

## **SIDE LETTER AGREEMENT**

### **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245**

**AND**

### **THE CITY OF ROSEVILLE**

The City of Roseville (hereinafter referred to as "City") and International Brotherhood of Electrical Workers, Local 1245 (hereinafter referred to as "IBEW") entered into a Memorandum of Understanding ("MOU") with a term beginning on May 1, 2022, and terminating on April 30, 2026. The City and IBEW are collectively referred to herein as the "Parties."

The Parties mutually agree to amend Appendix B of the MOU to require holiday time off or buy up to be taken in full shift increments to ensure compliance with Fair Labor Standards Act ("FLSA") Practices.

The specific provisions contained in this Agreement are intended to satisfy the requirements of the Fair Labor Standards Act and supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to modify APPENDIX "B" TWELVE HOUR SHIFT- SPECIFIC PROVISIONS of the IBEW MOU to read as follows:

7. Holidays - Employees scheduled to a twelve (12) hour shifts shall receive one hundred ten (110) hours of holiday hours per year (the equivalent of 9 City designated holidays), in advance on January 1 of each year, earned in approximately nine (9) hour increments for each one (1) month of continuous employment. Employees must request time off in full shift increments, except for one time use of 2 holiday hours.
  - a. In lieu of holiday time off, twelve (12) hour shift employees may elect to receive straight salary for up to one half (1/2) of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in twelve (12) hour increments. Employees who are interested in cashing out their holiday hours must sell the holiday leave time by the last business day in January of the year the hours are earned.
  - b. All holiday time off is subject to advance approval of the department head.

- c. Holiday hours which are not used by December 31 of the year they are earned will be forfeited by the employee. [If employee is denied use of his/her holiday hours due to operational necessity then leave balances may be cashed out]
- d. If an employee has taken more holidays in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final pay check.

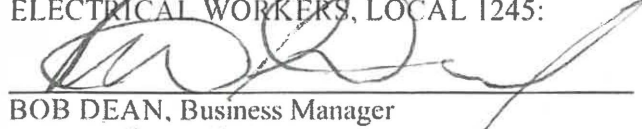
This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA. This Agreement is executed by the following authorized representatives of each party:


CITY OF ROSEVILLE:

  
\_\_\_\_\_  
DOMINICK CASEY, City Manager

Date: 2-28-23

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 1245:

  
\_\_\_\_\_  
BOB DEAN, Business Manager

  
\_\_\_\_\_  
CHARLEY SOUDERS, Business  
Representative