MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LOCAL 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

ELECTRIC UTILITY UNIT

May 1, 2014 to December 31, 2017

Table of Contents

CHAPTER 1. SALARIES AND OTHER COMPENSATION

Article I	Compensation for Illness or Injury Incurred in Course of employment	1
Article II	Court Appearances/Jury Duty	1
Article III	Overtime	2
Article IV	Salary	4
Article V	Standby Duty	6
Article VI	Temporary Upgrade	8
Article VII	Tools and Uniforms	8
Article VIII	Tuition Reimbursement	9

CHAPTER 2. LEAVES

Article IX	Catastrophic Leave	10
Article X	Bereavement Leave	10
Article XI	Holidays	11
Article XII	Leave of Absence	11
Article XIII	Sick Leave	12
Article XIV	Vacation	12

CHAPTER 3. INSURANCE AND RETIREMENT

Article XV	Chiropractic Coverage	13
Article XVI	Deferred Compensation	13
Article XVII	Dental Insurance	13
Article XVIII	Life Insurance	13
Article XIX	Long Term Disability	13
Article XX	Medical Insurance	14
Article XXI	Retirement	15
Article XXII	Sick Leave Conversion	16
Article XXIII	Vision Insurance	17

CHAPTER 4. SAFETY

Article XXIV	Safety	18

CHAPTER 5. WORK HOURS, SCHEDULES, MEALS

Article XXV	Hours	20
Article XXVI	Inclement Weather	21
Article XXVII	Meals	21
Article XXVIII	Trouble Truck	22
Article XXIX	Utility Service Operator Relief Procedure Single Shift Plan	24
Article XXX	Utility Service Operator Procedure	25

CHAPTER 6. ASSOCIATION/CITY ISSUES

Article XXXI	Changes in Memorandum of Understanding	26
Article XXXII	City Rights	26
Article XXXIII	Demotion and layoff	27
Article XXXIV	Drug and Alcohol Policy	27
Article XXXXV	Employee Representation	27
Article XXXVI	Grievance Procedure	31
Article XXXVII	Disciplinary Proceedings	34
Article XXXVIII	Mutual Consent Clause	37
Article XXXIX	No Strikes	37
Article XL	Policy Manual	38
Article XLI	Probationary Period	38
Article XLII	Rest Period	38
Article XLIII	Miscellaneous	40
Article XLIV	Term	41

Attachment A	Salary Schedule	42

City of Lodi

And

International Brotherhood of Electrical Workers

2014 – 2017

Chapter 1. Salaries and Other Compensation

ARTICLE I - COMPENSATION FOR ILLNESS OR INJURY INCURRED IN COURSE OF EMPLOYMENT

1.1 The City and the IBEW mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his/her employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal his/her regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, at the employee's discretion be charged to the employee's sick leave, vacation leave, or compensatory time off account. Such choice shall be made at the time the time cards are turned in and shall not be changed after being submitted. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE II - COURT APPEARANCES/JURY DUTY

2.1 The IBEW concurs with the existing City policy which provides that no deduction shall be made from the salary of an employee while on jury duty.

2.2 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his/her full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half time his/her regular pay for the time spent in any appearance as required by this article. As a prerequisite for payment to off-duty employees, the Electric Utility Director or his/her designee must be notified in writing of the off-duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

2.3 Voluntary grand jury service such as that service in San Joaquin County is not covered by Jury Duty leave.

2.4 Swing and Graveyard Shift Utility Service Operators called in for jury duty for a second consecutive day will be reassigned to the Day Shift, Monday through Friday for the remainder of the jury duty.

ARTICLE III - OVERTIME

3.1 Overtime work is work performed by an employee at times other than those normally required for his/her employment and includes time worked as follows:

1. in excess of forty hours in a work week,
2. in excess of nine hours in any work day,
3. time worked outside of regular hours of work on a work day,
4. time involved on non-work day, and
5. time worked on a holiday.

Overtime, except as provided for in Article V, Section 5.1 shall be compensated as follows:

1. Prearranged at the rate of one and one-half times the straight time rate of pay. Prearranged work shall mean that the employee was notified of the work prior to the end of the preceding regular workday. All other work shall be considered "non-prearranged" or "emergency" work.
2. All other overtime at the rate of two times the straight time rate of pay. The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight time rate of pay. Any time worked on a holiday will be paid at two times the employee's rate of pay.

3.2 The City may change the hours of work as stated in 25.1 after consultation with the employees and the employee organization involved, provided however that no change or alteration of hours or schedules will be made for the sole purpose of avoiding the payment of overtime.

3.3 Employees who are required to report for work on their non-work days, or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than two hours.

3.4 Any employee reporting for prearranged work wholly outside of his/her regular hours on a regular work day shall be compensated at the overtime rate for actual time worked, but in no event shall he/she be paid for less than two hours.

3.5 Any employee refusing to work on a holiday after having received forty-eight hours of such work scheduling, and having failed to secure a replacement with management approval, shall not be compensated for that holiday.

3.6 Overtime shall be distributed as equally as possible among those employees in the same classification who voluntarily sign the biweekly overtime call-out list. The City reserves the right for emergency call-out work to first call employees on the list who meet a 20-minute response time requirement. The City retains the right to call any qualified City employee to fill in crews after the overtime list is exhausted. No employee shall be required to trade time for the purpose of avoiding payment of overtime.

3.7 Employees may exchange work days with other employees in the same classification provided:

1. both employees are agreeable to the exchange; and
2. neither employee work more than forty hours during the work week involved; and
3. the exchange receives management authorization.

3.8 When, at the request of the supervisor in charge, an employee reports for prearranged work:

1. On work days outside of his/her regular work hours he/she shall be paid overtime compensation for actual work time in connection therewith, provided however, that if any such employee continues to work into or beyond his/her regular work hours he/she shall be paid overtime compensation only for actual work time up to his/her regular work hours.
2. On non-work days or on holidays he/she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this section prearranged notice has been given by the end of his/her preceding work period on a work day.

3.9 Subject to the following limitations, any employee eligible for overtime pay may choose to accept compensatory time off (CTO) in lieu of cash compensation for earned overtime. CTO will be granted at the applicable overtime rate for each hour of overtime earned.

3.10 The maximum accumulation of CTO at any time shall be limited to 240 straight time hours, but will be reduced to 120 hours and paid at the current hourly rate of pay in the first full pay period in January of each year. The employee may request to reduce his/her accumulation to an amount below the mandatory reduction to 120 hours. In addition, an employee may request pay off of any portion of his/her compensation on the first of April, July and October.

3.11 An employee shall decide whether earned overtime will be recorded as overtime, CTO, or an equivalent combination prior to submission of their next time card. Such decision shall be irrevocable subsequent to the submission of the time card.

3.12 An employee's request to use accumulated CTO shall be granted at the sole discretion of the department supervisor with due consideration to both the wishes of the employee and the efficient conduct of City business. Two working days notice is required. However, if the supervisor feels the workload is such that shorter notice is acceptable, he/she may grant CTO accordingly.

ARTICLE IV - SALARY

4.1 There will be no cost of living adjustments for the duration of this MOU.

4.2 City shall provide a one-time, non-persable, payment of $2,300.00 to each member of the bargaining unit, excluding those members who receive Rubber Glover premium pay, who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled 2014 calendar year pay check within two pay periods of the approval of this MOU by the City Council.

Effective January 1, 2015, excluding those who receive rubber glove premium pay, each member of this bargaining unit will receive 40 hours of personal leave with a cash-out option. Effective January 1, 2016, members will receive 40 hours of personal leave with a cash-out option. Effective January 1, 2017 members will receive 40 hours of personal leave with a cash-out option. Leave may be taken as cash payment during the calendar year, except in the months of May and June. Leave must be used or will be cashed-out prior to December 30 of each year. A request to cash out leave must be in writing and submitted to the Finance Division. The provisions in this paragraph sunset on December 31, 2017.

4.3 Lodi has entered into a separate agreement with the California – Nevada Joint Apprenticeship Training Committee ("JATC") to provide training for Electric Line Apprentices.

The Electric Line Apprentice program is 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 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 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 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 are on probation at all times while they are classified as Electric Line Apprentices I or II.

4.4 A Rubber Glove premium of 10% will be available for eligible Electric Lineman/Linewoman, Electric Foreman/Forewoman, Electric Troubleshooter, Senior Electric Troubleshooter, Electrical Technician, Senior Electrical Technician and Construction/Maintenance Supervisor who have successfully completed training to handle and manage 'live' wires with certified rubber gloves. Eligibility will be determined by the Electric Utility Director based upon industry standards.

Effective the beginning of the pay period following City Council approval of the MOU, the City shall increase the Rubber Glove premium to 20%.

Effective the beginning of the pay period which includes January 1, 2015, the Rubber Glove premium shall be 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 will be updated to reflect this additional job requirement.

4.5 Employees who work in the Utility Service Operator position will receive a 10% premium when working Relief.

4.6 Those employees required to have a Class "A" commercial driver's license as part of their employment will be given $600.00 per year.

a. The following employees represented by the IBEW and hired before August 1, 2008 have obtained and agree to maintain their Class "A" commercial driver's license in accordance with City policy. As such, these employees will receive $600.00 per year for this requirement, paid in October of each year.

Barry Fisher	Ed Fitzpatrick
Brian Henry	Elton Lamborn
Danny Souza	Richard Willett

b. Employees represented by the IBEW and hired after August 1, 2008, will be required to obtain a valid Class "A" commercial driver's license within one (1) year

of their hire date. Following the issuance of a Class "A" license these employees will receive $600.00 per year (pro rata to date of issuance of license) for maintaining a Class "A" license and annually each year thereafter in accordance with City policy.

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.

4.8 Effective the beginning of the pay period following City Council approval of the MOU, the City shall increase the salary of the Senior Electrical Technician classification by 7.2%.

ARTICLE V - STANDBY DUTY

5.1 Employees assigned to standby duty for emergency calls shall receive straight time pay for each standby period as follows:

	Other Employees	Utility Service Operators
On work days	3 hours	3 hours
On non-work days	4 hours	3 hours
On observed holidays	8 hours	6 hours
December 24 (When Observed)	5 hours	4 hours

For call-outs related to paid standby duty, the employee will be compensated at the rate of one and one-half times the straight rate of pay, with a two-hour minimum for the first call, in addition to the appropriate standby pay (no offset). This applies to all types of standby assignments. However, when it becomes necessary for the employee on standby to become part of a crew, he/she will be compensated at the rate of two times the straight rate of pay for all hours worked as a member of such crew.

For purposes of this provision, a crew shall be defined as three or more employees engaged in a common task.

When it becomes necessary to dispatch a crew to accomplish the emergency work, every effort will be made to dispatch an entire crew so that the employee on standby duty can be released from that situation and be available to respond to additional calls. If the Utility Service Operator is unable to dispatch an entire crew and the standby employee is required to work as a member of the crew, the standby employee will be paid at the rate of two times the straight time rate of pay, commencing at the time the last attempt was made to contact an employee from the call out list i.e. "once through the list." In the case where the above situation is the first call of the standby period, the employee on standby duty shall be paid no less than an amount equal to two hours at the time and one-half rate.

In situations that require two employees to accomplish the emergency work, the employee on standby duty will be paid at the rate of one and one-half times the straight rate for all hours worked.

In addition to the "Standby Duty Pay" (above) the employee on standby shall be paid at the rate of one & one half times the straight time rate of pay for time worked on emergency calls. The first call-out will be paid at two hours minimum at the overtime rate. Subsequent calls will be paid for actual time worked at the overtime rate. The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight time rate of pay.

STANDBY ELECTRIC TROUBLESHOOTER OR SENIOR ELECTRIC TROUBLESHOOTER:
The Standby Electric Troubleshooter or Senior Electric Troubleshooter will be the swing-shift Electric Troubleshooter, going off duty at 1800 hours. This duty will begin at the end of the first day worked on swing shift (1800 hours) and will continue to the day shift following the last day worked on the swing shift (0700 hours), for a period of 13 hours per day. Holiday standby shall be the 24 hours starting at 0700 hours on the day of the holiday and continuing to 0700 hours on the day after the holiday. Troubleshooters may work a 9/80 schedule.

The Standby Utility Service Operator and Electric Troubleshooter will be provided pagers operable by the answering service.

5.2 Employees assigned to standby duty (example: the Trouble Truck) on an observed holiday shall receive eight hours straight time pay for that day in addition to the regular holiday pay. Time worked on an emergency call shall be paid at the rate of one and one half times the straight time rate of pay with a minimum of two hours (there will be no offset on standby pay), subsequent calls will be paid for actual time worked.

5.3 If an employee assigned to standby duty is called for emergency work more than once in a twenty-four hour period from midnight to midnight, minimum overtime compensation shall be paid only for the first call outside of such employee's regular work hours on work days or at any time on his/her non-work days; for subsequent calls overtime compensation shall be paid for his/her actual work as herein provided. For the purpose of this section, concurrent calls or successive calls without a break in work time shall be considered as a single call. If by reason of a call an employee works less than two hours and into his/her regular work hours such call shall not be considered as a first call for the purpose of the minimum overtime compensation.

ARTICLE VI - TEMPORARY UPGRADE

6.1 The City of Lodi and the IBEW mutually agree that any Electric Utility Department employee temporarily assigned to a higher classification than their regular classification shall receive a 10% wage increase while in this status. However, in no event shall the

upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded. This provision shall only apply when such time worked is more than four hours cumulative during an eight-hour period.

6.2 When, in accordance with Section 6.1 above, the City requests members of a line crew to temporarily replace their foreman/forewoman and all members of the crew refuse to accept the assignment, the City reserves the right to send these crew members home without pay, if in the City's judgment, their safety or the satisfactory completion of their work depends upon supervision by a qualified individual assuming foreman/forewoman responsibilities. Normal crew work would resume when the City deems that adequate supervision is available.

6.3 In the event a person is upgraded in a two-man crew situation the employee will receive a 5% premium for all such time worked in excess of four hours during the normal work day.

6.4 All Utility Service Operator II's shall fill the Utility Service Operator Relief position in a sequentially rotating manner to coincide with the regularly scheduled Monday through Thursday Utility Service Operator.

ARTICLE VII - TOOLS AND UNIFORMS

7.1 The City and the IBEW 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 quarterly payment following City Council approval of the MOU, the City will provide a boot allowance of $500.00 per calendar year to all Electric Lineman/Linewoman, Electric Foreman/Forewoman, Construction/Maintenance Supervisor, Electric Troubleshooter and Senior Electric Troubleshooter. In addition, the City shall provide a boot allowance of $200.00 per calendar year for all other classifications. This amount to be paid quarterly as part of a regular pay check.

7.3 The above tools 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.
- The City will provide each employee with three pairs of gloves per fiscal year.

7.4 The City shall provide uniforms and laundry service for all field employees that conform to regulatory standards.

ARTICLE VIII - TUITION REIMBURSEMENT

8.1 Tuition reimbursement will be provided in accordance with the City's current Tuition Reimbursement Policy.

8.2 The City will pay all cost of license fees, physicals and training required for licenses and permits.

Chapter 2. Leaves

ARTICLE IX - CATASTROPHIC LEAVE

9.1 Catastrophic leave will be provided in accordance with the City's current Catastrophic Leave Policy.

ARTICLE X - BEREAVEMENT LEAVE

10.1 Regular employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three working days.

The immediate family shall be limited to an employee's:

spouse	parent	grandparent
grandparent-in-law	parent-in-law	child
grandchild	son-in-law	daughter-in-law
stepchild	brother	sister
half-brother	half-sister	foster parents

or a more distant relative who was a member of the employee's immediate household at the time of death.

10.2 A permanent employee will be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect, but not to exceed one day.

ARTICLE XI - HOLIDAYS

11.1 Members of this unit will observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Memorial Day	4th Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after the 4th Thursday in Nov.
Christmas	December 25

If a holiday falls on Saturday, the preceding Friday shall be observed, and if a holiday falls on Sunday, the succeeding Monday shall be observed. In addition, if Christmas falls on Wednesday, Thursday, or Friday, members shall have an additional one-half day off on December 24th. Should Christmas Day fall on Tuesday, December 24th shall be observed as a holiday.

For those members in the Operations Division (Utility Service Operator I/II and Relief Operator), overtime is paid for time worked on the above listed holidays.

In addition, each employee will be granted five days of holiday leave to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave shall be taken during the calendar year.

11.2 Employees hired mid-year shall be credited with the remaining fixed holidays in the calendar year, plus one additional holiday for each seventy-five days remaining in the year. Employees separating from service mid-year shall have the remaining fixed holidays in the calendar year plus one additional holiday for each seventy-five calendar days remaining in the year deducted from their holiday leave balances.

11.3 The City agrees to make cash payment at rate of two times the regular rate of pay for holiday work in addition to straight time holiday pay for any employee regularly scheduled to work a holiday.

ARTICLE XII - LEAVE OF ABSENCE

12.1 Leaves of Absence will be provided in accordance with the City's current Leave of Absence Policy.

ARTICLE XIII - SICK LEAVE

13.1 Full-time employees will accumulate sick leave with pay at the rate of 3.70 hours per pay period.

13.2 Sick leave may be accumulated up to an unlimited amount.

ARTICLE XIV - VACATION

14.1 Employees hired prior to January 1, 1995 shall accrue vacation as follows:

		Hours Per Pay Period
0 through 5 years:	3.08	(10 days per year)
6 through 11 years:	4.62	(15 days per year)
12 through 14 years:	5.24	(17 days per year)
15 through 20 years:	6.16	(20 days per year)
21st year:	6.47	(21 days per year)
22nd year:	6.78	(22 days per year)
23rd year:	7.09	(23 days per year)
24th year:	7.40	(24 days per year)
25th year & Over:	7.71	(25 days per year)

Employees hired after January 1, 1995 shall accrue vacation as follows:

		Hours Per Pay Period
0 through 5 years:	3.08	(10 days per year)
6 through 11 years:	4.62	(15 days per year)
12 through 14 years:	5.24	(17 days per year)
15 through 20 years:	6.16	(20 days per year)

14.2 Vacations may be taken provided the following conditions are met:

1. there are no major scheduling problems in the judgment of the City;
2. a request is made at least forty-eight hours in advance; and
3. transportation to and from job site are the responsibility of the individual employee.

14.3 During the first continuous twelve months of employment, vacation days shall be earned but may not be taken. An employee who terminates employment for any reason during the first twelve months of employment shall be entitled to a payoff for vacation hours earned.

14.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement unless authorized by the City Manager.

Chapter 3. Insurance and Retirement

ARTICLE XV - CHIROPRACTIC COVERAGE

15.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

15.2 The City shall pay the full costs of premiums for the employee and dependent(s) during the life of this agreement.

15.3 When any of such individuals changes their chiropractor or the chiropractor becomes a medical provider under the City's medical plan, they shall utilize the medical plan's list of providers and shall be subject to the terms and limitations of said plan.

ARTICLE XVI - DEFERRED COMPENSATION

16.1 The City agrees to match up to an employee's 3% contribution to the Deferred Compensation Program.

ARTICLE XVII - DENTAL INSURANCE

17.1 Employees and their dependents are provided fully paid dental insurance.

17.2 Maximum benefits are $1,000.00 for each family member enrolled in the dental plan per calendar year. There is a $25.00 deductible plus co-insurance features.

ARTICLE XVIII - LIFE INSURANCE

18.1 A life insurance program providing for two times annual salary to a maximum of $250,000. Said benefits will reduce with age according to the reduction schedule of the life insurance carrier. Coverage for dependents will also be provided according to the schedule available from the carrier. This insurance is only applicable to active employees.

18.2 The City agrees to pay the employee's premiums for the above mentioned life insurance program.

ARTICLE XIX - LONG TERM DISABILITY

19.1 A long-term disability program which, coordinated with other disability benefits shall provide a benefit of 66-2/3% to a maximum of $10,000.00 per month of the employee's

basic monthly earning in the event of disability. This program commences 120 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

19.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XX - MEDICAL INSURANCE

20.1 The City agrees to make available medical benefits equivalent to the highest HMO plan available in Lodi through CalPERS and the parties shall meet and confer on a replacement plan offering such an equivalent level of benefits. Except as modified by section 20.2, the City of Lodi shall pay the entire medical premium for employee's and families not to exceed the cost of the highest HMO available within the City of Lodi through CalPERS. This provision expires as of December 31, 2014.

20.2 Through December 31, 2014, employees with one dependent on their medical plan will contribute $80.00 per month towards their medical premium. Employees with more than one dependent on their medical plan will contribute $104.00 per month towards their medical premium.

20.3 Through December 31, 2014, those employees who do not provide coverage for dependents will receive an additional $25.00 per pay period contribution from the City to the Deferred Compensation Plan. Those employees who do not elect any coverage will receive an additional $71.15 per pay period into their Deferred Compensation Plan.

20.4 Effective January 1, 2015, the medical insurance and the City's contribution to the premium is as follows:

All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. Effective January 1, 2015, the City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.

If an employee elects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

$692.81 per month for family

$532.92 for employee + 1 dependent

$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2015. The baseline will be the January 2014 lowest cost PERS HMO for the employee's family category ($657.33 for Single, $1,314.66 for Employee +1, $1709.06 for Family.)

20.5 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City.

20.6 Only one family member may carry employee and dependent coverage of City sponsored medical insurance. The City will reimburse the employee for co-insurance payments on a quarterly basis.

20.7 During term of MOU, the City and IBEW will meet and confer over whether to adopt a cafeteria plan, and if so, then over its terms. It is the City's intent to examine on a city-wide basis possible adoption of a cafeteria plan. Meeting over this issue may be conducted between the City and a coalition of City bargaining units, including the IBEW. In absence of mutual agreement, the current terms of this MOU will remain in effect.

ARTICLE XXI - RETIREMENT

21.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits for employees deemed to be "classic" employees by PERS:

Miscellaneous 2% @ 55 plan:

- 1957 Survivors Benefit
- Third Level 1959 Survivors Benefit (Section §21573)
- Improved Non-Industrial Disability Allowance (Section §21427). Benefits which provide under PERS a 30% benefit after five years of service, increasing to a maximum 50% benefit.
- Post-Retirement Survivor Allowance (Section §21624)
- Credit for Unused Sick Leave (Section §20965)
- Military Service Credit as Public Service (Section §21024)
- Effective January 1, 2015, employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation. The City will pay all of the employer's contribution.

21.2 Employees shall receive the following retirement benefits for employees deemed to be "new" employees under the Public Employee's Pension Reform Act of 2013 (PEPRA):

Miscellaneous 2% @ 62 plan:

- 1957 Survivors Benefit
- Third Level 1959 Survivors Benefit (Section §21573)
- Improved Non-Industrial Disability Allowance (Section §21427). Benefits which provide under PERS a 30% benefit after five years of service, increasing to a maximum 50% benefit.
- Post-Retirement Survivor Allowance (Section §21624)
- Credit for Unused Sick Leave (Section §20965)
- Military Service Credit as Public Service (Section §21024)
- Effective January 1, 2015, employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation. The City will pay all of the employer's contribution.

21.3 The City agrees, at the employee's request, to provide an exit meeting for employees who will be retiring. This meeting will be scheduled after the employee provides a 30-day notice to Human Resources of the employee's intent to retire. The exit meeting will discuss health benefit options (COBRA), sick leave conversion (if applicable), information on obtaining CalPERS benefit estimates; service and disability retirements, employee association options, and any other benefits the employee is entitled to.

ARTICLE XXII - SICK LEAVE CONVERSION

22.1 For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) on the following basis: 50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent. For each year that an employee has been employed in excess of 10 years, 2 1/2% will be added to the 50% for valuing the size of the bank.

Robert Smith retires with 20 years service and 1800 hours of unused sick leave. His monthly salary is $3,882.72 (24.64 per hour).

1800 X .75 X $24.64 = $33,264.00

This amount will be reduced each month by the current premium for the employee and dependent until the balance is gone. In the event the retiree dies, the remaining bank will be reduced by 50% and the survivor may use the bank until the balance is gone.

22.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving dependents have an interest in one-half of the value of the bank as calculated in section 22.1. In accordance with the sick leave conversion provisions, a surviving spouse may, at his/her own expense, continue medical insurance at the employee only premium.

22.3 A surviving spouse of an unvested employee may, at his/her own expense, continue to purchase medical insurance at the appropriate rate for a period of time equal to the time the employee worked for the City.

22.4 A retired employee may choose to receive a cash settlement for unused sick leave at the rates of $.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

22.5 Represented employees who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance for the employee and his/her spouse sufficient to reach age 65.

22.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 22.1.

22.7 The City has modified its contract with PERS to add credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of date hired; however, it is the only sick leave conversion benefit available to employees hired after January 1, 1995. It is agreed that eight hours equals one day for purposes of determining days creditable. Employees who are eligible, may, for any of the three options in this section, utilize one or any combination of options provided that the total amount of hours used does not exceed the amount of sick leave hours accumulated at the time of employee's retirement."

ARTICLE XXIII - VISION INSURANCE

23.1 The City agrees to provide a vision care plan, equivalent to the VSP Plan B, with a $25.00 deductible for the employee and dependents; the entire premium to be paid by City.

Chapter 4. Safety

ARTICLE XXIV - SAFETY

24.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to insure this, such steps to include but not be limited to:

1. conducting frequent inspections of job site operations;
2. taking necessary steps to protect against job hazards, both unsafe physical conditions, including methods and processes, and unsafe actions of people;
3. continuing "tailgate" safety meetings on all jobs for the purpose of briefing employees on the hazards connected with the work to be performed, to plan work and to emphasize safety in the performance of the work;
4. continuing periodic safety meetings for the purpose of discussing matters related to safety and to provide an opportunity for first aid training.
5. continued management cooperation in the preparation of the agenda for such meetings.

24.2 The IBEW will cooperate with the City in providing speakers and materials for safety meetings.

24.3 The Electric Utility Department shall hold safety meetings for all employees at least once a quarter. Where it is unreasonable to bring all employees together at one time, these meetings may be by sections. If because of shift work some personnel cannot participate even in section meetings, they shall be given copies of the minutes of appropriate meetings.

24.4 Each employee shall be provided with on-the-job training first aid. This program shall include refresher training at 3-year intervals.

24.5 Semiannual safety inspections shall be made of facilities, tools, and work areas by a committee including at least three non-supervisory hourly employees appointed by the Electric Utility Superintendent after consultation with the IBEW. The committee shall be free to schedule its own inspections but must report at each quarterly safety meeting. When necessary for the safety of the committee or to explain technical problems in safety, a supervisor may be named to accompany the committee, but he/she is not to influence its findings.

24.6 The City, through its supervisors, shall act promptly to correct any unsafe conditions that may be reported by the committee.

24.7 The City agrees to provide safety glasses up to a maximum cost of $251.00 per pair as required. A maximum of two pair of safety glasses will be provided by the City during employment except as indicated in sections 24.9.2 and 24.10 below.

24.8 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related extra charges.

24.9 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
3. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.

24.10 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employee's payroll check after a determination of cost has been made by the City:

1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
2. Failure on the part of an applicable employee to wear or utilize issued safety glasses unless otherwise agreed to in writing.
3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.

Chapter 5. Work Hours, Schedules, Meals

ARTICLE XXV - HOURS

25.1 The City and the IBEW mutually agree that the regular hours of work for line crew personnel shall be 7:00 a.m. to 12:00 Noon, and 12:30 p.m. to 3:30 p.m., and the regular work days shall be Monday through Friday with Saturday and Sunday being non-work days. The lunch hour may be commenced at any time between the fourth and sixth work hour.

25.2 All eight hour work periods regularly scheduled to begin at 4 a.m. or thereafter but before 12 o'clock noon shall be designated as day shifts. All eight hour work periods regularly scheduled to begin at 12 o'clock noon or thereafter but before 8 p.m. shall be designated as swing shifts. All eight hour work periods regularly scheduled to begin at 8 p.m. or thereafter but before 4 a.m. shall be designated as graveyard shifts.

25.3 Alternate Work Schedule

The following defines the terms and conditions of the alternate work schedule known as 9-80.

- The normal workday is 7:00 a.m. to 4:30 p.m. Monday through Thursday with one half hour for lunch break and 7:00 a.m. to 3:30 p.m. on a Friday workday with one half hour for lunch break.
- The work week shall be defined to begin and end each Friday at 11:00 a.m.
- The alternate work schedule (9-80) shall begin and end at pay period breaks. The pay period is defined as the two week period beginning on a Monday at 0000 hours and ending on the Sunday 14 days later at 2400 hours.
- The employees participating in the alternate work schedule (9-80) will be placed in two groups. Group One will have the first Friday in the pay period off (payday). Group Two will have the second Friday in the pay period off. Employees will be assigned to a group based on the operational needs of the Electric Utility Department. Changes to assigned groups will be at the approval of the Electric Utility Director.
- It is agreed that the alternate work schedule will be terminated at any time (end of pay period) in the event it causes a reduced level of service to the general public, excessive overtime use, the inability to respond to the needs of the system or the customer or for any other reason not in the best interest of the operation of the Department.

- The Utility Service Operators will not participate in the alternate work schedule.
- The alternate work schedule may be cancelled by either party effective at the end of a pay period, but in no event later than the end of the next full pay period following the cancellation request. During the waiting period every effort will be made to resolve the issue or issues that caused the cancellation request.

ARTICLE XXVI - INCLEMENT WEATHER

26.1 The City will not require work on electric lines or outdoor substations (other than operating functions) in inclement weather, except in cases of emergencies. When employees are prohibited from performing their regular duties because of inclement weather, the City will provide work which can be performed under protection from the weather. Emergencies shall be deemed situations requiring work to prevent risk to life or property or to maintain or restore continuity of regular service to the public.

ARTICLE XXVII - MEALS

27.1 When required to work overtime, employees will be granted a $25.00 meal allowance. One hour of pay will be provided in instances where a meal is missed.

When the City requires an employee to perform non-prearranged work on a work day beginning more than one hour prior to the start of the normal work day, the City will provide such employee with a meal allowance. Such meal allowance shall be considered implemented two hours after reporting to work. The City shall continue to provide meal allowances at four-hour intervals until the first such meal allowance falls within the normal work day, then only one subsequent meal allowance shall be allowed. The time taken to consume such meal shall be at the City's expense, except the second meal allowance during the work day (regular work mode).

When the City requires an employee to perform non-prearranged work on a work day extending the normal work day by two or more hours, the City will provide such employee with a meal allowance at the two-hour point. The City shall continue to provide meal allowances at four-hour intervals until the employee is dismissed from work. The time taken to consume any such meal shall be at the City's expense.

27.2 When the City requires an employee to perform non-prearranged work on non-work days, the City will provide meal allowances at intervals of four hours. The first meal allowance shall be four hours after the employee reports to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal allowance shall be two hours after reporting for work and at four-hour intervals thereafter. The time taken to consume any meal shall be at the City's expense.

27.3 When an employee is required to perform prearranged work on non-work days during regular work hours, the employee shall observe the lunch arrangements which prevail on the normal work days. If such work continues after regular work hours, the City shall provide meal allowances in accordance with the provisions of Section 27.1.

27.4 If the City requires an employee to perform prearranged work starting two or more hours before regular work hours on work days or non-work days and such employee continues to work into regular work hours, the employee shall provide for one meal on the job. The City shall provide meal allowances for other meals as required by the duration of the work period. The meals provided for in this section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on work days shall prevail. The usual times, therefore, shall be 6:00 a.m. - 12:00 noon - 6:30 p.m.

27.5 If the City requires an employee to perform prearranged work starting two or more hours before regular work hours on a work day and such work is completed less than one hour prior to the beginning of the normal work day, the City shall provide a meal allowance. The time taken to consume any such meal shall be at the City's expense.

27.6 If the City requires an Electric Troubleshooter, Senior Electric Troubleshooter or Utility Service Operator to work four or more consecutive hours during a standby period the City shall provide a meal allowance.

The City shall provide meal allowance(s) to the Electric Troubleshooter or Senior Electric Troubleshooter during the week of standby duty as follows:

On a Normal Workday

1. The break between the completed work (call-out) and the beginning of the workday is less than one (1) hour.
2. The work (call-out) is continuous and extends the workday by more than two (2) hours.

On Standby

An Electric Troubleshooter or Senior Electric Troubleshooter in standby mode shall not receive compensation for the time taken to eat any meal, normal workday compensation excluded.

27.7 For the purpose of this section prearranged work shall mean that the employee was notified of the work prior to the end of the preceding work day.

ARTICLE XXVIII - TROUBLE TRUCK

28.1 SHIFT SCHEDULES

The service truck (trouble truck) will normally be staffed with an Electric Troubleshooter or a Senior Electric Troubleshooter on a rotational shift basis. One of two shift schedules can be utilized based on the needs of the department (see attached schedules). Each schedule has an 'early shift' with working hours between 0700-1530 hours and a 'late shift' with work hours shifted a maximum 2.5 hours to 0930-1800 hours. Both shifts have a one-half hour lunch period included. Schedule A runs Monday through Friday for all three shifts with the 'late shift' being on standby duty outside the normal work hours.

Schedule B runs Monday through Friday for two shifts and Tuesday through Saturday for the third shift with the late shift being on standby duty outside normal work hours. The work hours on Saturday can be shifted to 0700-1530 hours by mutual consent between all Electric Troubleshooters, Senior Troubleshooters, and the Electric Utility Director.

28.2 ELIGIBILITY

To be eligible and to remain eligible for the position of Electric Troubleshooter or Senior Electric Troubleshooter, the employee must be able to respond to the center of Lodi (City Hall) within 20 minutes following receipt of a call for service.

28.3 SCHEDULED LEAVE

Scheduled leave will only be authorized for one Electric Troubleshooter or Senior Electric Troubleshooter at any one time, except for a hardship case.

Scheduled leave is defined to begin and end at the beginning of the normal workday and be based on the dates shown on the Request for Leave form.

28.4 RELIEF

If the Electric Troubleshooter or Senior Electric Troubleshooter scheduled for late shift and/or standby duty is unable to report for work, the Electric Troubleshooter or Senior Electric Troubleshooter scheduled to work the following 'late shift' shall cover the shift or parts thereof by shifting work hours to the 'late shift' schedule.

In the event the Electric Troubleshooter or Senior Electric Troubleshooter "scheduled to work the following 'late shift'," as used in the above relief procedure, is unable to cover the shift or parts thereof, the Electric Troubleshooter or Senior Electric Troubleshooter scheduled to work the preceding 'late shift' shall cover the shift or parts thereof.

If no Electric Troubleshooter or Senior Electric Troubleshooter is available for any shift, the City shall offer the shift or parts thereof to Linemen/Linewomen that meet the eligibility requirements of 20 minutes response time and is at the E Step pay and in accordance with the established call-out procedure, i.e. least overtime first.

Special Condition: B Schedule, Saturday

If the Electric Troubleshooter or Senior Electric Troubleshooter scheduled for work on Saturday is unable to report for work, work will not be performed. The Electric Troubleshooter or Senior Electric Troubleshooter scheduled to work the following 'late shift' will have standby duty all Saturday.

ARTICLE XXIX - UTILITY SERVICE OPERATOR RELIEF PROCEDURE SINGLE-SHIFT PLAN

29.1 Requests for leave, other than an emergency, shall be submitted for approval a minimum of five (5) working days prior to the first day of the requested leave. The shift of the operator on leave shall be filled as follows:

A. Full Shift(s)

The Relief Operator will resume the operator's shift(s) on the operator's first "Regular Day Off" prior to the leave, and continue working the shift(s) until the last day of the operator's requested leave, i.e. last day of shift(s). At this time, the Relief Operator will assume his/her regular schedule.

B. Less than a full shift, including Thursdays. (Overlap day)

1. The Relief Operator will shift his/her hours to cover the leave Monday through Wednesday.

2. Thursday shift will be covered by the Utility Service Operator scheduled to work the following weekend. (Thursday through Sunday)

3. If the regularly scheduled weekend Utility Service Operator is unable to report for work on Thursday or has taken scheduled leave, the shift shall be covered by the Relief Operator regularly scheduled for that week.

4. Weekend leave (Friday, Saturday and Sunday) shall be covered by the "Regular Day Off" Utility Department Operations Division employee with the least amount of accumulated overtime in that pay year at the time of the request. If an employee declines to work the shift(s), it shall be counted as a shift(s) worked for overtime record purposes. The assigned supervisor will keep a record of all overtime hours on a pay year basis. When the overtime totals are the same for the two employees to be called, it shall be "Last Worked, Last Called." Note: Regular scheduled work on a holiday shall not be considered as overtime for the purpose of computing accumulated overtime.

ARTICLE XXX - UTILITY SERVICE OPERATOR PROCEDURE

30.1 Phone calls on line 368-5735, under normal conditions, will be answered by an answering service during the time period 2215-0630 hours. The answering service will dispatch an Electric Troubleshooter or Senior Electric Troubleshooter to the scene and he/she will investigate the problem. If the Electric Troubleshooter determines that an Utility Service Operator is necessary, he/she will contact the answering service and request that the

Standby Utility Service Operator be called. The Electric Troubleshooter will be in radio contact with the answering service at all times. In addition, the Electric Troubleshooter will be provided a pager which the answering service can operate.

Once the Standby Utility Service Operator arrives at the Operations Center, he/she will contact the answering service and report "on-duty." At this point, all established operating procedures take effect, i.e. Utility Service Operator requests additional people, conducts switching, prepares service tickets, maintains system log, etc. The Utility Service Operator or Relief Operator will remain on duty until the system is back in a "normal" status, before control again is turned over to the answering service.

The Electric Troubleshooter or Senior Electric Troubleshooter will record "time called" and "time back home" on all calls in the time period 2215-0630 hours. This information is to be given to Operations the following morning, for preparation of proper service tickets, etc.

A no-power call dispatched by the answering service and investigated by the Electric Troubleshooter or Senior Electric Troubleshooter, found to be an "SNP", will be turned on by the Electric Troubleshooter or Senior Electric Troubleshooter. This action will be reported to the Finance Division the following work-day morning.

Alarms will be grouped as electric, water, storm, intrusion and White Slough (2). These alarms will go to the answering service. The answering service will call out appropriate personnel, based on a call-out list provided by the respective departments. An intrusion alarm at the Operations Center shall be reported to the Police Department followed by the Standby Operator.

In the event any of the alarms to the answering service, except the White Slough alarms, are out of order at 2215 hours, the swing-shift Utility Service Operator will remain on duty. The Utility Service Operator will likewise remain on duty until all trouble calls are completed, alarms cleared and the system is in a "normal" status, before transferring control to the answering service unless otherwise directed by a supervisor. When transferring control to the Utility Service Operator or Relief Operator, the answering service will advise as to current status.

Chapter 6. Association/City Issues

ARTICLE XXXI - CHANGES IN MEMORANDUM OF UNDERSTANDING

31.1 The parties agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of court or agreement of the parties.

31.2 In the event that a court of competent jurisdiction declares invalid or unenforceable any provision of this MOU, the remaining provisions shall continue in full force and effect.

ARTICLE XXXII - CITY RIGHTS

32.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights:

- to determine the mission of its constituent departments, commissions and boards;
- to set standards of service; to determine the procedures and standards of selection for employment;
- to direct its employees;
- to maintain the efficiency of governmental operations;
- to determine the methods, means and personnel by which government operations are to be conducted;
- to take all necessary actions to carry out its mission in emergencies; and
- to exercise complete control and discretion and the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the control of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or terms and conditions of employment.

ARTICLE XXXIII - DEMOTION AND LAYOFF

33.1 The City and the IBEW mutually agree that when involuntary demotion and/or layoff is required, the following shall be observed:

The City will give permanent employees involved as much notice as possible, but in no event will such employees be given less than one pay period notice of layoff. When probationary employees are to be laid off, no notice of layoff is required. Layoff in all cases due to lack of work will be determined by an employee's length of service. An employee whose job is being eliminated may elect to displace an employee who is in a lower classification within the IBEW bargaining unit, if the position is within their classification series, or the person has previously held the classification, and if his/her total City length of service is greater than that of the employee in the lower classification. In the event that a journeyman/journeywoman displaces an apprentice, he/she shall continue to be paid as a journeyman/journeywoman.

ARTICLE XXXIV - DRUG AND ALCOHOL POLICY

34.1 It is the mutual desire of both parties to have and maintain a drug and alcohol free work environment.

ARTICLE XXXV - EMPLOYEE REPRESENTATION

35.1 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).

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-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the IBEW. If the IBEW 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's notification. If the IBEW 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 represented by IBEW. Those classifications are as follows:

- Construction/Maintenance Supervisor
- Distribution Planner
- Electric Foreman/Forewoman
- Electric Groundworker
- Electric Lineman/Linewoman
- Electric Line Apprentice I
- Electric Line Apprentice II
- Electric Materials Technician
- Electric Troubleshooter
- Electrical Drafting Technician
- Electrical Technician
- Electrician
- Metering Technician
- Senior Electric Troubleshooter
- Senior Electrical Technician
- Utility Equipment Specialist
- Utility Service Operator I
- Utility Service Operator II
- Utility Service Operator Relief

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

35.2 The City and the IBEW mutually agree that the City shall grant dues deduction to City employees who are members of the IBEW, Local 1245, in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."

The IBEW shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the IBEW shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

35.3 For purposes of continued certification of Local 1245, IBEW as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with Local 1245, IBEW for the life of this memorandum except that any employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days before the expiration of this memorandum. Such withdrawal must be in writing and delivered to the Finance Office.

35.4 Changes in the IBEW membership dues rate shall be certified to the City in writing over the signature of the Business Representative. The change will be implemented as soon as practicable, but in no event later than thirty (30) days after the notification.

35.5 The City and the IBEW agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual) is controlling.

35.6 UNION SECURITY

1. INTRODUCTION

The following Agency Shop provisions shall apply to all employees represented by the Union.

2. DUES/FEES

A. Any employee of the City of Lodi in a classification represented by the Union who is not on leave of absence shall, as a condition of continued employment and within ninety days of his/her date of hire, become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union. Such amounts shall be determined by the Union and implemented by the City of Lodi in the first payroll period which starts 30 days after written notice of the new amount is received by the City.

B. Any employee of the City of Lodi in a classification represented by the Union who, on March 1, 2003, was an employee and was not a member of the Union on March 1, 2003, and who remains an employee continuously after March 1, 2003, is exempt from the provisions of this Article unless he or she elects to become a member of the Union or pay the service fee stipulated above.

C. Any City of Lodi employees who permanently fill an IBEW-represented position after March 1, 2003, are subject to the agency shop/conscientious objector fee provisions whether or not they had been a City of Lodi employee prior to March 1, 2003.

D. Part-time, on-call employees are not required to join the Union or pay a representation fee.

3. RELIGIOUS OBJECTIONS

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support

the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from the following: the Lodi Adopt-a-Child, and the Lodi House.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

4. UNION RESPONSIBILITIES

A. The Union shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to the City of Lodi, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

B. The Union certifies to the City of Lodi that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, any decisions by a court of competent jurisdiction, and any other applicable legal authority. The Union's duty in this regard includes verification of compliance with the Hudson notice requirements related to the fair share amount of the agency fee.

C. Hold Harmless: The Union agrees to indemnify and hold the City of Lodi harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and attorney fees which may arise by reason of the result of the operation of this Article.

5. CHANGE OF LAW

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

6. DISCIPLINE PROCEDURE

No employee shall be terminated under this Article unless:

A. The Union first has notified the employee by letter, explaining that he/she is delinquent in tendering the required service fee, or payment in lieu of service fee pursuant to subsections 2 and 3 above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30)

calendar days, the employee will be reported to the City of Lodi for termination as provided in this Article; and

B. The Union has furnished the City of Lodi with written proof that the procedure of subsection 6.A, above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City of Lodi to terminate the employee, the following written notice:

"The Union certifies that (Employee's Name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City of Lodi shall terminate the employee."

Successor Language – The City agrees to the following addition to the MOU:

35.7 This Agreement shall be binding upon the successors, purchasers, conveyees, transferees, leasees, and assignees (hereinafter "successors") of the City. In consideration of the IBEW's execution of this agreement, the City promises that its operations covered by this Agreement, or any portion thereof, shall not be sold, conveyed, transferred, leased or assigned to, or consolidated, or merged with, any successor without first securing an enforceable agreement of the successor to assume the City's obligations under this agreement.

The City agrees to notify the IBEW of any proposed sale, conveyance, transfer, lease, assignment, consolidation or merger and to provide, and continue to provide any and all information about the sale, conveyance, transfer, lease, assignment, consolidation or merger, including a copy of the proposed legal document setting forth the transaction in request. Such notification and information shall be provided at the earliest time possible, but in any event, at least sixty (60) days prior to the effective date of any agreement between the City and the proposed successor.

If the City: 1) Fails to timely notify the IBEW and provide the required information; 2) Fails to allow an IBEW representative to be present at negotiations involving the transaction in question; or 3) Fails to secure an enforceable agreement of the successor to assume the City's obligations under this Agreement, the City shall be liable to the IBEW and to the bargaining unit employees covered by this Agreement for any and all damages sustained by the IBEW and the bargaining unit employees for such failure.

ARTICLE XXXVI- - GRIEVANCE PROCEDURE

36.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by IBEW and City.

B. Discharge, demotion, suspension, or discipline of an individual employee.

C. Disputes as to whether a matter is proper subject for the Grievance Procedure.

D. Disputes which may be of a "class action" nature filed on behalf of the IBEW or the City.

36.2 Class action grievance will be in writing from the Business Representative to the City Manager or vice versa.

36.3 STEP ONE

Discussion between the employee, the Shop Steward and/or Business Representative and the Division Head or designated Supervisor directly involved, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

36.4 STEP TWO

If a grievance is not resolved in the initial step, the Step Two shall be a discussion between the employee, Shop Steward and/or Business Representative and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the immediate Supervisor's answer in Step One.

36.5 STEP THREE

If a grievance is not resolved in the Step Two, a committee will be called to investigate the factual basis of the grievance. The committee shall consist of a representative of the City Manager, the departmental supervisor, the Department Shop Steward and Business Representative. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.

36.6 STEP FOUR

If a grievance is not resolved in Step Three, Step Four shall be the presentation of the grievance, in writing, by the Business Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. Step Four shall be taken within fifteen work days of the date of the answer in Step Three.

36.7 STEP FIVE

If a grievance is not resolved by the City Manager, arbitration shall be the final step of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other

avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen calendar days of the City Manager's decision.

Within ten calendar days after the request for arbitration is received by the City, or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the IBEW shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

b. Both parties and the arbitrator may tape record the hearing.

c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

e. The strict rules of evidence are not applicable and the hearing shall be informal.

f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.

g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or repetitious.

h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and

should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.

i. The arbitration hearing shall be held on the employer's premises.

j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay, unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before the hearing. The decision shall be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

36.8 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 36.3, 36.4, 36.5, 36.6 or 36.7 will result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

36.9 Employees may have documents relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four months or more previous and no incident of a similar nature has occurred in the interim.

ARTICLE XXXVII – DISCIPLINARY PROCEEDINGS

37.1 The City Manager, Department Head, or designee may take disciplinary action against an employee.

37.2 The considerations used in determining the type of disciplinary action shall be considered on a case-by-case basis. Such considerations shall include, but not be limited to: the employee's work history and performance record; the nature and severity of the infraction; degree of orientation; and any extenuating factors.

37.3 The types of disciplinary action that may be taken shall include but not be limited to oral reprimands, written reprimands, demotions, suspensions, reductions in pay and dismissal from employment.

37.4 The City of Lodi practices a progressive disciplinary process. The process is subject, but not limited to the considerations listed in 38.2, and shall be implemented on a case-by-case basis. As a general guideline, the process of disciplinary action shall be in the following order:

A. Verbal counseling or oral reprimand to determine the cause(s) or origin(s) for lacking performance, and to encourage the employee to raise/maintain performance at an acceptable level.

B. Written reprimand, which, if applicable, will include the performance level the employee is expected to achieve/maintain.

C. Demotion, suspension, reduction in pay, and dismissal may be used separately, concurrently, or in succession to other disciplinary actions.

37.5 A written notice shall be given to the employee of the following:

A. The reasons for the disciplinary action including what rules, regulations or policies have been violated;

B. The effective date(s) of the disciplinary action; and

C. Any rights of appeal.

37.6 The following may be causes for disciplinary action. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and other instances of unacceptable behavior may arise that are to be included in this list.

A. Improper or unauthorized use or abuse of sick leave.

B. Excessive absenteeism that prevents reasonable availability for assigned duties.

C. Absence without authorized leave; repeated tardiness to assigned work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.

D. Misconduct; willful or negligent violation of the personnel rules, resolutions, and other related ordinances including written departmental rules, regulations, and policies.

E. Insubordination.

F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.

G. Conviction of a felony or a misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.

H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.

I. Soliciting outside work for personal gain during the conduct of city business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's city work performance; or conducting personal business on city time.

J. Discourteous treatment of the public or city employees or disorderly conduct on city property or on city business including fighting, or using profanity, intimidation, abusive or threatening language.

K. Conduct that interferes with the reasonable management, operation, and discipline of the city or any of its departments or divisions or failure to cooperate with superiors or fellow employees.

L. Engaging in political activities while on duty, in uniform or using the authority associated with city employment.

M. Violation or neglect of safety rules or practices.

N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the city or one of its operating services.

O. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, marital status, age, or physical handicap.

P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training, in a prompt, competent and reasonable manner.

Q. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.

R. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.

S. Possession or use of controlled substances or alcohol on city property and/or at the worksite.

T. Intoxication, intemperance, or incapacity due to the use of controlled substances or alcohol while on duty.

U. Failure to obtain or maintain possession of the minimum qualifications for the position.

V. Careless, negligent, or improper use of city property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.

W. Unauthorized release or use of confidential information or official records.

X. Participation in an illegal strike, work stoppage, slowdown, or other job action against the city.

Y. Inability to perform the duties of his/her job.

Z. dishonesty

AA. Possession of firearms on the job.

BB. Sleeping on the job.

CC. Theft.

DD. Retaliation for actions protected by law.

EE. Failure to report loss of or damage caused to city equipment and/or facilities for which the employee was responsible.

FF. Threats of violence against city employees and/or city property.

37.7 In the event of a demotion, suspension, reduction in pay or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision by filing a written appeal with the Human Resources Department within ten (10) work days following service of the final notice of disciplinary action. The written appeal shall contain a written reply to the charges against the employee and a written request for an appeal hearing.

37.8 If an employee submits an appeal, the City shall refer the appeal to arbitration in accordance with step five of the grievance procedure in the MOU. In the case of a disciplinary appeal under this article, the arbitrator's authority shall be limited in accordance with provisions of step five and the parties' hearing stipulations.

ARTICLE XXXVIII - MUTUAL CONSENT CLAUSE

38.1 This MOU may be amended any time during its lifetime upon mutual consent of the City and IBEW. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXIX - NO STRIKES

39.1 The represented employees agree that they will not strike, withhold services, engage in "slow downs" or "sick-ins" or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XL - POLICY MANUAL

40.1 City agrees to provide copies of Policy Manual to IBEW Shop Stewards and two copies to the Business Representative of IBEW and to place those individuals on the mailing list for any changes thereto.

ARTICLE XLI - PROBATIONARY PERIOD

41.1 All appointments to positions in the classified service shall be subject to probationary period of 12 continuous months of service. The probationary period for promotions, transfers, or temporary employees advanced to regular status who have served in a temporary capacity for a minimum of six months shall all be six months and are eligible for a merit increase at that time. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. Newly hired Linemen/Linewomen shall be paid at no lower than the D Step upon employment and shall be advanced to the E Step after 13 pay periods.

41.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

1) Vacation Leave - see Article XIV for vacation schedule
2) The use of the Grievance Procedure to grieve termination.
3) The City and the employee may mutually agree to extend the probationary period for not more than six months. The IBEW shall be notified of all extensions.

41.3 The City will provide medical insurance to temporary employees. Temporary employees shall be permitted to obtain dental and/or vision insurance coverage at group rates by the employee paying the prevailing premiums. When a temporary employee is converted to regular status, he/she shall receive credit for all time worked as a temporary employee toward the probationary period.

ARTICLE XLII - REST PERIOD

42.1 The City and the IBEW mutually agree that when an employee has worked for eight hours or more at the overtime rate during the sixteen-hour period immediately preceding the beginning of his/her regular work hours on a work day he/she shall be entitled to a rest period of eight hours on the completion of such overtime work. When an employee has worked for six or more hours at the overtime rate during the twelve hours immediately

preceding the beginning of his/her regular work hours on a work day he/she shall be entitled to a rest period of six hours on the completion of such overtime work. When an employee has worked for four or more hours at the overtime rate during the eight hours immediately preceding the beginning of his/her regular work hours on a work day he/she shall be entitled to a rest period of four hours on the completion of such overtime work.

42.2 There shall be included as part of the hours worked at the overtime rate in any qualifying period any meal time to which the employee is entitled when emergency or prearranged work is performed, except that any meal time to which he/she is entitled after being dismissed from work shall not be included in the computation of the rest period.

42.3 Hours worked prior to any rest period in which the employee does not work shall not be included in computing another period of overtime work.

42.4 If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which he/she is entitled on dismissal shall be paid for at the overtime rate.

42.5 If the employee is called back to work during any rest period a new rest period will commence at the conclusion of such work.

42.6 If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her work day, the employee may be excused from reporting for work until the beginning of the second half of his/her work day, and in such event he/she will be paid for the time between the expiration of the rest period and the end of the first half of his/her work day.

42.7 If the rest period extends into the second half of his/her work day, the employee may be excused from reporting for work until the following work day, and in such event he/she will be paid for the time between the expiration of the rest period and his/her regular quitting time on such day.

42.8 In the application of the foregoing, an employee unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his/her rest period and the reporting time as designated by the applicable subdivision.

42.9 An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of four, six or eight consecutive hours, as applicable, in which event he/she shall be paid at the overtime rate for all work performed until he/she has been relieved from duty for at least four, six or eight consecutive hours, as applicable. This section shall not apply to prearranged overtime work.

42.10 For the purposes of this section, when a Utility Service Operator, assigned to the swing shift works four or more hours during the previous day shift and completes his/her regularly scheduled shift, the first eight hours worked will be paid at the straight time hourly rate.

All time worked in excess of eight hours shall be paid at the appropriate overtime rate and meal provisions shall apply in accordance with Article XXVII.

ARTICLE XLIII – MISCELLANEOUS

43.1 Prior to any reduction in force of IBEW represented employees, affected IBEW employees meeting the minimum qualifications of the jobs being contracted will be offered any bargaining unit work being performed by contractors. These assignments will be of a temporary nature. All current rules concerning bumping and selection shall apply. For the purpose of this agreement, contracting occurs when temporary non-IBEW employees are filling positions; outside contractors are performing work in the IBEW bargaining unit and cross-training is in effect. The City of Lodi agrees to notify IBEW in each instance of its intent to contract IBEW bargaining unit work.

43.2 The City may employ Contract Workers, including linemen/linewomen and individuals in other skilled trades represented by IBEW, from the dispatch hall of IBEW Local 1245. The terms of such arrangements are as follows:

- Contract Workers will be referred from Local 1245's dispatch hall in Vacaville, California upon request by the City.
- Contract Workers referred to the City shall only be assigned regular work within their job classification unless agreed otherwise by Local 1245.
- The maximum period of retention shall be six (6) consecutive months unless the parties agree in writing to waive this requirement in specific cases.
- Contract Workers shall be paid an hourly wage equal to the then-current wages for their individual classification as established by Local 1245 for "Outside" workers. Contract Workers shall also be paid a cash equivalent of the then current benefits in place for such Outside employees as established by Local 1245. In addition, the City shall pay the appropriate payroll taxes.
- The City shall, when appropriate, apply all other working conditions such as overtime, meals, etc. that are currently provided for in the MOU. Preference for overtime will be extended to "regular" City employees, and while the City may work Contract Workers overtime, the City is under no obligation to balance overtime for such individuals.
- The City shall not permanently reduce the number of bargaining unit employees within any classification corresponding to the classifications of then current Contract Workers retained under this agreement.
- The City shall have the right to review the background/qualifications of any potential Contract Worker, including the right to interview same. The City may elect to not retain or to terminate the use of any particular Contract Worker at any time for any reason without recourse or liability.

43.3 The City of Lodi shall continue to provide IBEW with as much notice as is practicable of technological changes in its business that may have a significant effect on its work force. In such circumstances, the City of Lodi and the IBEW shall then meet to study and endeavor to adopt appropriate solutions.

ARTICLE XLIV - TERM

44.1 This MOU covers the period from May 1, 2014 through December 31, 2017.

Effective May 1, 2014, and except as provided herein, the Memorandum of Understanding ("MOU") between Local 1245, International Brotherhood of Electrical Workers, Electric Utility Unit ("IBEW") and the City of Lodi ("City") shall cover the period May 1, 2014 to December 31, 2017, and it shall continue thereafter from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to any such anniversary date of its desire to amend or terminate same. The notice of modification or termination shall be accompanied by the proposed changes and negotiations thereof shall commence within thirty (30) days thereafter.

44.2 The parties mutually agree to commence negotiations no later than three (3) months prior to the expiration of the MOU.

ATTACHMENT A

Salary Schedule Effective 05/01/2014

Classification	Step A	Step B	Step C	Step D	Step E
Construction/Maintenance Supervisor	$ 7,881.81	$ 8,274.24	$ 8,688.33	$ 9,123.75	$ 9,578.57
Distribution Planner	$ 7,163.35	$ 7,522.15	$ 7,898.28	$ 8,293.83	$ 8,707.57
Electric Foreman/Forewoman	$ 7,163.35	$ 7,522.15	$ 7,898.28	$ 8,293.83	$ 8,707.57
Electric Groundworker	$ 4,924.40	$ 5,170.53	$ 5,428.80	$ 5,700.93	$ 5,985.20
Electric Lineman/Linewoman	$ 6,227.87	$ 6,539.52	$ 6,868.16	$ 7,210.67	$ 7,572.76
Electric Line Apprentice I	$ 5,126.34	$ 5,382.66	$ 5,651.79	$ 5,934.38	$ 6,231.10
Electric Line Apprentice II	$ 5,652.05	$ 5,932.33	$ 6,231.16	$ 6,543.33	$ 6,872.49
Electric Materials Technician	$ 5,576.01	$ 5,854.81	$ 6,147.56	$ 6,454.93	$ 6,777.68
Electric Troubleshooter	$ 6,374.51	$ 6,693.96	$ 7,027.80	$ 7,380.53	$ 7,749.73
Electrical Drafting Technician	$ 5,248.19	$ 5,510.96	$ 5,785.69	$ 6,075.33	$ 6,379.19
Electrical Technician	$ 6,924.84	$ 7,270.99	$ 7,634.47	$ 8,016.15	$ 8,417.24
Electrician	$ 6,163.92	$ 6,470.84	$ 6,793.88	$ 7,133.46	$ 7,491.67
Metering Technician	$ 6,693.79	$ 7,029.19	$ 7,380.53	$ 7,749.73	$ 8,136.79
Senior Electric Troubleshooter	$ 7,013.59	$ 7,364.07	$ 7,730.67	$ 8,118.59	$ 8,523.15
Senior Electrical Technician*	$ 7,631.35	$ 8,013.38	$ 8,413.26	$ 8,834.68	$ 9,275.80
Utility Equipment Specialist	$ 5,416.15	$ 5,687.76	$ 5,972.89	$ 6,270.68	$ 6,584.93
Utility Service Operator I	$ 5,851.56	$ 6,144.15	$ 6,451.81	$ 6,773.52	$ 7,113.08
Utility Service Operator II	$ 7,021.91	$ 7,371.00	$ 7,742.45	$ 8,128.29	$ 8,536.49
Utility Service Operator - Relief	$ 7,725.29	$ 8,111.31	$ 8,516.91	$ 8,942.44	$ 9,389.64

*** salary includes the 7.2% increase**

I. B. E. W. - LOCAL 1245
ELECTRIC UTILITY UNIT

Tom Dalzell
Business Manager, IBEW

Date: 7/31/14

Charley Souder
Business Agent, IBEW

Date: 7/31/14

Rod Brown
Utility Service Operator

Date: 7-10-14

Jeff Norwood
Electric Foreman

Date: 7-10-14

John Vander Jack
Electrical Estimator

Date: 7/2/14

Sam Glero
Business Agent, IBEW

Date: 7/10/2014

CITY OF LODI
A MUNICIPAL CORPORATION

Stephen Schwabauer
Interim City Manager

Date: 7/28/14

Jordan Ayers
Deputy City Manager

Date: 7/24/14

Adele Post
Human Resources Manager

Date: 7-24-14

Dean Gualco
Library Director

Date: 7.22.14

Attest:

Jennifer M. Robison
City Clerk

Date: 7/28/14

I. B. E. W. - LOCAL 1245
ELECTRIC UTILITY UNIT

Tom Dalzell
Business Manager, IBEW

Date: 7/31/14

Charley Souder
Business Agent, IBEW

Date: 7/31/14

Rod Brown
Utility Service Operator

Date: 7-10-14

Jeff Norwood
Electric Foreman

Date: 7-10-14

John Vander Jack
Electrical Estimator

Date: 7/2/14

Sam Glero
Business Agent, IBEW

Date: 7/10/2014

CITY OF LODI
A MUNICIPAL CORPORATION

Stephen Schwabauer
Interim City Manager

Date: 7/28/14

Jordan Ayers
Deputy City Manager

Date: 7/24/14

Adele Post
Human Resources Manager

Date: 7-24-14

Dean Gualco
Library Director

Date: 7.22.14

Attest:

Jennifer M. Robison
City Clerk

Date: 7/28/14

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
12/03/2014
Edwin D. Hill, President
This approval does not make the International a party to this agreement.