

CITY COUNCIL MEETING  
JULY 5, 1984

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MOU FROM  
ELECTRICAL UNIT  
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Following introduction of the matter by Staff, Council, on motion of Council Member Reid, Olson second, received the Memorandum of Understanding for the IBEW Utility Unit - 1984.

ARTICLE 1 EMPLOYEE REPRESENTATION

1.1 This Memorandum of Understanding is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the International Brotherhood of Electrical Workers, Local 1245 (hereinafter referred to as "IBEW").

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum of Understanding constitutes the result of Meeting and Conferring in good faith as contemplated by Sections 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 Memorandum. Except as specifically modified by this Memorandum, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this Memorandum of Understanding are applicable to those employees represented by IBEW. Those classifications are as follows:

Apprentice Electrical Technician  
Apprentice Electrician  
Apprentice Lineman  
Electrical Estimator  
Electrical Estimator Assistant  
Electric Meter Repairman-Inspector  
Electrical Technician  
Groundman  
Line Foreman  
Lineman  
Line Truck Driver  
Load Dispatcher  
Senior Electrical Technician  
Utility Services Operator  
Utility Warehouseman-Clerk  
Electrician  
Street Light Maintenance Man

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

1.2 The City of Lodi and the IBEW mutually agree that effective February 1, 1970, 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 of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition the IBEW shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

1.3 The following form is the payroll deduction authorization form to be used:

I hereby authorize the City of Lodi to withhold from my earnings each month the amount of dues for

\_\_\_\_\_ "A" Member

\_\_\_\_\_ "BA" Member

of Local Union 1245, IBEW, AFL-CIO, as specified in the Bylaws of that organization and including any changes which may become effective in the future. I further authorize the accounting department to pay this amount to the appropriate officer of that organization.

I understand this authorization may be terminated by me on written notice to the City accounting department during the 10 day period beginning January 1 through January 10 of any year.

1.4 Section 1.3 will be effective 30 days from the execution of this memorandum.

#### ARTICLE 11 - GRIEVANCE PROCEDURE

2.1 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 Union 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 Union or the City.

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

2.3 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 (15) work days. This step shall be taken within thirty (30) 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.

2.4 STEP TWO: If a Grievance is not resolved in the initial Step, the Second Step shall be a discussion between the employee, Shop Steward and/or Business Representative and the Department Head who shall answer within fifteen (15) work days. This Step shall be taken within fifteen (15) days of the date of the immediate Supervisor's answer in Step One.

2.5 STEP THREE: If a Grievance is not resolved in the Second Step, a Committee will be called to investigate the factual basis of Grievance. The Committee shall consist of a representative of the City Manager, the departmental supervisor, the department shop steward and business representative. The Third Step shall be taken within fifteen (15) work days of the date of the answer in Step Two.

2.6 STEP FOUR: If a Grievance is not resolved in the Third Step, the Fourth Step shall be the presentation of the Grievance, in writing, by the Business Representative to the City Manager, who shall answer, in writing, within fifteen (15) work days of receipt of the Grievance. The Fourth Step shall

be taken within fifteen (15) work days of the date of the answer in Step Three.

2.7 STEP FIVE: If a Grievance is not resolved in the Fourth Step, the Fifth Step shall be referral by either party to the Personnel Board of Review. The Fifth Step shall be taken within twenty (20) work days of the answer to Step Four.

Within ten (10) working days of the receipt of appeal, the Board will hold a hearing, which shall be open to the public, unless a closed hearing is requested by the Grievant. Within ten (10) working days after the hearing, the Board shall submit a statement of findings and such recommendations for settlement to the City Manager, the employee and the Union.

2.8 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.3, 2.4, 2.5, 2.6 or 2.7 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.

#### ARTICLE IV - VACATION

4.1 Vacation Leave shall be accrued as follows:

(\$100) deductible for hospital stays. Stop loss to be increased to ten thousand dollars (\$10,000). No deductible on accidents. Non-emergency hospital stays must be preauthorized. City to pay the following sum for this benefit:

Employee:	_____	)Cost is not known at this
		)time-it will be whatever
Dependent:	_____	)100% of premium is,
		)expressed in \$'s.

10.2 Effective August 1, 1985 and August 1, 1986, City to pay all increased costs of premium for employee and dependent.

10.3 The maximum benefit during the lifetime of each insured employee or dependent will be five hundred thousand dollars (\$500,000).

#### ARTICLE XI - DENTAL AND VISION INSURANCE

11.2 DENTAL INSURANCE: Effective August 1, 1984 and August 1, 1985, and August 1, 1986, the City to pay any increased premiums for employee and dependent.

11.3 VISION CARE: Effective August 1, 1984, the City agrees to provide a vision care plan, equivalent to the VSP Plan B, with twenty five dollar (\$25.00) deductible for the employee and dependents; the entire premium to be paid by City.

ARTICLE XIII - TEMPORARY UPGRADE

13.1 The City of Lodi and the Utility Unit mutually agree that any Utility Department employee whose salary range is less than that of a Line Foreman and who is requested to temporarily replace such a Foreman to supervise line crew work in the Electric Utility field, shall be compensated at the highest dollar amount in the salary range of Line Foreman, which is above said employee's current salary, provided that such time worked is not less than four (4) consecutive hours during one day. For the purposes of this section, line crew work shall not include work assignments such as tree trimming, ditch digging, spreading gravel, etc. which could normally be performed by lesser skilled personnel.

ARTICLE XV - MEALS

15.1 The City and the Utility Unit mutually agree that if the City requires an employee to perform work for two hours beyond regular quitting time, or if an employee is called in more than one hour before regular starting time, the City will provide such employee with a meal. The City shall continue to provide meals at four (4) hour intervals until employee is dismissed from work. The cost of such meals and the time taken to

consume them shall be at the City's expense. The cost of meals shall not exceed the following limits:

		<u>7/1/85</u>	<u>7/1/86</u>
Breakfast	\$5.00	\$5.25	\$5.50
Lunch	\$6.00	\$6.25	\$6.50
Dinner	\$11.00	\$11.50	\$12.00

ARTICLE XVI - TOOLS

16.2 Strike the last paragraph and insert the following:

"The City of Lodi will provide each employee with three (3) pair of gloves per fiscal year."

ARTICLE XXI P.E.R.S.

21.1 City to pay all of the employer's contribution. In addition, on the following pay periods, the City will pay into the employee's account: January 1, 1986, 3.5% of base salary, January 1, 1987, 4% of base salary.

ARTICLE XXII - SOCIAL SECURITY REPLACEMENT BENEFITS

22.3 A long term disability program which, coordinated with other disability benefits will provide a benefit equal to the sum of:

(1) 66-2/3 of the first two thousand two hundred and fifty dollars (\$2,250) of the member's basic monthly earnings; and

(2) fifty percent (50%) of the first one thousand dollars (\$1,000) of the member's basic monthly earnings in excess of two thousand two hundred and fifty dollars (\$2,250), in the event of disability. This program to commence sixty (60) days from the date of disability.

ARTICLE XXVI - UTILITY SERVICE OPERATOR RELIEF PROCEDURE

TWO SHIFT PLAN

Scheduled Leave

26.1 Request for leave, other than 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:

26.1(a) Full Shift

The Load Dispatcher will assume 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 Load Dispatcher will assume his regular schedule.

Note: When the Load Dispatcher is covering a full "Day Shift", the Operator scheduled to work Friday "Day Shift" shall become the duty operator. The Load Dispatcher will perform Load Dispatcher duties from 0700 to 1500 hours.

26.1(b) Less than a full shift, excluding Friday:

(1) The Load Dispatcher will shift his hours to cover the leave Monday through Thursday.

(2) Weekend Leave (Saturday and Sunday): The Load Dispatcher will shift his hours to cover the leave by taking off the preceding Thursday and Friday.

(3) Saturday Leave: The Load Dispatcher will cover the shift and take off the preceding Monday. Note: Saturday leave requires ten (10) days advance request, or as mutually agreeable to both parties involved.

(4) Sunday Leave: The Load Dispatcher will cover the shift and take the preceding Friday off.

Note: The two Operators scheduled to work Friday "Day Shift" shall be referred to as follows:

First Operator: The Operator beginning the "Day Shift".

Second Operator: The Operator finishing the "Day Shift".

On Fridays, without any leave, the "Second Operator" shall be the Duty Operator.

26.1(c) Friday Shift:

(1) "Day Shift" shall be covered by the "First Operator" in the event the "Second Operator" is unable to cover the shift.

(2) "Swing Shift" shall be covered by the "First Operator" by shifting his schedule.

26.1(d) In the event the shift(s) cannot be covered as described above, the following order will be used:

(1) All week, excluding Friday. The "Regular Day Off" Operator will cover the shift.

(2) One Operator will work the entire shift, thus working 16 hours.

(3) Utility Director or his designated representative will appoint someone deemed qualified by him to work the shift.

## EMERGENCY LEAVE

26.2 If the scheduled "Day Shift" Operator reports sick to the answering service, one of the following shall be called at 0600 hours by the answering service:

(1) The Load Dispatcher (Monday through Friday only). Time worked between the hours of 0700 to 0800 will be considered a call out (i.e., 2 hours at 1½ times the straight time rate of pay). The employee does not qualify for meals and is dismissed at 1600 hours.

(2) Standby Operator.

This procedure by which the Utility Service Operator position will be staffed in those instances when the scheduled Operator is unable to report for work because of illness, injury or otherwise absent, shall be as follows:

Note: An Operator on Emergency Leave should notify the Load Dispatcher a minimum of 8 hours in advance of the shift he plans to return to duty.

26.2(a) Extended Leave: The Load Dispatcher begins the Operators schedule immediately. He leaves the schedule after completing 40 hours work at straight pay, in the pay period the regular scheduled Operator has returned to duty.

26.2(b) In the event the shift(s) cannot be covered as described above, the following order will be used:

- (1) The "Regular Day Off" Utility Service Operator.
- (2) The Operator scheduled to work the adjacent shift may cover the shift, thus working 16 hours. (Friday swing shift will be covered by the "First Operator".)
- (3) If all or part of the shift in question cannot be filled as set forth above, the Utility Director, or his designated representative, shall have the right to call in any qualified Utility Department employee.

26.2(c) Friday "Day Shift" shall be covered as follows:

- (1) The "First Operator" shall be the Duty Operator.
- (2) The Load Dispatcher
- (3) The "Swing Shift" Operator
- (4) Same as Section "B" 3 above.

26.3 When it becomes necessary to change a Utility Service Operator or Load Dispatcher from one shift to another, with less than 12 hours off between shifts, the employee shall be compensated at the overtime rate for that period worked within the 12-hour interval following the end of his preceding regularly scheduled shift.

26.4 Any Operations Division employee required to change his work schedule with less than 24 hours prior notice shall be compensated at  $1\frac{1}{2}$  times the straight time rate of pay for any

portion worked within that 24 hour period. Such period to be determined from the time notification was first received.

26.5 An employee on leave (e.g. vacation leave, sick leave, holiday leave, etc.) but not on regular day off, is considered unavailable for relief duty.

ARTICLE XXVII - UTILITY SERVICE OPERATOR RELIEF PROCEDURE

THREE SHIFT PLAN

27.2(c) When it becomes necessary to change a Utility Service Operator or Load Dispatcher from one shift to another, with less than 12 hours off between shifts, the employee shall be compensated at the overtime rate for that period worked within the 12-hour interval following the end of his preceding regularly scheduled shift.

ARTICLE XXVIII - HOURS AND OVERTIME

28.2 Add a last sentence to this section:

"Overtime work between the hours of twelve midnight and six o'clock (6:00) a.m. will be paid at the rate of two times the hourly rate for the employee's position."

ARTICLE XXXII - TERM

32.1 The terms and conditions of this Memorandum of Understanding shall continue in effect during the terms of this Memorandum. The parties agree as follows:

TERM: The term shall be for three (3) years, beginning July 2, 1984 and ending the pay period in which July 1, 1987 falls.

ARTICLE XXXIII - SALARY

33.1 Effective July 2, 1984, salary schedules will be adopted as shown in Schedule A, attached.

33.2 On the pay period beginning nearest July 1, 1985 and July 1, 1986, all rates shall be increased by a minimum of three percent (3%) plus one cent (\$0.01) per hour for each full .30 point increase in the Consumer Price Index, United States City Average, Urban Wage Earners and Clerical Workers (1967 base year) for the month of May exceeds the same index for May of the preceding year. If the Consumer Price Index referred to is modified, or the base year is changed during the term of this agreement, City and the IBEW shall mutually agree to such modifications as are necessary to implement the intent of this

agreement, giving due weight to any advice available from the United States Bureau of Labor Statistics.

ARTICLE XXXIV

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

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 1245  
UTILITY UNIT

CITY OF LODI

\_\_\_\_\_  
Date

SCHEDULE A

Bi-Weekly Rates

Schedule 1 - Journeyman Rate:

	A	B	C	D	E
7/2/84	\$1,007.20	\$1,057.60	\$1,110.40	\$1,165.60	\$1,224.00
12/31/84	\$1,046.40	\$1,098.40	\$1,137.60	\$1,211.20	\$1,272.00

Schedule 2 - Lineman Rate

7/2/84			\$1,110.40	\$1,165.60	\$1,224.00
12/31/84			\$1,137.60	\$1,211.20	\$1,272.00

Schedule 3 - Senior Electrical Technician

7/2/84	\$1,132.80	\$1,189.60	\$1,253.60	\$1,311.20	\$1,376.80
12/31/84	\$1,177.60	\$1,236.80	\$1,298.40	\$1,363.20	\$1,431.20

Schedule 4 - Foreman Rate

7/2/84	\$1,108.00	\$1,163.20	\$1,221.60	\$1,282.40	\$1,346.40
12/31/84	\$1,151.20	\$1,208.80	\$1,269.60	\$1,332.80	\$1,399.20

Schedule 5 - Warehouseman Rate

7/2/84	\$ 913.60	\$ 959.20	\$1,007.20	\$1,057.60	\$1,110.40
12/31/84	\$ 949.60	\$ 996.80	\$1,046.40	\$1,098.40	\$1,137.60