

Mediator's Recommended Settlement
Between the City of Willits & IBEW Local 1245
November 24, 2015

1. Term – Date of adoption by the City Council through December 31, 2018
2. Salary – Effective the first full pay period following MOU adoption, employees shall receive a 2.5% salary increase. Effective the first full pay period following January 1, 2018, employees shall receive a 2.5% salary increase.
3. Bonus – Effective the first full pay period beginning December 2016, employees shall receive a one-time \$1,000 bonus, subject to all applicable taxes and deductions.
4. Maintenance Worker Class Series – The parties agree to meet promptly, following adoption of this MOU, to discuss the creation of a Maintenance Worker class series and related salary schedules, with a target implementation of July 1, 2016. Each of the salary schedules for Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III will include five steps in 5% step increases. Further, each of the higher salary schedules will be a minimum of 5% more than the lower salary schedule equivalent step.
5. Health Care Premium Contributions – Effective July 1, 2016, the City proposes to pay the full annual deductible as well as the monthly premium toward a REMIF HSA (Health Savings Account) for employee and dependants. The first year, beginning in July 2016, the City shall deposit into each employees' HSA the full amount of the annual deductible. Beginning April 2017, and each quarter thereafter, the City will deposit into each employees' HSA one-quarter of the annual HSA deductible on a quarterly basis.

Employees choosing a REMIF sponsored plan other than the HSA shall be required to pay as a monthly premium contribution the difference in premium cost between the HSA plan and the plan chosen by the employee.

Employees may make tax exempt contributions to a HSA in accordance with IRS allowable amounts and provisions.

City agrees to inform IBEW of any plan changes/discontinuance upon City's receipt of same from REMIF. City agrees to meet and consult (not negotiations/meet and confer) regarding any plan changes/discontinuance made during the term of this MOU.

6. Jury Duty – An employee, who is summoned to serve on a jury, must notify his or her supervisor or department head as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. Employees shall be paid their regular salary for their jury service.

The time spent on jury duty is ~~not~~ work time for purposes of calculating overtime compensation.

7. All prior tentative agreements.
8. At the request of IBEW, the parties agree to ad hoc discussion regarding whether or not the office worker classifications should be included in this unit.
9. The parties agree the City will recommend this Mediator's Settlement to the City Council. If approved conceptually by the City Council, the IBEW Bargaining Team will recommend this Mediator's Settlement to the IBEW membership.

Seymour Kramer, State Mediator

J.M. 11/24/15

Bud Felt

Adrienne Moore

Rock Hay

Tentative Agreement No. 1:

Article 9 Compensation, A, 3

THIS LANGUAGE SHOULD HAVE BEEN REMOVED DURING THE LAST ADOPTION

~~The City agrees to amend its contract with the Public Employees Retirement System (PERS) to provide I.B.E.W. members with the 2.7% @ 55 formula as soon as practicable due to PERS regulations, subject to agreement with other City units. Should the City's employer PERS contribution increase following the new employer rate established due to the 2.7% @ 55 change, employee members agree to "pay" up to 1% of the increased employer PERS rate. For the purpose of calculating this 1% increased cost, the base amount shall be the amount identified by PERS as the employer rate after the 2.7% @ 55 formula is implemented and then compared to the City's PERS employer rate on July 1, 2009. If the City's employer rate increases, the first 1% shall be paid by the employee members. Any increase beyond the 1% shall be paid by the City. If the PERS employer rate increase on July 1, 2010 is beyond the July 1, 2009 rate, the employee members agree to "pay" up to 1% of the increased employer rate. Any increase beyond the 1% shall be paid by the City. These deductions shall continue beyond the term of this M.O.U. in recognition of the 2.7% @ 55 PERS change.~~

Tentative Agreement

City of Willits: Rick Haag
Adrienne Moore (Print)

Adrienne Moore (Sign)

Union: Janet Macor (Print)

[Signature] (Sign)

Date: 11/24/15

ALL T A 's signed on 11/24/15 are subject to member Ratification of A T A S E agreement.

IBEW 1245/City of Willits 2015 General Negotiations

Tentative Agreement No. 2:

Formatting changes, all applicable.

Both parties agree to accept all formatting changes such as but not limited to spelling corrections, bullet point numbering, page numbering, indentations, general housekeeping etc., as part of the final review of the Memorandum of Agreement.

Tentative Agreement

City of Willits: Rick Haeg
Adrienne Moore (Print)

Adrienne Moore (Sign)

Union: Janval Macor (Print)

[Signature] (Sign)

Date: 11/24/15

Tentative Agreement No. 3

ARTICLE 10. EMPLOYEE STATUS

A. Definitions

1. ~~Probationary—A new employee being evaluated for a six (6) month period of time, provided however, the six months may be extended for up to an additional six months, at the discretion of the City Manager prior to achieving regular status.~~

Probationary - A new employee being evaluated for a twelve (12) month period of time, provided however, the twelve months may be extended for up to an additional six months, at the discretion of the City Manager prior to achieving regular status.

2. Regular – A full-time or part-time employee who has successfully completed the specified probationary period, retained in that appointed position and occupying a position that is individually authorized in the budget and which is expected to exist indefinitely.

3. Temporary – An employee who has been appointed for a limited and specified period of time, either full or part-time.

4. Full-Time – An employee who works the normal 40 hour work week.

5. ~~Part time—An employee who is employed regularly for less than the normal number of working hours, but on a fixed schedule.~~

Part-Time Half Time - An employee, who is employed regularly, works at least 20 hours or more per work week.

Part-Time Less than Half Time - An employee who is employed regularly but working no more than 19 hours per work week.

B. Probationary Period or Promotions

The probation period shall be regarded as part of the initial selection process and shall be utilized for closely observing the employee's performance; for securing the most effective adjustment of an employee to their position; and for reviewing the performance of any employee who does not meet the required standards of the position to which they were appointed or promoted.

During the probationary period, or an extension thereof, an employee may be rejected at any time by the Department Head without cause and without the right of appeal, notwithstanding any previous probationary period evaluations which may have indicated the employee was progressing satisfactorily. Notification of rejection shall be furnished the employee in writing and a copy shall be retained in the employee's personnel file together with such other forms as may be prescribed by the City Manager.

1. Probationary Period Length

~~The initial probationary period for all positions of promotions to a new position, shall be six (6) months for all new employees. All promotions, transfers and reappointments will be subject to a six month probationary period. During this type of probationary period employees will continue to be considered regular employees, will accrue seniority and shall be protected in discharge procedures as other regular employees. Date of hire is always used for benefits and vacation and sick leave accruals, except in circumstances where alternate procedures are specified herein.~~

The initial probationary period for all new employees shall be twelve (12) months. All promotions, transfers, and reappointments, will be subject to a six month probationary period. During this six month probationary period employees will continue to be considered regular employees, will accrue seniority, and shall be protected in discharge procedures as other regular employees. Date of hire is always used for benefits and vacation and sick leave accruals, except in circumstances where alternate procedures are specified herein.

In cases where a promoted, transferred or reappointed employee, has not met the requirements for completing probation, but where the Department Head has evidence that the employee has the capability of meeting those requirements if given more time, the Department Head may extend the probationary period an additional six months, but in no event shall the total probationary period exceed

one (1) year. Such extensions shall be documented in the manner proscribed by the City Manager.

2. Probationary Period Length – Part-time Employees

~~The initial probationary period for all part-time positions shall be six months in duration (a six month period shall be defined as 22 workdays provided, however, the employee works a minimum of 520 hours during the six month period). If a part-time employee is transferred to a full-time position, hours accumulated during the part-time employment will be credited towards the full-time requirements for the probation period.~~

THERE IS A MATH CALCULATION ERROR WITH CURRENT LANGUAGE. ERROR CORRECTED AND ADJUSTED TO COMPLY WITH THE NEW PROBATION TIME PERIODS.

The initial probationary period for all part-time positions shall be twelve months in duration (a twelve month period shall be defined as 260 workdays provided, however, the employee works a minimum of 1040 hours during the twelve month period). If a part-time employee is transferred to a full-time position, hours accumulated during the part-time employment will be credited towards the full time requirements for the probation period.

C. Regular Status – Initial Entry or Promotion

When an employee first receives regular status, the employee shall be advanced to the next pay step in the employee's pay range.

Tentative Agreement

City of Willits: Rick Hoeg
Adrienne Moore (Print)

Adrienne Moore (Sign)

Union: Tamara Macos (Print)

Tamara Macos (Sign)

Date: 11/24/15

Tentative Agreement No. 4

Article 12 Attendance and Leave Benefits

C. Vacation

2. Vacation may not be taken in excess of that actually accrued and in no case may it be taken prior to the completion of an employee's initial probationary period. ~~Accrued time may be used during the initial probationary period with approval from the Department Head.~~ The Department Head shall schedule and approve all vacation leaves for employees taking into consideration whenever possible the seniority and wishes of the employee. Vacation leave may be granted on an hourly basis. Any fraction over an hour shall be charged to the next full hour.

D. Basis for Accrual – Full-time Employees

Vacation shall be credited as earned vacation for each biweekly pay period of service, or prorated for each fractional period in accordance with the table below, except that ~~vacation accrued during the first six months of service shall not be credited as earned until the employee completes the first six months of continuous service.~~

G. Terminal Vacation Pay Upon Separation

Any employee who has accrued vacation leave, ~~who has completed their initial probationary period,~~ and whose employment terminates, shall be compensated for such accrued vacation based on the hourly equivalent of the salary they were receiving at the time of their termination.

~~An employee who terminates while serving a probationary period in a position to which they have been promoted shall receive terminal vacation pay based on the hourly equivalent of the salary they received immediately prior to their promotion, provided they had successfully completed a probationary period in the position from which they were promoted.~~

~~An employee who has not completed a probationary period in at least one position shall not receive terminal vacation pay.~~

D.

K. Basis for Accrual – Full-time Employees

Regular full-time employees are eligible to accrue sick leave at the rate of one day per month (or 3.69 hours per biweekly pay period) with the following exceptions:

1. Employees having temporary, seasonal, or less than half-time appointments.
2. Employees on leave of absence without pay or suspension without pay.
3. ~~Sick leave shall not be applied during an employee's initial probationary period, but shall be applied following successful completion of probation.~~ Sick time may be used during an employee's probationary period with approval from the Department Head ~~and City Manager.~~
4. Sick leave may be accrued with an unlimited accumulation.

S. Maternity Leave

Maternity leave shall not exceed the maximum period provided by law and shall be covered by sick leave to the extent the employee has it accrued during the period that the employee's doctor certifies she is unable to work. The employee will be required to provide written certification before such payments are made. The length of leave, both prior to and after delivery, is a decision to be made by the woman and her doctor. Any time taken before or after the certified period of disability must be taken as compensatory time, vacation leave, or leave without pay, and regulations governing these forms of leave shall apply.

The employee must notify the City Manager in writing of the intention to return to work (including date of return) at least ten working days prior to the commencement of her maternity leave. Within 15 days after delivery, she must reaffirm her intention to return to work in order to assure that her position will be held open. An employee who confirms the intention to return to work, in accordance with the above, shall have the position held open until the date specified in the statement of intention, after which reinstatement shall be dependent upon the availability of a suitable vacancy. Vacancies created by such leave, if filled will be by temporary or conditional appointments.

During the ~~sick leave~~ *disability* periods of maternity leave, vacation leave, seniority, and time towards annual evaluation shall accrue. In addition, health and other insurance benefits will continue without interruption. During periods of absence without pay, health, dental and life insurance benefits will be discontinued. However, the employee will have the option of picking up health insurance at their own expense (group rate) for a period not to exceed the duration of the approved leave.

Tentative Agreement

City of Willits: Rick Haeg
Adrienne Moore (Print)

Adrienne Moore (Sign)

Union: Janet Moore (Print)

[Signature] (Sign)

Date: 11/24/15

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Tentative Agreement No. 5

Article 13 Fringe Benefits

A. General Statement

Every new employee shall have explained to them the benefits available, the eligibility requirements, limitations and coverage. Part-time and seasonal employees do not qualify for fringe benefits, with the exception that regular part-time employees meeting the eligibility criteria are eligible for PERS retirement.

B. Health Insurance

Full-time employees and dependents will become eligible for the standard health plan offered by the City's health insurance provider on the first day of the month coinciding with or following date of hire.

C. Dental and Vision Insurance

Full-time employees and dependents will become eligible for the standard dental and vision insurance plans offered by the City's dental and vision insurance provider on the first day of the month coinciding with or following date of hire, the City will pay 100% of the premium. ~~with the City paying 100% of the premium.~~

In addition, the City agrees to pay any and all standard dental and vision premium rate increases for the term of the Memorandum of Understanding.

D. Life Insurance

All full-time employees are eligible for the standard life insurance plan offered by the City's life insurance provider. The effective date of coverage is determined by provider's eligibility rules. The City will pay 100% of the premium from the date of eligibility.

E. Retirement Plan

1. Membership in the Public Employees Retirement System (PERS) plan is mandatory from date of employment, except for the following:

a. When full-time, part-time, seasonal, or limited term employment is limited to ~~six months or less~~. *less than 1000 hours per fiscal year*

b. When part-time appointment is limited to less than an ~~average of~~ 20 hours per week.

c. When otherwise required by the PERS plan. See PERS Procedure Manual for more detailed information.

INSERT PEPRA LANGUAGE HERE

~~City retirement plan provided by the Public Employee Retirement System (PERS) is 2.7% at 55 for all miscellaneous unit members. Effective the first pay period following adoption of this agreement, employees are required to pay shall begin paying their full share of the required PERS member contribution of 8% for miscellaneous employees. Said contributions shall be on a "pre-tax" basis pursuant to Section 414(h)(2) of the Internal Revenue Code.~~

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 IBEW and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013 PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Miscellaneous" pension formula 2%@62, with a 3-year final compensation period.

"Classic members," defined as those employees hired prior to January 1, 2013, will retain the 2.7%@55 Miscellaneous PERS formula, with an 8% member contribution, with a 3-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 the 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 establish 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.

Tentative Agreement

City of Willits: Rick Haeb
Adrienne Moore (Print)

Adrienne Moore (Sign)

Union: Tenard Macer (Print)

[Signature] (Sign)

Date: 11/24/15