

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

CONFIDENTIAL UNIT

For the Period 7-1-10 through 6-30-11

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APPENDIX A - SALARY RANGES

Article 1
General Provisions

1.1 **Parties to the Memorandum**

This Memorandum of Understanding is made and entered into effective the 1st day of July, 2010, by and between the City of Yreka and the Confidential Unit, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City of Yreka and the Association and its members.

1.2 **Validity of Memorandum:**

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 **Recognition:**

The Association is the recognized employee organization for members in the following classifications:

ADMINISTRATIVE EXEMPT: Finance Director, Accounting Manager, Assistant City Manager, Confidential Administrative Assistant

Notwithstanding the foregoing, if an employee feels his or her position should be modified from exempt to non-exempt, or vice versa, such employee is encouraged to discuss it with the employee's supervisor. Such employee may use any information to support the employee's position, such as comparable duties at competing employers, comparisons with other City employees with similar duties, and/or responsibilities and other activities of the employee which may warrant consideration of the change in status. If the employee is not satisfied with the result of the discussions with the employee's supervisor, the employee may take such information to the next level of supervision up to and including the City Council. This Section shall not, however, be subject to the grievance procedure.

1.4 **Effective Date and Term:**

This Memorandum of Understanding shall take effect as of the first day of July, 2010, except as otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June 2011. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association.

1.5 **Effect of Memorandum:**

1.5.01 During the term of this Memorandum, the provisions hereof shall govern the wages,

hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum, and including as otherwise provided in City personnel rules and regulations, resolutions, and ordinances wherein this Memorandum is silent. The Employee Personnel System and the Personnel Rules and Regulations are on file in the City Manager's Office at City Hall. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer with the Association. The parties agree to meet and confer regarding modifications to these policies: Alcohol and Drug Use Policy, Educational Reimbursement Policy, Introductory/Probationary Policy, Family Leave Policy, Out of Class Pay Policy.

1.5.02 This Memorandum of Understanding shall likewise apply to part-time employees as set forth in this provision and as may be elsewhere provided. For any part-time employee ["part-time FTE"], the benefits will be the same as those other employees in the same classification, including PERS, participation in the City's cafeteria plan, and accrued leave, effective on the date of the MOU.

1.6 **Employee Rights:**

Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 **City Rights:**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 **Non Discrimination Clause:**

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 **Requirement to Meet and Confer:**

Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately, without prior written notice or meeting with the Association, the City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule, resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action. City agrees to provide time off to two (2) members of the Association while attending meetings with the City during the meet and confer process.

“Meet and confer in good faith” means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Article 2

Salary Ranges and Adjustments and Compensation

2.1 **Salary:**

Salary ranges for the period of this Memorandum for each classification are as specified in Appendix A, attached to this Memorandum.

Article 3
Medical, Dental, Vision, Life and Disability Plans

3.1 **Medical Plan:**

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. **Until December 31, 2010, the City will continue to contribute, on behalf of each eligible employee the sums established by the Memorandum of Understanding for the period of July 1, 2006, through June 30, 2009.** The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans offered by AFLAC under its Flex One Tax Advantaged Plan. Total monthly premium costs of selected insurance coverages which exceed the City's **contribution toward** the eligible employee's health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Choice Health Plan. In order to be excluded from this requirement for the PERS Choice Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.J of this Section.

B. Effective **January 1, 2011** and continuing thereafter, the **City contribution** for the eligible employee's health plan shall not exceed the following sums:

Four Hundred Eighty Dollars (**\$480**) **toward** total monthly premiums costs for employee only; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

Nine Hundred Dollars (**\$900**) **toward** total monthly premium costs for employee and one dependent; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

One Thousand One Hundred Thirty-five Dollars (**\$1,135**) **toward** total monthly premium costs for employee and family; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

C. For purposes of this Agreement, "premium costs for the eligible employee's health plan" shall include the eligible employee's participation in the PERS Choice Health Plan.

D. By not later than December 31st each year, each employee shall execute a written authorization regarding the medical premium deduction. The deduction will be made on a biweekly basis.

E. The dedicated City contribution to CalPERS Health coverage is the minimum

amount required by the City's contract with CalPERS, which is currently One Hundred Five and no/100 dollars (\$105.00) per month for each active employee or annuitant (equal amount contribution).

F. The parties agree that administration of the plan, enrolling or canceling enrollment of employees or their dependents and processing claims and securing of adequate risk protection shall be the sole administrative and financial responsibility of the City.

G. There shall be no decrease in benefits except as are imposed upon the City as benefit modifications by CalPERS. Any change in plan benefits to the employee by the City shall be on a Meet and Confer basis.

H. Reopeners regarding Health Benefit Plans. Should the premium rates for the CalPers Pers Choice Health Plan exceed a total of twenty-five (25%) above the January 1, 2006 rates during the life of this Agreement, the Association may request to meet with the City. At the City's request, the parties may reopen during the term of the Agreement to discuss a Flexible Benefit Plan.

I. An employee with court ordered dependent health coverage must show proof of that order in the form of a qualified domestic relations' order (QRDO) before dependent coverage can be extended.

J. The City agrees to continue and fund for employees who elect no insurance coverage a cash in lieu benefit in the amount of \$500 per month, disbursable to the employee biweekly on a taxable income basis, in accordance with IRS Code Section 125.

K. Either party may request to reopen negotiations on health insurance, if there is a proposed substantial change in the PPO network for the PERS Health Plan.

3.2 **Dental Plan:**

The parties agree that the current self-funded dental plan will remain in effect. The parties agree that the administration of the plan, including but not limited to the providing of information about the plan, enrolling or canceling enrollment of employees or their dependents and processing claims shall be the sole administrative and financial responsibility of the City. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the dental plan cost including dependent coverage.

3.3 **Vision Plan:**

City agrees to continue to provide a vision plan through the California Vision Service Plan (VSP) B with a \$25.00 deductible including coverage for dependents at its sole expense.

City retains the right to self-insure at the same benefit level. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the vision plan cost including dependent coverage.

3.4 **Life Insurance Plan:** Life Insurance will be procured for each employee, (excluding retired employees) equal to the double amount of the gross salary received under the salary schedule for a given year, not including overtime or special pay. Dependent coverage at the amount of one thousand dollars (\$1,000) per spouse and child will continue to be provided. City agrees to pay the premium for this coverage.

3.5 **Disability Plan:**

City agrees to discontinue the current employer paid long term disability insurance plan for each employee of the bargaining unit effective July 1, 2007, and gave each employee of the bargaining unit a one percent (1%) salary increase effective that date.

3.6 **Part-time Employee Proration of Benefits.**

Life and long term disability benefits will be based upon the part-time FTE's pro-rated salary, and no employee contribution will be necessary. The medical, dental and vision benefits will be pro-rated from the employee's date of hire, going forward, at the part-time FTE's percentage equivalent of full time. The medical benefit is currently subject to a 90/10 employer-employee premium split. Should the part-time FTE chose the medical benefit opt out option, the opt out benefit will be pro-rated by the part-time FTE's percentage equivalent of full time. If the part-time FTE chooses the medical benefit, the employer contribution for the medical benefit shall reflect the part-time FTE's percentage equivalent of full time and may require a contribution from the part-time FTE for the balance of the cost of the premium for complete coverage for the employee. A part-time FTE may elect to be excluded from the dental and vision benefits due to the co-pay costs; however no employer cost consideration of the employee selected dental and vision exclusion will be allocated to offset the cost of other employee benefits.

Article 4
Vacation and Leave

4.1 **Vacation Leave:**

The policy for use of vacation is that it be used in the year immediately after the annual accrual. This policy is based on the intent that vacation time be a relief from regular work schedules. The relief from work is for the personal well being of employees, both mentally and physically, to insure healthy work and personal lives.

All employees shall be entitled to annual vacation leave with pay except the following:

- a) Employees who have served less than six (6) months in the service of the City. However, vacation credits for the time served will be granted to each such employee who later receives a permanent appointment.
- b) Employees who work on a provisional basis and all employees who work less than one thousand (1,000) hours per year.

Eligible employees who work less than full-time but more than one thousand (1,000) hours per year shall be credited for vacation on a prorated basis.

For the purpose of computing annual vacation leave, a workweek shall consist of forty (40) working hours. Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

<u>Months of Employment</u>	<u>Vacation Hours Accrued Per Pay Period</u> (Based on 26 equal pay periods per year)	
1-60 months	3.08 hours	(80 hours per year)
61-180 months	4.62 hours	(120 hours per year)
181 months and after, max rate	6.15 hours	(160 hours per year)

The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

The City agrees to permit probationary employees to use earned vacation time during the probationary period. In cases where an employee has one year or greater probation, and in cases of real need, an employee may, departmental workload permitting, be allowed to take up to forty (40) hours of earned vacation. Should said employee terminate voluntarily or involuntarily prior to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

Previous part-time City employees, who have subsequently become full-time regular employees shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual. One hundred seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year. Part-time employees shall be allocated vacation time pro-

rated according to the employee's percentage equivalent of full time from the date of the employee's hire.

4.2 **Vacation Accrual:**

A maximum allowable carryover of twenty-four (24) months vacation accrual will be allowed as of January 1 of each year.

4.3 **Holidays:**

City agrees to observe the following holidays: July 4th, first Monday in September (Labor Day), November 11th (Veterans Day), Thanksgiving Day, Friday following Thanksgiving Day, December 24th, December 25th, January 1st, third Monday in January (Martin Luther King), third Monday in February, last Monday in May (Memorial Day).

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. **Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.**

4.4 **Sick Leave:** All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.

City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

An employee who is entitled to Worker's Compensation under the labor code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as when added to the Worker's Compensation will result in payment to that employee of his/her full salary or wage.

No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to ten (10) days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" means a biological, foster or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation.

4.5 Administrative and Executive Leave:

In-lieu of overtime or compensatory time off, all Exempt Management Employees shall be allocated an annual administrative leave of 40 hours per employee. Administrative leave will be granted on January 1, of each year, and will not be allowed to be carried over to a subsequent year. The intent of administrative leave is that it be taken in eight-hour increments and accounted for on that basis. In addition, exempt employees will be allowed to take executive leave for less than eight-hour increments on an as needed basis. All administrative and executive leave will be at the discretion of the Management employee and with required communication to the City Manager. The City Manager retains the right to deny administrative and executive leave on an emergency basis. New employees hired on or before March 31 shall receive the full forty (40) hours. New employees hired between April 1, and June 30, shall receive thirty (30) hours. New employees hired between July 1, and September 30, shall receive twenty (20) hours. New employees hired between October 1, and December 31, shall receive ten (10) hours. Part-time employees shall be allocated vacation time pro-rated according to the employee's percentage equivalent of full time from the date of the employee's hire.

4.6 Floating Holidays:

Three floating holidays of three eight (8) hour days per year shall be credited to the paycheck of each full-time employee by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost. New employees who successfully complete probation before April 30 will be credited with twenty-four (24) hours. New employees hired between May 1 and August 31 will be credited with sixteen (16) hours. New employees hired on after September 1 will be credited with eight (8) hours. Part-time employees shall be allocated vacation time pro-rated according to the employee's percentage equivalent of full time from the date of the employee's hire.

Employees shall have an additional one half-day of four hours floating holiday which will be credited for the term of this Agreement, which must used before the end of the term of the Agreement and cannot be saved for use beyond the end of the Agreement.

Article 5
Allowances and Reimbursements:

5.1 **Book and Tuition Reimbursement:**

To encourage the training of employees in subjects which would be of substantial benefit to the City, as well as the employee, the City maintains a book and tuition reimbursement program.

All requests for this program shall be submitted to the City Manager's Office prior to commitment. Such requests shall be in writing on City provided form and describe the nature of the training to be entered into, the cost of such training, and comments with respect to its applicability to the particular employee's job. The request shall be accompanied by a statement from the department head.

For approved training extending over a period of time exceeding two (2) weeks, the City shall refund to the employee all cost of tuition and required books upon presentation of evidence of successfully completing the course with a grade of C or better, submission of request form along with a copy of the grade report attained and a copy of the receipt for payment of tuition and books. In the event that the employee is financially unable to advance the cost of tuition and required books, the City may, upon written request and agreement by the employee, advance the cost of tuition and required books subject to reimbursement by the employee should he/she fail to satisfactorily complete such training and authorizing the City to deduct such cost from the payroll in such event.

Tuition and required book costs for approved short courses or institutes less than two (2) weeks shall be paid initially by the City.

Article 6

Reopeners during the Term of this Agreement

6.1.1 Reopeners regarding Health Benefit Plans. Should the premium rates for the Health Plan exceed a total of twenty-five (25%) above the January 1, 2006 rates during the life of this Agreement, the Association may request to meet with the City. At the City's request, the parties may reopen during the term of the Agreement to discuss a Flexible Benefit Plan.

6.1.2 Reopener regarding disability benefits. The parties agree to meet and discuss whether there should be a transition of disability benefit from Long Term Disability to State SDI, funded by employee.

6.1.3 Reopener regarding Retirement Benefit. The parties agree to meet and discuss whether PERS retirement benefits should be calculated on single highest best year.

6.1.4 Reopener regarding Cost of Living increase. The parties agree to meet and discuss whether the bargaining unit receives a cost of living increase in fiscal year 2008-2009, and if so, in what amount.

Article 7
Catastrophic Leave

7.1 **Catastrophic Leave:**

The City has implemented a Catastrophic Leave program whereby the employees of the City may donate any accrued compensatory time off, vacation time or sick leave to a co-employee provided, however, that the sick leave donated by any one employee may not exceed five days in any calendar year. The names of donors shall remain anonymous. The purpose of this policy is to provide a co-employee with additional time off when they have a serious illness or injury resulting in the exhaustion of all paid leave before they are able to return to work.

Article 8
Retirement

8.1 **Employee Retirement Plan:**

City will enroll and maintain enrollment of employees in the PERS 2% @55 retirement plan. City agrees to continue to pay the employee's PERS contribution to the Public Employees Retirement System to be credited to the employee's PERS account as if it were paid by the employee.

Article 9
Employee – City Advisory Committee

9.1 **Employee – City Advisory Committee:**

Within 30 days of the date of execution of this agreement, the City, in cooperation with each of the employee associations, shall establish an Employee-City Advisory Committee consisting of one (1) City employee member of each recognized employee association and the City Manager and the City Attorney.

The purpose of the committee is to study and recommend to the City Council changes or modifications in City employee conditions of employment including but not limited to medical, dental and vision plans, grievance procedures, personnel system rules and regulations, revision of job classification descriptions and procedures for evaluating and review of employees for step pay increases.

Article 10
Concerted Activities

10.1 **Concerted Activities:**

The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the

bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased. City agrees not to lock out employees.

In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective July 1, 2010.

CITY OF YREKA NEGOTIATING TEAM
City of Yreka

By: _____
Steven W. Baker, City Manager

Mary Frances McHugh, City Attorney

CONFIDENTIAL UNIT

Rhetta Hogan

Liz Casson

Debbie Ramirez

Jeanette Hook

Attest:

By: _____
Pam Hayden, Deputy City Clerk

City of Yreka
2009-10* Salary Schedules
Monthly Salary
 (* 2010-2011 Negotiations are Pending)

ROW	UNIT	COLA	JOB#	RANGE	Factor Hourly Range	Prior Year BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
30	CONF	1	25	2142	2458	4,261	4,261	4,474	4,698	4,933	5,180	5,439
37	CONF	1	30	2452	2812	4,874	4,874	5,118	5,374	5,643	5,925	6,221
39	CONF	1	??	1769	2028	3,515	3,515	3,691	3,876	4,070	4,274	4,488
40	CONF	1	??	1769	2028	3,515	3,515	3,691	3,876	4,070	4,274	4,488

ST. CITY MANAGER
 FINANCE DIRECTOR
 COUNTING MANAGER
 ADMIN. CONFIDENTIAL ASSISTANT