 (in connection with the closure of certain buildings), unless employees' jobs require them to work on these days, in which case they would receive banked paid days off instead with the same rules for these banked days off as in the 12/13-12/14 MOU year. These non-permanent paid holidays

would be only for the 12/16 - 12/17 MOU year and must be used during the 12/16 - 12/17 MOU year.

C. Awarded Compensatory Time Off (CTO)

Effective January 1 of each calendar year 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. 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, 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.

11. <u>SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE</u>

A. SICK LEAVE

1) Employees shall accrue ninety-six (96) hours of Sick Leave per year of regular City employment. Sick Leave shall accrue in equal amounts each pay period. Employees shall not accrue Sick Leave while they are on unpaid status.

2) Use of Sick Leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement Sick Leave with Department Head approval, as permitted and set forth in CMD 30 at the time this MOU was adopted.

3) In lieu of receiving a Sick Leave cash payout at retirement, an employee may roll accrued Sick Leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Union compliance with Federal rules associated with employee contributions of Sick Leave to their VEBA accounts including a once per calendar year Union vote on what percent of qualifying sick leave will be rolled into VEBA accounts. Sick Leave payout at retirement is subject to the provisions and requirements outlined in the Personnel and Salary Resolution.

B. FAMILY SICK LEAVE

1) Not more than forty eight (48) hours of Sick Leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent,

step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued Sick Leave as Personal Leave, provided he/she has sufficient Sick Leave balance available.

2) Personal Leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement Sick Leave as required.

3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued Sick Leave for up to 48 hours of Vacation, based upon two (2) hours of Sick Leave for one (1) hour of Vacation as provided for and defined in the Personnel and Salary Resolution.

12. BEREAVEMENT LEAVE

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section 12(A). Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great-uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The Bereavement Leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional Bereavement Leave may be charged to an employee's Sick Leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

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) the regular hourly pay rate. Pre-arranged overtime on a non-work day 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. Pre-arranged work that occurs on observed City holidays will be paid at two (2) times the regular hourly 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.

3) 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 24 hour period. 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.

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 rate. 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.

14. WORK HOURS

A. Standard Work Schedule

The regular hours of work for represented employees, except for those specifically mentioned elsewhere in this Section, are as follows:

Operations Division (1st shift)	6:00 am to 6:00 pm
Operations Division (2nd shift)	6:00 pm to 6:00 am
Electrical Engineering & Estimating Div.	8:00 am to 5:00 pm
(alternate schedule between 7:00 a.m. and 6:00 p.m. by mutual agreement)	
Substation/Municipal Services Division	6:30 am to 3:30 pm
Transmission & Distribution Division	6:30 am to 3:30 pm
Generation Maintenance Division	6:30 am to 3:30 pm
Metering Division	6:30 am to 3:30 pm

The regular hours of work set forth above may be changed by mutual agreement between the City and the Union at the request of the City, the employee, or the Union. Such changes may modify work hours between 6:30 am and 5:30 pm and shall be reduced to writing and signed by both parties. Changes agreed to under this section will be for the mutual benefit of the City and the affected members of Unit #3 for purposes such as, but not limited to, eliminating problems in connection with traffic congestion at certain commute times or in connection with Daylight Savings Time. Such changes will be in effect for the entire work unit (person, crew, division, or department) for the time period specified.

For the classifications of Electrical Estimator, Senior Electrical Estimator and Principal Electrical Estimator the hours of work are 8:00 am to 5:00 pm, which includes a thirty (30) minute paid lunch period. In accordance with City Manager's Directive #71 (Alternate Work Schedules), represented employees in these classifications may modify their work hours between 7:00 am and 6:00 pm without the concurrence of the Union.

The classification of Troubleshooter regularly works a 12-hour schedule – 6:30 a.m. to 6:30 p.m. - 3 days on, 3 days off, and then 1 day on, 1 day off, and then 3 days on and 3 days off. When a regular Troubleshooter is off work, the City may determine whether to fill the shift with a relief Troubleshooter and, if so, whether the relief Troubleshooter will work a 12-hour schedule or their existing schedule. Overtime under this new 12-hour

schedule for Troubleshooters shall be the same as set forth in Section II of Appendix A ("Shift Worker Agreement for Generation Division").

The work schedule for employees in the Generation Division required to work rotating shifts is as set forth in the "Shift Worker Agreement for Generation Division" between the City and IBEW dated January 10, 2005, and shall remain so unless modified by written consent of the City and IBEW. This Shift Worker Agreement is attached to this MOU as Appendix A, and incorporated into this Section by this reference.

B. Alternate Work Schedule (9/80 Schedule)

The City and the Union agree to continue the 9/80 work schedule, which was a Trial Program during the 2003-2005 MOU, for the duration of this MOU, subject to all of the following conditions:

1) At the conclusion of the MOU, the 9/80 schedule will be subject to review and evaluated based on the requirements of City Manager's Directive #71 (Alternate Work Schedules).

2) The 9/80 schedule does not apply to employees in the Generation Maintenance Division, Operations Division, or Troubleshooter classification.

3) Employees must use one (1) hour of paid or unpaid leave for the ninth (9th) hour of any paid City holiday.

4) Any challenges or disagreements shall be discussed between the Union and the City, but shall not be subject to any grievance procedure.

5) Employees will be charged with nine (9) hours of accrued leave for each Vacation and Sick Leave day taken on a regularly scheduled nine (9) hour shift.

6) The existing policy on Jury Duty and Military Leave for employees with a 9/80 schedule shall apply.

7) No modification in the amount of break time.

8) No overtime shall be paid for regularly scheduled work hours.

The Alternate 9/80 Work Schedule shall be eight (8) nine-hour days and one (1) eight-hour day per two-week work cycle.

15. PILOT PROGRAM

As part of this package tentative agreement for a successor MOU, the City would agree to a pilot program under which employees represented by IBEW working a 9/80 or 5/8 schedule would be scheduled to work their regular 9 or 8 hour days with a paid lunch of up to 30 minutes which lunch would be taken if, when and in

a manner consistent with business needs and that does not conflict with performance of their duties. Such employees would not be entitled to meal pay / compensation / overtime related to when and if they actually took lunch during their regular shift. The pilot program shall be for a period of six months, beginning within thirty (30) days of Council approval of this MOU. The pilot program will terminate at that time, unless the City decides to extend the pilot program for an additional six months. During the first six months, or during the time of any extension of the pilot program, the Electric Utility Department Head shall retain full discretion to terminate or modify the program (including ending the program for only a portion of Unit 3) in his complete discretion, so long as the City provides IBEW with fourteen (14) days' notice of its intent. Upon request, the City will meet with IBEW during this fourteen (14) day period to discuss this discretionary decision. In response to the City's notice, IBEW reserves the right within this fourteen (14) day period to instead terminate the entire pilot program for all 9/80 and 5/8 employees rather than for only the specific modification identified in the City's notice.

16. NIGHT SHIFT PREMIUM – ELECTRIC AND WATER SYSTEM OPERATOR

Electric and Water System Operators who work the entire 2nd shift or who work 6 hours of a split shift within the 2nd shift period shall receive a 5% night differential for the hours worked between 6 p.m. and 6:00 a.m. Sr. Electric and Water System Operators shall receive the same differential when covering a 12-hour night shift of an Electric and Water System Operator.

17. RUBBER GLOVING SPECIALTY PAY

A. Employees in the classifications of Journey Lineworker, Service Coordinator Inspector, Troubleshooter, Electric Crew Foreperson and Cable Splicer Leader shall be rubber glove certified.

B. Employees in the classifications of Journey Lineworker, Service Coordinator Inspector, Troubleshooter and the four current Journey Lineworker Apprentices that previously received 6.0% rubber gloving specialty pay since the beginning of the first full pay period in July 2009 shall receive an additional 1.5% pay and have the entire 7.5% (6.0% specialty pay plus additional 1.5% now provided) rolled into base salary, which increase and change shall be effective retroactive to the beginning of this MOU for purposes of base salary and overtime payments. Employees in the classifications of Electric Crew Foreperson and Cable Splicer Leader that previously received 1.0% rubber gloving specialty pay beginning the first full pay period in July 2009, in addition to the 5.0% salary increase that was made effective December 14, 2008, shall receive an additional 1.5% pay and have the entire 2.5% (1.0% specialty pay plus additional 1.5% now provided) rolled into base salary, which increase and change shall be effective retroactive to the beginning of this MOU for purposes of base salary and overtime payments.

C. All employees hired or promoted in the future into the classifications of Journey Lineworker, Service Coordinator Inspector, Troubleshooter, Electric Crew Foreperson and Cable Splicer Leader will be required to be or

become rubber glove certified as a condition of holding these classifications within nine (9) months of appointment.

D. Journey Lineworker Apprentices hired after December 14, 2008 shall be eligible to receive 7.5% rubber gloving specialty pay after they 1) become rubber glove certified, 2) work at least 1-year for the City as an Apprentice and 3) are able to work on energized high voltage equipment. Any Journey Lineworker Apprentice who has medical restrictions that prohibit the employee from climbing a pole and rubber gloving for a period of three or more consecutive pay periods (six or more consecutive pay periods if injured on the job) shall not be eligible to receive the rubber gloving specialty pay during the period of medical restriction. (If the employee does not initially know, or the City is not made aware, that the employee's medical restrictions will prohibit the employee from climbing a pole and rubber gloving for the number of pay periods indicated above, the City may deduct the overpayment of rubber gloving specialty pay from a subsequent paycheck.)

18. DUES DEDUCTION

A. The City agrees that the Union is the sole and exclusive agent for all the employees in Unit #3 covered by this agreement without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment, and all other bargainable issues. Accordingly, the City will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union herein.

B. Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Union shall be made by the City on behalf of the Union from the paycheck of each employee whom the Union certifies has affirmatively consented to such dues deduction. The City shall remit the deducted membership dues together with a statement of the names and amounts deducted to the Union office every other pay period.

C. The Union will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The City shall rely upon written notification from the Union for payroll deduction changes. Deduction notifications will be provided to the City's Payroll Division and notifications received by the City will be processed as soon as administratively possible, Dues deductions shall automatically renew unless written notice is provided by the Union.

D. The Union shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any threatened or actual claims, demands, lawsuits, or any other action arising from the operation of this Section and from the use of such monies by the Union.

19. ASSIGNMENT OF WORK OR TRAINING OUTSIDE SANTA CLARA

The City shall have the right to assign represented employees to temporary work or training that takes place outside the City of Santa Clara under the following conditions:

A. WORK ASSIGNMENTS

1) Such assignments shall be to work locations associated with City projects or to other utilities and Joint Powers Agencies in which the City has a legitimate interest (e.g., a mutual aid agreement, expeditious repair of a major facility).

2) Such assignments shall be temporary in nature (no longer than thirty [30] consecutive calendar days per occurrence) and continued daily expenses as provided in Section 18(A)(7) or round trip mileage to the original starting location will be authorized for work breaks of 48 hours or more, as agreed upon prior to the acceptance of the assignment.

3) No employee shall be required to take such assignments for more than thirty (30) work days during a fiscal year (July 1 through June 30).

4) For such assignments the hours of work will be the regular hours of work except as modified under other provisions of this MOU.

5) Travel time to and from the out-of-town location will be accomplished within the normal work hours whenever feasible. Travel time will be included as a part of the eight (8) hour work schedule for the assignment.

6) Pay rates, provisions for rest periods, and reimbursement for meals under emergency overtime conditions shall be at the rate or practice currently established for straight time, scheduled overtime, or emergency call-back, as applicable. Additionally, represented employees shall receive a special premium out-of-town payment of fifteen dollars ($15) per day for each day or portion of a day while so assigned. Additionally, employees will receive meal reimbursement at the rate provided under CMD #15 for one breakfast, one lunch and one dinner for each full day that they are so assigned. For the first and last day of such assignment, the employee will be reimbursed for the meal(s) that are included as a part of the assigned time.

7) Represented employees will be reimbursed for expenses other than meals as provided for in Resolution #5372 (A Resolution Establishing Policy Regarding Conference Attendance, In-Service Training, and Travel for City Business by the Employees of the City of Santa Clara) or successor Resolutions, provided that they submit appropriate receipts. Mileage for authorized use of a personal vehicle will be paid at the rate provided for in this MOU.

8) Assignment to non-emergency out-of-town work will be on a rotational basis for a voluntary sign-up based upon seniority and qualifications. If sufficient volunteers are not available the City may request additional volunteers. Wherever possible, the City will give more than the required fourteen (14) hour advance notice before mandatory assignments are made on a qualifications and rotational reverse seniority basis.

9) Emergency assignments for out-of-town work (assignments with less than fourteen (14) hours advance notice) will be paid in accordance with the Emergency Overtime provisions of this MOU, until the employee is either relieved or accepts a voluntary assignment to that location.

B. TRAINING

1) The City shall have the right to assign represented employees to training outside the City of Santa Clara.

2) Reimbursement for expenses incurred by the employee for training shall be as defined in Resolution #5372 or successor Resolutions, provided that they submit appropriate receipts. Mileage for authorized use of a personal vehicle will be paid at the rate provided for in this MOU.

Nothing in this section shall reduce the City's right to assign represented employees to out-of-town assignments of less than twenty-four (24) hours duration without payment of the special out-of-town premium pay where they report to their regularly assigned reporting location in Santa Clara upon arrival for and departure from their normal work day or scheduled overtime assignment.

20. MILEAGE ALLOWANCE

Represented employees will be reimbursed for authorized use of a personal vehicle at the maximum current rate of reimbursement allowable as the standard deduction for mileage which is permitted by the Internal Revenue Service in the filing of personal income tax returns.

21. JOB SPECIFICATIONS CHANGES TO

Should the City substantially expand or increase the duties, responsibilities, or safety hazards of any job classification represented herein, City will meet with Union no later than thirty (30) days before the effective date of such change or changes, for the purpose of negotiating a salary adjustment for the so changed classification(s) at a level appropriate to compensate for the substantially increased duties, responsibilities, or safety hazards. However, if such changes to the job specifications for the classifications represented herein are implemented by the City simply for the purpose of reflecting or documenting duties, responsibilities, or safety hazards which have been a continuing practice in said classification(s), the City will only consult with the Union on the changes to the job specifications.

22. FLEXIBLE STAFFING

City management will recommend that the City Council and Civil Service Commission approve the creation of a Meter Technician II classification, (which may also be called a Meter Communications Technician). This classification will have an increased level of responsibility and be paid at a rate between the Sr. Meter Technician and Meter Technician job classifications. The regular process for approval of this classification shall be followed, including first requesting that the classification be created through the budget process. Once approved, the new job classification can be created, reviewed by IBEW and then submitted for approval to the Civil Service Commission and City Council. The City also agrees to flexibly staff both the Meter Technician – Meter Communications Technician job classifications and the Electrician – Electrician Technician job classifications, subject to years of service and educational/technical/certification/competency/budget requirements.

23. INDUSTRIAL INJURY/CONTINUATION OF MEDICAL INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental, vision and life insurance coverage for the employee and dependents up to the maximum amount allocated under Total Compensation for an employee who is disabled from work because of a work related injury, if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury, except to add children born within nine months of the injury.

B. Continuation of payment toward employee health/dental/vision/life insurance up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury, unless the employee continues to be on temporary disability status for a Workers' Compensation injury. Continuation of payment toward dependent health/dental/vision/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury.

C. The employee has supplemented his/her Workers' Compensation benefit with Sick Leave, Vacation, CTO or other paid leave sufficient to qualify for payment of the health, dental, vision and life insurance premium, and is no longer entitled to any salary from the City.

24. REST PERIOD FOLLOWING OVERTIME WORK

Any employee working eight (8) or more hours at the overtime rate during the fifteen (15) hour period immediately preceding the beginning of his/her regular work shift shall be entitled to a rest period of ten (10) consecutive hours on the completion of such overtime work with the following provisions:

A. No employee shall be required to work in excess of sixteen (16) hours without rest, unless an emergency is investigated and continued work is deemed necessary.

B. If the ten (10) hour rest period overlaps his/her regular work shift in whole or in part, he/she will be paid at the straight time rate for the time which falls within his/her regular work shift.

C. If the ten (10) hour rest period overlaps a portion of the first half of his/her work shift, the employee may be excused from work until the beginning of the second half of said shift. If the ten (10) hour rest period overlaps a portion of the second half of his/her work shift, he/she may be excused from work until the following work shift. He/she will be paid, however, for that portion of the rest period which overlaps his/her normal working shift. He/she will not be paid for the time between expiration of the rest period or his/her reporting for work.

D. Hours worked prior to a ten (10) hour rest period shall not be included in determining another rest period.

E. If the employee is called back to work during his/her ten (10) hour rest period, a new rest period will commence at the conclusion of such work.

F. If the beginning of the ten (10) hour rest period coincides with the beginning of the employee's normal work day, the employee will be paid through the remainder of the shift to include lunch.

G. Any employee who works a minimum of three (3) hours of overtime during the sleep period* will receive a ten (10) hour rest period commencing at time of release from duty.

   * Sleep period: A period of time starting ten (10) hours and ending one (1) hour before an employee's regularly scheduled shift begins.

H. Any employee who works less than (3) hours of overtime during the Sleep Period described in Section G will have earned a four (4) hour rest period commencing at the time of release from the overtime work duty. In the event an employee that has earned a rest period is released from the overtime work duty less than (2) hours before the start of his/her regularly scheduled work shift, he/she will have the option of waiving the earned rest period and instead begin his/her regularly scheduled work shift immediately when released from the overtime work duty. In this case, the employee would have his/her regular shift end early by the same amount of time as the employee started his/her regular work shift early (e.g., if the regular

schedule was 6:30 a.m. to 6:30 p.m. and the employee chose to start at 5:30 a.m. rather than taking an earned rest period, the employee's regular work schedule would end at 5:30 p.m.) And, the employee would not earn meals for the hours of the employee's new regular schedule.

If the employer chooses not to release an employee that has earned and not waived a rest period, the employee will be working at the double time rate until released from duty and permitted to leave work (i.e. go home), and the employee will be eligible to earn meals for these hours worked.

Employees who work a 12 hour shift, excluding Troubleshooters, and are requested to start work within three (3) hours and 59 minutes of their normal start of their shift are not eligible for a four (4) hour rest period. Double time will be paid for the greater of 3 hours or actual time worked prior to the start of their normal shift. All hours worked past 12 hours of the employee's actual start time will be paid at the double time rate. If the employee is called in for an emergency, the employee will be paid at the emergency rate until the emergency is concluded.

I. Notwithstanding the foregoing, if the employee is required to work during regular work hours on a work shift without having had a rest period for which he/she has qualified as set forth above, he/she shall be paid at the double time rate for all work performed until he/she has been released from duty for at least the number of hours for which he/she has qualified.

25. FOOTWEAR, SAFETY CLOTHING, AND TOOLS

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. 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.

26. AFFIRMATIVE RESPONSE TO EMERGENCY OVERTIME ASSIGNMENT

It is the policy of the City of Santa Clara to avoid the necessity for overtime work whenever possible. The City recognizes however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies. City will continue to allow employees to volunteer before requiring an employee to be called back to work or to work an extended work day for emergency overtime. Employees contacted for emergency overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employee's part to affirmatively respond to such requests and/or to

explain in writing such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action. The written explanation will be retained by the City until resolution of any dispute as to the validity of the explanation has been reached.

27. REDUCED WORK WEEK/REDUCED PAY AND VOLUNTARY TIME OFF(VTO)

Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

A. REDUCED WORK WEEK/REDUCED PAY

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of Sick Leave and Vacation.

3) No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

4) Impact on retirement and other benefits will be determined by the application of actual work hours and rates of pay required under each of those programs.

5) Overtime hours will be paid at the straight time rate for hours worked which are less than the employee's regular daily work schedule or 40 hours per week. Overtime hours worked in excess of the employee's regular daily work schedule or more than 40 hours per week will be at the appropriate overtime rate.

6) Either party may cancel the program with 30 days written notice.

B. VOLUNTARY TIME OFF

Employees may request voluntary unpaid time off under the following

conditions:

1) Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.

2) No impact on either Sick Leave or Vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.

3) No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

4) Voluntary time off may be taken without the employee first using all of his/her accrued Compensatory Time Off (CTO).

5) Either party may cancel the program with 30 days written notice.

28. EMERGENCY PAID LEAVE POOL

A. ADMINISTRATION

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board) consisting of two (2) members of the Union and the City's Director of Human Resources (or designee).

Determination of eligibility to use the emergency paid leave established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Union and their determination shall be final.

B. METHOD OF DONATION

1) Contribution of Vacation or CTO to the Emergency Paid Leave pool will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned Vacation, CTO or cash only. Conversion of Sick Leave to Vacation will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, bypassing Vacation conversion, computed at the contributing employee's base hourly rate of pay (excluding premium or

specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert Vacation that should be accrued to the employee to the pool when the employee's Vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees may contribute earned Vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. USE OF POOL

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board the name of the individual making the request, the date of the request, and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (Sick Leave including eligible conversion to Vacation, Vacation or CTO) prior to becoming eligible to request Vacation benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee, or the maximum allowable accrual of Vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Union.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular Vacation. The employee will continue to accrue Sick Leave, Vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited Vacation.

7) Emergency Paid Leave which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, Sick Leave and other benefits which have accrued to the employee will remain in the employee's account.

29. LIMITED/ALTERNATIVE DUTY

A. JOB RELATED ILLNESS OR INJURY

Effective with this MOU, employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation will be assigned to limited or alternative duty under the following condition:

Supervisors shall be advised of the medical condition of any industrial injury as soon as practical. Upon receipt of a Doctor's report which provides work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis if mutually agreed upon between the City and the employee.

Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation or who do not qualify for limited or alternative duty will be reassigned to a Monday through Friday work schedule to keep required medical or other workers' compensation commitments.

B. NON JOB RELATED ILLNESS, INJURY OR CONDITION

Effective with this MOU, employees who have a non job related illness, injury or condition which requires him/her to be off work may request to be assigned to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated unless no appropriate limited or alternative duty assignment is available under the following conditions:

1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis if mutually agreed upon between the City and the employee.

2) Upon a written release from his/her doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3) Employee may account for his/her regular work schedule through a combination of limited or alternative duty hours and Sick Leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

Under both of these limited or alternative duty assignments, employees will be required to work their regularly scheduled number of hours (normally forty [40] hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

In the event the Americans with Disabilities Act (ADA) requires modification of the provisions of this section, it is agreed that the law will prevail.

30. LAY-OFF POLICY

A. POLICY

The need for reduction in force shall be determined by the City Manager as a result of the resource allocation plan adopted by City Council. The determination to reduce the work force shall contain reasons for reduction and a listing of programs which are affected, and the specific City classifications and numbers within each classification which shall be reduced.

In the event the City demonstrates it is necessary to reduce the work force of represented employees, the City agrees to meet-and-consult with the Bargaining Group at least thirty (30) days prior to any layoff notifications, to receive recommendations as to how best to accomplish this process with the least impact on represented employees, and to explore alternatives.

If the City implements a reduction in work force, the City will administer the lay-off policy consistent with the following concepts:

1) SENIORITY: Seniority shall be determined by the current date of hire with the City as a regular full time or part time employee.

2) ORDER: The order of lay-off shall be as follows:

a. Temporary (as-needed) employees.

b. Probationary employees.
c. Permanent employees in inverse order of seniority within the classification being reduced.

3) NOTICE: When the City determines that it must implement a reduction in work force, notice to the employee shall be in writing at least thirty (30) days prior to the effective date of the lay-off. The Bargaining Group shall also receive concurrent notification of lay-off. The notice of lay-off shall contain the following:

a. Reason for lay-off.
b. Effective date of lay-off.
c. Opportunity to discuss with a representative of management.
d. Conditions governing re-employment.
e. Information regarding Unemployment insurance.

4) REASSIGNMENT (BUMPING): Employees identified for lay-off shall have reassignment rights (bumping) to the same classification in a different department or division based upon seniority as defined in Section 28 (A) (1) above. Employees must exercise these rights by notifying Human Resources, in writing, within fourteen (14) calendar days after receiving written notification of the lay-off.

In the event of lay-off, any employee so affected may elect to:

1) Bump into a position in a lateral or lower class in which he/she has permanent status, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.

2) Accept a position in higher class, provided he/she has held permanent status in such higher class, and further provided that the employee's transfer from the higher class was voluntary and occurred during his/her current period of employment, and provided he/she is otherwise qualified and is more senior than the least senior employee in such higher class.

3) Accept a vacant position in a lateral or lower class for which he/she is otherwise qualified.

4) Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on lay-off in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on lay-off, such employee will only be recalled to the classification from which the employee elected to be placed on lay-off.

B. RE-EMPLOYMENT/REINSTATEMENT LISTS

The names of regular or probationary employees laid-off according to this policy will be placed on a Re-employment List for each classification for

which the employee is eligible in the reverse order of the lay-off. Individuals' names will be retained on a Re-employment List for classified positions for the shorter of either three (3) years from the effective date of lay-off or the date on which a laid off employee rejects an offer of re-employment in the classification from which the former employee was laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

In the event an employee accepts reinstatement to a lower class than the one from which laid-off, such person's name shall remain on the Re-employment List for reinstatement to the class from which laid-off, lateral classes or other higher classes upon which his/her name appears, provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent lay-off. Laid off persons who are re-employed under this provision shall be re-instated with the same seniority, including leave accrual rates, as at the time they were laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

31. STEP INCREASES

Step increases will be applied as follows:

A. Employees who have an anniversary date that falls within the first week of the pay period and who have been approved for a step increase will be adjusted on the beginning day of the pay period during which the anniversary date falls.

B. Employees who have an anniversary date that falls within the second week of the pay period and who have been approved for a step increase will be adjusted on the beginning day of the pay period immediately following the anniversary date.

C. Upon approval of the Department Head, employees who have passed their probationary period will receive a step increase on the pay scale for their job classification each year on their anniversary date until reaching salary Step "5."

32. MEAL POLICY

Eligibility for and amounts of reimbursement for meals earned will be adjusted annually as provided for in City Manager's Directive (CMD) #15, except that employees shall receive premium pay for one hour in lieu of meals. If an employee chooses to take time to eat a meal rather than receive premium pay in lieu of the meal, the employee shall receive one hour for the meal, including travel time, whether eating at a work site or traveling to another location. If an employee believes additional time, up to a maximum of 1.50 hours, is required due to out of the ordinary travel time or wait time to be seated, the employee shall notify his/her manager of this need. In lieu time, and time taken for meals, will not count toward the number of hours required to qualify for additional meals.

33. JURY DUTY

Represented employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received from such duties. An employee who uses a private vehicle may keep any mileage fees. Employees who use City vehicles for travel to and from Court must remit jury and mileage fees to the City.

A. Swing shift personnel shall have release time on the day of Court attendance. Time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift.

B. Graveyard shift personnel must be released from the shift after Court attendance. The time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift. The balance of the shift will be offset by accrued Vacation or CTO. Graveyard shift employees may be assigned to the day shift through a voluntary shift trade with a fellow employee for the duration of the jury duty period.

C. For divisions with minimum staffing requirements, employees who have been released from work for Court appearance shall take the balance of their shift off as CTO or Vacation. For divisions without minimum staffing requirements, employees who are released from jury duty prior to the end of their regular shift shall have the option of requesting CTO or Vacation for the remainder of their shift or of returning to work.

D. Employees that must actually appear in person at jury duty and/or are selected to serve on a jury may request to flex or modify their work schedule during the period they are reporting to jury duty or serving on a jury. Management will evaluate and respond to such requests taking into account the requirements set forth in Sections 33.A., B., and C., operational needs, other staffing availability, and the employee's particular circumstances.

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 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) 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.

D. STEP 4

Within fifteen (15) working days of the receipt of the grievance material the 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

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.

35. PAID LEAVE WHILE ON WORKERS' COMPENSATION

When an employee is absent from work by reason of illness or injury arising out of and in the course of employment with the City which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall have a choice to either use or not use Sick Leave or Vacation to supplement his/her temporary disability payment to an amount not to exceed his regular salary.

36. TRAINING COMMITTEE

An Electric Utility Department Training Committee has been established. The purpose of this committee is to review training available to employees in the department and coordinate the development of proposals for use of department resources to provide opportunities for departmental employees to take part in such on the job training during work hours. The committee will be advisory to management and will consist of an IBEW appointed representative of each division of the department and management appointed representative(s). The committee will meet as necessary, but not later than two (2) months prior to the required date of submission of the initial annual budget requests by the department. Either management or the IBEW may call for at least four (4) meetings per year.

37. OUT OF CLASS ASSIGNMENT

Represented employees assigned to work temporarily in a higher classification than their own shall be paid at least 5% more than their prevailing salary or at the same step of the range of the higher classification, whichever compensation pattern is greater.

A. Such assignment will be paid for all actual time assigned to the higher classification, after a 4 hour elimination period on the first day of said assignment.

B. If the out-of-class assignment lasts more than 4 hours, out-of-class pay will begin with the first hour of the assignment.

C. For a continuing out-of-class assignment of less than 4 hour increments which lasts more than 4 hours over the duration of the assignment, out-of-class pay will begin with the first hour of the assignment.

A Utility Electrician or a Lineman/Linewoman who is assigned a "working clearance" responsibility, as described in the following paragraph, will receive an out-of-class assignment consistent with the level of responsibility assigned while working under that clearance.

For the purpose of this section, a working clearance is defined as any clearance which is issued by Electric Control on the City's high voltage generation, transmission or distribution system, for which a Utility Electrician or Lineman/Linewoman is assigned the responsibility for the performance and/or supervision of all work performed within the bounds of that clearance.

Any represented employee who is assigned to work out of class in an unclassified position will receive a 5% salary differential above the highest paid employee supervised or the salary established as 85% of Control Point for the unclassified position if such salary has been established, whichever compensation pattern is greater, provided that the requirements of (A), (B), and (C) above are satisfied.

To be eligible for out-of-class pay, the assignment must be in writing.

Management will exercise reasonable judgment in making all out-of-class assignments. The City retains the right to determine if an out-of-class assignment will be made. Assignments will be made based upon management's determination that an out-of-class assignment is necessary for the safe and efficient operation of the department or other reason management deems necessary. It will not be necessary to make an out-of-class assignment when two employees of the same classification are working together for the sole purpose of designating an "in charge" employee.

Out-of-class assignments for overtime work will begin immediately (no qualification period).

38. SEVERANCE PAY

Represented employees who are terminated from their position in the City of Santa Clara Electric Utility Department as a result of a buyout, merger or takeover of the electric utility during the term of this MOU shall be compensated at the rate of eighty (80) hours for each year of service as a City of Santa Clara employee to a maximum of (1280) hours [(32) weeks].

39. EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide a confidential Employee Assistance Program to be funded outside of Total Compensation each year.

40. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

41. PAY PERIODS

Non-salary allowances, payments or accrual rates that are for an agreed upon amount each calendar or fiscal year (for example annual sick and vacation accruals and boot allowances) but are paid for administrative purposes in equal incremental amounts each pay period, shall be the same agreed upon annual amount in years in which there are 27 pay periods instead of 26 pay periods. This agreement shall not modify anyone's salary rate.

42. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City has set up a Flexible Spending Plan (IRS Section 125 Plan) for employees, establishing accounts in which employees may contribute pre-tax dollars for dependent care and unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. The City will pay for administrative plan expenses. Participating employees will pay the monthly participation cost.

43. RELEASE TIME FOR UNION OFFICERS AND STEWARDS

A. TIME OFF FOR UNION REPRESENTATION

1) MEET AND CONFER: Two (2) designated members of the Union shall be allowed time off without loss of compensation for purposes of meeting with City representatives on matters within the scope of representation.

B. STEWARDS

1) Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees so selected and the areas to which they are assigned shall be certified in writing to the City by the Union. In the absence of the steward, an alternate may be appointed by the Union. A steward, during regular working hours, shall be permitted to investigate and present a grievance to the City without loss of pay, provided that the steward is first excused by his/her supervisor. Permission to perform steward functions shall not be unreasonably denied by the City.

2) If it becomes necessary during the course of his/her investigation for a steward to contact an employee in another department or division, the steward shall notify the supervisor of that department or division of the purpose of his/her investigation in advance. When the investigation is complete, the steward shall promptly report back to his/her supervisor.

C. REPRESENTATION

1) Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to a disciplinary action, he/she shall be entitled to have a steward present if he/she requests.

44. PRIMARY ASSIGNMENT, CHANGES IN

When a change in primary division assignment is to be made, employees in the affected classification will be afforded the opportunity to express their interest to be considered for the new assignment prior to that assignment being made.

Management reserves the right to make such assignments based on various factors including, but not limited to, work experience, length of service in the classification, and employee interest.

45. NEW EMPLOYEE ORIENTATION

The City shall generally provide the Union with ten (10) days advance notice of the date, time and location of new hire orientation of a new hire to a represented classification; however, the Union agrees that, where ten (10) days advance notice is not reasonable, (e.g. orientation to occur fewer than 10 days after employee accepts employment), the City will provide the Union with as much notice as possible. The City shall provide the Union with an exclusive 30-minute meeting with any new employee or group of employees covered by this MOU, as part of the employee(s)' new hire orientation. If the Union's selected representative is on duty, the representative shall receive release time to attend the new hire orientation meeting.

46. NEXT MEMORANDUM OF UNDERSTANDING

The Union and City will commence negotiations on a successor Memorandum of Understanding no later than September 29, 2021.

47. EMPLOYEE RIGHTS

All rights, privileges and working conditions enjoyed by the classifications represented by the Union, as defined in Resolution No. 2979, entitled "Employer-Employee Relations" dated December, 1972, and other City resolutions, if any, dealing with employee rights and benefits shall not be reduced during the term of this MOU.

For the duration of this MOU, except as provided herein, the wage and fringe benefits provided represented employees shall not be reduced except by mutual agreement between the City and the Union.

48. MANAGEMENT RIGHTS

Subject to State law and the provisions of City of Santa Clara Employer-Employee Relations Resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; establish and enforce reasonable dress and grooming standards; direct its employees; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and

personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force, and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City; to assign work to and schedule employees in accordance with requirements as determined by the City including but not limited to: establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish and modify probationary periods and reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City Council on its own behalf and on behalf of the City hereby retains and reserves unto itself all rights, power, authority, duty, responsibility and obligations conferred on and vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of such rights, power, authority, duty, responsibility and obligations by the City Council and the adoption of such rules, regulations, policies as are necessary and as they apply to employees represented by the Union shall be in accord with this MOU to the extent that they do not violate any of the reserved duties, responsibilities and obligations conferred on and vested in it by the laws, Charter of the City, Constitutions of the State of California, and the United States of America.

49. SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the meetings which preceded this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Therefore, for the life of this MOU, the City and the Union voluntarily and unqualifiedly waive the rights and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they met and signed this MOU.

Notwithstanding the foregoing, however, in the event any portion of this MOU is declared null and void by superseding Federal, State or City law, the balance of this MOU shall continue in full force and effect, and the parties shall immediately commence the meet-and-confer process to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent.

The City further reserves the right to consider required organizational and operational changes in the economical and efficient operation of the Department, whenever existing or future statutes bring about additional monetary costs.

Nothing in the foregoing shall prevent the parties to this agreement from meeting-and-conferring during the term of this MOU in matters of mutual concern. Such meeting-and-conferring shall be established and continued by mutual consent only. If, after meeting-and-conferring between the management representatives and the majority employee representatives, no agreement has been reached, such items under discussion shall remain unchanged.

FOR THE CITY OF SANTA CLARA

Edward Kreisberg
Lead Negotiator
Date: 12/5/19

Aracely Azevedo for
Teresia Zadroga-Haase
Director of Human Resources
Date: 12/9/19

Aracely Azevedo
Aracely Azevedo
Assistant Director of Human Resources
Date: 12/5/19

Kevin M. Kolnowski
Kevin Kolnowski
Chief Operating Officer
Date: 12/12/19

FOR THE CITY OF SANTA CLARA
ELECTRICAL WORKERS UNIT #3

Charley Souders
Charley Souders
Lead Negotiator
Date: 10/2/19

John Sanders
John Sanders
IBEW
Date: 10/2/19

Michael Keate
Michael Keate
IBEW
Date: 11/20/19

Jesse Murrill
Jesse Murrill
IBEW
Date: 11/20/19

Ben Brown
Ben Brown
IBEW
Date: 10/2/19

Tom Dalzell
Tom Dalzell
Business Manager
Date: 10/2/19

APPROVED:

Deanna J. Santana, City Manager

APPROVED BY THE CITY COUNCIL ON: AUGUST 20, 2019

ATTEST: _____ 12/16/19

City Clerk Date

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

This Agreement shall cover Electric Utility Generation Technicians, including Senior Electric Utility Generation Technicians (and any classifications created and/or modified to support Generation Division Operations & Maintenance), who will be required to work rotating shifts. This Agreement will also cover any employees working in other classifications that may be regularly assigned to the Generation Division and who are assigned to the positions of Electric Utility Generation Technician, Senior Electric Utility Generation Technician or to employees working out of class, or in an underfill or overfill capacity as an Electric Generation Technician or Senior Electric Utility Generation Technician. These shifts are at the request and for the convenience of the City of Santa Clara to ensure the safety, reliability, and operation of the City of Santa Clara's Electric Generation assets.

This Agreement and the Letter of Understanding dated January 13, 2005, implements the authority for changing working hours, Section 14 (WORK HOURS) of the Memorandum Of Understanding (MOU), between the City of Santa Clara and the IBEW Local #1245. This Agreement and the Letter of Understanding dated January 13, 2005, also serves to clarify that all working rules and benefits set forth in the MOU, and those items not discussed referenced in this Agreement, remain in full force and effect during the course of this Agreement.

I. SHIFT WORK

Shift work is defined as a job/position that is staffed with a rotating, twenty-four (24) hour per day shift, on a seven (7) day a week basis, including holidays. The City and the Union will determine shift schedule and agreed upon Shift Schedule will be written into this agreement in the area of SHIFT SCHEDULE AND HOURS, Section II. Shift Schedule can be changed in the future by mutual agreement. Any changes made to the existing Shift Schedule and Hours must be presented in writing and be agreed upon by the City and the Union. Shift schedule shall be structured to provide for the health, safety and well being of employees as much as practicable. The Shift Schedule shall be structured to minimize overtime, when possible, for regularly scheduled shifts.

II. SHIFT SCHEDULE AND HOURS

The shift schedule shall utilize the Seven (7) Days On – Seven (7) Days Off shift pattern. The twenty-four (24) hour period will be separated into a 12 hour Day and 12 hour Night shift. The regularly scheduled 12-hour shifts (Day 6:30 a.m.-6:30 p.m./Night *6:30* p.m.-6:30 a.m.) shall be considered the normal working hours for those shifts and will not be subject to the overtime provision of eight (8) hour days in Section 13 (OVERTIME) of the MOU. All hours worked in excess of twelve (12) hours a day for a regularly scheduled

shift or forty (40) hours in a work week shall be paid in accordance with Section 13 (OVERTIME) of the MOU, and consistent with Section V (BALANCING HOURS) of this agreement.

The shift cycle shall commence on a Wednesday and end on the following Tuesday to provide for equitable distribution of working hours in each pay period. The Shift Schedule document is available in hard copy only in the Human Resources and Electric Departments.

The City may be required to change an employee's schedule to Day Shift (5-day8 hour schedule) or transfer to a different Operation Shift (7-day 12 hour schedule) to accommodate maintenance activities, training assignments or operating shift transfers due to employee requests, vacancies or knowledge transfer. Recognizing that the employee should be given time to adjust to shift changes, the preferred method to accomplish these changes in Work Schedules will be as follows:

When transferring from an Operating Shift (7-day, 12 hour schedule) to the Day Shift (5-day 8 hours schedule) the employee will conclude his/her shift on a Tuesday and return to work on the following Monday to begin a new 5-day 8 hour schedule. No overtime will be incurred when the employee begins his/her new Day Shift assignment. When transferring back from the Day Shift (5-day 8 hour schedule) to an Operating Shift (7-day 12 hour schedule), the employee will conclude his/her shift on a Friday and return to an Operating Shift (7-day 12 hour schedule) on the following Wednesday without incurring any overtime when the employee begins his/her Operating Shift assignment.

Exception: *On rare occasions, if the City decides, when transferring an employee to an Operating Shift on an opposing Operating Shift schedule, that it will be more efficient to transfer an employee(s) directly from one Operating Shift to an opposing Operating Shift without first transferring to Day Shift, the affected employee(s) will conclude their Operating Shift on Tuesday, take Wednesday, Thursday, Friday and Saturday off, and report to their new Operating Shift on Sunday, Monday and Tuesday. For these three 12 hour shifts, the employee will be compensated at a premium rate. Specifically, Sunday, Monday and Tuesday will be paid at the overtime rate for all hours worked; to include double time after 8 hours of overtime. Meals will not be paid for these overtime instances. The employee will then be considered transferred to the new Operating Shift which will adhere to the scheduled working days and off days for that Operating Shift assignment. It should also be noted that only the affected employees will be eligible for the incurred overtime due to the transfer and the City will not assign employees based on the current Overtime Guideline.*

III. START TIME AND WORK WEEK

Start times shall be 6:30 a.m. to 6:30 p.m. for the Day shift and 6:30 p.m. to 6:30 a.m. for the Night shift. Shift schedules for a workweek shall be staggered to ensure that regularly scheduled work hours are as equal to a 40-hour workweek as possible. Shift schedules, due to their nature, typically result in 36 hour and 48 hour workweeks.

The workweek is assumed to start at 6:30 a.m. on Sunday and end the following Sunday at 6:29 a.m. for the purpose of pay period calculation.

IV. NIGHT SHIFT PREMIUM

The twelve hour shift schedule to staff the DVR Power Plant will be effective January 30, 2005. There will be two shifts per 24 hour period. The day shift begins at 6:30 a.m. and ends at 6:30 p.m. The night shift begins at 6:30 p.m. and ends at 6:30 a.m. and a 5% night differential shall only be applied to hours worked between the hours of 6:30 p.m. and 6:30 a.m.

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 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 hour scheduled work week.

VI. HOLIDAYS

Holidays are assumed to be the twenty-four (24) hours starting at 7 a.m. on the observed holiday. An employee who is scheduled to work on an observed holiday shall receive overtime compensation as stated in the MOU. Represented employees will receive eight (8) hours of holiday pay at straight time for observed holidays.

VII. LUNCH AND BREAKS

Time to consume meals and take periodic breaks for shift employees shall be considered as time worked. Meals and breaks will be taken at the workstation or as otherwise directed by supervisory personnel. No meal allowances shall be paid for regularly assigned shifts.

VIII. OVERTIME

Overtime and rates of pay for shift workers shall be governed in accordance with this Agreement and with Section 13 (OVERTIME) of the MOU.

IX. CALL OUTS

Abiding by the overtime rules in Section 13 (OVERTIME) of the MOU and CMD #39, Call Outs will be handled as scheduled (pre-arranged) or emergency overtime when applicable. A detailed call out procedure will be jointly developed that provides employees reasonable time off and minimizes overtime costs.

X. REST PERIODS

Rest periods following overtime work for shift workers shall be governed in accordance with Section 20 (REST PERIOD FOLLOWING OVERTIME WORK) of the MOU.

XI. PAID LEAVE

A shift work employee who does not work for an entire regularly scheduled shift, shall use 12 hours of paid leave (Vacation, CTO, PL, Sick, etc.). An employee who works a portion of a regularly scheduled shift will use paid leave for the time not worked in increments of one tenth (1/10th) of an hour.

XII. ELECTION DAYS

Considerations shall be made to ensure employees have time off to vote in elections in accordance with California state law and Federal law.

XIII. BENEFITS

All benefits which are based on an employee's base rate of pay shall be based upon a forty (40) hour workweek. Benefits based upon an employee's actual earnings will be so determined.

XIV. TRAINING AND MEETINGS

Employees that are required to attend meetings, training, etc. on regularly scheduled days off or other time off will be subject to overtime pay as outlined in Section 13 (OVERTIME) of the MOU and CMD #39. The City will provide employees with reasonable advance notice of training/meetings scheduled for employees' days off.

XV. MAJOR OVERHAULS, EMERGENCIES, INDIVIDUAL TEMPORARY ASSIGNMENTS

Employees may be temporarily assigned to a non-rotating shift schedule. The City will determine the number of employees in each classification that are needed for each watch and select volunteers based upon classification and highest seniority from each watch. In the event there are not enough volunteers (by classification, from each watch), employees will be assigned to the new assignment based upon classification and the lowest seniority individual on the watch. These assignments are to be temporary in nature and not a permanent reassignment. These work reassignments will generally have a known scope and estimated duration.

XVI. ROTATION TO DAY SHIFT MAINTENANCE

With a normal complement of 14 employees, two employees will be normally assigned to the day shift. The primary purpose of the day shift assignment will be to perform maintenance at Cogen and Gianera but may be used for other assignments such as maintenance at DVR, training, new employee orientation and training, or other assignments as determined by the City. The City will use best efforts to provide equal opportunity for all employees to work this day shift. The expected duration of each assignment will be one to two months and coordinated with the individual employee to ensure he/she receives 40 hours in each workweek as well as the appropriate number of days off. The work hours of the assignment will be a 9-80 or a 5-8 schedule (the actual work day schedule will be the same work day schedule as the day shift employees in Transmission and Distribution). Normal work hours will be 6:30 am to 3:30 p.m. on the 9 hour days and 6:30 a.m. to 2:30 p.m. on the 8 hour day.