

## MANAGEMENT UNIT CLASSIFICATION LIST

Accountant  
Airport Manager  
Assistant Utility Director  
Associate Planner  
Billing & Customer Service Manager  
Building Official  
City Clerk  
Community Services Administrator  
Cultural Arts/Museum Director  
Deputy Director of Public Works - Streets & Engineering Division  
Electrical Superintendent  
Facility Administrator  
Finance Controller  
Information Technology Administrator  
Management Analyst  
Parks/Golf Superintendent  
Planning Manager  
Plant & Fleet Maintenance Supervisor  
Procurement Manager  
Recreation Supervisor  
Senior Civil Engineer  
Senior Power Engineer  
Wastewater Treatment Plant Supervisor  
Water Treatment Plant Supervisor  
Water, Sewer & Street Maintenance Supervisor

## 6.03 MANAGEMENT UNIT

### Term

The Term of this Agreement begins on September 19, 2018, and continues for three (3) years, or September 18, 2021.

### Salary

**Year 1:** 4% increase to 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.

### Longevity Performance Program

An employee is eligible for Longevity Performance Pay if the following apply (2018-2021):

1. Employee has worked full time, including full time limited-term assignments exceeding one (1) year, for the City of Ukiah for a minimum of seven (7) years, and
2. Employee has received a satisfactory or above rating on his/her last annual performance evaluation.

Such employee will be eligible to receive a lump sum payment on their anniversary date each year in which he/she receives a satisfactory or above rating on his/her last annual performance evaluation according to the following schedule:

- a) Upon the 7<sup>th</sup> anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full time employee with the City of Ukiah will receive \$1,000.
- b) Upon the 12<sup>th</sup> anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full time employee with the City of Ukiah will receive \$2,500.
- c) Upon the 20<sup>th</sup> anniversary date of employment, and each year thereafter in which the employee receives a satisfactory or above performance evaluation rating, on their anniversary date, a full time employee with the City of Ukiah will receive \$3,500.

The lump sum payment will not adjust the salary range, and will not count toward the calculation of annual salary for the purpose of computing life insurance coverage or long-term disability (LTD) wages.

## **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 Management Unit and the City agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 Management Unit employees defined by PEPRA as "*new members*" shall pay 50% of the total normal cost for the new Miscellaneous 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; 3.) 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.

## **PERS Employee Member Contribution (2000-2002) MOU**

Employees in the Unit pay the full required PERS employee member contribution of 8%. Employer paid member contribution (EPMC) is in place with the City reporting the value of EPMC to CalPERS as additional compensation.

## **Health Insurance Contribution & Flex Dollars**

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

Effective upon the 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 for the EPO 500 plan (2018-2021).

After July 1, 2019, 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 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 for 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 receiving flex dollars from the previous agreement. 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.

In exchange for the new health benefit, existing members who are currently on the flex plan, agree to decrease their Management Incentive Pay from 120 hours per fiscal year, to reflect industry standard and achieve savings in PERS liability (Refer to "Management Incentive Pay/Executive Leave" section). Once existing employees make the election to convert from flex dollars to the monthly health contribution, flex dollars will no longer be available to them.

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.

**Section 125 Plan (Cafeteria Plan)**

Effective March 1, 1998, a Cafeteria Plan is available for pre-tax benefits at the option of the employee. (97-98; 97-99)

**Long-Term Disability**

A Long-Term Disability Plan is available. Participation will be voluntary and automatic payroll deductions will be available for those that join the plan.\* (Addendum 10/93) This plan is offered to employees in lieu of State Disability Insurance (SDI), which the City does not contribute to.

\* Employees who do not enroll in this voluntary plan within 30 days of their hire date may elect to enroll at a later date, but will be subject to medical underwriting review in accordance with insurance company policy.

**Retiree Insurance**

An employee retiring with ten or more years of City of Ukiah service may purchase at his/her own expense, City group insurance if offered by the carrier and subject to the carrier's requirements (84-85; City Council 02/16/00); 7/1/14 REMIF). Premium payments must be made to the City of Ukiah no later than the 15th of the month preceding the month of coverage, or the City may terminate coverage. For example, the premium is due by June 15 for July coverage.

**Holidays**

Employees are provided with the following paid holidays (Memo 7/1/90):

<u>DATE</u>	<u>HOLIDAY</u>
December 31	New Year's Eve
January 1	New Year's Day
3rd Monday, January	Martin Luther King Birthday
3rd Monday, February	President'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-hours floating holiday credit is added to each employee’s vacation accrual in the beginning of the fiscal year of each year (addendum 2015-18).

Upon pre-approval by their Department Head, any Management Unit member who works on Columbus Day holiday in order to accomplish work that is necessary to the Department, may exchange that holiday for another day in the week. (94-95)

**Vacation Schedule**

Vacation is earned and accrued hourly each pay period according to the following schedule (2004-05):

<b>Years of Service</b>	<b>Hours Earned Per Pay Period</b>	<b>Maximum Accrual</b>
0 – 8	6.2 Hours	338.4 Hours
9 – 15	7.7 Hours	416.4 Hours
15 +	8.4 Hours	452.8 Hours

**Vacation Cash-Out**

Management Unit members may cash out up to two (2) weeks of vacation when they are within two pay periods of reaching their maximum vacation accrual, limited to two (2) times per fiscal year. (2003-2004)

**Management Incentive Pay/Executive Leave**

The City provides 15 days of Management Incentive Pay per fiscal year to Management Unit personnel (2003-04) on July 1, on a non-accruing basis. Management Incentive Pay can be taken as cash payment at straight time only. New and promotional employees shall be granted pro-rated Management Incentive Pay beginning the first full pay period following date of hire. (Memo 5/18/90; 92-94; 94-95; Addendum 95-96; 95-96; 6/20/06 Memo)

Effective upon adoption of the 2015-2018 MOU, all new hires will receive 80 hours/fiscal year of “Executive Leave” hours, in lieu of Management Incentive Pay. These hours may be taken as leave or cashed out, and are not PERS reportable special compensation.

Existing employees will continue to be eligible for Management Incentive Pay of 120 hours/fiscal year, which will be reported to Cal-PERS as special compensation. Existing employees who elect to convert from receiving “flex dollars” to a monthly health contribution will no longer receive Management Incentive Pay (Refer to “Health Insurance Contribution” Section.) Upon election of the monthly health contribution they will receive 80 hours/fiscal year of “Executive Leave”, which may be taken as time off or cashed out. These hours are not PERS-reportable compensation. This is a one-time election that may not be reversed by Unit members.

Unit members electing to convert from flex dollars to monthly health contribution, who have previously cashed out their Management Incentive Pay for fiscal year 2015-16 will implement the decrease in hours from

120 to 80/hours per fiscal year and conversion to non-PERS reportable "Executive Leave" effective July 1, 2016.

### **Bereavement Leave**

An employee is entitled to three days bereavement leave for the death of any member of his/her immediate family. An additional two days may be granted for travel exceeding 350 miles one way (84-85, 91) [Refer to Bereavement Leave Policy, Section 4.06.3 for definition of immediate family.]

### **Working Out of Class**

No additional payment is made to a management employee assigned to work out of classification unless the assignment amounts to five or more consecutive work days. For assignments of five or more consecutive days, the City pays 5% or Step A, whichever is greater, retroactive to the first day of the assignment. (84-85) Unit members working out of class for a continuous period of one month (30 calendar days) or longer will be paid holidays and sick leave of one week or less at the out of class differential rate after the 30th day. (98-2000)

### **Excess Hours Worked**

Under existing City policy, Management Unit employees may accrue time off when they work over 50 hours per week (Excess Hours) which can be used hour for hour as time off. In an effort to ensure that the calculation of excess hours for Management Unit employees is consistent among all departments, the term per week shall be defined as any consecutive seven-day period, and not as the standard pay week.

The City Manager and/or Department Head must approve any excess hours claimed and any corresponding time taken. Hours must be entered on the City form entitled, Record of Management Employee Excess Hours and must be initialed by both the employee and the Department Head.

Any excess hours which are taken as time off must be placed on a Personnel Action Form (PAF) and approved by the Department Head and/or City Manager, with a copy of the corresponding excess hours record attached.

Hours which are worked at the Management employees' discretion and not at the request or with the approval of the Department Head will not be counted as excess hours. All unused accumulated hours not used by June 30 of each year, or upon termination of employment, shall be forfeited. Nothing in this paragraph shall be construed as entitling any Unit member to additional salary or other cash payments for hours accrued or forfeited under this paragraph. (96-97)

### **Service Credit**

New employees will receive credit of up to 50% for prior comparable government entity service toward vacation accrual. The applicable service experience will be determined by the City Manager. (Synopsis 1/89)

### **Military Service Credit as PERS Public Service**

PERS eligible employees may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to

the contribution for current and prior service that the employee and the City would have made with respect to that period of service. Interested employees should contact the Personnel Department or Cal-PERS for more information. (1998-2000)

### **Service Clubs**

Upon approval by the City Manager, service club expenses (ex: Kiwanis, Soroptimists) will be reimbursed. Each employee may receive reimbursement for only one service club, and only two members of each category (City Council, exempt employees, Department Heads, and Management/Supervisory personnel) may belong to any one club.

Reimbursement is limited to annual dues, fines, meals, and special assessments to specified maximums. (Policy Resolution #17)

### **Boot Allowance**

The City agrees to pay up to \$150 boot allowance, which will be reimbursed one-time per year upon submission of a receipt for appropriate classifications, in addition to the currently provided rain gear (2018-2021).

### **Educational Incentive**

City shall recognize the certification program for Water Division personnel developed by the State of California pursuant to Sections 4060 to 4095 of the California Health and Safety Code and described in Title 17, California Administrative Code part 1, Chapter 5, Subchapter 1. Upon the attainment of State of California water treatment, distribution, or wastewater certificates which are not a minimum requirement of the related classification, a 2 ½% salary increase over base pay shall be granted, and upon attainment of a second certification which is not a minimum requirement of the related classification, an additional 5% salary increase over base pay shall be granted, to a maximum of 7 ½%.

### **Maintenance of Management Unit Membership**

- a. Management Unit Association (“Association”) membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member on or after the date this agreement is ratified by the Association membership, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement.
- b. Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of the expressed expiration date of this agreement, as contained under “Term” of this Memorandum of Understanding. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.
- c. Upon return from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with Paragraph b. above.

d. Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Ukiah Management Unit shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section.

### **Memorandum of Understanding & Employee Handbook**

Once the Memorandum of Understanding has been ratified by the membership and approved by the City Council, the City shall be responsible for updating and distributing the Employee Handbook and Unit Section 6.03, Management. The City agrees to meet and confer with the Management Unit over any changes in the Employee Handbook that are within the scope of representation.

### **Employee Performance Evaluations**

The City and the Management Unit agree if a Management employee feels that a performance evaluation remains inaccurate after conferring with their Supervisor and Department Head, the employee may within thirty (30) calendar days of receipt of the final evaluation write a rebuttal and have the rebuttal attached to the performance evaluation. The rebuttal shall be directed solely to issue(s) stated in the evaluation.