

**Side Letter Agreement Amending the Memorandum of Understanding
Between the City of Lodi and International Brotherhood of Electrical Workers
January 1, 2025 – December 31, 2028**

This Agreement is entered into and effective as of January 1, 2025, between the City of Lodi, a municipal corporation (“City”), and Local 1245 International Brotherhood of Electrical Workers (IBEW).

RECITALS

WHEREAS, the Memorandum of Understanding (MOU) between IBEW and the City has a term of January 1, 2025 through December 31, 2028; and

WHEREAS, the Electric Utility added a new job classification of Apprentice Substation Technician in their FY2024/25 fiscal budget; and

WHEREAS, during the negotiation process for the successor MOU, a scrivener’s error occurred when the job title/classification of Apprentice Substation Technician was precluded from Article 4.4, 7.4, and 36.1 respectively; and

WHEREAS, Article 4.4 of the IBEW MOU discusses the Electric Lineman Apprentice program; and

WHEREAS, Article 7.4 of the IBEW MOU lists the job titles/classifications that are eligible for city provided uniforms; and

WHEREAS, Article 36.1 of the IBEW MOU lists all job titles/classifications represented by IBEW; and

WHEREAS, representatives from the City and IBEW have met and conferred in good faith to discuss the modification of the MOU and agreed to amend Article 4.4, Article 7.4, and Article 36.1 of the IBEW MOU to include the job title/classification of Apprentice Substation Technician; and

NOW THEREFORE, City and IBEW agree to amend Article 4.4, as follows:

ARTICLE IV – SALARY

4.1 Market Adjustment

Classifications identified in the City’s total compensation study as being below market median total compensation will have their base hourly pay rate increased to the salary range closest to market median, on a step for step basis, (total employee compensation) effective the first full pay-period following January 1, 2025 (See Attachment A).

4.2 Cost of living Adjustment (COLA)

The City shall provide wage adjustments for all classifications in the bargaining unit the first full pay period in January 2025, and over the term of the contract, as follows:

- Effective the first full pay period following January 1, 2025, employees shall receive a two percent (2.0%) salary increase.
- Effective the first full pay period following January 1, 2026, employees shall receive a two percent (2.0%) salary increase
- Effective the first full pay period following January 1, 2027, employees shall receive a two percent (2.0%) salary increase
- Effective the first full pay period following January 1, 2028, employees shall receive a two percent (2.0%) salary increase

4.3 In 2023, the City conducted a City-Wide Total Compensation study. The City agrees to prepare a similar Total Compensation Study for IBEW prior to the end of this contract.

For IBEW comparison purposes, the recognized survey cities are as follows:

- City of Roseville
- City of Redding
- City of Alameda
- City of Healdsburg
- City of Palo Alto
- City of Ukiah
- Silicon Valley Power
- Truckee Donner Public Utility District

4.4 Lodi has entered into a separate agreement with the California – Nevada Joint Apprenticeship Training Committee (“JATC”) to provide training for Electric Line and Substation Technician Apprentices.

The Electric Line and Substation Apprentice programs isare intended to be a program of seven steps. An Electric Line Apprentice I or II will be eligible for consideration for a merit increase upon completion of 13 pay periods in a step, provided available workload provides appropriate experience and provided further that the Electric Line Apprentice I or II is making normal progress in training and testing. The Apprentice Electric Line Apprentice I or II will advance from step to step, when the Electric Utility Director or his/her designee determines that the Electric Line Apprentice I or II has achieved the qualifications necessary for such advancement and approvals are received pursuant to Lodi policies and procedures.

An Apprentice Electric Line Apprentice I or II will be paid when working or training on-the-job in the field.

An Electric Line Apprentice I or II will be entitled to straight time pay for up to 40 hours per week and for reasonable expenses in accordance with Lodi policies and procedures, subject to approval, while training one week per year at JATC’s facility. An Apprentice Electric Line Apprentice I or II will not be entitled to pay or expenses for weekend training at JATC facilities.

Apprenticeship classroom training by Lodi personnel or at Lodi facilities will be on paid time if during normal work-hours or unpaid if outside normal work-hours. Study will normally be outside of work hours, and without pay, but the Electric Utility Director or his/her designee may permit limited apprenticeship study during paid work-hours, workload permitting, typically during inclement weather.

~~Electric Line Apprentices I or II~~All Apprentice's are on probation at all times while they are classified as an Apprentice~~Electric Line Apprentices I or II~~.

4.5 Effective the beginning of the pay period which includes January 1, 2015, the Rubber Glove premium was incorporated into base pay and there shall be no additional premium pay for Rubber Glove. The Rubber Glove premium shall become a job requirement of applicants and incumbents currently receiving the premium, and as such, it will be incorporated into salary. Job descriptions have been updated to reflect this additional job requirement.

4.6 Those employees required to have a Class "A" commercial driver's license as part of their employment will receive \$600.00 per year, paid bi-weekly.

a. Effective January 1, 2022, the following job classifications require a Class "A" commercial driver's license:

Groundworker	Utility Equipment Specialist
Electric Line Apprentice	Electric Lineman
Electric Foreman	Construction/Maintenance Supervisor

Incumbents in classifications that do not require a Class "A" commercial driver's license, who have agreed to voluntarily maintain their Class "A" commercial driver's license in accordance with City policy, will receive \$600.00 per year for possession of a valid Class "A" commercial driver's license, paid bi-weekly.

b. Employees represented by the IBEW Local 1245 and hired after August 1, 2008, in classifications that require a Class "A" commercial driver's license will be required to obtain a valid Class "A" commercial driver's license within one (1) year of their hire date (or as defined in their job description). Following the issuance of a Class "A" license employees will receive \$600.00 per year (paid bi-weekly effective the first pay period after the date of issuance of license) for maintaining a Class "A" license in accordance with City policy.

c. Loss of a valid Class "A" commercial driver's license will result in loss of the stipend (pro-rated) until such time as the license is reinstated.

4.7 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

NOW THEREFORE, City and IBEW agree to amend Article 7.4, as follows:

ARTICLE VII - TOOLS AND UNIFORMS

7.1 The City and the IBEW Local 1245 mutually agree that the City will supply necessary tools and equipment for employees in accordance with the following procedure.

Consistent with the needs of the employee as related to his/her job classification, and to aid the employee in the performance of his/her work in a safe and efficient manner, the City will provide the following list of basic hand tools, work gloves and equipment:

Skinning knife	Utility bag	Safety glasses
Work gloves	Ruler, 6', wood	Rubber boots
Pliers, side cut	Hammer, claw	Rain gear
Screwdriver, 10"	Wrench, adjustable 12"	Wrench, adjustable 8" or 10"
Safety strap	Adjustable (pump) pliers 10"	

7.2 In addition, effective with the first pay date following City Council approval of the MOU, the City will provide a boot allowance of \$500.00 per calendar year to all classifications within the bargaining unit except those listed below. The boot allowance will be paid bi-weekly as part of a regular paycheck.

No boot allowance will be provided for the following classifications:

- Operations Supervisor
- Distribution Operators I/II
- Electrical Engineering Technician
- Senior Engineer Technician

7.3 The tools described in Section 7.1 will be furnished in accordance with the following controls:

- . Each employee will be responsible for the care, preservation, and proper use of tools and equipment issued to him/her. Tools and equipment lost or damaged through improper use will be replaced at the employee's expense.
- . All unsafe, broken, or worn out tools will be replaced on an exchange basis.

7.4 The City shall provide uniforms for all field employees that conform to regulatory standards. Newly hired employees in the following classifications will be provided with nine (9) pairs of pants; twelve (12) shirts; two (2) sweatshirts/vests; and, one (1) jacket:

Apprentice Substation Technician

Construction & Maintenance Supervisor
Electric Lineman Apprentice I/II
Electric Lineman/Linewoman
Electric Foreman
Electric Troubleshooter
Troubleshooting Supervisor
Substation/Metering Supervisor

Substation Technician
Electrician
Metering Technician
Utility Equipment Specialist
Electric Materials Technician
Utility Warehouse Supervisor

- 7.5 Damaged, torn or excessively worn uniforms will be replaced as needed. Upon separation from employment with the City, all City purchased uniform items that have the City of Lodi logo on them must be returned to the City.
- 7.6 All new clothing purchased after March 11, 2020 will have the 3 inch “City of Lodi Electric Utility” logo(s) added on left or right chest area and “IBEW Local 1245” in ¾” block letter on upper sleeve for union members in the appropriate thread to conform to regulatory standards.
- 7.7 All on-line purchases must be approved by the Electric Utility Superintendent or Department Head prior to ordering.
- 7.8 The Approved City of Lodi Electric Utility logo must be visible and clearly identifiable at all times throughout the course of the normal workday (avoid busy print clothing). All sweatshirts, jackets, and traffic vests must have logos.

NOW THEREFORE, City and IBEW agree to amend Article 36.1 as follows:

ARTICLE XXXVI - EMPLOYEE REPRESENTATION

- 36.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the International Brotherhood of Electrical Workers, Electric Utility Unit, Local 1245 (hereinafter referred to as IBEW Local 1245).

The parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Milias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the IBEW Local 1245. If the IBEW Local 1245 wishes to negotiate over such a matter, it shall notify the City within ten (10) work days of notice, and the parties shall commence negotiations within ten work days of the IBEW Local 1245's notification. If the IBEW Local 1245 does not respond within ten work days of the City's notification, the City will have no further obligation to negotiate over the matter.

The terms and conditions of this MOU are applicable to those employees in bargaining unit classifications represented by IBEW Local 1245. Those classifications are as follows:

- [Apprentice Substation Technician](#)

- Construction/Maintenance Supervisor
- Electric Distribution Operator I
- Electric Distribution Operator II
- Electric Distribution Operator Supervisor
- Electric Foreman/Forewoman
- Electric Groundworker
- Electric Line Apprentice I
- Electric Line Apprentice II
- Electric Lineman/Linewoman
- Electric Materials Technician
- Electric Troubleshooter
- Electrical Engineering Technician
- Electrician
- Lead Electrician
- Metering Technician
- Senior Electrical Engineering Technician
- Substation Technician
- Substation/Metering Supervisor
- Troubleshooting Supervisor
- Utility Equipment Specialist
- Utility Warehouse Supervisor

The terms and conditions of this MOU are applicable to the above-enumerated classes which constitute the Unit represented by the IBEW Local 1245.

- 36.2 Upon written notification from the Union of signed authorization by the employee, the City shall deduct monthly membership dues or fees from the employee's wages and remit said dues or fees to IBEW Local 1245.

The IBEW Local 1245 shall indemnify the City against any claims made and against any suit instituted against the City by said employee for deductions of monthly dues or fees based on reliance of information provided by the Union. In addition, the IBEW Local 1245 shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

- 36.3 The City shall begin deductions of dues or fees in the amount prescribed by IBEW Local 1245 in the first full payroll period after receipt of written certification of employee authorization from IBEW Local 1245. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change deductions to IBEW Local 1245 and shall rely on information provided by IBEW Local 1245 regarding whether deduction for IBEW Local 1245 were properly canceled or changed.

- 36.4 Changes in the IBEW Local 1245 membership dues rate shall be certified to the City in writing over the signature of the Business Representative. The change will be implemented in the first full payroll period after receipt of the notification.

