

Letter of Agreement
Between
The City of Vallejo
and the
International Brotherhood of Electrical Workers, Local 1245

The City of Vallejo (City) and the International Brotherhood of Electrical Workers, Local 1245 (IBEW) hereby enter into this Letter of Agreement with regard to those individuals in the Public Works-Maintenance Worker I/II job classifications.

The City and IBEW hereby mutually agree that the Public Works Maintenance Worker I/II (MW I/II) are not shift workers. However, those individuals employed in Public Works MW I/II classifications, who voluntarily accept bridge operation duties, shall be placed on a Fair Labor Standards Act (FLSA) 207(b) (2) schedule as follows:

Beginning on March 28, 2023 the Bridge Operator shifts assigned to MW I/II personnel will have a consecutive 52-week work period in which members will work no more than 2,240 actual hours, as permitted by the FLSA at 29 U.S.C. 207(b)(2) and in which each classification will be guaranteed the opportunity to work at least 2,080 hours. The National Labor Relations Board (NLRB) has certified that the IBEW Local 1245, AFL-CIO is a bona fide labor organization (see Exhibit A). FLSA overtime compensation will be paid after 10 hours of actual work in a workday for the Bridge Operator shift or after 56 hours of actual work in the City-established workweek, whichever is more advantageous to the MW I/II, until 2,080 hours of straight time have actually been worked. FLSA overtime will also be paid for all hours actually worked between 2,080 and 2,240.

MW I/II who are willing to volunteer for Bridge Operator shifts will bid by seniority annually for a rotation in the assignment and will be assigned and provided a schedule for no less than a 52-week period. Designated Public Works MW I/II employees who are trained by the City for the Bridge Operator duties may also backfill for vacation, sick, rest periods, or unscheduled absences and will be compensated at the appropriate overtime rate based on their MW I/II assigned schedule.

Should there be no volunteers bidding for a rotation in the assignment, the City may make such assignments in reverse order of seniority amongst Public Works MW I/II classifications. Employees assigned by City shall also be placed on an FLSA 207(b)(2). MW I/II employees assigned permanently to Street Sweeper may bid for the assignment at the discretion of the City.

The parties agree that Public Works-MW I/II job classifications shall continue to earn overtime compensation in accordance with any applicable provision of the parties' current Memorandum of Understanding (MOU) that provides for the payment of overtime compensation under circumstances that are more generous than the FLSA requirements described in this Letter of Agreement. Any MW I/II temporarily assigned to a Bridge Operator shift who has not volunteered for a 52-week assignment will be subject to their normal, workweek days and hours for overtime purposes. The previously agreed upon

advance notice to change a member’s schedule or workweek shall apply as set forth in Section 6.1 of the MOU.

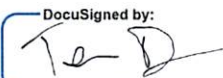
In entering into this agreement, the parties intend to continue the current work schedule model which provides for MW I/II to be regularly scheduled for 80 hours of work during each bi-weekly pay period. All MW I/II employees assigned to the bridge shall have holidays treated in accordance with Section 2.3 “Holiday Pay – Shift Employees” of the MOU. The affected classifications shall be allowed fourteen (14) days of annual leave, or the same number of days that the other bargaining unit employees receive, in lieu of holidays. Nothing in this agreement prevents the parties from altering the work schedule so long as any applicable meet and confer requirements are satisfied. Should the provisions of this letter not satisfy the intent of the City or Local 1245, the parties may notify each other in writing providing a minimum of 30-days’ notice of their desire to cancel or change the agreement by meet and confer over any changes or reestablishment of the Bridge operator classification which was eliminated in 2021.

Unless specifically set forth herein, nothing in this Letter of Agreement is intended to change or modify any provisions of the MOU as it exists as of the date of this Letter of Agreement. The MOU remains in full force and effect. In the event of a conflict between this Letter of Agreement and the MOU, this Letter of Agreement shall have precedence. Enforcement of this Letter of Agreement shall be governed by the MOU, and applicable California State Law and Federal Law.

This Letter of Agreement represents the full agreement of the parties concerning the subject matter set forth herein. Any prior verbal or written agreements, except any non-conflicting provisions of the MOU, concerning the subject matter herein are hereby superseded.

IN WITNESS WHEREOF the parties hereto have executed this Letter of Agreement as dated below.

On Behalf of the City:


657AD00B1416407

Terrance Davis
Interim HR Director

Date: 3/30/2023

On Behalf of IBEW:



Kim Camatti
Business Representative
IBEW Local 1245

Date: 4/11/2023