## SIDE LETTER AGREEMENT BETWEEN THE CITY OF ROSEVILLE

## **AND**

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

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

The intent of this Side Letter Agreement ("Agreement" or "SLA") is to address in writing topics discussed during the review of the labor market data, including the composition of prior applicable methodology, which is not expressly defined in the current MOU language, but had been previously applied and previously discussed between the Parties, and incorporated thereby. During previous negotiations in 2019, the Parties discussed the application of the total compensation study methodology, including the ten (10%) percent cap to the labor market adjustments, to provide predictability for purposes of budgeting in the event of a volatile labor market. The City had generally maintained that cap as an element in reference to applied methodology since the labor market adjustments in 2019. Notwithstanding, the Parties hereby agree that as part of this 2023 total compensation study implementation, the ten (10%) cap for the labor market adjustment for IBEW membership will not be applied, as described below.

In addition, the Parties discussed an issue that had not been previously contemplated, related to the current City Retirement Health Savings Account ("RHSA" or "RHS") plan, as some employees are not eligible for any portion of the City contribution if the employee separates from City service prior to 20 years of cumulative service with the City. As such, it was recommended by the City consultant that the City contribution be removed from the Total Compensation Study, until the City could negotiate amendments to the RHS plan document. The Parties discussed the expectation that the benefit should be added back into the total compensation study consistent with study methodology, once the City plan document is updated.

The City and IBEW Local 1245 mutually agree, after meeting and conferring in good faith, to the following, pursuant to the limited reopener described in the Memorandum of Understanding (MOU), Chapter 2, Article 1 (A.2.), Labor Market Adjustments: Effective the first full pay period in May 2023, May 2024, and May 2025:

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For the May 2023 labor market adjustments, the Parties agree not to implement the ten (10%) percent cap to the labor market adjustments. For the labor market adjustments in May 2024 and May 2025, the Parties agree to apply the ten (10%) cap to the labor market adjustments.

The parties agree to remove the City RHSA \$100 per month contribution from the total compensation study data at this time. The parties also agree that the removal from the 2023 study is not precedent setting and the value of this benefit should be captured in future total compensation study data to be consistent with study methodology when the RHS plan document is updated.

The specific terms in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement.

Except as provided herein, all wages, hours, and other terms and conditions of employment presently in the City's MOU, including as modified by effective Side Letter Agreements, with IBEW 1245 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).

Date:

4/13/23

City of Roseville:

Dominick Casey, City Manager

Sharley Soudan

Charley Souders, Business Representative