2015 – 2018

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF UKIAH

AND THE

OPERATING ENGINEERS LOCAL NO.3

ADMINISTRATIVE & MAINTENANCE UNIT

(FORMERLY KNOWN AS "MISCELLANEOUS UNIT")

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1. PREAMBLE/RECOGNITION

This Memorandum of Understanding is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500, et. Seq.) and applicable ordinances and resolutions of the City of Ukiah between the City of Ukiah (hereinafter "City") and the **Miscellaneous Unit** (hereinafter "Unit"). As a result of meet and confer sessions, the City and Unit have agreed to the following understandings.

The City and the Union agree to change the designation of "Miscellaneous Unit" to **"Administrative & Maintenance Unit"**, effective upon approval of the 2015-18 Agreement.

Should a subject be covered in both the MOU and a City policy or regulation the Memorandum of Understanding shall prevail and all relevant portions of the subject in the City policy shall not be followed and shall not be applicable for any reason.

The City recognizes the Operating Engineers, Local Union No. 3, as the exclusive representative for the purpose of establishing wages, hours, and other terms and conditions of employment for full-time employees in the classified service in the classifications of positions set forth in Appendix "A", attached hereto and made a part hereof.

2. TERM

The term of this Agreement shall be three (3) years, effective September 19, 2015, through September 18, 2018.

3. SALARY

Year 1: Effective retroactive to the first full pay period following September 19, 2015, restoration of the 4-hour pay deduction each pay period, which was equivalent to the value of the 13 annual holidays granted to employees in this Unit.

Year 2: 2.5% increase to base salary effective the first full pay period following September 19, 2016, 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 2014/15. 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 2.5%. In no case shall this result in a decrease in compensation.

Year 3: 2.5% increase to base salary effective the first full pay period following September 19, 2017, 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 2014/15. 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 2.5%. In no case shall this result in a decrease in compensation.

4. COST SHARING AGREEMENT

For FY 2013-14 and FY2014-15, the Unit agreed to concessions 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 salary concession for this Unit on an annual basis is $230,140.

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:

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

  [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 as agreed to between the City and the Unit, subject to meet and confer, at the time the restoration is calculated.

- 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 1- 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

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

* Rounded for purpose of illustration

Year 1 – Example 2

$$\frac{\$14{,}876{,}000 - \$14{,}376{,}000 = \$500{,}000}{\$978{,}894} = .5108 \text{ or } 51.08\% \text{ of concession Restored } (\$88{,}167)$$

Year 2 – Example 1

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

Year 2 – Example 2

$$\frac{\$15{,}076{,}000 - \$14{,}376{,}000 = \$700{,}000}{\$978{,}894} = .7151 \text{ or } 71.51\% \ (\$164{,}573) \text{ of Concession Restored, which includes the } 51.08\% \text{ in the Year 1 Example}$$

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

5. GRIEVANCE PROCEDURE

There are both formal and informal levels for filing a grievance.

A. Definitions:

1. Grievance: 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 are 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.

2. Grievant: A "grievant" is an employee of the City covered by the terms of this Agreement.

3. Day: A "day" is any day in which City Hall of the City is open for business.

4. Immediate Supervisor: The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances.

5. Conferee: A "conferee" is a person who is not a party to a grievance, who is asked by either party to serve as that party's advisor or representative.

B. Informal Level:

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

C. Formal Level:

1. Level I:

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor. No grievance shall be entertained or processed unless it is submitted at level I within the fifteen (15) day time limit. If a grievance is not presented within the time limit set forth above it shall be considered waived.

This statement shall be a clear, concise statement of the grievance, the specific provision of the agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

Within the specified time limits, the grievant or the immediate supervisor may request a personal conference.

The immediate supervisor shall communicate his/her decisions to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

2. Level II:

In the event the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Department Head within ten (10) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Department Head shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Department Head may request a personal conference within the above time limits. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

3. Level III:

In the event the grievant is not satisfied with the decision at Level II, he/she must appeal the decision on the appropriate form to the Personnel Officer within ten (10) days.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Personnel Officer shall communicate a decision to the Grievant within ten (10) days. Either the grievant or the Personnel Officer may request a personal conference within the above time limits. If the Personnel Officer does not respond within the time limits, the grievant may appeal to the next level.

4. Level IV:

In the event the grievant is not satisfied with the decision at Level III, he/she must appeal the decision in writing within ten (10) days to the City Manager. The City Manager alone has the power to render a final and binding determination of a grievance, subject to right of established judicial review.

Any party to a grievance may, at any step in the formal level, request one other person to serve as a conferee and to be present during the proceeding.

a. A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

b. Time limits given in these procedures may be modified by written agreement of the parties involved.

c. If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

d. Any unit member may present grievances in accordance with this Article without intervention of the unit, so long as the adjustment is not inconsistent with the terms of this agreement.

e. All documents resulting from the processing of a grievance shall be kept in a separate grievance file and will not be kept in an employee's personnel file.

6. MANAGEMENT RIGHTS

A. Management Rights

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 licensing 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 basis 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 of 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 includes, but is 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.

B. Impact of Management Rights

Where required by law the City agrees prior to implementation to meet and confer or consult with the Union over the impact of the exercise of a management right upon the wages, hours, and terms and conditions 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.

C. 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 this Agreement, exclusive of a competent court having subject matter jurisdiction.

7. RETIREMENT

A. Pension Reform Act of 2013 (PEPRA)

The Public Employee's 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 Miscellaneous Unit and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013 Miscellaneous 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, 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 greater than six months.

B. PERS Employee Member Contribution

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

8. HEALTH & WELFARE CONTRIBUTIONS / FLEX PLAN

A. Health & Welfare Premiums

The City will pay up to $1,283.82 per month for each Unit member's health insurance premiums, based upon actual enrollments, in lieu of the current $621.60 health contribution and the 1.5% + $175.00/month flex dollars. For Unit members electing "employee-only" coverage, the City will pay the employee-only premiums plus $200.00/month, not to exceed the $1,283.82 maximum.

Those employees who choose not to participate in the City's health plans must show proof of health insurance on another plan. An employee who is covered under a non-City health plan cannot enter the REMIF plan until the annual open enrollment period, or upon a qualifying event.

B. Retiree Medical Insurance Requirements

The minimum years of City service required to continue participation in the City's medical, dental and/or vision insurance plans upon retirement will be increased from 7 years to 10 years, effective 7-1-2014, in order to comply with REMIF retirement insurance eligibility requirements, standardized for all REMIF cities.

A represented employee retiring with ten or more years of city of Ukiah service after July 1, 1984, shall have the opportunity to purchase REMIF or Operating Engineers insurance coverage if offered by the carrier and subject to the carrier's requirements. The City must receive the monthly premium amount from the retiree prior to the carrier's billing due date. The City is not responsible for notifying the retiree when a payment is due. In the event the retiree does not make the monthly payment on time, the City shall drop the retiree from the insurance program. Once a retiree has discontinued coverage, she/he shall no longer be eligible to continue coverage at a later date. By participating, retirees agree to indemnify and hold the City harmless against all claims arising as a result of purchased coverage or the discontinuance thereof.

C. Health Benefit Advisory Committee

Should the City Manager, during the term of this agreement, convene the Health Benefit Advisory Committee, this Unit 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.

9. OVERTIME

A. Non-Exempt Employee

1. For non-exempt employees working an eight hour shift, overtime is defined as actually working more than 40 hours in your designated seven (7) day work week.

B. Calculation

1. Overtime will be charged in increments of one-half hour. Any time worked from 1 to 30 minutes shall be computed as one-half hour of overtime.

10. PAID LEAVE

A. Employee 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 no to be used for any other purpose. Every regular, full time employee will accrue one sick day for each month of service. Part-time employees working year round and at least 20 hours per week are eligible for pro-rated sick leave hours based upon the number of hours worked. These benefits are non-accruing.

Sick leave usage is computed in one-half hour increments. One half-hour increments shall be computed by rounding to zero for less than 15 minutes and rounding to 30 minutes 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 4.06.5, Family and Medical Leave Act, which may also apply.) Sick leave benefits will not be accumulated during unpaid leaves of absence.

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.

B. Family Sick Leave

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**.

C. Holidays

The following shall be the officially observed City holidays for this Unit:

1. 1st day of January, New Year's Day
2. Martin Luther King Day
3. 3rd Monday of February, Washington's Birthday
4. Last Monday in May, Memorial Day
5. 4th of July, Independence Day
6. 1st Monday in September, Labor Day
7. 2nd Monday in October, Columbus Day
8. 11th of November, Veteran's Day
9. 4th Thursday in November, Thanksgiving Day
10. Day following Thanksgiving
11. 24th of December, Christmas Eve
12. 25th of December, Christmas Day
13. December 31st, New Year's Eve

In addition to the above each employee shall be given eight hours leave with pay as a floating holiday. The floating holiday hours are credited to your vacation accrual balance in August of each year. (1978-79 MOU)

Should any of these Holidays fall on Saturday, the preceding Friday shall be considered the paid Holiday. Should any of these Holidays fall on Sunday, the following Monday shall be considered a paid Holiday. (73-74 MOU)

D. Vacation Leave

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

Years of Service	Hours Earned Per Pay Period	Maximum Accrual
0 – 3	4.0 Hours	224.0 Hours
4 – 8	4.7 Hours	260.4 Hours

9 – 15	6.2 Hours	338.4 Hours
16 – 19	6.8 Hours	369.6 Hours
20 Plus	8.0 Hours	432.0 Hours

E. Vacation Cashout

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 prior to the employee reaching their vacation accrual maximum.

F. Bereavement Leave

Represented employees shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of the employee's immediate family. If travel exceeding 350 miles one way is required, an employee may be granted a maximum of two (2) days additional paid bereavement leave. This leave shall not be charged to sick leave.

Member of the "immediate family" is defined as the 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, any relative living in the immediate household of the employee or the employee's spouse.

G. Personal Leave

The City and the Union agree that the members of this Union shall receive three (3) days of personal leave annually, credited in full on July 1 of each year. This leave shall not be considered a portion of vacation leave. This leave will be non-accumulative, and if not used within a year it will be deleted from the employees paid leave time.

City and Union agree that the intent of personal leave was to provide time off for employees for personal emergencies and needs regarding family members and other personal business. The City has allowed these personal leave days to the employees realizing that there are these special times that require time off that does not really fit into the vacation and sick leave accruals. The Union has requested to use their personal leave days in conjunction with vacation. The City will agree to allow the use of personal leave with vacation, but strongly suggests to the Union members that the intent of this leave be considered and that they use their personal leave with vacation sparingly.

H. Workers 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. Minor injuries not requiring medical treatment or time lost from work should be recorded in the Department's "Minor Injury Log".

Please refer to the Employee Manual and/or the Human Resources Department for further detail.

11. 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 work load, and the availability of qualified staff to handle the work load.

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.

A. Family and Medical Leave (FMLA)

Under the Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA", "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:

1. The birth of an employee's child and to care for the newborn after birth, or placement of a child with an employee for adoption or foster care;

2. To care for the employee's spouse, domestic partner, son, daughter, or parent, who has a serious health condition;

3. For a "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to active duty status (Under the FMLA only, not the CFRA): and

4. To care for a spouse, son, daughter, parent, or "next of kin" who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period – under the FMLA only, not the CFRA).

Eligible employees include those persons employed by the City of Ukiah for at least 12 months and who have completed 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Please refer to the Employee Manual and/or the Human Resources Department for further detail.

12. SPECIAL PAYS

A. Bilingual Pay

A proficient Spanish/English bilingual employee in the following classifications: Customer Service Representative I, II and III; Receptionist; Police Records Clerk, who passes the oral and written bilingual test, receives a flat, per month, pay differential of $75.00. Employees who have served for 10 years or more with the City of Ukiah and have passed the bilingual oral and written test will receive a total of $100 per month. Any other classification that utilizes bilingual speaking as a major function in the performance of their duties and responsibilities shall be considered for bilingual pay eligibility upon mutual agreement by the City and the Unit.

B. Specialty Pay

1. Pesticide Spraying

Any employee who applies pesticides which require a County I.D.# or Restricted Permit for purchase, must hold a Qualified Applicator's Certificate or License and will be paid at a rate of $3.00 per hour over salary for every hour of spraying. These records will be kept by the department and recorded separately on the time card for payroll use.

2. Pool Operator Certificate

Any Community Services Department employee who possesses a Pool Operator Certificate shall be paid $20.00 per month over salary.

3. Street Sweeping

Any Unit member who is formally assigned by their Department Head to perform street sweeping duties shall be paid an additional $1.00 per hour over base rate salary for every hour spent performing these duties.

13. MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. Replacement of Job Required Equipment

Replacement at City expense of eyeglasses and job required equipment damaged or destroyed while on duty to be considered on the merits of each individual case.

D. Compensatory Time Off (CTO)

Unit members may accrue CTO at the time and a half rate up to a maximum of 50 hours. Actual use of the CTO time will be approved by the Departments after reasonable consideration of the workload and vacation and sick time schedules of other personnel.

E. Store Stop Policy

Miscellaneous Bargaining Unit employees may make store stops for the purchase of refreshments, snacks, and medicine during their normal and overtime work hours upon express consent of their immediate supervisor.

The stops shall not interfere with any work or job assignment, as store stops will only be allowed for breaks and upon the consent and convenience of the immediate supervisor.

The store stop shall be at the nearest convenient store in the area. All stops are to be for purchase only and there will be no loitering at the store location.

The employees and management shall police this policy. The employees shall bring it to the attention of any employee abusing this policy. If the employee continues the abuse, they shall be reported to their immediate supervisor, who may at their discretion issue a verbal reprimand for the first violation, and an employee with more than two violations may lose their store stop privilege for six months. Disciplinary action following continued violations will be as determined by the Department.

After a six month store stop suspension, the employee will be reinstated, providing they have properly complied in that six month period. Failure to properly control this privilege may result in the withdrawal of this policy to all employees in the Unit.

F. Emergency Meals

Employees required to work in increments of four (4) consecutive hours outside of their normal working day because of an emergency situation which does not allow the employee to provide for a meal shall be furnished one meal for each four (4) hours worked if not furnished from other sources.

G. Section 125 Plan

The City will provide a Section 125 (Cafeteria) Plan for employees in this Unit.

H. Longevity

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

I. Career Step Program

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.

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 evaluation are eligible to apply for the first career step increase.

Provisions for eligibility are as follows:

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 goals 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 fall 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.

J. Career Development Program

It is the intent of the City of Ukiah (City) to recognize the future growth of both the City and its employees by adopting a Career Development Program which will encourage employees to avail themselves of job-related educational opportunities. The purpose of this action is to advance the employees' knowledge and interest in the direction of their career with the City, expand the employees' base of promotability, and enhance the City's effectiveness by improving the overall level of municipal service.

This proposal is made with the realization that such a policy must be within the financial capability of the City, that the work for which the employee was originally appointed is given first priority, and that the City shall not expend, nor the employee accept, training funds with the intent of enabling the employee to secure a position with other agencies or business entities.

Such training programs may include college or university courses, lectures, seminars, or continuing education courses.

Provisions for the Career Development Program are as follows:

1. Preparation for classes and their requirements are to be completed on the employee's own time.

2. To be eligible for funds, the employee must receive advance written approval by his/her Department Head and City Manager or designate.

3. Funds to the employee shall be predicted upon a grade point of 2.0 or better; or verifiable attendance of lectures or seminars.

Department Head and City Manager approval of all employee training courses shall be based upon the degree of value to the City, continuing development of employees, job skills, and the employee's stated intent to promote within the City.

Mutual benefit training is coursework of equilateral benefits to the City and employee. This would include job related coursework and general courses applied to a degree

related to the employee's present position or broad based promotability within the City. Criteria for this assessment would be based upon applicability of subject matter to a relevant degree or certification and be made by the employee's Department head.

Up to 50% off the general education courses taken toward a degree related to the employee's field with the City may be covered by the program.

The City shall try to allow up to three (3) flex hours per week for employees who need to take classes during working hours if no other non-working hour class is available. City participation shall consist of registration and costs of books and related materials.

The City Manager shall cause a file to be kept in the Personnel Office in which a record of the Career Development Program is maintained. In addition, a record of each employee's participation in the program is to be placed in his/her personnel file.

K. Jury Duty

If you are called to serve on a jury for 15 days or less (a day is any day in which court is held without regard to the number of actual court hours), you will receive your base pay. You are required to furnish your department head a copy of your official notice and to let him/her 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.

L. Residency / Response Time

The City and Union agree that the residency requirement response time for the Street and Airport personnel shall be extended to 30 minutes.

The City and the Union agree they have met and conferred on the issue of residency requirements. The Union recognizes that the City has the right to establish residency requirements as applies to the classifications addressed in Personnel Policies Chapter XIII, Section 4, paragraph 8, All Other Employees.

M. 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 from the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift 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, during the period between the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift on a workday, 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 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.

a. 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.

5. 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.

6. 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.

N. Probationary Period

There is an introductory period of six months for new appointments and promotions. 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.

Vacation and sick time accrued during the probationary period may be used as it is accrued.

O. Reclassification of Unit Positions

The City will provide advance notice to Operating Engineers Local No. 3 and the Miscellaneous Unit Representatives of any proposed new classifications, amended class specifications, and reclassifications. Upon request of Operating Engineers Local No. 3 the parties will meet and confer regarding the City's proposed action.

P. Disciplinary Action/Written Reprimands

The City agrees to secure the record of a written reprimand disciplinary action after 3 years if no similar violations occur. The following language will be added to the City of Ukiah Disciplinary Procedures, Section II.A. Reprimand:

> "An employee has the right to request in writing that a letter of reprimand be secured within the employee's personnel file if three (3) years have elapsed from the date of reprimand and no similar violations occur. The employee may submit a request to Personnel to have the reprimand placed in a secured envelope within the Personnel file. The Personnel Officer, after conferring with the employee's Supervisor, will provide a written determination of the employee's request within 14 days. If similar violations of policy occur, the envelope may be opened for information to the Supervisor."

Q. Out of Classification Pay

Any employee properly and formerly assigned to perform the duties of a higher paid classification for one or more shifts, shall be paid retroactively for completion of each shift at the rate of 5% or Step A of the classification, whichever is higher.

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) in the exempt classification, after which time overtime will not be paid at the out-of-class rate. 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 at the out of class differential rate after the 30th day.

R. Call Back

The first callback shall be paid at a two-hour minimum at time and one half pay. If an employee works over 2 hours on the first call back they will be immediately eligible for an additional 2 hours pay for the first call back. The 2nd call back is paid at the actual time worked with a one hour minimum at time and one half pay as long as the second call back is not within the first call back time frame.

S. Standby Pay

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. Employees who are scheduled without regard to weekends and holidays, because of staffing seven days per week, will be paid two hours of pay at straight time on a weekend or holiday in which they work a regular shift.

T. Dues Deduction

City will make payroll deduction of union dues bi-weekly when furnished by the union with an acceptable authorization signed by the employee prior to the 15th of the month during which the initial deduction is to be made.

U. No Strike/Job Action Provision

1. Prohibited Conduct

The Unit, its officers, agents, representatives, and/or members when on duty, agree 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 1, Prohibited Conduct, (above), shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Union carries out in good faith its responsibilities set forth below.

3. Union Responsibilities

a. In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 1, Prohibited Conduct, above, the Union 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 1, Prohibited Conduct, above, and return to work.

b. If the Union performs all of the responsibilities in good faith set forth in item a. 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.

V. Re-Opener

Either party may re-open the contract to bargain over up to two (2) non-economic issues in October of 2016 and October of 2017.

W. Continuation

The City and the Unit 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 Memorandum of Understanding, shall continue in effect and shall not be affected by the terms of this Memorandum of Understanding.

The value or availability of the benefits provided in the Memorandum of Understanding as originally worded or as amended from time to time may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Understanding are limited to the direct cost of providing the salary and benefits as described in the Memorandum of Understanding. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

This Memorandum of Understanding is ratified and adopted pursuant to the recommendations of the following representatives this 2nd day of December, 2015.

CITY OF UKIAH

Sage Sangiacomo, City Manager

MISCELLANEOUS UNIT

Don O'Hara, Parks Service Worker

Jarod Thiele, Public Works Project Analyst

Jeff Walker, Meter Reader

OPERATING ENGINEERS LOCAL NO. 3

Joe Louis Wildman, Business Representative

S:\HUMAN RESOURCES\MOU\OE3 ADMIN & MAINT UNIT MOU 2015-18

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Russ Burns
Business Manager

4/19/16
Date

Dan Reding
President

4/19/16
Date

Pete Figueiredo
Vice-President

4/19/16
Date

James K. Sullivan
Recording-Corresponding Secretary

4/19/16
Date

Rick Davis
Director, Public Employees Division

4-19-16
Date

APPENDIX "A"

ADMINISTRATIVE & MAINTENANCE UNIT CLASSIFICATIONS

Accounting Assistant
Accounts Payable Specialist I, II
Administrative Analyst – Finance Department
Administrative Secretary
Airport Assistant
Assistant Planner
Building & Grounds Specialist
Buildings/Facilities Lead Worker
Buyer
City Clerk
Customer Service Representative I, II & III
Deputy City Clerk/Administrative Assistant
Development Permit Coordinator
Electric Utility Program Coordinator
Engineering Technician I
Golf Lead Worker
Information Technology Coordinator
Information Technology Specialist I
Information Technology Network Specialist
Meter Reader
Museum Curator
Parks Lead Worker
Parks Service Worker I, II
Payroll Officer
Planning/Building Technician
Police Records Clerk
Public Works Maintenance I, II
Public Works Project Analyst
Receptionist/Clerk
Recreation Coordinator
Sports Coordinator
Street Sweeper Operator
Utility Services Team Leader

City of Ukiah
Miscellaneous Unit Salary Schedule
Effective July 1, 2015

APPENDIX "B"

Job Class Title	Grade	Monthly Step 0	Step 1	Step 2	Step 3	Step 4
Receptionist/Clerk	6023	2,612.21	2,742.82	2,879.96	3,023.96	3,175.16
Accounting Assistant Customer Services Representative I	6226 6026	2,813.07	2,953.72	3,101.41	3,256.48	3,419.30
Building & Grounds Specialist Customer Services Representative II	6228 6128	2,955.49	3,103.26	3,258.42	3,421.34	3,592.41
Administrative Secretary Buyer Customer Services Representative III Police Records Clerk	6130 6030 6330 6430	3,105.11	3,260.37	3,423.39	3,594.56	3,774.29
Information Technology Specialist I Parks/Golf Service Worker I Public Works Maintenance I Recreation Coordinator Sports Coordinator	6431 6031 6331 6231 6131	3,182.74	3,341.88	3,508.97	3,684.42	3,868.64
Meter Reader	6032	3,262.31	3,425.43	3,596.70	3,776.54	3,965.37
Parks/Golf Service Worker II Street Sweeper	6133 6333	3,343.87	3,511.06	3,686.61	3,870.94	4,064.49
Deputy City Clerk/Administrative Assistant Engineering Technician I Museum Curator Planning/Building Technician	6334 6434 6034 6234	3,427.47	3,598.84	3,778.78	3,967.72	4,166.11
Buildings/Facilities Lead Worker Golf Lead Worker Parks Lead Worker Public Works Maintenance II	6535 6435 6235 6335	3,513.16	3,688.82	3,873.26	4,066.92	4,270.27
Assistant Planner	6636	3,600.99	3,781.04	3,970.09	4,168.59	4,377.02
Administrative Analyst - Finance Dept. City Clerk Public Works Project Analyst Utility Services Team Leader	6437 6337 6237 6137	3,691.01	3,875.56	4,069.34	4,272.81	4,486.45
Airport Assistant Development Permit Coordinator Electric Utility Program Coordinator	6138 6238 6438	3,783.29	3,972.45	4,171.07	4,379.62	4,598.60
Information Technology Network Specialist	6242	4,176.04	4,384.84	4,604.08	4,834.28	5,075.99
Payroll Officer	6043	4,280.44	4,494.46	4,719.18	4,955.14	5,202.90
Information Technology Coordinator	6246	4,609.57	4,840.05	5,082.05	5,336.15	5,602.96

Reportable Special Compensation		Pesticide Spraying	$3 per hour
Bilingual Pay	$75 - $100 per month	Pool Operator Certificate	$20 per month
Career Step Pay & Longevity Pay	1%-5% added to base	Street Sweeping	$1 per hour

RESOLUTION NO. 2015-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING COMPREHENSIVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND THE MISCELLANEOUS, WATER UTILITIES/MECHANICS, AND DEPARTMENT HEAD UNITS

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of the Miscellaneous, Water Utilities/Mechanics and Department Head Units; and

WHEREAS, Memoranda of Understanding for the term of September 19, 2015, through September 18, 2018, 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 for the Miscellaneous, Water Utilities/Mechanics and Department Head Units attached in substantial form as Exhibits A, B, and C are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these agreements.

PASSED AND ADOPTED this 2nd day of December 2015, by the following roll call vote:

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

Douglas F. Crane

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler

Kristine Lawler, City Clerk

3:mou\resmou2015