

MEMORANDUM OF UNDERSTANDING

Between
The City of Ukiah
And
International Brotherhood of Electrical Workers, Local 1245

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Ukiah (“City”) and the International Brotherhood of Electrical Workers, Local 1245 (“Unit”) (collectively referred to as “Parties”). Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agrees to amend, add to, and clarify the Parties’ current MOU as follows:

1. **Replace: Article II. HOURS OF WORK/OVERTIME, Section 2.2.**

2.2 Overtime

Non-exempt employees assigned to a 5/8, 4/10, or 9/80 work schedule shall be compensated at the rate of one and one-half (1.5) times the employee’s regular hourly rate of pay for all hours worked in excess of forty (40) hours in the employee’s designated workweek. Overtime shall be calculated and charged in increments of one-half ($\frac{1}{2}$) hour, with any period of work from one (1) minute up to thirty (30) minutes counted as one-half ($\frac{1}{2}$) hour of overtime.

- a. Except as otherwise provided herein, overtime will mean rate of pay equivalent to one and one-half (1.5) times the regular straight time rate of pay.
- b. Employees will be paid overtime compensation at a rate of pay equivalent to two (2) times the regular straight time rate of pay for all time worked in excess of twelve (12) consecutive hours.
- c. Employees will be paid overtime compensation at a rate of pay equivalent to two (2) times the regular straight time rate of pay for time worked on scheduled non-workdays and holidays.
- d. Employees will be paid overtime compensation at a rate of pay equivalent to two (2) times the regular straight time rate of pay for call-backs and call-outs.
- e. For purpose of determining contractual overtime eligibility, paid leave hours shall be counted as hours worked.

2. **Add: Article II. HOURS OF WORK/OVERTIME, Section 2.8.**

2.8 Inclement Weather Practice

The City will not require work on electric lines or outdoor substations (other than operating functions) during inclement weather conditions that warrant cessation of such work, except in cases of emergencies. Emergencies are defined as situations requiring work to prevent risk to life or property or to maintain or restore continuity of regular service to the public.

When employees are unable to perform specific duties due to inclement weather, the City will assign alternative duties. Such assignments may include, but are not limited to, training, other tasks that can reasonably be performed during inclement weather, or duties outside the employee's customary job classification for which they are qualified, including assisting other departments as needed during the weather event. If the City is unable to provide alternate duties, employees may elect to take the day or remaining hours off using the appropriate personal leave accruals.

City Supervisors will be responsible for determining whether weather conditions warrant cessation of specific work activities. In making such determinations, Supervisors shall consider the following factors: employee health and safety; undue hazards; operating requirements; service to the public; job site working conditions; anticipated time required to leave unfinished work in a safe condition; and anticipated duration of the inclement weather.

3. **Replace: Article III. SALARY PLAN, Section 3.1.**

3.1 Salary Plan

Year-1 Salary Step Addition

Effective the first full pay period following September 19, 2025, the City shall adopt the attached revised salary schedule and add a new top step to the unit's salary schedule. This additional step shall be set at five percent (5%) above the current highest salary step.

All unit members who, as of the effective date, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

Year-2 Salary Step Addition

Effective the first full pay period following September 19, 2026, the City shall add a new top step to the unit's salary schedule, excluding the Apprentice Lineman classification, as part of the Year 1 revision and consolidation of step increments. This additional step shall be set at five percent (5%) above the current highest salary step, unless the local economic benchmark—defined as the combined total revenue collected in Fiscal Year 2025-26 for secured property tax, sales tax (Bradley-Burns and Measures P and Y), and transient occupancy tax—falls below the combined total for the most recently audited Fiscal Year 2024-25. In such case, the Year-2 Salary Step Addition shall instead be two and one-half percent (2.5%).

All unit members who, as of the effective date for the Year-2 Salary Step Addition, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

The Finance Director shall, in writing, provide the Fiscal Year 2025-26 revenue receipts and perform the comparison to the prior year's audited revenues.

Year-3 Salary Step Addition

Effective the first full pay period following September 19, 2027, the City shall add a new top step to the unit's salary schedule, excluding the Apprentice Lineman classification, as part of the Year 1 revision and consolidation of step increments. This additional step shall be set at five percent (5%) above the current highest salary step, unless the local economic benchmark—defined as the combined total revenue collected in Fiscal Year 2026-27 for secured property tax, sales tax (Bradley-Burns and Measures P and Y), and transient occupancy tax—falls below the combined total for the most recently audited Fiscal Year 2025-26. In such case, the Year-3 Salary Step Addition shall instead be two and one-half percent (2.5%).

All unit members who, as of the effective date for the Year-3 Salary Step Addition, have completed at least one (1) year of continuous City/District service and are at the current top step of the salary schedule shall be advanced to the new step.

All other unit members shall continue to progress in accordance with existing step-advancement policies on their regular anniversary date.

The Finance Director shall, in writing, provide the Fiscal Year 2026-27 revenue receipts and perform the comparison to the prior year's audited revenues.

4. Add: Article III. SALARY PLAN, Section 3.14.

3.14 Bilingual Incentive Pay

The City shall pay compensation to employees who are routinely and consistently assigned to positions requiring communication skills in Spanish and American Sign Language (ASL) as follows:

Employees who are designated by the City as fluent in Spanish (includes ability to read and write) or ASL (includes ability to interpret complex conversations) shall receive an additional incentive premium of five percent (5%) of the sum of the employee's base salary as compensation for the additional responsibilities. Employees who are not fluent, but have been designated by the City as possessing the skill to converse in Spanish or ASL well enough to communicate during a basic call for service shall receive an additional three percent (3%) of the sum of the employee's base salary as compensation for the additional responsibilities. The five percent (5%) pay and three percent (3%) pay shall not be combined and five percent (5%) is the maximum premium allowed for any combination of the recognized communication skills.

The City may use a variety of techniques to test an employee's proficiency in either language, and may require an employee to re-test on occasion.

Subject to the PERL and CalPERS regulations and guidance, this is reportable to CalPERS as special compensation.

5. **Replace: Article VIII. MEALS, Section 8.1.**

The City will provide meals for employees as described below. All meals earned will be paid/reimbursed at \$23.00 per meal, unless provided by the City. Meals earned and not taken will result in a missed meal payment of thirty minutes pay at the appropriate overtime rate plus \$23.00.

If an employee is required to work two (2) or more hours before regular starting time, the City will provide such an employee with a meal.

If an employee is called in on an emergency call out more than two (2) hours before regular starting time, the City will further provide such employee with lunch.

If the City requires an employee to perform work for one and one-half (1.5) hours beyond regular quitting time, the City will provide such employee with a meal and shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work.

If an employee is called in on an emergency call-out the City will provide such employee with a meal at four (4) hour intervals until the employee is dismissed from work.

When an employee is pre-arranged to work on a non-workday or outside of normal work hours, the City will provide meals at intervals as described for workdays. The cost of such meals and the time taken to consume them shall be at the City's expense and shall be taken at a restaurant acceptable to the City and the employees within the City limits unless no restaurant is open at the time provided for the meals to be taken.

6. **Replace: Article XI. HOLIDAYS**

Employees are provided with the following paid holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Year's Day
3rd Monday, January	Martin Luther King, Jr. Birthday
3rd Monday, February	President's Day (Washington's Birthday)
Last Monday, May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1st Monday, September	Labor Day
2nd Monday, October	Indigenous Peoples' Day/Columbus Day
November 11	Veterans Day
4th Thursday, November	Thanksgiving Day
4th Friday, November	Day following Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve

In addition to the above, each employee shall receive eight (8) hours of leave with pay as a floating holiday. The floating holiday shall be credited to the employee's vacation accrual balance in July of each year.

When a holiday falls on a Saturday the holiday will be observed on the Friday before the holiday. When a holiday falls on a Sunday the holiday will be observed on the Monday following the holiday.

7. **Replace: Article XII. VACATION SCHEDULE, Section 12.3.**

12.3 Vacation Cash Out

Employees may cash out one (1) week (40 hours) vacation, not to exceed two (2) times per fiscal year. To be eligible, the employee must have a remaining vacation balance of at least one hundred twenty (120) hours after the cash out. Approval of cash-out requests is subject to the City's payroll processing timelines and applicable administrative procedures.

8. **Replace: Article XVI. SAFETY, Section 16.1.B.2.**

2) Boots

Employees required to wear climbing boots for City-related work may be provided with one pair of climbing boots per fiscal year, subject to demonstrated need and prior approval by the employee's supervisor and/or the Electric Utility Director (or designee).

The total cost of the climbing boots shall not exceed five hundred fifty dollars (\$550) per fiscal year, which may include maintenance and repair costs (e.g., shoelaces, toe guards, insoles). . At the City's discretion, the City may provide climbing boots through any method that allows an employee to choose climbing boots that do not cost more than five hundred and fifty dollars (\$550) and meet applicable safety requirements.

Examples of methods the City could elect to use to provide climbing boots, depending on the circumstances, include, but are not limited to:

- a. The City could authorize an employee to purchase climbing boots and submit the original receipt for reimbursement. The Reimbursement method requires the supervisor's advance authorization.
- b. An employee could select appropriate climbing boots, and the City would order and pay for the selected boots.

Employees who do not require climbing boots, but work in the field and need work boots, the City will pay up to \$300 boot allowance per fiscal year, to be reimbursed as needed upon submission of receipt.

All boots provided under this provision are intended for City-related work and not to be used for non-work activities.

9. **Replace: Article XXV. TERM**

The term of this agreement is September 19, 2025, through September 18, 2028.

10. **ADMINISTRATIVE CLEAN-UP OF MOU PROVISIONS**

The parties recognize that certain provisions of this MOU have become outdated, redundant, or inconsistent with current laws, regulations, or City policies. The parties agree to meet and confer in good faith to make non-substantive updates, corrections, or eliminations of such provisions during the term of this MOU. These administrative clean-up revisions may be documented by mutual written agreement of the parties and do not require separate City Council approval, provided they do not materially change employee wages, benefits, or other substantive terms and conditions of employment.

11. **CONTINUATION**

The City and the Unit agree that all conditions of employment established by City policy, including all conditions affecting wages, hours, and working conditions that are not specifically addressed in this MOU, shall continue in effect and shall not be affected by the terms of this MOU.

The value or availability of the benefits provided in the MOU as originally worded or as amended from time to time may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to Unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this MOU are limited to the direct cost of providing the salary and benefits as described in the MOU. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

This Memorandum of Understanding is ratified and adopted pursuant to the recommendations of the following representatives this 6th day of October 2025.

CITY OF UKIAH

IBEW, LOCAL 1245

Sage Sangiacomo, City Manager

Robert Dean, Business Manager,
IBEW Local 1245

Mark Wilson, Business Representative,
IBEW Local 1245