

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

International Brotherhood of Electrical Workers, Local 1245

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

1. Article 2.2 Overtime

Non-exempt employees receive one and one-half times their regular hourly rate of pay for time actually worked in excess of 40 hours in their designated workweek. Overtime is charged in one-half hour increments, with any time worked from 1 to 30 minutes credited as one-half hour of overtime.

- a. Except as otherwise provided herein, overtime will mean rate of pay equivalent to one and one-half (1 ½) 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 on regularly scheduled workdays.
- 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.

2. Article 2.4 Call-Back

Callbacks are paid at a two-hour minimum at **two times the regular straight time rate of pay**. The second callback is paid at actual time worked with a one-hour minimum at **two times the regular straight time rate of pay**, as long as the second callback is not within the first callback timeframe.

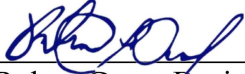
3. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. All MOU articles, sections and/or supplements not identified herein are to remain as-is.

For the CITY OF UKIAH

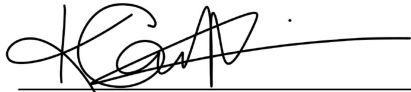


Sage Sangiacomo, City Manager

For the IBEW, LOCAL 1245



Robert Dean, Business Manager,
IBEW Local 1245



Kim Camatti,
Business Representative,
IBEW Local 1245

