**RESOLUTION NO. 3018-13**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE TOWN MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND THE TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP**

**WHEREAS,** the Town of Windsor ("the Town") has recognized the Town of Windsor Management Employees Group ("MEG") as the exclusive representative of certain employment classifications in the Town of Windsor; and

**WHEREAS**, the Town's representatives met and conferred in good faith with MEG representatives for the purpose of negotiating a memorandum of understanding ("MOU") that would cover wages, hours and working conditions applicable to employment classes represented by MEG; and

**WHEREAS,** the Town's representatives reached a tentative agreement with MEG on a successor MOU, which tentative agreement has been ratified by the MEG membership; and

**WHEREAS,** the tentative MOU is subject to approval by the Town Council; and

**WHEREAS,** the tentative MOU meets with the approval of the Town Council.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Windsor hereby authorizes the Town Manager to execute a binding memorandum of understanding between the Town and MEG, with the terms as described in the attached Exhibit "A".

**PASSED, APPROVED, and ADOPTED this 19th day of June 2013, by the following vote:**

| | |
|---|---|
| **AYES:** | **COUNCILMEMBERS ALLEN, FUDGE, OKREPKIE, SALMON AND MAYOR GOBLE** |
| **NOES:** | **NONE** |
| **ABSTAIN:** | **NONE** |
| **ABSENT:** | **NONE** |

**ROBIN GOBLE, MAYOR**

**ATTEST:**

**MARIA DE LA O, TOWN CLERK**

**Attachments:**
Exhibit A: Memorandum of Understanding

# MEMORANDUM OF UNDERSTANDING

# BETWEEN THE

# TOWN OF WINDSOR

# AND THE

# TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP

# JULY 1, 2013 – JUNE 30, 2015

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an agreement between the TOWN OF WINDSOR, hereinafter referred to as "Town" and the TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP, hereinafter referred to as "MEG."

## ARTICLE 1. PURPOSE:

1.1 The purpose of the agreement is to promote the mutual interests of the Town and the employees, and to provide for the operation of the Town's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of an optimum quality and quantity of product and/or service, cleanliness of facilities and protection of property.

## ARTICLE 2. BARGAINING UNIT RECOGNITION:

2.1 The Town recognizes MEG as the exclusive representative of the full time employees employed in the classifications listed in Appendix "A".

## ARTICLE 3. BARGAINING UNIT SECURITY:

3.1 No Discrimination. The parties to this agreement recognize, and shall not interfere with, the right of each employee to become and/or remain a member of MEG, according to the free choice of such employee. It is expressly understood and agreed that employees covered by this agreement shall be equally free to become or not become members of MEG, and there shall be no discrimination on that account or interference, restraint, or coercion by either party signatory hereto or their officers, agreements, agents, or representatives respecting any employee because of membership or non-membership in MEG, or the exercise of employee rights as guaranteed under State and Federal law.

3.2 Access to Bargaining Units. Both parties agree that MEG shall have reasonable access to the bargaining unit employees. All MEG officials will be required to check with the Employee Relations Officer prior to visiting with the employees. MEG will make a good faith effort not to disrupt the normal operations of the Town. MEG will notify the Employee Relations Officer in writing within 30 days of any changes in its officers, stewards, mailing address or other information relating to employer-employee relations. If MEG has not made such appointment and notice as provided in the article, the Town will continue to communicate with the last known representatives.

## ARTICLE 4. TOWN RIGHTS:

4.1 The Town reserves, retains and is vested with any management rights not expressly granted to MEG by this agreement, including without limitation those rights set forth in the Town's Employer-Employee Relations Resolution.

## ARTICLE 5. AT-WILL EMPLOYMENT:

5.1 "At-will" employment is defined as any position that serves exclusively at the discretion of the Town Manager. Such positions will be designated "at-will" at the time of appointment. Any Department Head position hired after January 1, 1997, will be designated as an "at-will" position. "At-will" employees are free to attempt to negotiate severance pay from the Town Manager at the time of hire. All new positions of employment represented by MEG shall be "at-will".

5.2 Persons who are incumbent in the positions listed in Appendix "B", who are incumbents in such positions as of July 1, 2011, are "at-will" in those positions.

**ARTICLE 6. SALARIES:**

6.1 General Wage Increases. Each member shall receive a 2% annual wage increase for each year of this contract.

6.2 Stipend for y-rated employees. At the end of each fiscal year for the duration of this contract, employees who have been continuously y-rated for the previous July 1 through June 30 will receive a lump-sum payment equivalent to 2% of their regular salary for that same period. The stipend will be paid during the pay period that includes June 30. Employees eligible to receive a stipend who retired from the Town or promote to another Town position during the time period in which the employee is eligible for a stipend may have the stipend prorated.

6.3 Salary Upon Employment

(a) Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for that class.

(b) In exceptional cases, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon the decision of the Town Manager.

(c) The Town Manager may approve salary rates at steps above the lowest step in the range for a given class, so long as the rate is within the range for the class, in order to attract qualified candidates in competitive market circumstances.

6.4 Salary Upon Promotion

(a) Except as otherwise provided herein, any full-time or part-time employee who is promoted to a position of a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step rate of the appropriate range which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's step rate before promotion, but not less than the minimum salary range for the new class nor greater than the maximum salary of the new class.

(b) An employee who is promoted to a position that is not "at-will" will be considered for a merit increase after the successful completion of a probationary period. "At-will" employees

shall be considered for a merit increase after one year of the promotion. The date of promotion will be the new anniversary date for determination of all subsequent merit increases.

(c) In those cases where an employee has been placed in an acting capacity and is receiving acting pay, and subsequently is promoted to the position in which he or she was acting, the Town Manager may approve placement at a step in the range which would constitute an increase of salary most closely equivalent to five (5) percent above the rate paid to him or her while acting in the position, not to exceed the top step of the salary range.

6.5 Merit Advancement Within Salary Ranges

(a) Merit increases within a range will not be automatic. They will be based upon merit and will be made only upon written approval by the Town Manager.

(b) Salary upon advancement within the range: Each new employee will be considered for an initial merit increase upon successful completion of a probationary period. Employees will be considered for subsequent merit increases annually following the completion of the probationary period. This subsection does not apply to "at-will" employees.

(c) Probationary period. Except for "at-will" employees, all employees shall serve probationary periods pursuant to the Town's Personnel Policies.

(d) An employee who receives an overall score of 4.0 or lower on his or her annual performance evaluation shall be eligible for a one step increase, at the recommendation of his/her manager. An employee who receives an overall score of 4.01 or higher on his/her annual performance evaluation shall be eligible for a two step increase, at the recommendation of his/her manager.

6.6 Whenever a management employee is assigned, in writing by the Town Manager, to temporarily perform the duties and responsibilities of a higher classification, in which there is a vacant, budgeted position, for at least thirty (30) consecutive calendar days, beginning on the thirty-first (31$^{st}$) day and for the remaining period of the temporary assignment, the employee will receive additional compensation in the acting classification equal to ten percent (10%) above the employee's current salary. The Town Manager, in his or her sole discretion, may partially or fully waive the consecutive 30 day requirement. In no event shall such additional compensation be higher than the top step of the salary range, nor lower than the lowest step of the salary range, applicable to the higher class.

6.7 The Town will conduct a salary survey sometime during the last year of this MOU. The Town will share the results with MEG in order to discuss options in light of the survey outcome.

6.8 MEG employees are eligible to receive bilingual incentive (Spanish only) in the amount of $100 per month. Employees must qualify for the incentive by successfully completing an examination and otherwise meeting Town requirements.

## ARTICLE 7. PAY PERIODS:

7.1 All employees shall be paid at least bi-weekly.

## ARTICLE 8. HOURS OF WORK AND OVERTIME:

8.1 Management personnel shall not be limited to the normal workweek, but shall spend the time and hours that are necessary to complete the responsibilities of the individual positions. The Town shall endeavor to maintain sufficient trained staff to perform Town responsibilities and contracts. Management personnel are expected to supervise and in particular situations, fill in for Town staff. It is the intent of the Town to administer the management employees' workload in such a manner as to reduce the need for work time in excess of the normal workweek. Management employees are exempt employees and therefore not eligible for overtime or compensatory time accrual.

8.2 All full-time, regular Town employees shall take fifty (50) hours of unpaid mandatory time off (MTO) per year.

An employee's Department Head will determine whether the employee serves in a position that requires 24-hour or daily staffing.

All employees who hold positions that do not require 24-hour or daily staffing shall take thirty (30) hours MTO during the week of Thanksgiving, and thirty (20) hours MTO around the Christmas holiday. These employees will take MTO on the following days during the term of this MOU:

- 2013: November 25, 26, and 27 and December 23 and 26
- 2014: November 24, 25, and 26 and December 22 and 23

Employees who hold positions that require 24-hour or daily staffing will take 50 hours of MTO throughout the year. The 50 hours must be taken in two "blocks" of 30 or 20 hours per week.

The MTO pay reduction for FLSA exempt staff must be taken entirely during the pay period during which the MTO is taken. Non-exempt employees who choose to amortize the pay reduction must notify Human Resources by completing and submitting the MTO Amortization Request Form by July 1 of the prior fiscal year in which the reduction will be amortized.

Employees may use vacation, floating holidays, or management leave to cover furlough days. Employees may not use sick leave to cover furlough days.

## ARTICLE 9. HOLIDAYS:

9.1 The following days are recognized as paid holidays. Prior to January 1 of each year, the Town will post the specific dates for paid holidays in the upcoming calendar year.

(a) New Years Day – January 1
(b) Martin Luther King Jr. Day – Third Monday in January

(c) President's Birthday – Third Monday in February
(d) Memorial Day – Last Monday in May
(e) Independence Day – July 4
(f) Labor Day – First Monday in September
(g) Veterans' Day – November 11
(h) Thanksgiving Day – Fourth Thursday in November
(i) Day after Thanksgiving – Friday after Thanksgiving
(j) Day before Christmas - December 24
(k) Christmas Day – December 25
(l) Floating Holiday – At the start of every fiscal year, all full-time regular employees will receive one (1) ten (10) hour floating holiday. Employees who do not use their floating holiday hours prior to the end of the fiscal year will not receive any other time off or payment in lieu of these holidays. Provided the employee has exhausted all accrued sick leave, accrued floating holiday hours may be utilized for his/her absence on account of illness or injury.

9.1 As of July 1, 2013, holidays shall be 10 hour days instead of 8 hour days. Current leave banks will not be converted. Because of this change (from converting on an 8 hour basis to converting on a 10 hour basis) employees will no longer automatically receive two floating holidays each year.

9.2 Saturday holidays will be observed on Friday. Sunday holidays will be observed on Monday.

9.3 Effective one day after the start of employment, an employee shall be entitled to the provisions of this article.

9.4 Holidays which occur during an employee's vacation will be treated as a paid holiday rather than as a vacation day.

9.5 If a holiday falls on a non work day, it will be considered a floating holiday. These holidays will not carry over from year to year, and may not be cashed out upon an employee's departure from the Town.

## ARTICLE 10. VACATIONS:

10.1 Paid vacation shall consist of 120 hours after one (1) year of employment has been completed; 160 hours after four (4) years; and 200 hours after twelve (12) or more years of employment.

10.2 Vacation schedules shall be approved in advance by the employee's supervisor except in the case of Department Heads or other employees reporting directly to the Town Manager. In such case, the Town Manager shall approve all vacations.

10.3 Each employee who is separated from Town service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's regular hourly rate at the time of termination.

10.4 Employees shall have successfully completed a probationary period, if one is applicable, prior to using any vacation.

10.5 Vacation leave is intended to benefit the employee without adverse effect upon the Town. Every employee is encouraged to take his/her vacation leave during the year it is accrued. An employee may wish to accrue vacation leave for a specific future period. Such accrual and vacation plan must be approved by the Town Manager in advance. Any unreserved or unused vacation leave exceeding 160 hours days at the end of the calendar year will be paid with the next payroll.

## ARTICLE 11. MANAGEMENT LEAVE:

11.1 All members shall receive eighty (80) hours of management leave per fiscal year subject to the same standards and requirements as vacation. Management leave is limited to the current year and if it is not used by the end of the current fiscal year will be lost with no financial compensation or carryover to a future year.

Consistent with the Town's practice of awarding management leave, new employees who have worked six months or less in a MEG classification will be eligible to receive forty (40) hours of management leave, credited July 1.

## ARTICLE 12. SICK LEAVE:

12.1 Each employee shall earn and may accumulate sick leave as follows, with no maximum limit on sick leave accrual:

(a) Hours earned monthly – 10
(b) Hours earned annually – 120

12.2 As of July 1, 2013, employees shall begin accruing sick leave at a rate of ten (10) hours per month. Current leave banks, which may have been accrued at the rate of eight (8) hours per month, will not be converted.

12.3 Sick leave shall not be considered as a right that an employee may use at his or her discretion and shall be allowed only in the case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

12.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one (1) working hour.

12.5 Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury.

12.6 On taking sick leave time, employees shall notify their immediate supervisor either prior to or within one (1) hour after the start of a normal workday for the Town.

12.7 The Town may require a clearance from a doctor prior to permitting said employee to return to work.

12.8 Earned sick leave credits may, with the approval of the Town Manager, be used by the employee:

(a) During the employee's own incapacity due to illness or injury.
(b) During the time needed by the employee to undergo medical or dental treatment or examination.
(c) During maternity leave in which the employee or spouse is disabled due to the imminent or actual birth of a child.
(d) When it is necessary for an employee to care for a child, stepchild, spouse, or parent of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption who is ill, injured, needs medical care or accompaniment to a medical appointment.
(e) The Town may require appropriate written verification for sick leave usage.

12.9 Earned sick leave credits are terminated upon retirement or termination. An employee may select one of the following options regarding sick leave upon leaving employment with the Town:

(a) Upon retirement, one hundred percent (100%) of accrued sick leave may be used as PERS service credit.

(b) Upon retirement, resignation, or death of the employee, a lump sum payment of twenty percent (20%) of accrued sick leave. In circumstances of the death of the employee, the lump sum shall be paid to the employee's lawful beneficiary(ies).

12.10 In the event of a recognized job-related injury or illness, an employee may use accrued sick leave as provided in the Town's Personnel Policies.

12.11 The Town shall integrate paid sick leave with SDI benefits.

## ARTICLE 13. FAMILY MEDICAL LEAVE POLICY:

13.1 Employees are entitled to FMLA and CFRA leave pursuant to the Town's Personnel Policies.

## ARTICLE 14. BEREAVEMENT LEAVE AND CATASTROPHIC LEAVE:

14.1 The Town shall grant a leave of absence with pay up to three (3) 10-hour days where a member of the employee's or spouse's immediate family dies. In the event travel is required of more than 500 miles, employees may use up to an additional two (2) 10-hour days from their accumulated sick leave balance. For the purpose of this article, the immediate family of employee or spouse is defined as parent, current spouse, registered domestic partner, child, stepchild, grandparent, brother, sister, grandchild, current mother-in-law or current father-in-law.

14.2 The Catastrophic Leave Policy is designed to assist employees who have exhausted their paid time leave balances due to the serious illness, injury or condition of the employee or his/her extended family. This policy allows other employees to make donations of time to that employee so he/she can remain in paid status for a longer period of time, thus partially easing the financial impact of an illness or injury.

14.3 Conditions:

(a) The receiving employee must be a full-time regular employee who has successfully completed any required probationary period.

(b) The receiving employee or a member of his/her extended family must have sustained a life threatening or debilitating illness, injury or condition.

(c) The receiving employee must have exhausted all usable leave balances.

(d) The receiving employee must be prevented from returning to work for at least thirty (30) calendar days. The Town Manager may alter eligibility for this benefit on a case by case basis.

14.4 The donating employee may transfer sick leave, floating holiday leave, vacation leave or compensatory time earned on an hour for hour basis. A donating employee must retain at least 80 hours of vacation leave and 80 hours of sick leave, but may transfer all compensatory time earned or floating holiday time.

14.5 Donations must be made in one (1) hour increments.

14.6 Hours donated will be kept in pledge status until transferred. As needed, pledged hours shall be deducted from the donor's leave balance and transferred to the recipient's usable sick leave accrual in the order they were pledged. Once transferred, donations are irrevocable.

14.7 Total leave credits to a receiving employee shall not exceed three (3) months unless a longer period is approved by the Town Manager.

14.8 A donating employee terminating for any reason shall be paid for pledged vacation leave or compensatory time earned that has not yet been transferred to the receiving employee.

14.9 A receiving employee may use donated hours to supplement SDI/PFL benefits.

14.10 A receiving employee using donated hours will be treated as in paid status but will not accrue vacation or sick leave.

14.11 Use of donated leave time shall apply toward time in service and benefits in the same manner as when the employee is on paid sick leave.

14.12 Donated leave time shall be paid at the receiving employee's current rate of pay and will be subject to the recipient's normal payroll deductions.

14.13 Participation by a receiving employee will continue until all donated leave balances are exhausted, and the employee returns to work or the receiving employee terminates employment.

14.14 Procedures:

(a) An Application for Catastrophic Leave must be completed by the receiving employee or the receiving employee's supervisor and approved by the receiving employee's Department Head. The Department Head may require a medical verification. The form will then be routed to the Human Resources Manager.

(b) A Donation Pledge form must be completed by each donating employee and approved by the receiving employee's Department Head. The form will then be routed to the Human Resources Manager.

(c) The Human Resources Manager will administer the donation and use of time credits.

14.15 Definitions:

(a) Catastrophic – a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged non-industrial illness or injury, which is estimated to last for at least thirty (30) calendar days.

(b) Pledged Hours – sick leave or vacation leave, which one employee agrees to give to another employee to use for catastrophic leave.

(c) Donated Hours – pledged sick leave or vacation leave, which has been used by the recipient.

(d) Usable Hours – sick leave or vacation leave, which has been transferred to an employee and is available for use.

(e) Extended Family – for purposes of this policy the definition of extended family shall correspond at all times with the sick leave policy in the receiving employee's Memorandum of Understanding.

## ARTICLE 15. JURY DUTY:

It is the policy of the Town that employees are encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the Town any and all fees which the employee may receive in payment for service as a juror.

An employee shall notify his/her supervisor of a potential call to jury duty and keep the supervisor informed of reporting requirements.

During his/her regularly scheduled work day, an employee will report to work for all periods which are not required for travel, lunch break or jury service. Such times are generally before jury service begins for the day and after jury service is completed for the day.

An employee who has reported for jury duty shall request a certification from the courtroom clerk showing dates and times of service. This form shall be turned in to the employee's supervisor to be forwarded to Human Resources.

All hours spent in jury service or travel to and from the court should be reported on the employee's timesheet as jury duty.

Jury duty on an employee's non-scheduled workday will not be compensated by the Town.

Employees shall pay any fees received for jury duty to the Town, except for mileage reimbursement.

## ARTICLE 16. EDUCATIONAL DEVELOPMENT AND REIMBURSEMENT FOR BUSINESS EXPENSE:

16.1 The Town will reimburse an employee for the cost of enrollment and related textbooks upon the successful completion of a vocational, high school, junior college and/or university course, subject to approval in advance and up to a maximum of $1,000 per fiscal year per employee. Approval will be contingent upon said course being in some way related to the Town work and the receipt of a passing and/or "C" grade, whichever is relevant. Further this will be in addition to any approved seminar attendance. In special circumstances and with adequate security, the Town Manager may authorize pre-payment of said expenses subject to a written agreement for repayment if the required conditions are not met. Additional educational reimbursement or training beyond the $1,000 annual limit may be approved by the Town Manager on a case-by-case basis.

16.2 Any employee required or authorized to travel in the performance of his/her duties shall be compensated for necessary traveling expenses pursuant to the Town's travel reimbursement policy.

16.3 An employee who is authorized to use a private motor vehicle for travel required in the performance of official duty, shall be reimbursed at the mileage rate established by the United States Internal Revenue Service (IRS) provided the employee maintains the minimum standards for automobile insurance required by the Town.

## ARTICLE 17. PROFESSIONAL DEVELOPMENT:

17.1 The Town will allow $1,000 per fiscal year for each management employee to be used for career or professional development. All uses of professional development must be approved in advance by the Town Manager. Examples of appropriate uses include:

(a) Books, textbooks, journals, and membership dues to professional organizations.
(b) Reimbursement for membership dues to an organization that provides organized programs of a structure nature (physical exercise, cardiovascular or weight reduction). Employees may utilize payroll deductions for payment of monthly membership dues to the organizations described in this article.
(c) Professional conferences and training seminars related to Town employment.
(d) Up to $400 may be used toward purchase of electronic devices (hardware only) actually used in the course of work.

## ARTICLE 18. WORKING UNIFORMS:

18.1 Uniforms shall be provided by the Town for use by management employees to wear when performing subordinate duties of a position that would normally be provided working uniforms by the Town.

## ARTICLE 19. RETIREMENT:

19.1 The Town provides retirement benefits for all regular, full-time employees through the California Public Employees' Retirement System (CalPERS).

19.2 All current and new employees are subject to the PERS plans in accordance with the California Public Employees Pension Reform Act of 2013 (PEPRA). Accordingly, all new employees hired on or after July 1, 2013, who are considered "new members" under the PEPRA shall be in the 2% at 62 CalPERS retirement formula, as described in PEPRA. In addition, in lieu of the benefit described below, "new members" shall pay at least 50% of the normal cost of their pension benefit.

19.3 For all current employees, and "classic" members, as defined by the PEPRA, the Town shall pay the employer contribution to CalPERS. Employees shall contribute 3% of the employee contribution to PERS. Plan elements are provided below:

(a) CalPERS credit of 2% per year of PERS membership at age 55.
(b) No Social Security coordination.
(c) 1957 Survivor's Benefits.
(d) 1959 Fourth Level Survivor's Benefits.
(e) Final Compensation determined as highest twelve (12) consecutive months of CalPERS membership.
(f) Ordinary Disability Retirement.
(g) Unused Sick Leave accumulation credit.
(h) Two percent (2%) maximum annual cost-of-living allowance after retirement.
(i) Pre-retirement death benefit of total contribution plus interest earned return to survivor plus one (1) month's pay for each year in the retirement system up to six (6) years.
(j) Post-retirement death benefit of $500 (in addition to normal retirement benefits).
(k) Termination of Service – may receive a refund of member's contributions.
(l) Military Service Credit as Public Service.

19.4 Town shall treat employee contribution to the California Public Employees' Retirement System as employer contribution for Federal and State tax purposes only. The procedure is in compliance with Section 414(h)(2) of the Internal Revenue Code (IRC) and the State of California Revenue and Taxation Code Section 17501.

19.5 For all current employees, effective January 1, 2015, the Town will discontinue reporting the value of the Employer Paid Member Contribution (EPMC) to CalPERS as special compensation. For all employees hired after July 1, 2013, the Town will not report the value of the EPMC to CalPERS as special compensation.

## ARTICLE 20. DEFERRED COMPENSATION PLANS:

20.1 Employees may participate on a voluntary basis in any deferred compensation plans offered by the Town. Any contributions made by employees to any deferred compensation plan offered by the Town must be made through employee payroll deductions, using forms approved by the Town.

20.2 The Town will make available to its employees an IRC Section 125 flexible spending account plan during the term of this MOU.

## ARTICLE 21. INSURANCES:

21.1 The Town shall provide each full-time employee with the following insurances at the levels described below: medical plan; dental plan; vision plan; life insurance; long term disability; supplemental health insurance.

21.2 Medical Plan

(a) Effective July 1, 2013, the Town pays $606.82 for each Town employee who has Anthem/Blue Cross single coverage; $667.20 for each Town employee who has Kaiser single coverage; $1,210.65 for each Town employee plus one dependant; and $1,547.48 for each Town employee plus family. Beginning July 1, 2014, regardless of increases in provider costs, the Town will contribute a maximum of:

| | |
|---|---|
| Single Anthem/ Blue Cross: | $677.51 |
| Single Kaiser: | $733.92 |
| Employee + One Dependant: | $1,331.72 |
| Family: | $1,702.23 |

Regardless of increases in provider costs, the Town contribution shall never exceed 95% of the lowest cost plan for employee plus one dependant or 85% of the lowest cost plan for family coverage.

(b) As of June 2013, the Town offers coverage through Kaiser and Anthem/ Blue Cross (through the Redwood Empire Municipal Insurance Fund, known as REMIF). The Town will use best efforts to ensure that employees continue to receive substantially comparable coverage during the term of this MOU, and will consult with MEG upon request relative to this issue.

(c) In-lieu benefit. Effective July 1, 2013, the Town will make a $350 monthly payment, or a contribution to one 457 plan, of the Town's choosing, to all employees who choose to opt out of Town medical coverage. The employee must provide proof of other coverage in order to be eligible for this benefit. Other coverage must meet the minimum requirements of the Affordable Care Act, as determined by the Town.

21.3 Dental Plan

(a) During the term of this MOU, the Town will make the following contributions toward premiums for the Town's dental plan: 100%

(b) As of June 2013, the Town offers Delta Dental through REMIF. If the Town changes from Delta Dental, the Town will notify MEG. The Town will use best efforts to ensure that employees continue to receive substantially comparable coverage to Delta Dental during the term of this MOU, and will consult with MEG upon request relative to this issue.

21.4 Vision Plan. During the term of this MOU, the Town will contribute 100% of the premium for Vision Service Plan made available by the Town. If not covered by the plan, safety glasses will also be provided to all maintenance and operations personnel.

21.5 Life Insurance. During the term of this MOU, the Town will provide a plan with $100,000 lump sum death benefit. On a voluntary basis, employees may purchase additional life insurance coverage beyond the $100,000 lump sum death benefit provided by the Town using the Town's group plan. The premium for additional life insurance coverage shall be paid through employee payroll deductions.

21.6 Long Term Disability. During the term of this MOU, the Town will continue to pay the entire premium for long term disability insurance coverage for employees.

21.7 Supplemental Health. During the term of this MOU, on a voluntary basis employees may choose to purchase supplemental health, disability, life and other insurance from the American Family Life Assurance Company of Columbus (AFLAC), or other company authorized by the Town (hereafter "Insurance Company"). All of the costs to obtain supplemental insurances will be paid by the employee, with no financial contribution from the Town. Premiums and any other charges for supplemental insurances will be paid by individual employees through payroll deductions, on forms approved by the Town and submitted to the Town Manager or designee. This voluntary payroll deduction shall remain in effect until the employment with the Town is terminated or a written authorization, modification or cancellation is received by the Town Manager or designee. The Town agrees to make payments to the Insurance Company of the specific amount deducted and withheld as authorized in writing by the employee. This deduction will be made only if the employee's earnings are sufficient and after all other required deductions are made. All other required deductions have priority over the supplemental health insurance premium deductions. The Town shall not be responsible or liable for any claims, demands, lawsuits or any other action initiated against the Town by the employee or the Insurance Company regarding such supplemental insurances; but the Town will provide

information on payments made to the Insurance Company on behalf of an employee if requested in writing by either party to resolve a dispute over payments of premiums.

21.8 Retirement Health Savings Account. During the term of this MOU, the Town will meet with MEG to attempt to make available a Retirement Health Savings Account ("RHSA") plan available to employees. The parties will explore whether contributions may be made by employees on a voluntary basis to such plan.

21.9 Flexible Spending Account. During the term of this MOU, the Town will make available a Flexible Spending Account Program (IRC Section 125). Contributions may be made by employees on a voluntary basis to such program. The Town currently absorbs the monthly administration fee for this benefit.

21.10 Miscellaneous. During the term of this MOU, the Town shall continue to provide coverages that are the same or substantially equivalent to those described above, provided such coverages continue to be available.

## ARTICLE 22. DRUG-FREE WORKPLACE POLICY:

22.1 All employees are subject to the Town's drug free workplace policy contained in the Town's Personnel Policies.

## ARTICLE 23. DISCIPLINARY PROCEDURES

23.1 "Permanent" Employees. Regular, full-time employees who have completed their probationary period may be disciplined for good cause pursuant to the Town's Personnel Policies.

23.2 "At-Will" Employees. Employees holding positions designated "at-will" may be subject to discipline, or termination of employment, with or without just cause pursuant to the Town's Personnel Policies.

23.3 "Probationary" Employees. Employees in probationary status may be subject to discipline or termination of employment, with or without just cause pursuant to the Town's Personnel Policies.

## ARTICLE 24. GRIEVANCE PROCEDURE:

Definition. A grievance shall be defined as any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding the interpretation of ordinances, resolutions, rules and regulations and other policies adopted by the Town.

24.1 Processing. A grievance shall be processed as follows:

(a) All grievances must be initiated by the affected employee(s) ("grievant(s)") within fifteen (15) days from the date of the action or occurrence giving rise to the grievance

or within fifteen (15) days of when the grievant knew or could have reasonably discovered such action or occurrence.

(b) Time limits specified in each step of the grievance procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

(c) Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the person to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

(d) All references to "days" are to calendar days.

24.2 Steps of Grievance Procedure

(a) Step One: The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance. The immediate supervisor shall respond within seven (7) days.

(b) Step Two: In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the immediate supervisor, within seven (7) days after receipt of the immediate supervisor's response at Step One. The written grievance shall:

(1) Fully describe the grievance and how the employee was adversely affected by the Town;
(2) Set forth the section(s) of this MOU allegedly violated;
(3) Indicate the date(s) of the incidents(s) grieved; and
(4) Specify the remedy or solution to the grievance sought by the employee.

The immediate supervisor shall respond to the written grievance in writing within seven (7) days of receipt date of the written grievance. The written response shall include a statement of the immediate supervisor's position and the facts upon which it is based and the remedy or correction which has been offered, if any.

(c) Step Three: If the grievant is not satisfied with the response at Step Two, the grievant may, in writing, appeal the decision to the next level supervisor within seven (7) days of the date of the written response at Step Two.

Within five days after receipt of the appeal, the next level supervisor shall meet with the employee and they shall thoroughly discuss the grievance. The next level supervisor shall provide his/her decision in writing within fifteen (15) days after the meeting.

(d) Step Four: If the grievant is not satisfied with the response at Step Three, the grievant may, in writing, appeal the decision to the Department Head within seven (7) days of the date of the written response at Step Three.

Within five days after receipt of the appeal, the Department Head shall meet with the employee and they shall thoroughly discuss the grievance. The Department Head shall provide his/her decision in writing within fifteen (15) days after the meeting.

(e) Step Five: If the grievant is not satisfied with the response at Step Four, the grievant may appeal the decision to the Town Manager. Such appeal must be filed in writing with the Town Manager within ten (10) days of the date of the Step Four decision. The Town Manager shall provide his/her decision in writing within fifteen (15) days. The Town Manager may convene a meeting, or address the issue based on the written submission of the grievant. The Town Manager's decision shall be final.

24.3 Miscellaneous. All grievances which involve the payment of compensation shall be filed in writing. No adjustment of compensation shall be retroactive for more than sixty (60) days from the date of filing such grievance.

## ARTICLE 25. NO STRIKE AND NO LOCKOUT:

25.1 During the period of this agreement, there shall be no strikes, work stoppages, slowdowns, picketing or similar disruptions in the operations of the Town's facilities either by MEG or the employees.

25.2 No officer or representative of MEG shall authorize, instigate or condone any strikes against the Town while this agreement remains in effect.

25.3 There shall be no lockouts during the term of this agreement by the Town.

25.4 The Town shall be under no obligation to bargain with MEG concerning employees who go on strike or concerning the subject of any strike so long as the strike continues during the term of this agreement.

25.5 MEG understands and agrees that it shall be liable for damages, including reasonable attorney's fees and court costs in the event of any unauthorized strike, work stoppage, slowdown, picketing or similar interference with operations of the Town which has been authorized and/or condoned by MEG and which occur during the life of this agreement.

## ARTICLE 26. SEVERABILITY AND FLSA SAVINGS:

26.1 Should any part of this agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portion of this agreement.

26.2 This MOU shall be interpreted to comply with the minimum requirements of the Fair Labor Standards Act (FLSA).

26.3 The Town and MEG believe that this MOU, and all of the Town's related pay practices, comport with the requirements of the FLSA. However, in the event any person initiates

litigation claiming that the MOU contains a provision that does not comply with the FLSA, the Town may require a reopener regarding the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

**ARTICLE 27. MISCELLANEOUS**

27.1 Leave usages shall be subject to restrictions contained in the Town's Personnel Policies.

**ARTICLE 28. TERM OF AGREEMENT:**

28.1 This agreement shall become effective when adopted by the Town Council, and shall continue in full force and effect through June 30, 2015.

The parties affix their signatures below as constituting mutual agreement and acceptance of this Memorandum of Understanding effective July 1, 2013. This Memorandum of Understanding is contingent upon approval by the Town Council. Upon its adoption by the Town Council, this MOU will become binding.

On behalf of
Town of Windsor:

Linda Kelly
Town Manager

Town of Windsor
Management Employees Group (MEG):

Steve Pantazes
President

## APPENDIX "A"

### Job Classifications Represented by the Town of Windsor Management Group (MEG)

Accounting Supervisor
Assistant Engineer
Associate Civil Engineer
Associate Planner
Building Official
Finance Manager
Management Analyst
Parks & Facilities Division Manager
Principal Civil Engineer
Public Works Manager
Recreation Program Manager
Recreation Program Supervisor
Senior Civil Engineer
Senior Management Analyst
Senior Planner
Water Conservation Program Coordinator

## APPENDIX "B"

### Positions with Incumbents not "At-Will" as of July 1, 2011*

Management Analyst (assigned to Public Works Department)

*Note: Status of incumbent will change upon promotion.

**INSERT TOWN COUNCIL RESOLUTION NO. ___**

2093565.1