

RESOLUTION NO. 6259 – 2019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING AND
ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING (MOU) WITH
SEBASTOPOL POLICE OFFICERS ASSOCIATION
FOR JULY 1, 2019 THROUGH JUNE 30, 2022

WHEREAS, the City of Sebastopol maintains Memorandums of Understanding (MOU's) with its various employee groups; and

WHEREAS, any changes to a Memorandum of Understanding need to be approved by the City and the respective employee group; and

WHEREAS, on July 16, 2019, the Sebastopol Police Officers Association (SPOA) MOU came before the City Council for approval; and

WHEREAS, since then the SPOA and the City came back to the table for further discussion and clarification of the work hours due to the recent implementation of a bi-weekly payroll cycle and to include the bargaining unit composition provision; and

WHEREAS, the SPOA Employees have met and conferred in good faith and have agreed to the attached revised Comprehensive Memorandum of Understanding

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sebastopol hereby approves the July 1, 2019 through June 30, 2022 Memorandum of Understanding with the Sebastopol Police Officers Association Employees.

IN COUNCIL DULY ADOPTED this 3rd day of September, 2019.

VOTE:

AYES: Councilmembers Carnacchi, Glass, Gurney, Vice Mayor Slayter and Mayor Hinton
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED: _____


Mayor Neysa Hinton

ATTEST: _____


Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____


Larry McLaughlin, City Attorney

**Memorandum of Understanding
Between the City of Sebastopol and the
Sebastopol Police Officers' Association**

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**Memorandum of Understanding
Between the City of Sebastopol
and the Sebastopol Police
Officers Association**

The Sebastopol Police Officers' Association, hereinafter referred to as the SPOA and representatives of the Sebastopol City Council, hereinafter referred to as CITY, have met and conferred in good faith regarding terms and conditions of employment for the employees in the Union. Throughout the Meet and Confer process, both parties have exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to the employer-employee relations of such employees.

This Memorandum of Understanding (MOU) refers to that unit of employees within the Sebastopol Police Department. SPOA and the City agree to the following terms and conditions as confirmed in this MOU

I) TERM OF AGREEMENT

The term of this three-year agreement will be from July 1, 2019 through June 30, 2022.

II) CITY RIGHTS

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein include, but are not limited to, the following, subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

Should the City desire to exercise any of these rights, it shall give the Association advance, written, notice of its intentions thereof and shall afford the Association the opportunity to meet and confer

on the impact of the exercise of such rights upon represented employees before the decision is implemented to the extent required by law.

A) Employee Rights

Employees shall be free to participate in Association activities described in Government Code Section 3500, et seq, except those precluded by this agreement, without interference, intimidation or discrimination in accordance with State Law and City Policies, Rules and Regulations.

III) WAGES PROVISION

- Year 1: Effective July 1, 2019
 3% increase to base salary for all SPOA members.
 A \$1,000 one-time non-PERSable cash payment on July 9, 2019.
- Year 2: Effective July 1, 2020
 3% increase to base salary for all SPOA members.
- Year 3: Effective July 1, 2021
 3% increase to base salary for all SPOA members.

IV) WORK CONDITIONS & HOURS

- A) For sworn personnel, the City and the SPOA have designated a 28-day work period for the purposes exemption under Section 7(k) of the Federal Labor Standards Act. FLSA overtime at the regular rate of pay is not incurred until hours worked in the period exceed 171 hours. Work in accordance with such work shifts shall not be considered FLSA overtime.
- B) A regular shift for employees in this unit is ten (10) hours. Regular employees will be compensated at the overtime rate for time worked in excess of their regularly assigned work schedule and for time worked on a regularly scheduled day off.
- C) Overtime pay for this unit will be paid at time and one-half of the base rate of pay including incentive pay.
- D) An employee's work schedule will not be changed without seven (7) calendar days advance, written notice. Emails may serve as written notice. Exceptions may be made in emergency situations or in response to unforeseen illness in the department. In such cases, the employee will have the option of either adjusting their schedule, if there is sufficient coverage and with supervisor approval, or being compensated at the overtime rate for hours worked in excess of her /his normal shift. For purposes of this section "emergency" is defined as sudden, unplanned event requiring a police response.

During the term of this MOU, all members of the bargaining unit will be assigned to work a four/ten (4/10) work schedule.

The SPOA and the City agree to guarantee all employees a schedule of 40 hours of straight time each work week. To receive 40 hours of pay, employees must either work the 40

hours or supplement their worked time by using accrual balances. Employees with accrual balances of 20 hours or less may request approval for leave without pay. The City and the SPOA will meet in good faith over the next 30 days to come up with alternative scheduling options that will mitigate inconsistencies in weekly pay schedule hours and operational concerns related to leave management and periodic schedule bidding and changes.

V) PAYROLL/TIMEKEEPING/INCENTIVE COMPENSATION

A) Off-Duty Hours/Call-Out Pay:

An employee of the Police Department on off-duty hours who is required to return to work on behalf of the Police Department, shall be paid a minimum of three (3) hours at the overtime rate.

B) On Call Pay:

When an officer or employee of the Police Department is required to be on call, during otherwise off-duty times, for District Attorney's office or Court, awaiting word to come to the Court to testify, the City shall compensate the officer or employee for a minimum of three (3) hours compensation at the straight time rate, or hour for hour, whichever is greater.

C) Court Time:

Employees responding to Court for an appearance shall receive a minimum of three (3) hours compensation at the overtime rate, or at the overtime rate hour for hour after three (3) hours, excluding a one (1) hour unpaid meal break, whichever is greater. If court appearance is cancelled with less than twenty-four (24) hours of notice, employee is paid the minimum three (3) hours compensation at the overtime rate.

D) Field Training Officers Incentive Pay:

For an officer or dispatch trainer, having completed a POST certified training course for the position of Field Training Officer, (FTO) and assigned by the Police Chief to train new employees, an additional 5% of base rate of pay will be authorized during the hours such FTO is providing field training to other personnel of the Sebastopol Police Department. It shall be the responsibility of the FTO to note the beginning and end of the training periods for which the added pay is authorized and to have such time noted in the FTO's time sheet and Personnel Form.

E) K9 Handler Incentive Pay:

Upon assignment by the Chief of Police as the Department's "K-9 Handler", an incentive pay of 5% of the officer's base rate of pay will be applied effective the first full pay period after assignment as a K-9 Handler. The K-9 handler shall receive one-half (.5) hour of overtime compensation each day for the feeding, care, and exercise of the K-9.

The City shall reimburse the K-9 Handler for the reasonable cost of food for the canine upon presentation of receipts at a rate to conform to the annual amount budgeted for such care by

City Council. Costs for veterinary care and canine equipment shall be approved by the Chief of Police before being paid by City.

F) Bilingual Incentive pay:

- 1) Any regular, full time employee who is certified bilingual in Spanish shall receive an additional compensation at the rate of \$57.69 per 14-day pay period. Any employee who is certified as fluent in Spanish shall receive an additional compensation at the rate of \$80.77 per 14-day pay period. Bilingual is defined as being able to understand and speak the Spanish language. Fluent is defined as being able to understand, speak and write in the Spanish language. Qualification for this extra compensation must be proved by certification. The City and the SPOA will mutually agree on a third-party vendor to certify candidates at either the basic or fluent levels initially and every five years thereafter. The City may waive this certification requirement if it is otherwise satisfied as to the bilingual qualifications of the employee.
- 2) Employees receiving bilingual incentive pay may be tested for re-certification on an annual basis, provided, however, that no employee shall be eligible for re-certification while on disability leave, sick leave or limited duty status and payment of such bilingual incentive compensation will not be resumed until the employee returns to full-time duty.

G) Relief Shift Pay:

For an officer assigned to a relief shift as their regularly scheduled shift, they will be paid an additional 5.0% pay differential applied to the employee's base rate of pay for the period of time they are assigned and scheduled to work the relief shift.

H) Graveyard Shift Pay:

All members of this unit in this bargaining unit who are regularly assigned to and scheduled to work the graveyard shift will receive a 4.0% pay differential on the employee's base rate of pay.

I) Longevity Pay:

Regular full-time employees are entitled to an additional 2% of the base rate of pay after eight (8) years of full-time service with the City. After 15 years of full-time service to the City, a regular full-time employee will receive a total of 4% increase of base rate of pay. After 20 years of full-time service an additional 2% is added to base rate of pay for a total of 6% longevity premium. Part-time prior service may be counted on a pro-rata basis.

J) Educational Incentive Pay:

- 1) For the position of Dispatcher, completion of five (5) years of service with the City and possession of a CLETS/NCIC certificate will entitle the employee to a 5.5% increase over base rate of pay. Completion of ten (10) years of service with the City and possession of a POST Trainer Certificate will entitle the employee to an additional 5.5% pay increase over their base rate of pay for a total of 11%. Increases are subject to the prior

recommendation of the Police Chief, and approval of the City Manager. The total education incentive for dispatchers shall not exceed 11% over base rate of pay.

- 2) Sworn officers of the SPOA who possess a POST Intermediate certificate will receive a 1.5% increase over base pay provided the officer has been employed for at least one (1) year with the City.
- 3) Sworn officers who obtain their POST Advanced certificate will be paid a 5.5% increase on base rate of pay provided the officer has been employed for at least one (1) year with the City. The Intermediate and Advanced certificate pay percentages are cumulative for a total of 7.0% increase over base pay for officers possessing both certificates.

K) Compensatory Time

Effective July 2, 2019, employee elected cash buy back of compensatory time accrual balances will no longer be allowed. Compensatory time will be capped at 120 hours. Any employees with accrual balances greater than 120 hours after July 2, 2019 will be paid for the balance above the cap of 120 hours in the second pay period in August 2019 on a separate check.

VI) SALARY RATES & COMPENSATION PLAN

A) Posted Salary Ranges:

All salary ranges are posted on the City's website and shall be incorporated into this MOU by reference.

B) Advances in Pay Schedule:

Employees become eligible for advancement in salary range steps every twelve months. Advancement is dependent on successful and sustained demonstration of skill in the duties of the position and a satisfactory or better overall evaluation score. Step advancements are not guaranteed.

VII) INSURANCE COVERAGES

A) Health Care Payment Calculation for Part-Time Employees:

For all health benefits listed below where the City pays the full premium for employees, part-time employees that are benefitted will be required to pay a proportion equal to the proportional difference between the part-time employee's regular schedule and that of a full-time employee. For example, an employee who works 90% of the hours a full-time employee regularly works will pay 10% of the health benefit premium amount paid by the City.

B) Vision Care:

The City will provide vision insurance, without premium cost to the employee, for full-time regular employees and any eligible dependents.

C) Dental Insurance:

The City will provide dental insurance, without premium cost to the employee, for full-time regular employees and any eligible dependents.

D) Life Insurance:

- 1) City provides life insurance coverage for full-time regular employees in the SPOA unit.
- 2) The insurance is a "term" type of coverage and the policy terminates coverage when the employee retires or leaves employment with the City.
- 3) SPOA members have a benefit level of \$50,000 in life insurance coverage.

E) Health Insurance:

- A. The City Kaiser HMO plan will be provided without premium cost to the employee, for full-time regular employees and any eligible dependents.
- B. The REMIF Anthem/Blue Cross Plan shall continue to be an option for full-time regular employees and any eligible dependents. Any premium difference between the Kaiser HMO Plan and the Blue Shield plan shall be paid by the employee.
- C. Part-time employees will pay a share of the City's cost of premium that is equal to the proportional difference between the part-time employee's regular schedule and that of a full-time employee. For instance, a part-time employee working 90% of the hours regularly schedule for a full-time employee will pay 10% of the City's portion of premium cost (the cost of the City Kaiser HMO plan premium).

F) Health Insurance in Lieu Benefit:

- (a) For an employee who can provide the City with proof of medical insurance and who chooses not to participate in the City sponsored health insurance plan, the City agrees to pay an in-lieu amount based upon the following schedule:

Coverage	In Lieu & Salary Benefit
Full Family	20% of City "family" medical contribution
Employee + 1	20% of City "Employee +1" medical contribution
Employee only	20% of City "Employee only" medical contribution

- (b) An employee who has chosen to receive the aforementioned monthly stipend in lieu of receiving health insurance coverage may elect at the annual open enrollment period in June, to again be covered under the City sponsored health insurance plan. No employee will be entitled to receive both health insurance coverage from the City and the "in lieu" payment.

- (c) Health Plan - Upon request by SPOA, the City agrees to review and discuss the potential for alternative health plans to control costs of health plan premiums. Implementation of an alternative health plan for this bargaining unit will require mutual agreement of both parties and be subject to no increases in current or future costs to the City for premiums paid on behalf of active or retired employees.
- (d) In lieu payments for part-time employees will be prorated the proportional difference between the part-time employee's regular schedule and that of a full-time employee. For instance, a part-time employee working 90% of the hours regularly schedule for a full-time employee will receive 90% of the current in lieu benefit of a full-time employee.

G) LTD Insurance Coverage:

The City offers long term disability (LTD) coverage through Myers-Stevens & Co., Inc. Payment of this premium will be deducted from the SPOA member's wages. The City agrees to add this same amount to the employee's gross monthly pay. The City further agrees to pay for any increases in this premium as long as it does not exceed the cost of the City sponsored LTD program.

VIII) LEAVE BENEFITS

A) SPOA Leave Bank:

Any unit member may donate up to a maximum of ten (10) hours annually of either vacation time or accumulated compensatory time off to a Leave Bank for the exclusive use of the Association. All such donations shall be with the written authorization of the unit member and shall be in hourly increments.

B) Cash in Lieu of Vacation Time Off:

City employees may elect cash in lieu of vacation leave accrual subject to the following limitations:

- 1) In compliance with IRS regulations, employees must make an **irrevocable** election to receive a cash payment in lieu of vacation leave hours prior to accruing those hours.

Employees must submit an irrevocable election form to the Finance Department no later than December 31 of the year prior to the year in which the vacation leave will be accrued and paid out.
- 2) Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31st of the calendar year prior to the distribution to be eligible to request a cash-in-lieu payment. Employees with more than 80 hours, but less than 100 hours accrued vacation time on the books as of December 31st of the calendar year prior to the distribution may apply to the City Manager for approval of a cash-in-lieu benefit for hours in excess of 80 hours.
- 3) Employees may request a cash in lieu payment for up to 80 hours of vacation in any calendar year.

- 4) Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request. The City finance department will cash out the requested hours no sooner than the pay period following the accrual of the entire number of requested hours sold. For example, a full-time employee accruing eighty (80) hours of vacation leave per year accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year. The amount of vacation cash-out is limited to the amount of vacation leave accrued during the calendar year.

C) Use of Leave Reference Table

Employees are required to use accrued leaves before a leave of absence without pay as shown in the following table:

TYPE OF LEAVE	Amount Must Use Before Leave Without Pay	Required or Optional
During the employee's own incapacity due to illness or injury.	Required. You may keep 20 hours.	Optional after use of sick leave down to 20 hours.
During the time needed by the employee to undergo medical or dental treatment or examination.	Required. You may keep 20 hours.	Optional after use of sick leave down to 20 hours.
When a woman employee is disabled by pregnancy	Required. You may keep 20 hours.	Optional after use of sick leave down to 20 hours.
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her; or for care, exam, or treatment of a family member*	Required. You may keep 20 hours.	Required after sick leave.
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	N/A	Optional
Stipend Education Leave	N/A	Optional
Approved undisclosed reason or extended vacation	N/A	Optional

* In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

****Family and Medical Leave Act (FMLA) / California Family Rights Act (CFRA).**

D) Vacation:

SPOA employees shall accrue paid vacation time as described in the Personnel Resolution.

0 through 4 years	10 working hours per month (4.6154 hrs./pay period)
5 through 10 years	12 working hours per month (5.5385 hrs./pay period)
11 through 20 years	16 working hours per month (7.3846 hrs./pay period)
21 years and over	20 working hours per month (9.2308 hrs./pay period)

Employees' total vacation hours in this unit shall have a maximum of twice the annual accrual amount, with an absolute maximum of 400 hours for an employee.

E) Sick Leave:

- 1) Effective July 2, 2019 all City employees who are not covered by paragraph 2. below or who have elected to convert from a "legacy program" to this current benefit, will accrue sick leave, without limit, at the rate of 10 hours per calendar month (4.6154 per pay period). Any unused sick leave is converted to additional service credit if the employee retires within 120 days of separation from employment. Eight hours of sick leave equals one day (.004 of a year of service). It takes 250 eight-hour days of sick leave to receive one year of service credit (.004 x 250 = 1 year).
- 2) Any SPOA employee currently enrolled in a "legacy program" for sick leave will be allowed to continue in that program and will retain all sick leave caps and procedures associated with the legacy program they are currently enrolled in or associated with as of July 2, 2019. SPOA employees who are enrolled in a legacy program may, at any time, make a one-time irrevocable decision to convert to the sick leave benefit for current employees as described in paragraph 1. Upon decision to convert, legacy program caps for sick leave accruals will be lifted.

F) Holidays:

- 1) City will grant holiday time off to all employees on the holidays listed below:
 - a) New Year's Day- January 1st
 - b) Martin Luther King's Birthday - third Monday in January
 - c) Lincoln's Birthday – February 12th
 - d) President's Day - third Monday in February
 - e) Caesar Chavez Day – March 31st
 - f) Memorial Day - last Monday in May
 - g) Independence Day - July 4th

- h) Labor Day - first Monday in September
- i) Veteran's Day - November 11th
- j) Wednesday before Thanksgiving – fourth Wednesday in November
- k) Thanksgiving - fourth Thursday in November
- l) Christmas Eve – December 24th
- m) Christmas Day - December 25th
- n) New Year's Eve, December 31st

2) Holiday Overtime Pay:

The Department has adopted a policy which requires all regular department employees (except administrative personnel) to adopt a work schedule without regard to when holidays occur. Each regular employee therefore granted ten (10) hours of pay at the overtime rate (1.5) for each holiday. Employees must be in a working status, or approved vacation, CTO or sick leave to be eligible for that portion of holiday overtime pay. An employee on 4850 salary continuation, family medical leave, long term disability or other extended leave does not qualify for holiday overtime pay but where required by law, will be paid straight time for holidays that occur during their approved and protected medical leave.

SPOA members who are required to work on a City Holiday, will be allowed the option to convert the Holiday overtime to compensatory time that can then be utilized by the employee with the approval of the department management.

G) Paternity Leave:

Upon approval of the department head, leave may be granted to an employee, whose spouse or domestic partner, as defined by Federal and State law, is expecting the birth of a child, for up to 5 days with pay. Such leave shall be in addition to any earned, sick leave or vacation time.

IX) RETIREMENT:

A. CalPERS Retirement

The City's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to June 30, 2012 shall receive the following PERS benefits.
 - a) Safety
 - PERS 3% @ 50 retirement formula
 - Employee shall pay 12% of the member contribution

b) Miscellaneous

- 2% @55 retirement formula
- Single highest year compensation
- Employee shall pay 8% of the member contribution

2. Tier 2 - New members, as defined by PERS, hired on or after January 1, 2013, shall receive the following PERS benefits.

a) Safety

- 2.7% @ age 57 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of normal cost as determined by CalPERS

b) Miscellaneous

- 2% @ age 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Retiree Health Insurance:

1. For Employees hired prior to July 1, 2007, the City will provide Health Insurance for retired City Employees in accordance with City Council Resolution 5710, approved November 18, 2008. When rewrite this into Word formatted document add Attachment 1 language here.
2. For Employees hired on or after July 1, 2007, the post-retirement medical benefits policy shall be as described in the Personnel Resolution 5734, approved March 3, 2009. When rewrite this into formatted word format add Attachment 2 language here

C. ICMA Retirement Health Savings Plan 803227

In November 2010, the SPOA group established a Retirement Health Savings Plan with ICMA Corporation, adopted by Resolution 5824. See Attachment 4.

X) MISCELLANEOUS

- A) Uniform Allowance: City provides a uniform allowance to all sworn police officers, whether full-time or part-time, of \$1,000 per fiscal year and to all other police department employees who are required to wear a uniform (e.g, police dispatchers, aides, or technicians) of \$800 per fiscal year. Uniform allowance are payable in a lump sum within one week of the last payday in August of each year. This benefit is PERSable

compensation for employees hired before, January 1, 2013.

CalPERS PEPR legislation excludes Uniform Allowance as PERSable compensation, for employees hired after January 1, 2013.

B) Public Safety Officer Bill of Rights. Members of the SPOA bargaining unit, whether sworn or non-sworn, shall be provided the rights and protections afforded public safety officers contained in Government Code Sections 3300-3311.

C) Effective July 2, 2019 and payable in the first pay date in July, all sworn members of the SPOA and any new sworn officers upon hire will receive a one-time payment of \$800 for purchase of a service firearm.

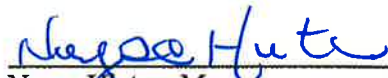
D) Represented positions in this unit are listed below:

- Police Technician
- Police Dispatcher
- Police Lead Communications Dispatcher
- Records/Dispatch Supervisor
- Police Officer
- Police Sergeant

IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this MOU.

CITY OF SEBASTOPOL

SEBASTOPOL POLICE OFFICERS ASSOC.


Neysa Hinton, Mayor

9/24/19

Date


John Noble, Labor Negotiator

9/5/19
Date


Patrick Clark, Labor Negotiator

10/15/19

Date


Tracy Peters, Police Records Supervisor

9-4-19
Date

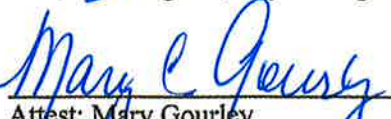

Larry McLaughlin, City Manager/Attorney

9/29/19

Date


Joe Furry, Police Sergeant

9/4/19
Date


Attest: Mary Gourley
Assistant City Manager / City Clerk

10/21/2019

Date


Levesque, Police Officer

9/4/19
Date


Ana Kwong, Finance Director

9/24/19

Date


Ben Schott, Police Officer

9/18/19
Date

ATTACHMENT 1

RETIREE MEDICAL
RESOLUTION NO.
5710

A Resolution of the City of Sebastopol Amending Resolution Number
5673, Approved on November 18, 2008

WHEREAS, Ordinance Number 563 of the City of Sebastopol provides that the City Council may by resolution establish rules and regulations regarding salaries and benefits.

BE IT THEREFORE RESOLVED that Resolution No. 2357, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV INSURANCE COVERAGES

A. Health Insurance for Active Employees

City shall pay monthly premiums as defined in the MOU's for a City-sponsored group health plan for employee and qualifying dependents. In lieu of health insurance coverage, employees may choose an In-Lieu benefit, as defined in their MOU.

B. Health Insurance for Retired Employees

A retired employee is defined as receiving retirement benefits from (PERS) Public Employee Retirement System. This retiree benefit for the continuation of health insurance is intended to provide coverage to retirees and their covered dependents; who are enrolled in the plan, at the time of the employee's retirement with the exception of later addition of a (biological or adopted) newborn.

1. Employees With Less Than 10 Years of Service

Employees who retire with less than 10 years of full-time service are not eligible for the City's Medical After Retirement contribution towards premium, as defined below.

2. Employees With 10 Years or More of Service Hired Before July 1, 2007

- a. For SPOA employees who retired prior to July 1, 1997; and
all other employees who retired prior to July 1, 1998:

City will pay the following amount for retirees:

Single person under age of 65	61.71
Single person over age of 65:	52.80
Single person over age of 65: With spouse	135.85
Both under age of 65: With spouse	114.51
One over age 65: With spouse both over age 65	105.60

- b. For SPOA Employees retiring on or after July 1, 1997; and for all other employees retiring on or after July 1, 1998:

City will pay up to the following amount for retiree health insurance premiums. Coverage shall be available to employees who have had 10 years full-time paid employment with benefits, with the City. Any time spent in a paid part-time or non-paid part-time position will not count towards the 10 year minimum. For employees who wish to be covered under a City Health plan in retirement; they must be enrolled prior to retirement, otherwise they are entitled to a private plan reimbursement. Retirees are not allowed to enroll in a City Health plan after retirement, per the insurance plan agreements.

Single person, under age 65: Single	\$131.56/mo.
person, over age 65: Employee +1,	148.15/mo.
both over age 65: Employee +1,	311.10/mo.
one over age 65: Employee +1,	298.89/mo.
both under age 65:	276.27/mo.

Payments for the retirees' share of the premium are due no later than 60 days from the due date (first day in the coverage month). Retirees will be dropped from the health insurance plan for non-payment of their share of the premium after 60 days, unless prior arrangements have been made.

3. Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their to-date contributions. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions. All other provisions mentioned in Section 2 above will apply.

C. Health Insurance Plan Requirements for Retirees

1. **Disqualifying Events Under a City-sponsored Health Plan:**
Health Insurance coverage shall continue until a disqualifying event occurs. Disqualifying events shall include:

For Retiree:

1. Death of retired employee (Subscriber).
2. Termination of retired status of employee by reinstatement to full-time employment with the City.
3. Non-payment of retiree share of premium to City.

For Spouse or Dependents:

1. Divorce from the retired employee.
2. Dissolution of legally registered and valid domestic partnership from the retired employee.
3. When the retired employee's child turns 26.
4. Non-payment of surviving spouse's share of premium to City.

All qualified dependents who lose coverage on a City-sponsored Health Plan may be eligible for COBRA Health Insurance coverage continuation. A qualified dependent is any family member who was covered on the City health plan at the time of the employee's retirement. All other dependents covered on a City health plan (except for newborns or adopted infants) are non-qualified dependents.

Those individuals covered under a City-sponsored group health plan who are cancelled due to non-payment of premium, will not be eligible for COBRA Health Insurance continuation.

Whenever a qualifying or disqualifying event occurs, health insurance coverage and the City contribution towards premium shall be adjusted and or eliminated based on the current status of the retired employee. City contribution towards health insurance premium shall not be increased if the retired employee adds a family member after the effective date of retirement.

2. Notification of Dependent Changes or a Qualifying Event

Retirees must notify the City of all qualifying events and dependent changes within 60 days. If that requirement is not met, COBRA continuation coverage cannot be provided to a dependent who is ineligible for coverage. In the event the retiree neglects to notify the City of a dependent loss, the retiree will be liable to reimburse the City for the full amount of the health insurance premium paid, and any future costs, for the expense of covering an ineligible dependent on a City Health Plan.

3. Insurance Coverage for Surviving Family Members

Enrolled qualified dependents may continue health insurance coverage in both plans, after the retired employee's death. This continuation will end the date the surviving spouse remarries. A new dependent acquired during this continuation is not eligible to be enrolled

as a family member. In the event of loss of coverage, the surviving family members who were previously covered under a City Health Plan, will be offered COBRA for up to 36 months, at their expense, if they are qualified dependents.

4. COBRA Continuation

Generally COBRA Health Insurance continuation is offered to retirees and qualified dependents when a loss of coverage occurs, due to a qualifying event for 18, 29, or 36 months, at their cost plus 2% administrative fee, based on a qualifying event. Non-payment of premium is not considered a qualifying event, and a retiree and their dependent(s) dropped from a City-sponsored group health plan for non-payment of premium, is not eligible for, and will not be offered COBRA, as defined in the Health Insurance Plan Agreements. Non-qualified dependents are only entitled to COBRA if the Subscriber is entitled to COBRA. Please refer to your COBRA General Notice for additional information.

5. Re-Enrollment

Retired employees covered under a City-sponsored group health plan may change City Health Insurance plans once per year during open enrollment which occurs in June, for coverage effective July. Once a retired employee voluntarily drops a City health insurance plan or is dropped because of non-payment of employee share of premium, or COBRA expiration, they will not be able to re-enroll in a City-sponsored group health plan in the future, as defined in the Health Insurance Policy Agreements.

6. Private Plan Reimbursement

If a retiree with 10 or more years of service, is not covered under a City-sponsored group health plan, they are entitled to receive the city-paid health insurance premium contribution, if they submit receipts to the City for reimbursement, in a timely manner. The City will reimburse up to the defined benefit level in Sections 1 or 2, once per calendar quarter, after receipts are submitted. Only requests submitted within 6 months of service will be considered for reimbursement. Reimbursement request reminder notices will not be generated by the City.

7. Positions Ineligible for Coverage

Certain positions are not eligible for medical benefit after retirement. Those positions include: Reserve Police Officers, Volunteer Firefighters, Crossing Guards, Per Diem Dispatchers, Temporary positions, and all other non-salary part-time positions. Any time served in these positions will not count towards the 10-year minimum full-time service to be eligible for health insurance coverage after retirement.

8. Insurance Plan Limitations

The City will provide retirees health insurance coverage in accordance with each

ATTACHMENT 2

RETIREE MEDICAL RESOLUTION NO. 5733

Approved March 3 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL
AMENDING RESOLUTION NUMBER 5710

WHEREAS, Ordinance Number 563 of the City of Sebastopol provides that the City Council may by resolution establish rules and regulations regarding salaries and benefits.

BE IT THEREFORE RESOLVED that Resolution No. 2357, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV

INSURANCE COVERAGES

Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees in the SEIU or SPOA employee groups hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their contributions to date. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

For those employees in the Unrepresented employee group hired after February 1, 2009 who have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their ICMA RHS Retirement Health Savings plan once per month. Once employees are enrolled in the ICMA RHS plan, they cannot cancel their participation.

All other provisions mentioned in Section 2 above will apply.

BE IT ALSO RESOLVED that this Resolution supersedes all previous resolutions defining medical retirement benefits.

ATTACHMENT 4
CITY OF SEBASTOPOL

RETIREMENT HEALTH SAVINGS PLAN 803227
FOR THE SEBASTOPOL POLICE OFFICER'S ASSOCIATION

City Council Resolution 5824, dated November 16, 2010

The City of Sebastopol adopts the following Retirement Health Savings Plan for the employees in the Sebastopol Police Officer's Association.

Implementation January 1, 2011

This plan is available to those employees who are members of the Sebastopol Police Officer's Association. There are 18 members in this group.

Plan Funding: Employees may fund their accounts accordingly:

- c) Sick Leave: At plan inception, those employees with accrual balances in excess of 400 hours will transfer that entire excess balance into their Retirement Health Savings Plan. Thereafter, every year at December 31st, employees will transfer any balance in excess of 400 hours into their Retirement Health Savings Plan. At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.
- b) Vacation: At plan inception and every year thereafter on December 31", employees will transfer Vacation hours in excess of 500 hours into their Retirement Health Savings Plan. At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.
- c) Medical After Retirement Benefit: For those employees hired after February 1, 2009 who have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their Retirement Health Savings Plan once per month. The Medical After Retirement contribution benefit is eliminated for employees hired on or after July 1, 2011.

Eligibility for Use: Members are eligible to use the plan at age 50, or at retirement,