MEMORANDUM OF UNDERSTANDING

CITY OF UKIAH

And

LOCAL 1245 of the

International Brotherhood of Electrical Workers

2018 - 2021

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MEMORANDUM OF UNDERSTANDING
CITY OF UKIAH
LOCAL 1245
of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE: This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Millias-Brown Act (Calif. Gov't Code §3500 et seq.) and applicable ordinances and resolutions of the City of Ukiah, between the City of Ukiah (hereinafter "City") and the Local 1245 of the International Brotherhood of Electrical Workers (hereinafter "Local 1245"). As a result of meet and confer sessions, the City and IBEW have agreed to the following understandings.

I. RECOGNITION

1.1 The City of Ukiah formally acknowledges the Local 1245 of the International Brotherhood of Electrical Workers as the sole recognized employee organization and exclusive representative for employer-employee relations matters of those job classifications set forth in Appendix A to this Agreement.

1.2 Union may use portions of City bulletin boards under the following conditions:

a. All materials must receive the approval of the Director of Personnel in charge of the departmental bulletin board.
b. All materials must be dated and must identify the organization that published them.
c. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. Materials, which the department head considers objectionable will not be posted, provided however, the department head shall first discuss this denial with the City Manager.
d. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations materials.
e. An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards

1.3 Reasonable access to employee work locations shall be granted officers of Local 1245 and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

1.4 Only a formally recognized employee organization (i.e. Local 1245 of the International Brotherhood of Electrical Workers) may be granted permission by the Municipal Employee Relations Officer to have the regular dues of its members deducted from their paychecks, in accordance with the procedures prescribed by the Municipal Employee Relations Officer. Provided however, this shall not preclude the continuation of dues check-off heretofore granted to any employee organization.

Dues deduction shall be for a specified amount and shall be made only upon the voluntary written authorization of the member. Dues deduction authorization may be cancelled and the dues check-off payroll discontinued at any time by the member upon voluntary written notice to the Municipal Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Municipal Employee Relations. Officer. Dues deduction may be continued only upon voluntary written authorization of the member for a period time not to exceed one year. Employee payroll deduction authorizations shall be in uniform amounts for dues deductions.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Local 1245 dues.

Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations that receive dues check-off shall indemnify, defend, and hold the City of Ukiah harmless against any claims made and against any suit instituted against the City of Ukiah on account of check-off of employee organization dues. In addition, all such employee organizations shall refund to the City of Ukiah any amounts paid to it in error upon presentation of supporting evidence.

1.5 Union Security

The following provisions shall apply to all employees represented by Local 1245 of the International Brotherhood of Electrical Workers.

DUES/FEES

Any employee of the City in a classification represented by the Local 1245 who is not on leave of absence may become a member of the Local 1245, or may pay Local 1245 a fair share service fee in an amount not to exceed periodic dues and general assessments of Local 1245. Such amounts shall be determined by Local 1245 and implemented by the City in the first payroll period after receipt of written notification of employee authorization from Local 1245.

UNION RESPONSIBILITIES

A. Local 1245 shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to the City, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

B. Local 1245 certifies to the City that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, any decisions by a court of competent jurisdiction, and any other applicable legal authority.

C. Hold Harmless: Local 1245 agrees to indemnify and hold the City harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and attorney fees which may arise by reason of the result of the operation of this Article.

CHANGE OF LAW

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

NEW EMPLOYEES & NEW EMPLOYEE ORIENTATION

In accordance with applicable state law and Assembly Bill 119 the City shall provide Local 1245 and its designated representatives mandatory access to all new employee orientations of classifications it represents. The City will work with Local 1245 to provide advanced notice, of not less than 10 days, of the new hire orientation so an exclusive representative of Local 1245 will have access to new employee orientations for up to thirty minutes.

Local 1245 agrees to provide the City a list of shop stewards/representative(s) that Local 1245 will use for the new hire orientations throughout the year. Local 1245 will identify which steward/representative will attend the new employee orientation or, alternatively, schedule to meet with the newly hired employee at a time more acceptable to operational needs, but with ten (10) days of hire.

Additionally, the City will provide Local 1245 the following information within 30 days of hiring a Local 1245 represented employee; the name, job title, department, work location, work, home, and personal cellular telephone numbers; personal email addresses on file with employer, and the home address of the new hire. The City will provide Local 1245 with a list of all information for all employees in the bargaining unit every 120 days.

II. HOURS OF WORK/OVERTIME

2.1 The regular workweek is defined as seven (7) consecutive days, Sunday through Saturday, in which an employee normally works his/her 40 hours. Flex schedules may be authorized upon approval by the Department Head and the City Manager.

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.
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 non-scheduled holidays in an emergency capacity.

2.3 CTO

Compensatory time off may be taken at straight time during the workweek. If used after the workweek in

which it was earned, it is taken at time and one-half as agreed by the employee and Department Head. No employee shall accumulate more than 50 hours of compensatory time.

2.4 Call-Back

Callbacks are paid at a two hour minimum at time and one half pay. The second callback is paid at actual time worked with a one-hour minimum at time and one-half pay, as long as the second callback is not within the first callback timeframe.

2.5 Standby

a. Standby pay is at the rate of two hours pay at straight time on weekdays and four hours pay at straight time on weekends and holidays.

b. Vehicle Usage: No City vehicle shall be routinely assigned to employees. When called in on standby, employees will be reimbursed for mileage in accordance with the City's current travel reimbursement policy. An employee called back to work from standby shall receive a $5.00 stipend for each call-back.

2.6 Rest Period Agreement

The following language concerning the definition of rest period for extended overtime has been agreed upon as follows:

1. Any employee in this Unit who has worked eight hours or more at the overtime rate during the 15-1/2-hour period immediately preceding the beginning of his regular work hours on a workday shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

2. There shall be included as part of the eight hours worked at the overtime rate in such 15-1/2-hour period any travel time and mealtime to which an employee is entitled.

3. If the eight hour rest period in part or in whole overlaps the employee's regular work period, the employee shall receive the straight time rate for the extent of the overlap except that the time taken during such overlap for any meal to which they are entitled for overtime hours worked shall be paid at the applicable overtime rate.

4. If the employee is called back to work during the first six hours of the rest period, a new rest period shall commence at the end of such work.

5a. If the rest period overlaps his/her regular work hours, but does not extend to the second half of the workday, the employee shall be excused with pay at the regular rate until the next full hour of his/her regular workday.

b. If the rest period overlaps the second half of the regular workday, the employee shall be excused with pay until the next full hour of his/her next regular shift.

6. An employee entitled to the rest period may nevertheless be required to work during the regular work hours on a workday without having said rest period, in which event, employee shall be paid at two (2) times the straight-time rate for all work performed until he/she has been relieved from duty for at least eight (8) consecutive hours.

7. If the person on call works past the 16-hour limit and is entitled to the aforementioned rest period, he/she shall be relieved from call by the supervisor until said rest period is concluded. Calls shall be routed to the supervisor, who then shall dispatch according to the needs of the department.

2.7 On-Call and Stand-By Response

All employees of the Electric Unit that are scheduled to be on Standby Duty or On-Call status during their rotational work week will be required to reside, either permanently or temporarily within a zone allowing response to the City of Ukiah Corporation Yard within 35 minutes of notification to respond.

III. SALARY PLAN

3.1 Salary Plan

Year 1: 4% increase to base salary effective the first full pay period following September 19, 2018.

Year 2: 3% increase to base salary effective the first full pay period following September 19, 2019.

Year 3: 3% increase to base salary, effective the first full pay period following September 19, 2020, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2018/19. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

3.2 Cost Sharing Agreement

For FY 2013-14 and 2014-15 the Unit agreed to an ongoing 5% salary concession and the City agreed to restore and refund an amount equivalent to a portion of revenue if actual revenues exceed adopted budgeted revenues in the General Fund according to the formula listed in the sections below. Given that the formula is based on fiscal year audited revenues, the provisions of this section shall remain in full effect beyond the two year term of this agreement until the audit is completed and available for the purposes of implementing this section of the MOU. The total 5% salary concession for this Unit on an annual basis is $64,555.24.

This provision provides for the restoration and refund of the concession amount should the total audited revenues of each fiscal year corresponding to the term of this agreement exceed the adopted budgeted revenues of the General Fund for Fiscal year 2013-14 by $100,000 or more.

- The City shall restore an amount equivalent to a percentage calculated by taking the difference in audited revenue for each corresponding year of this MOU and the base year revenue adopted in the FY 2013-14 General Fund budget and dividing the absolute value by the adopted General Fund FY 2013-14 identified deficit. This shall occur the first full pay period following the City Council's receipt of the audit.

EXAMPLE:

$$\frac{\text{(Audited GF Revenue}^{1} \text{ - Base Year Adopted FY 13-14 GF Revenue}^{2})}{\text{Adopted FY 2013-14 GF Deficit}^{3}} = \text{“\% of Concession Returned”}$$

[1] Audited GF Revenue for the corresponding agreement year
[2] Base Year GF Revenue as identified in the adopted FY 13-14 Budget ($14,375,555), Page ES-6
[3] GF Deficit as adopted in FY 13-14 Budget ($978,894)

- The concession restoration amount will be applied to base salary at an amount equivalent to the calculated percentage multiplied to the base salary of each Unit member up to an amount that shall not exceed the concession amount.

- Furthermore, the City shall refund in a lump sum payment to each Unit member the concession amount in part retained by the City over each corresponding fiscal year of the term of this MOU if audited revenues exceed the base year revenue. The lump sum payment shall be equal to the calculated percentage from the formula above multiplied by the base salary received during the same term.

- In accordance with CalPERS law, this payment will not be reported as “pay rate” or “special compensation” and will not be reported to CalPERS for the purposes of pension calculations.

This language reflects the current 2013-14 Fiscal Year City of Ukiah budget methodology. If the City changes the way revenue is accounted, the Unit will be notified in writing and the City shall meet and confer with the Unit to develop equivalent methodology for determining General Fund revenue.
Audited revenue is subject to review by the Unit and City staff. Any discrepancies will be identified by the Unit and shall be submitted to the City. Discrepancies identified by the Unit will be reviewed by the City and shall by applied for the purposes of this provision as agreed to by the City and Unit.
The audited revenues are typically found on “Schedule I – General Fund Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual for the Year Ended June 30, ____” in the *Audited Financial Statements*.

Year 1 – Example 1 ($64,555.24 x 3/12 of a year, based on the 4/02/2014 MOU Adoption Date)

$$\frac{\$14{,}456{,}000 - \$14{,}376{,}000^{*} = \$80{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

*Rounded for purpose of illustration

Year 1 – Example 2

$$\frac{\$14{,}876{,}000 - \$14{,}376{,}000 = \$500{,}000}{\$978{,}894} = .5108 \text{ or } 51.08\% \text{ of Concession Restored } (\$8{,}243.49)$$

Year 2 – Example 1

$$\frac{\$14{,}436{,}000 - \$14{,}376{,}000 = \$60{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

Year 2 – Example 2

$$\frac{\$15{,}076{,}000 - \$14{,}376{,}000 = \$700{,}000}{\$978{,}894} = .7151 \text{ or } 71.51\% \ (\$46{,}162.98)$$

of Concession Restored, which includes the 51.08% in the Year 1 Example

CITY OF UKIAH
SUMMARY BY ACTIVITY OR FUNCTION
FISCAL YEAR 2013-2014 BUDGET

FUND #	FUND NAME	7/1/20013 FUND BALANCE	REVENUE	EXPENSE	NET INCOME (LOSS)	NET TRANSFERS IN (OUT)	6/30/2014 FUND BALANCE
G	General Fund	500,000	14,375,555	15,354,449	(978,894)	978,894	500,000
GR	Strategic Reserve	4,566,739	-0-	19,000		(978,894)	3,568,844
R	Other Grant & Restricted Use Funds	1,244,015	3,307,177	5,166,640	(1,859,463)	-	(615,448)
E,W,S	Utilities	28,294,826	27,123,887	34,128,665	(7,004,778)	2,193,186	23,483,234
LF, A, P, M, B, L, CC	Other Business Activities	-0-	2,578,307	4,457,880	(1,879,573)	-0-	(1,879,573)
I	Internal Service Funds	957,894	2,979,553	3,476,794	(497,241)	(37,000)	423,653
C	Capital Project Funds	3,492,473	172,172	881,697	(709,525)	7,000	2,789,948
	Total City Funds	39,055,947	50,536,651	63,485,125	(12,948,474)	2,163,186	28,270,659

UTILITY AND OTHER BUSINESS ACTIVITIES DETAIL							
E	Electric Utility	14,832,369	15,422,680	19,328,640	(3,905,960)	-	10,926,409
W	Water Utility	2,292,835	5,974,163	4,247,439	1,726,724	(250,000)	3,769,559
S	Sewer Utility	11,387,962	5,727,044	10,552,586	(4,825,542)	2,443,186	9,005,606
LF	Solid Waste Disposal	(251,779)	100,025	1,352,370	(1,252,345)		(1,504,124)
A	Airport	288,764	1,627,335	1,756,355	(129,020)		159,744
P	Parking	162,740	107,741	179,126	(71,385)		91,355
M	Museum	201,638	93,282	345,281	(251,999)		(50,361)
B	Golf	(1,015,519)	182,307	182,307	-		(1,015,519)
L	Street Lighting	408,228	176,095	328,989	(152,894)		255,334
CC	Conference Center	(12,411)	291,522	313,452	(21,930)		(34,341)
	Total Utility And Other Business Activities Detail	28,294,826	29,702,194	38,586,545	(8,884,351)	2,193,186	21,603,661

Refer to the "Combining Fund Schedule" for a listing of the funds in each category

Schedule I

CITY OF UKIAH
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2012

	Budgeted Amounts			Variance With Final Budget - Positive
	Original	Final	General	(Negative)
REVENUES				
Taxes:				
Property	$ 745,056	$ 1,245,056	$ 1,213,479	$ (31,577)
Sales and use	6,333,756	6,333,756	6,465,410	131,654
Property transfer	33,700	33,700	24,770	(8,930)
Transient occupancy	691,108	691,108	775,547	84,439
Business license	315,291	315,291	325,674	10,383
Franchise	535,400	547,400	567,486	20,086
Licenses and permits	131,800	131,800	434,492	302,692
Fines, forfeitures, and penalties	52,662	52,662	46,960	(5,702)
From other agencies	1,374,988	1,374,988	1,350,289	(24,699)
Use of money and property	829,571	829,571	856,146	26,575
Charges for current services	892,204	892,204	1,146,590	254,386
Other	1,000	1,000	4,498	3,498
Total Revenues	11,936,536	12,448,536	13,211,341	762,805
EXPENDITURES				
Current:				
General government	1,728,729	2,231,319	1,817,593	413,726
Public safety	8,183,289	8,511,076	8,660,148	(149,072)
Streets and roads	927,891	942,321	1,087,896	(145,575)
Parks and recreation	1,840,654	1,845,654	1,970,035	(124,381)
Community development	98,255	225,755	67,839	157,916
Debt service	5,546	5,546	38	5,508
Capital outlay	149,329	173,641	46,593	127,048
Total Expenditures	12,933,693	13,935,312	13,650,142	285,170
Excess (Deficiency) of Revenues Over Expenditures	(997,157)	(1,486,776)	(438,801)	1,047,975
OTHER FINANCING SOURCES (USES)				
Transfers in	1,022,219	1,022,219	1,065,910	43,691
Total Other Financing Sources (Uses)	1,022,219	1,022,219	1,065,910	43,691
Net Change In Fund Balances	25,062	(464,557)	627,109	1,091,666
Fund Balances, July 1,	6,237,800	6,237,800	6,237,800	-
Fund Balances, June 30,	$ 6,262,862	$ 5,773,243	$ 6,864,909	$ 1,091,666

3.3 Salary Plan Administration

Employees occupying a position in a classification covered by this Memorandum of Understanding shall be paid the base salary range specified for their classification, as contained in Appendix "B" entitled "Salary Ranges Effective", attached hereto and incorporated herein, setting forth the salary ranges.

3.4 Salary Plan - Original Appointment

Salary ranges have been developed for each classification. Each salary range consists of a schedule of steps with a 5% differential between steps. These steps provide increases based on time in the position and on level of performance. Upon being hired at Step A of a pay range, the City will consider an increase to Step B on or after the first six months, if performance is satisfactory. Employees may be hired at steps higher than A, based on prior experience.

3.5 Promotion

Employees promoted from one classification to another shall receive at least the next higher pay step than that which the employee was earning. If the employee would have received a step increase in their previous position within six months of the promotion, they will receive at least 5% higher than that step increase upon promotion.

The City Council will adopt and revise as necessary the Classification and Pay Plans as recommended by the City Manager. The City Manager may make revisions to job descriptions that do not significantly change the nature of the job without City Council approval.

3.6 Electric Unit Classification Salary Steps

a. Effective July 1, 1990, the Lineman/Linewoman and Electrical Sub-Supervisor position classifications shall spend only six months at Steps A, C, and D before being eligible for step advancement. Step B has been eliminated. Advancement is dependent upon successful and satisfactory performance evaluations and upon recommendation by the Department Director.

b. Employees must serve at least one year in each of Steps B through D before they may be considered for a higher step. Each year, until you reach the top of the pay range for your classification, your performance will be evaluated and a step increase considered by your supervisor. Step increases are not automatic but are based on satisfactory service, performance rating and recommendation by your Department Head. The City Manager may grant an increase to a higher step based on exceptional performance.

3.7 Lineman Apprentice Program

The Apprentice Program was established as a career path advancement for a Groundperson who qualifies for training through the program to become a Step E Lineman/Linewoman. Apprentice positions will only be considered when a new Lineman position has been created or a vacancy exists. An Apprentice position will be created solely at the discretion of the Director and the approval of the City Manager.

A. Qualifications

The Program duration will be forty-two months. However, the program can be completed with a minimum of thirty months with the satisfactory completion of testing and performance reviews. Applicants who have 18 months experience as a Groundperson, with at least 1 year employed in the City's Electric Department of the Groundperson position will be considered for the Apprentice Program.

As recommended by the Electric Utility Director and approved by the City Manager, the time in position and experience required may be decreased to a minimum of six (6) months.

B. Selection

Should more than one candidate be eligible for the Apprentice Program, applicants will be selected through the city's current bid and interview process.

C. Advancement

When chosen as an apprentice, the applicant will be advanced to a Step D Apprentice Line Attendant and will receive the corresponding salary increase. The apprentice will receive a performance review every six months. If the applicant satisfactorily completes the program they will advance as follows:

Step D Apprentice Line Attendant	One Year
Step E Apprentice Line Attendant	One Year
Step D Lineman/Linewoman	Six Months
Step E Lineman/Linewoman	

If the Apprentice does not receive a satisfactory performance review, they will be required to repeat the current six-month training period, without a salary increase.

D. Apprentice Salary Increases

The Apprentice will be reviewed every six months. However, salary increases will be made only at the satisfactory completion of Step D Apprentice Lineman/Linewoman, Step E Apprentice Lineman/Linewoman, and Step D Lineman/Linewoman.

3.8 Apprenticeship Certification Program

The City will provide the State with the documentation necessary for State certification of the Department's Apprentice Program.

3.9 Working Out of Class

The City will pay 5%, or Step A, whichever is greater, for represented employees who are assigned to work at a higher level of classification whenever the employee works a minimum of four (4) hours in a work day or shift. The City will pay 10% for properly and formally assigned working out of classification, whenever the employee works a minimum of four (4) hours in a workday or shift, for those employees who have been assigned in the out of classification capacity for a cumulative total of one year or more.

a. Employees working out of class for a period of one month (30 calendar days) or longer will be paid holidays and sick leave of one week or less in duration at the out of class differential rate after the 30th day.

b. Employees working out of class in exempt positions will be paid overtime earned at the Out of Class rate, until they have worked out of class continuously for one month (30 calendar days), after which time overtime will no longer be paid.

3.10 Payroll/Timesheets

The pay period is Sunday through the second Saturday. Paychecks are issued every other Friday, reflecting the two-week pay period ending the previous Saturday. Time sheets must be turned in to Payroll no later than 9:00

a.m. on pay week Monday for employees not working the weekend, and Noon of pay week Monday for those working the weekend. PAF's are due in the Payroll Office the week prior to pay week. Time sheets must be signed by the employee and supervisor/designee. If the time sheet is not completely signed, checks will be held in the Payroll Office pending signature. Deductions will be taken for the required federal and state taxes, employee authorized deductions, or court ordered garnishments.

Checks will be distributed on Friday to the employees or to the Department Heads or their designated representative, who will, in turn, distribute checks to all employees. No exceptions can be made to this policy without City Manager approval. No checks will be issued to anyone other than the designated employee, unless prior written authorization has been given by the employee. Direct Deposit is available for all full-time and year-round part-time employees. Contact the Payroll Office for more information. If payday falls on a holiday, checks will be distributed on the working day immediately before the holiday.

For purposes of payroll, "base rate salary" is defined as the monthly base salary shown on the salary schedule for the specific position and does not include variable items, such as longevity, incentive pay, or overtime.

3.11 Salary Supplement

Employees hired on or before 6/30/86 shall receive a salary supplement of $388.24 payable with the first pay warrant in December. Employees hired after June 30, 1986, shall not receive the salary supplement.

3.12 Longevity

Only employees hired prior to July 1, 1990 shall be eligible and grandfathered at the rate of 1% of salary after seven years and an additional 2% for a total of 3% of salary after fourteen years.

3.13 High Voltage Electrical Rubber Gloving Certification*

As soon as administratively possible, but in no event more than sixty (60)-days after of approval of this agreement, the City shall have provided High Voltage Rubber Glove Certification training for all classifications within the IBEW 1245 Electric bargaining unit.

Upon completion of High Voltage Rubber Glove Certification training, Electric employees shall receive Rubber Glove Certificate pay equivalent to six (6%) percent of base salary effective the first full pay period following the certification date for the High Voltage Rubber Glove incentive. (Local 1245 to provide a draft of the City of Ukiah High Voltage Rubber Gloving Manual.) Any employee, including current employees in the named voluntary classifications and new hires, shall receive the six (6%) effective the first full pay period following the certification date.

*Non-electrical-worker classifications of Electrical Engineering Technician I-III and Electrical Utility Technician I-II, which do not perform work in proximity to high voltage electrical conductors, or equipment, shall be certified as Qualified Rubber Glove Observers, qualifying them as Qualified Electrical Workers in order to qualify for the six (6%) High Voltage Electrical Rubber Glove pay.

The City shall provide any necessary High Voltage Rubber Glove refresher training for all employees, and High Voltage Rubber Gloving Certification Training for future hire IBEW Bargaining Unit employees. All employees hired after April 2, 2014 (MOU Adoption Date) shall be required to obtain Rubber Glove Certification within 60 days following their date of hire, subject to the City providing said training within that timeframe.

The exception to mandatory Rubber Glove Certification is as follows: Employees in the classifications of Electric Engineering Technician and Electrical Utility Technician shall have the individual choice whether or not to obtain the Rubber Glove Certification. If a new employee is hired and has the Rubber Glove Certification as of their date of hire, they shall receive the 6% certificate pay effective on their date of hire.

All class specifications shall be amended to reflect the Rubber Glove Certification requirement, with the exception of the two classifications noted above that will be amended to note the individual employee choice.

IV. CAREER STEP PROGRAM

The "Career Step Program" that the City has offered to other bargaining units is extended to members of the Electric Unit.

The City of Ukiah values its long-term employees and desires to reward continued exemplary performance for employees beyond their achievement of E Step in their individual job classification. The Career Step Program is designed to provide a monetary incentive and motivation for continued good performance and high achievement throughout an employee's career with the City.

4.1 Eligibility

Regular, full-time employees who have completed 7 years of service with the City of Ukiah and have attained E Step with "3" (meets expectations) or above rating on their most current annual performance evaluations are eligible to apply for the first career step increase.

4.2 Provisions

1. a. Employees who have completed 7 years of service will be eligible to apply on their performance evaluation date for a career step increase of 1%, if their performance evaluation is "3" (Satisfactory) or above.

b. Employees who have completed 14 years of service will be eligible to apply on their performance evaluation date for a career step increase of 2% (for a total of 3%), if their performance evaluation is "4" (very competent) or above.

c. Employees who have completed 21 years of service will be eligible to apply on their performance evaluation date for a career step increase of 2% (for a total of 5%), if their performance evaluation is "4" (very competent) or above rating.

2. Employees may request a pre-evaluation meeting with their Supervisor up to 6 months before their annual evaluation date for the purpose of discussing the employee's current job performance, goals set during the last evaluation period, and any areas potentially in need of improvement. This meeting will provide the employee and the Supervisor an opportunity to discuss performance issues and address solutions prior to the annual evaluation.

3. Employees who have applied for a career step increase and are denied due to their performance level will be given specific standards of performance to achieve. They may then re-apply on their performance evaluation date the following year for their career step.

4. After receiving a career step increase, if any performance evaluation falls below the minimum performance rating required for that level, the last percentage increase will be lost. Example: If an employee has received their additional 2% at the end of 14 years of service, and falls below the "4" (very competent) level in their next performance evaluation, they will only lose the last percentage received, or 2% in this case. If

lost, the employee will be given standards of performance to achieve and may re-apply within six months to reinstate that career step level.

5. An employee may appeal the denial of their career step application or the loss of the current career step payment to the City Manager. The City Manager will meet with the employee and the Supervisor in order to make a final determination on the appeal.

6. Employees cannot receive both longevity and career step pay. Any employee eligible for longevity will be required to make a determination as to which program they prefer and sign a PAF to that effect.

V. HEALTH & WELFARE BENEFITS

5.1 All regular full-time employees are eligible to be enrolled in the following insurance programs.

Major Medical
Dental
Life Insurance
Vision Care
Prescription Drug Plan

Effective date of coverage depends on the health plan you choose. During certain designated months, you may change from one plan to another. At retirement, employees with ten (10) or more years of service with the City may continue health coverage by pre-paying the monthly premium to the City payroll office, in order to comply with REMIF retirement insurance eligibility requirements, standardized for all REMIF cities. Employees nearing retirement should check their individual health plan for years of enrollment in the plan prior to retirement requirements. If you have a change in family status, such as the birth of a child, you must enroll your new dependent within 30 days. Contact the Personnel Department immediately for any change in family status.

The plan specifics and carriers will change from time to time. If you have any questions regarding insurance, please contact the Human Resources Department.

Workers Compensation Insurance is provided to all employees, regardless of status, immediately upon hire.

Effective upon ratification of this Agreement, and for all incumbent employees electing to do so, the City will pay 85% of the REMIF EPO 500, PPO 500, and HSA medical plans, including dental and vision plans. For employees electing the REMIF EPO 250 plan, the City will pay equivalent to the 85% portion paid for the EPO 500 plan.

After July 1, 2018, Unit members not currently enrolled in the City's health may enroll in the City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. Once enrolled in the plan, Unit members will no longer be eligible for the Section VI flex plan.

Upon ratification of this agreement, all new hires will only be eligible for the 85% contribution plan as described above, based on actual enrollments, and will not be eligible of the flex plan.

For incumbent employees electing to do so, the City will continue to pay up to $1,283.82 per month towards each Unit member's health insurance premiums, as agreed to in the 2015-2018 Agreement, based upon actual enrollments, in lieu of the Section VI "flex dollars" . For incumbent employees electing "employee only"

coverage, the City will continue to pay the employee-only premiums plus $200.00 a month, not to exceed the $1,283.82. Current employees not electing this contribution will remain on the existing flex plan.

Those employees who choose not to have City health coverage must show proof of health coverage under another plan. An employee who is covered under a non-City health plan can only enter a City plan upon a qualifying event approved by the health plan, or during open enrollment period of the health plan.

5.2 Health Plan Advisory Committee for Health, Vision & Dental Benefits/Contributions

The City will establish a Health Plan Advisory Committee to review and provide input relative to proposed health and dental plans for employees. This Committee will consist of one representative from each of the City's bargaining units.

During the term of the Agreement, by mutual consent, the City and Local 1245 may agree to meet and discuss, in good faith, health and welfare plans (including dental and vision), covering topics such as plan costs, plan options and the potential standardization of such plans for existing and new employees, if applicable.

Should the City Manager, during the term of this agreement, convene the Health Benefit Advisory Committee, Local 1245 shall send two members and Union staff to participate provided 1) this process does not fulfill the requirement to bargain; 2) the committee may make either consensus recommendations, alternative minority recommendations, or no recommendations; 3) all bargaining units are invited to participate.

5.3 Section 125 Cafeteria Plan

Effective March 1, 1998, the City of Ukiah implemented a Section 125 Plan, also known as a Cafeteria Plan, which may provide tax savings for employees through pre-tax premium payments and flexible spending accounts as allowed by IRS regulations. All full-time employees are eligible to participate in the Cafeteria Plan and may enroll in any of the following options:

1. Pre-tax insurance premium payments
2. Flexible Spending Account for unreimbursed medical costs
3. Flexible Spending Account for dependent care costs
4. Pre-tax premium payments for miscellaneous insurance plans offered by the Cafeteria Plan Administrator

The plan year for the Cafeteria Plan is July 1 through June 30 of each year. An open enrollment period will occur each year in the month of January, at which time employees may elect or change any of the above options. If there is a change in family status, you have 30 days in which to make a revision to your plan. For further information on the Cafeteria Plan or reimbursement procedures for the Flexible Spending Accounts, please contact the Personnel Department.

Those employees who choose not to have City health coverage must show proof of health coverage on another Plan. An employee who is covered under a non-City health plan cannot enter a City plan unless they have a qualifying event approved by the insurance carrier, or until the next regular open enrollment period of the health plan.

5.4 REMIF Life Insurance

The City will pay the employee's portion of the REMIF $10,000 Life Insurance policy.

5.5 Long-Term Disability

A Long-Term Disability Plan is available to all full-time employees and is paid by the employee. Participation will be voluntary and automatic payroll deductions will be available for those that join the plan.

5.6 Employee Assistance Program (EAP)

All full-time employees and their eligible dependents are covered under the City's Employee Assistance Program (EAP). The program offers a variety of benefits, such as marital and family counseling, financial planning, drug and alcohol abuse counseling, and much more at no cost to the employee. Contact the Personnel Department for more information.

5.7 Post-Retirement Medical Benefit Study

When the City of Ukiah completes the post-retirement medical benefits study for the Department Head Unit, a copy of the study shall be provided to IBEW 1245/Electrical Unit.

VI. FLEX PLAN

6.1 For incumbent employees as described in Section 5.1 (added 01/2016), the City provides the employees with a Flex Plan System as follows:

a. Effective January 1, 2011, flex dollars will be converted from the 11.5% of base salary plus $100.00 per month to a dollar amount, and capped at that amount, to arrive at a flat monthly rate flex dollar amount for existing employees, with a minimum of $750.00 per month. New employees will receive $750.00 per month flex dollars.

Insurance premiums will be deducted from Flex Plan dollars. Any Flex Plan dollars not used for insurance premiums will automatically be included in the employee's paycheck.

Each employee will be given an Electric Unit Flex Plan form showing their total dollars available for the Flex Plan and their insurance costs whenever there is a change.

Employees hired after ratification of the 2015-2018 Memorandum of Understanding are not eligible to receive flex dollars, but will receive a monthly health contribution as provided for in Section 5.1.

6.2 The City contribution to the Flex Plan System shall be investigated to determine if such contribution is subject to PERS. If PERS determines the amount taken as cash or portion thereof is PERS-able, then the City shall report the cash portion as "PERS-able" compensation.

VII. PUBLIC EMPLOYEES RETIREMENT SYSTEM

7.1 Pension Reform Act of 2013 (PEPRA)

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement Law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

The Electric Unit and the City agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 Electric Unit employees defined by PEPRA as "*new members*" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2%@ 62, which is currently 6.75% of reportable compensation, with a three-year final compensation period. "*Classic members*" (employees hired prior to January 1, 2013) will retain the 2.7% @ 55 Miscellaneous PERS formula, 8% member contribution (EPMC), with a one-year final compensation period.

The PEPRA defines a" *new member*" as : a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b.) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system; c.) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

VIII. MEALS

8.1 The City will provide meals for employees as described below. All meals earned will be paid/reimbursed at $16.00 per meal. Meals earned and not taken will result in a missed meal payment of thirty minutes pay at the appropriate overtime rate plus $16.00.

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 (1-1/2) 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.

8.2 Store Stops

Employees may make store stops, at the nearest convenient store, during their breaks for the purchase of refreshments, snacks, and medicine during their normal and overtime work hours upon express consent of their immediate supervisor. Loitering or consumption of the purchased items on the premises is not permitted, and employees are responsible, along with their supervisors, for policing this policy. Continued abuse will be reported to the supervisor; an employee with more than two violations may lose the store stop privilege for six months, along with additional disciplinary action for continued violations. Failure to properly control this privilege may result in the withdrawal of this policy to all employees in this Unit.

IX. EDUCATIONAL REIMBURSEMENT

9.1 Training may be developed for employees by the Department Head or Personnel Department. Training may include on-site programs, formal correspondence courses, adult education classes, outside college courses, etc.

If you participate in and successfully complete special formalized courses, you will have the accomplishment noted in your personnel file.

If you plan to take a college class or special course which is not required by the City but would enhance your knowledge and ability on the job and is directly related to your position with the City, you may request in advance of the class, reimbursement for the costs of tuition, travel, and book expenses. In order to receive reimbursement, you must submit your expense receipts, and show proof of a passing grade of "C" or better for the class. Contact your supervisor for more information and the "Pre-Approval for Course Reimbursement" forms.

X. TRAVEL REIMBURSEMENT

The City will reimburse reasonable expenses incurred by you in performance of your job, in accordance with the City Travel & Expense Administrative Policy. Contact your supervisor if you incur, or anticipate incurring, any work related expenses. Travel expense forms must be returned to the Finance Department within a month of the trip or the advanced amount will be taken out of your paycheck until the form is returned and reconciled.

The City will not reimburse for traffic citations, including parking tickets that are received by employees; nor may any private automobile receive gasoline, oil or service from City facilities.

XI. HOLIDAYS

Employees are provided with the following paid holidays:

DATE	HOLIDAY
December 31	New Year's Eve
January 1	New Year's Day
3rd Monday, January	Martin Luther King Birthday
3rd Monday, February	Washington's Day
Last Monday, May	Memorial Day
July 4	Independence Day
1st Monday, September	Labor Day
2nd Monday, October	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
Added to vacation accrual each fiscal year	8 hours floating holiday credit

The 8-hour floating holiday credit is added to each employee's vacation accrual in the beginning of the fiscal

year 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. Admission's Day Holiday (September 9) shall be eliminated as a recognized City holiday beginning in 2012 in exchange for full-day (8.00) holidays on Christmas Eve and New Year's Eve.

XII. VACATION SCHEDULE

12.1 Vacation is earned and accrued hourly each pay period according to the following schedule:

Years	Hourly Factor	Maximum Accrual
0 – 3 years	4.0 hours/pay period	224.0 hours
4 – 8 years	4.7 hours/pay period	260.4 hours
9 – 15 years	6.2 hours/pay period	338.4 hours
16 – 19 years	6.8 hours/pay period	369.6 hours
20 years plus *	8.0 hours/pay period	432.0 hours

Effective upon adoption of the 2012-2013 Memorandum of Understanding, employees with 20 or more years of service will begin accruing vacation at 8.0 hours per pay period.

12.2 Personal Leave

The City grants twenty-four (24) hours of personal leave annually. These hours are for purposes such as emergencies, family illness, or other personal situations. These hours are credited in full on July 1 of each year They are non-accumulative and, if not used within the year, will be deleted from the employee's paid leave time on the following June 30th.

Approval of each request for use of Personal Leave depends on the departmental workload and scheduling restraints. Personal Leave may be used during an employee's introductory period.

12.3 Vacation Cash Out

Employees who reach their maximum vacation accrual may cash out one (1) week (40 hours) vacation, limited to one (1) time per fiscal year. This may be requested within two pay periods to the employee reaching their vacation accrual maximum.

XIII. SICK LEAVE

Sick leave benefits are to be used for medical and dental appointments and absences due to mental or physical illness, or personal injury only. These benefits are not to be used for any other purpose. Every regular, full time employee will accrue one sick day for each month of service.

Sick leave usage is computed in one-half hour increments. On half-hour increments shall be computed by rounding to zero for less than 15 minutes and rounding to one-half hour for 15 minutes or more. During or after an absence due to illness, you may be required to furnish a doctor's written statement indicating the nature of your illness and your expected recovery time. If you have been ill for longer than five (5) consecutive days or suffered an acute injury, you may be asked to obtain a doctor's release before returning to work.

When all sick leave benefits have been used, you may use your accrued vacation benefits. If you have used both the sick and vacation accrual, you may submit a request to the City Manager for up to a thirty day unpaid leave of absence in special consideration for extended serious illness or injury. (Also refer to Section 4.05.5, Family and Medical Leave Act, which may also apply.) Sick leave benefits will not be accumulated during unpaid leaves of absence.

13.2 Family Sick Leave

Effective with new California State law on January 1, 2000, full-time employees may use up to six (6) of their accrued sick leave days per calendar year to attend to an illness of a **child** (biological, foster, adopted, stepchild, legal ward or a child of a person standing in loco parentis), **parent** (biological, foster, adoptive, stepparent, or legal guardian) or **spouse**.

There is no maximum on the accumulation of unused sick leave. Upon retirement from City service, your unused sick leave will be converted to additional service credits at the rate of .004 years of service credit for each day of unused sick leave.

If you are going to be absent, you must notify your supervisor as soon as possible of your inability to work, normally no later than the start of your shift. Sick leave is a privilege. Violations or abuse will result in disciplinary action.

XIV. LEAVES OF ABSENCE

14.1 Jury Duty

If you are called to serve on a jury for 15 days (three weeks) or less, or are compelled to appear by legal process as a witness for the City in court, you will receive your base pay. You are required to furnish your Department Head with a copy of your official notice and to let us know the expected duration of your absence. If you are released from jury duty before the end of your working shift, you are expected to return to work for the remainder of the day. Court Payment Checks for jury duty, excluding travel expenses, must be turned in to the City cashiers in order to be eligible for this paid leave. You need to inform the Judge of the City's 15-day paid leave policy so that you will not be appointed to trials of longer duration.

14.2 Bereavement Leave

Employees who lose an immediate family member are allowed three days paid bereavement leave. An additional two days may be granted for travel exceeding 350 miles one way. Refer to Unit Sections for specific details. Immediate family is defined as father, mother, grandfather, grandmother, or grandchild of the employee or the employee's spouse, and the spouse, son, stepson, foster-son, son-in-law, daughter, stepdaughter, foster-daughter, daughter-in-law, brother or sister of the employee, or any immediate relative living in the immediate household of the employee or employee's spouse.

14.3 Unpaid Leave of Absence

You may request an unpaid leave of absence for periods of up to thirty days. Any unpaid leave may be granted with approval of the City Manager. In deciding whether to grant the request the City Manager may consider the reason for the leave (ex: extend pregnancy leave beyond disability; extended illness due to injury where accumulated sick and vacation leave, CTO, and any other accrued paid leave have been used), the department's workload, and the availability of qualified staff to handle the workload.

If you are seeking an unpaid leave, you must submit a written request to your supervisor, stating the reason for and duration of the leave. Sick or vacation accrual, retirement, uniform allowance, medical coverage or related benefits are not paid or credited while an employee is on unpaid leave of absence. You will begin to receive these benefits again when you return to work. You may keep your medical insurance in effect by pre-paying the full monthly premium.

An employee who takes a personal leave of 30 days or less will be returned to his/her present position or to a substantially similar position. If no position is available due to staff reduction, the employee will be placed on layoff. Employees who do not report to work on the next working day, without prior authorization of the City, may be administratively terminated upon expiration of the leave.

14.4 Disability Leave

Employees may join the City's Long-Term Disability Plan to help cover financial needs during a non-work related injury disability period. Monthly premiums will be at the employee's expense and will be paid through automatic payroll deductions.

Employees requesting a disability leave of absence must fill out City request forms and provide a written statement from a physician that briefly states the need for the leave and the expected duration of the absence. This paperwork should be provided at least four weeks prior to the effective date of the leave. During the leave of absence, employees must notify the City of any changes in the duration of leave or the estimated date of return. Within 5 days of the end of the disability, you must notify Personnel that you are available to return to work and submit a doctor's release to return to work.

Accrued sick and vacation time may be taken to provide income during a disability leave of absence. You may keep your health insurance in effect during the disability (over 30 days) by pre-paying the full premium to Payroll by the first of the month.

14.5 Pregnancy Leave

A leave of absence without pay for a disability due to pregnancy may be requested for the duration of the disability, up to a maximum of four months upon a doctor's written statement. Accrued sick and vacation time may be taken to provide income during a pregnancy leave of absence. The City will pay the monthly health insurance premium for the four months with a doctor's statement. Upon returning to work, the employee will be placed in her original position or to a substantially similar position. If no position is available due to staff reductions, the employee will be placed on layoff.

14.6 Family & Medical Leave Act (FMLA)

Under the Family and Medical Leave Act and the California Family Rights Act, "eligible" employees may request an unpaid, job-protected leave of absence for periods of up to 12 weeks in a 12-month period for any of the following reasons:

a. To care for the employee's child after birth, or placement for adoption or foster care;
b. To care for the employee's spouse, son, daughter, or parent, who has a serious health condition; and
c. For a serious health condition that makes the employee unable to perform the employee's job.

The City and Local 1245 agree to comply with the FMLA and CFRA Act, as per policy in Section 4.06.5 of the City of Ukiah Employee Manual.

14.7 Military Leave

If you are a member of the Armed Forces National Guard or Military Reserve, you will be allowed time off without pay for 180 days for temporary active military duty or training in accordance with the California Military and Veterans Code. After one year of service with the City, you are allowed thirty days paid leave for these purposes. If called upon in a declared emergency, members of the National Guard will be given paid leave for up to 30 calendar days, regardless of length of service with the City. If you receive orders to report for military duty, provide a copy of your orders to your supervisor.

The City and Local 1245 agree to comply with the provisions of the California Military and Veterans Code.

XV. WORKER'S COMPENSATION

Employees who suffer an injury or illness due to work are generally covered under Workers Compensation Insurance. If you are injured or become ill due to work-related causes, you must notify your supervisor immediately. You will be given a form to complete and, if necessary, referred to the Ukiah Valley Medical Center (unless you have a note previously placed in your Personnel file, stating the name, address and phone number of your physician of choice). Covered doctor bills and hospital expense are paid directly by the City's Workers Compensation Carrier.

After three consecutive days off, Workers Comp pays 66% of your pay up to a maximum determined by state law. If you are hospitalized, or if you are disabled for longer than 14 days, the three-day waiting period is waived. Accumulated sick leave will be used for the first three days off and, upon its exhaustion; vacation leave may be combined with workers comp pay up to a maximum of your regular pay. If an employee chooses not to supplement his/her workers compensation pay with available leave credits, he/she must notify Payroll with a Personnel Action Form (PAF) within 15 calendar days from the time the injury was reported.

XVI. SAFETY

City will comply with all applicable Title 8, SB198, Cal-OSHA, and Federal OSHA Safety rules.

16.1 Inclement Weather Gear

The City will provide rain and protective gear for all employees required to work outside in inclement weather, to include hat, coat, pants and boots.

16.2 Attire

Employees shall be required to wear appropriate long sleeve shirts when directed to do so by their Supervisor. The shirts shall be provided by the City. The Electrical Sub-Supervisor may make determinations concerning the wearing of long sleeve shirts provided his/her determination is made in conformance with the Department's written policy.

XVII. DISCIPLINE

17.1 Refer to City of Ukiah Employee Manual, Addendum E, for Disciplinary Policy.

17.2 Grievance Procedure

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the City as set forth in City policies or undertaken through separate legal processes. Matters for which a specific method of review is provided by law, by the rules and regulations of the City Council or by the administrative regulations and procedures of the City are not within the scope of this procedure.

a. Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

b. Formal Level:

Level 1:	Supervisor
Level 2:	Department Head
Level 3:	Personnel Officer
Level 4:	City Manager

Please refer to Grievance Procedure in Addendum B of the City of Ukiah Employee Manual for details and timelines associated with Grievance Procedure.

XVIII. PROBATIONARY PERIOD

There is an introductory period of six months for new appointments and promotions, except for Police and Fire Unit personnel who have a twelve-month introductory period. During this period you and the City can evaluate each other to determine if employment should continue. This introductory employment period is used to closely observe your work. It may be extended by your Department Head for up to six months if your performance warrants it. You may be terminated during the introductory period any time without approval of the Civil Service Board, without cause, and without the right of appeal.

A promoted employee has the right to be reassigned to his/her original position during the introductory period.

Within four weeks of the conclusion of this introductory period you will, and at any time during the introductory period, you may receive a performance evaluation. These evaluations will give you and your supervisor or manager an opportunity to assess your performance to date, evaluate your on-the-job skills, and determine your ongoing relationship with the City.

Regardless of classification status or length of service, you are expected to meet and maintain City standards for job performance and behavior throughout your employment with the City.

XIX. JOB VACANCIES

Vacancies in the classified service are generally filled by re-employment, transfer, demotion, promotional list, or from eligible applicants, certified by the Personnel Director, from an appropriate eligibility list. In the absence of a sufficient number of qualified eligible persons for appointment in these ways, or if a job requires special skills or expertise, the Personnel Director will obtain applications for the position and conduct appropriate examinations to establish a list of persons with eligible qualifications for appointment.

Reasonable prior notice of all tests for positions in the classified service shall be published by posting

announcements in City Hall and, in the case of non-promotional recruitment, by a "want ad" in a local newspaper. Announcements shall consist of the applicable job description with other pertinent information such as the deadline date for receiving applications and ADA requirements.

Applications may be rejected for failure to meet the minimum job requirements for experience and/or education. The most qualified applicants will be tested by verbal, written, practical demonstration, or any other testing technique, or combination of testing techniques, which would establish a relative ability of the applicant to perform the duties of the position. Failure in one part of the test may be grounds for declaring such applicants as failing in the entire test or as disqualified for subsequent parts of a test. Any candidate who has taken and failed the exam twice within a three-year period shall be ineligible to take the test for a period of two years from the date he/she last took the test.

Any applicant has the right to inspect his/her own test results depending on the testing procedure. An error in grading or rating, if called to the attention of the Personnel Director within one month after posting the employment lists resulting from the examination, will be corrected. However, correction will not invalidate certification or appointments made before the error was brought to the attention of the Personnel Director. As soon as possible after the conclusion of the tests, the Personnel Director will prepare and keep available an employment list consisting of the names of persons successfully passing the tests. Whenever identical grades exist, they will receive the same ranking order on the list.

Eligible and promotional lists will become effective upon the approval by the City Manager and the lists will remain in effect for six months. Eligible lists may be extended by the City Manager for additional six-month periods but, in no event, will these lists remain in effect for more than eighteen months. At any time after an eligible list has been used, and if the remaining names have been passed over previously for valid reasons, the City Manager may cancel the entire list and order another examination when an eligible list is requested.

Whenever a Department Head wishes to fill a vacancy, he/she will consult with the Personnel Director, to determine if the position will be filled through a closed promotional, from existing City employees, or by open recruitment. If sufficient applications are not received from qualified applicants to conduct a closed promotional examination, the vacancy may be advertised as an open recruitment vacancy. In the case of an open recruitment vacancy, the Department Head may initially interview up to the top five eligible on the list. If unable to appoint from the top five, the Department Head may continue to interview from the list according to ranking.

If a promotional applicant is in the top five on an open recruitment eligible list and is, in the opinion of the Department Head, at least as capable of performing the job duties as the non-promotional applicants, then the Department Head may give preference in selection to the promotional candidate.

XX. DEMOTION AND LAYOFF

Certain budgetary conditions and the efficient operation of the City may require that we reorganize, reduce staffing or eliminate positions. Although the City hopes to avoid layoffs, this isn't always possible.

If a reduction of personnel becomes necessary, the City Manager will prepare a written analysis of the reduction necessary and submit it to the City Council.

The first employees in a department to be laid off will be temporary and part-time employees; resulting vacancies will be offered to qualified, regular, full time employees.

Reorganization may also require demotions, in which case employees in higher classifications who have more seniority than employees in lower classifications within the same division may replace these employees. If you are demoted as a result of a re-organization, you will not lose eligibility to go back to your original position with all prior employment status, accrued benefits, and tenure rights if you are capable to perform the duties and if a vacancy occurs for that position within five years of the demotion.

If a layoff of some but not all employees in a position occurs, the City will normally retain some employees and lay off others on the basis of length of service with the City. Length of service is calculated from the employees' date of hire as a full time regular employee within the Department affected and does not include any unpaid leave time of any kind. Promoted employees with up to five years of service in their new position may have bumping rights in their previous position. Refer to the Civil Service Ordinance (attached) for more details.

After a layoff, you will have the right to be rehired with prior employment status in your previous position if a vacancy occurs within a period of two years from the termination date.

XXI. MANAGEMENT RIGHTS

21.1 In order to ensure that the City shall continue to carry out its public service functions, programs and responsibilities to the public imposed by law, and to maintain efficient public service for the citizens of Ukiah, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the city's Civil Service Ordinance. No portion of this City Management Rights Section shall be construed to obligate the city in any way. In the exercising of its rights, the City shall not require an employee to perform an act or acts contrary to law. The rights, powers and authorities of the City include, but are not limited to, the following:

1. To manage the departments and determine mission, policies and procedures and the right to manage the affairs of the departments.
2. To take into consideration the existence or non-existence of facts, which are the bases of the management decision in compliance with State law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish City services.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons or otherwise take action in accordance with department, City Personnel policies and/or Civil Service Rules and Regulations.
5. To determine the nature, manner, means, extent, type, time, quantity, quality, standard and level of City services to be provided to the public.
6. To require performance of other public services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the represented departments because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
8. To determine and/or change the facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which City operations are to be conducted.
9. To determine method of financing.
10. To plan, determine and manage department budgets, which include, but are not limited to, the right to contract or subcontract any work or operations of the represented departments.
11. To communicate fully and openly with its employees on any subject at any time orally, in writing, both

at work or through the U.S. Mail.

12. To determine the size and composition of the City work force, assign work to employees of the City in accordance with requirements determined by the departments and to establish and require compliance to work hours and work schedules, including call back, standby, overtime and assignments.
13. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
14. To determine qualification, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Civil Service Rules and Regulations and City Personnel Policies.
15. To determine the issue of public policy and the overall goals and objectives of the represented departments and to take necessary action to achieve the goals and objectives of the represented departments.
16. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with City Personnel Policy.
17. To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
18. To evaluate and maintain order and efficiency in City facilities and operation.
19. To restrict the activity of an employee organization on City facilities and on City time.
20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
21. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

21.2 Impact of Management Rights

Where required by law the City agrees prior to implementation to meet and confer or consult with Local 1245 over the impact of the exercise of a management right upon the wages, hours, and terms and condition of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, Civil Service Rules and Regulations, or Departmental Rules and Regulations.

21.3 Authority of Third Party Neutral – Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in the Agreement, exclusive of a competent court having subject matter jurisdiction.

21.4 No Strike/Job Action Provision

1. Prohibited Conduct

The Unit, its officers, agents, representatives, and/or members when on duty, agree that they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by Union employees or by any other employees of the City

or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

2. Employee Termination

Any employee who participates in any conduct prohibited in Section 21.4.1 above shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether Local 1245 carries out in good faith its responsibilities set forth below.

3. Union Responsibilities

a. In the event that Local 1245, its officer, agents, representatives, and/or members engage in any of the conduct prohibited in 1. "Prohibited Conduct", above, Local 1245 shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in 21.4.1. "Prohibited Conduct" above, and return to work.

b. If Local 1245 performs all of the responsibilities in good faith set for the in 3a. above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of 1. "Prohibited Conduct" above.

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XXII. CONTINUATION

The City and Local 1245 of the International Brotherhood of Electric Workers 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.

XXIII. WAIVER AND FINALITY

The provisions set forth above are final, and no change or modification shall be offered, urged or otherwise presented by Local 1245 of the International Brotherhood of Electrical Workers prior to the term of this agreement.

XXIV. SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared by a Court of competent jurisdiction to be illegal or unenforceable that provision of this Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

XXV. TERM

The term of this Agreement is September 19, 2018 through September 18, 2021.

This Memorandum of Understanding is ratified and adopted on 10/3/2018, pursuant to the recommendations of the following representatives:

CITY OF UKIAH

Sage Sangiacomo, City Manager

International Brotherhood of Electrical Workers, LOCAL 1245

James Jeffers, Local 1245 of the IBEW
Employee Representative

Ben Keffeler, Local 1245 of the IBEW
Employee Representative

Janval Macor, Local 1245 of the IBEW
Business Representative

Tom Dalzell, Local 1245 of the IBEW
Business Manager

APPENDIX A

City of Ukiah Electric Unit Classifications:

Apprentice Line Attendant
Electrical Crew Foreman
Electric Engineering Technician I, II, III
Electrical Utility Technician I/II
Groundperson
Lineman/Linewoman

APPENDIX B

City of Ukiah
Electric Unit Salary Schedule
Effective September 23, 2018
4% COLA

Job Class Title	Grade	Monthly				
		Step 0	Step 1	Step 2	Step 3	Step 4
Groundman	5080	4,183.82	4,393.01	4,612.66	4,843.29	5,085.45
Electrical Engineering Technician I	5182	5,506.06	5,781.36	6,070.43	6,373.95	6,692.65
Apprentice Lineman	5282	5,540.46	5,817.48	6,108.35	6,413.77	6,734.46
Electrical Engineering Technician II	5085	6,331.97	6,648.57	6,981.00	7,330.05	7,696.55
Lineman Electrical Utility Technician I Electrical Engineering Technician III	5083 5183 5187	6,648.56	6,980.99	7,330.04	7,696.54	8,081.37
Electric Crew Foreman Electric Utility Technician II	5086 5186	7,313.42	7,679.09	8,063.04	8,466.19	8,889.50

Reportable Special Compensation	
Career Step Pay & Longevity Pay	1%-5% in addition to base
High Voltage Rubber Glove Incentive Pay	6% in addition to base

City of Ukiah
Electric Unit Salary Schedule
Effective September 22, 2019
3% COLA

Job Class Title	Grade	Monthly				
		Step 0	Step 1	Step 2	Step 3	Step 4
Groundman	5080	4,309.33	4,524.80	4,751.04	4,988.59	5,238.02
Electrical Engineering Technician I	5182	5,671.24	5,954.80	6,252.54	6,565.17	6,893.43
Apprentice Lineman	5282	5,706.67	5,992.00	6,291.60	6,606.18	6,936.49
Electrical Engineering Technician II	5085	6,521.93	6,848.03	7,190.43	7,549.95	7,927.45
Lineman Electrical Utility Technician I Electrical Engineering Technician III	5083 5183 5187	6,848.02	7,190.42	7,549.94	7,927.44	8,323.81
Electric Crew Foreman Electric Utility Technician II	5086 5186	7,532.82	7,909.46	8,304.93	8,720.18	9,156.19

Reportable Special Compensation	
Career Step Pay & Longevity Pay	1%-5% in addition to base
High Voltage Rubber Glove Incentive Pay	6% in addition to base

RESOLUTION NO. 2018-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND THE LOCAL 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, DEPARTMENT HEAD, MANAGEMENT, AND WATER UTILITIES/MECHANICS BARGAINING UNITS

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of the Local 1245 of the International Brotherhood and Electrical Workers, and the Department Head, Management, and Water Utilities/Mechanics Units; and

WHEREAS, Memoranda of Understanding for the term of September 19, 2018 through September 18, 2021 have been arrived at and agreed to by the parties; and

WHEREAS, said Memoranda of Understanding have been presented to the City Council for its consideration.

NOW, THEREFORE, BE IT RESOLVED that the Memoranda of Understanding are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these Agreements.

PASSED AND ADOPTED this 3rd day of October 2018, by the following roll call vote:

AYES: Councilmembers Brown, Scalmanini, Crane, Mulheren, and Mayor Doble
NOES: None
ABSENT: None
ABSTAIN: None

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk