

TABLE Agreement
1/14/2016

**City Counter Proposal #21 to IBEW/Electric Unit
 December 11, 2015**

Union Counter for 12/14/2015; 9:00AM

Union Counter Proposal to City Counter Presentation 01/06/2016

Reflecting Changes to Health Contribution per re-convene of session at 11:22 am.

**City Counter Proposal #3 to IBEW/Electric Unit
 January 14, 2016**

Subject to City Council Review and Authorization

IBEW 1245 RESERVES THE RIGHT TO ADD, AMEND, OR WITHDRAW BARGAINING PROPOSALS THROUGHOUT THE BARGAINING PROCESS. ANY SECTION(S) OR SUBSECTION(S) NOT SHOWN OR REFERENCED IN ANY IBEW 1245 PROPOSALS IS PROPOSED TO REMAIN AS-IS ALL TENTATIVE AGREEMENTS ARE SUBJECT TO RATIFICATION BY MEMBERSHIP.

	PROPOSAL
1. TERM	3 Years from September 19, 2015 – September 18, 2018 Union Accepts the Term. Presented: 1/6/2016 <u>1-14-2016 TENTATIVE AGREEMENT</u>
2. SALARY	<u>Year 1: 5% restoration of 2013 salary concession effective the first full pay period following September 19, 2015. 3% General Wage Increase upon ratification and acceptance by council of a ratified Table Agreement. (12/14/15)</u> <u>3% General Wage Increase: Not Accepted by City (12/14/15)</u> <u>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.</u> <u>Year 3: Same as Year 2.</u> <u>Union accepts City's Salary proposal. Presented: 1/6/2016</u> <u>1-14-2016 TENTATIVE AGREEMENT</u>
3. HEALTH CONTRIBUTION <u>MOU Section 5.1 (added 1/14/2016)</u>	<u>Effective July 1, 2016, the City will pay up to \$1,283.82 per month towards each Unit member's health insurance premiums, based upon actual enrollments, in lieu of the current "flex dollars". Unit members not currently enrolled in the City's health plan may enroll in City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. Union Rejects medical</u>

proposal, wishes to remain status quo on medical. (12/14/15)

Union withdraws rejection and counters as follows :

City Counter (12/14/15)

Effective July 1, 2016 upon ratification of this Agreement and ,for incumbent employees electing to do so, the City will pay up to \$1,283.82 ~~\$1,366.50~~ \$1,283.82 per month towards each -Unit member's health insurance premiums, based upon actual enrollments, in lieu of the current Section VI "flex dollars" . For incumbent employees electing "employee only" coverage, the City will pay the employee only premiums plus \$200.00 a month, not to exceed the ~~\$1,366.50~~ \$1,283.82. Current employees not electing this contribution will remain on the existing flex plan.

After July 1, 2016, Unit members not currently enrolled in the City's health plan may enroll in 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, all new hires will be eligible for the health contribution up to ~~\$1,366.50~~ ~~\$1,283.82~~ \$1,283.82 per month, based upon actual enrollments and not eligible for the flex plan. For new hires electing "employee only" coverage, the City will pay the employee only premiums plus \$200.00 a month, not to exceed the ~~\$1,366.50~~ \$1,283.82.

New hires and incumbent employees who have migrated to the contribution described herein who opt out of the City's health coverage will receive a monthly ~~stipend~~ flex dollars of \$200.00 in lieu of such benefits.

Presented: 1/6/2016 – Re-presented post re-convene discussion at 11:22 am on 1/6/2016

City Counter Proposal for 1/14/2016

4. Health and Benefit Advisory Committee (1/6/2016)RE-OPENER

Re-Opener for Health Insurance for New Hires: During the term of the agreement, by mutual consent, the City and the Unit may explore standardizing health, dental, and vision contributions for new hires. Union provided Counter Proposal language amending Section 5.2 in a Separate TA format for the City to consider. (12/14/15)

City Accepts with the following clarifications (12/14/15):

Title to read: "5.2 Health Benefit Advisory Committee & Re-Opener for Health, Vision, & Dental Benefits/Contributions" (1/6/2016)

In the first sentence of the first paragraph : "agree" changed to "may agree"

	<p><u>Union accepts these changes but also asks to remove “& Re Opener” from originally proposed title to better reflect the intent of the amended section. Presented:1/6/2016</u></p> <p><u>1-14-2016 TENTATIVE AGREEMENT</u></p>
5. FLEX PLAN	<p>Not Accepted. <u>Union withdraws Union Proposal 4, Flex Plan. (12/14/15)</u></p>
6. OVERTIME	<p>Not Accepted. <u>Union offers to amend Union Proposal 1 to read that overtime will be compensated at double time for all hours worked between midnight (0001) to the employees regularly established start time (to be considered the same on regular days off). (12/14/15)</u></p> <p><u>Not Accepted by the City (12/14/15)</u></p> <p><u>Union withdraws Union Proposal 1. Presented: 1/6/2016</u></p>
7. CALL-BACK	<p>Not Accepted. <u>Union offers to amend Union Proposal 1 to read that overtime will be compensated at double time for all hours worked between midnight (0001) to the employees regularly established start time (to be considered the same on regular days off). (12/14/15)</u></p> <p><u>Not Accepted by the City (12/14/15)</u></p> <p><u>Union withdraws Union Proposal 1. Presented: 1/6/2016</u></p>
8. ON-CALL & STANDBY RESPONSE SIDE LETTER	<p><u>Side Letter dated 11/4/2015 to be incorporated into Comprehensive MOU upon adoption by City Council. Union willing to TA this item separately from any package proposals. (12/14/15)</u></p> <p><u>Accepted by the City (12/14/15)</u></p>
9. IBEW Comprehensive MOU Reference	<p><u>IBEW requests to update the reference to the local 1245 throughout the MOU document to read/reference: <u>Local 1245 of the International Brotherhood of Electrical Workers</u></u></p> <p><u>Accepted by the City (12/14/15)</u></p>
10. Amended MOU Sections	<p><u>Both parties agree to prepare the appropriate sections being amended herein that present significant changes, such as the <u>Health Contribution, for review prior to signing any individual tentative agreement or table agreement package. Presented: 1/6/2016</u></u></p> <p><u>On 5.1 – Both parties agree to review amended section during final red-line MOU review (added 1/14/2016</u></p> <p><u>1-14-2016 TENTATIVE AGREEMENT</u></p>

Tentative Agreement signed with Local 1245 Bargaining Committee Recommendation of:

Yes

No

Neutral

Tentative Agreement


City

Date: 7-14-16


Union

Date: 1/14/2016

IBEW 1245 CONTRACT NEGOTIATIONS PROPOSAL TO CITY OF UKIAH for 2015/2016 CONTRACT
NEGOTIATIONS

Presented: 12/02/20125

Union Proposal: 2 Sec. II (2.7)

2.7 Residency On-Call and Stand-by Response

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

Tentative Agreement

Sgt Sgt Sgt Date: 1-14-16
City

[Signature] Date: 1/14/2016
Union

IBEW 1245 CONTRACT NEGOTIATIONS COUNTER PROPOSAL TO _____ City of Ukiah _____ for
2015/16 CONTRACT NEGOTIATIONS
Presented: 1/6/2016

All Tentative Agreements are subject to member ratification

Union Counter Proposal to City on Health Care ~~Benefits Advisory Committee~~ Re-opener:
Presented 1/6/2016

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5.2 HEALTH BENEFIT ADVISORY COMMITTEE RE-OPENER FOR HEALTH, VISION, & DENTAL BENEFITS CONTRIBUTIONS FOR NEW HIRES:

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

Comment [MJ1]: added 12/14/15

HEALTH BENEFIT ADVISORY COMMITTEE

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

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Tentative Agreement

City

Date: 1-14-16

Union

Date: 1/14/2016

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