

**CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM**

**Meeting Date:** July 16, 2019  
**To:** Honorable Mayor and City Councilmembers  
**From:** Ana Kwong – Finance Director  
**Subject:** Approval and Adoption of Resolutions Approving Successor Memorandum of Understandings (MOUs) and Amendments to Employment Contracts For:

- Sebastopol Police Officers Association (SPOA)
- Service Employees International Union (SEIU) 1021 (Public Works and Administrative)
- Management/Mid Management/Unrepresented
- City Manager/City Attorney Contract
- Assistant City Manager/City Clerk Contract

**Recommendation** That the City Council approve the resolution adopting MOUs for all 3 units and 2 employment contracts.

**Funding:** Currently Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No XX N/A  
Net General Fund Cost:  
If Cost to Other Fund(s),  
Fund:

**INTRODUCTION:**

This item is to request that the City Council approve and adopt resolution authorizing the City Manager to execute an individual Memorandum of Understanding (MOU) between the City of Sebastopol and Sebastopol Police Officer’s Association (SPOA), Service Employees International Union (SEIU) 1021 for Public Works and Administrative, Unrepresented Management and Mid-Management unit, and two employment contracts, establishing the terms and conditions of employment for the period of time from July 1, 2019 through June 30, 2022.

**BACKGROUND:**

On June 30, 2019, the current MOU’s with all three All three City bargaining units expired. Per the terms and conditions of each MOU, negotiations for successor MOUs commenced this spring and the City has engaged in extensive labor negotiation through a meet and confer process, and this process coincides with the city’s annual budget process. The City undertook the difficult task of combining personnel resolution updates with all three units during the city’s labor negotiation process, and those updated comprehensive personnel resolution will return to the City Council at a later day for adoption. Additionally, minor amendments to the contracts for City Manager/City Attorney, Assistant City Manager/City Clerk were made and hereby presented for your consideration.

**DISCUSSION:**

A summary of terms and conditions affecting all units as outlined in the table below:

Item	Summary MOUs Provisions	Unrepresented	SPOA	SEIU
1	Terms of Agreements - 3 years 7/1/2019-6/30/2022	✓	✓	✓
2	<b>Wages:</b> Increase base wages: Year 1 - Effective July 1, 2019 (3% + \$1,000 onetime bonus pay) Year 2 - Effective July 1, 2020 (3%) Year 3 - Effective July 1, 2021 (3%)	✓	✓	✓
3	Payroll Cycle changed from semi-monthly to bi-weekly	✓	✓	✓
4	<b>Insurance Coverages:</b> Vision – City pays 100% of premiums Dental – City pays 100% of premiums Medical – City pays 100% of premiums In Lieu & salary benefit for health coverage is 20% of City’s contribution to eligible plan premium	✓	✓	✓
5	<b>Basic Life Insurance Coverage:</b> <i>Life Insurance</i> such that the City would increase from \$20,000 to \$50,000 for each member AD&D policy.	N/A	✓	N/A
6	<b>Sick Leave:</b> Ten (10) hours per calendar month (4.62 hours per pay period) no cap, accrual balance rolls up to service credit if retire within 120 days of separation from City service.	✓	✓	✓
7	<b>Sick Leave:</b> Legacy program continues with 400-hour cap for those employees currently enrolled. Legacy program employees may make a 1x irrevocable election to convert to current CalPERS roll up leave program and legacy caps will be lifted upon conversion. No more sick leave pay out upon retirement, only roll up to CalPERS.	N/A	✓	N/A
8	<b>Holiday:</b> Caesar Chavez Day exchanged for Columbus Day Wednesday before Thanksgiving Christmas and New Year’s Eve had been added Floating holidays removed.	✓	✓	✓
9	<b>Compensatory Time:</b> Accrual balances capped at 120 effective 7/2/2019. Balances over 120 will be paid out on 2nd paycycle in August, no other cash buy out of compensation time.	N/A	✓	✓
10	<b>Administrative Leave:</b> Increase accrual from 80 to 100 hours per year. •50 hours first full pay period in January •50 horrs first full pay period July	✓	N/A	N/A

Item	Summary MOUs Provisions	Unrepresented	SPOA	SEIU
11	<p><b><u>Vacation:</u></b> Full-time City employee shall accrue paid vacation time based on the length of City service as follows:</p> <p>0 through 4 years    10 working hours per month (4.62 hours per pay period) 5 through 10 years    12 working hours per month (5.54 hours per pay period) 11 through 20 years    16 working hours per month (7.38 hours per pay period) 21 years and over    20 working hours per month (9.23 hours per pay period)</p>	✓	✓	✓
12	<p><b><u>Vacation Limits:</u></b> <b>Unrepresented Unit</b> - Cap is 3 times annual accrual. <b>SPOA</b> - Employees' total vacation hours in SPOA unit shall have a maximum of twice the annual accrual amount, with an absolute maximum of 400 hours for an employee. <b>SEIU</b> - Employees' total vacation hours in this unit will have a maximum of twice the annual accrual amount, with a cap of 400 hours for an employee. Once an employee's balance reaches 400 hours they will stop accruing vacation until balance is below 400 hours.</p>	✓	✓	✓
13	<p><b><u>Vacation Cash out:</u></b> <b>Unrepresented Unit</b> - Employee may accrue hours in excess of cap however all hours in excess of cap shall be cashed out the first pay period in December. <b>SPOA + SEIU</b> - 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 may request a cash in lieu payment for up to 80 hours of vacation in any calendar year.</p>	✓	✓	✓
14	<p><b><u>Standby:</u></b> "Standby" duties shall be compensated from \$440 to \$500 for each one week period of stand-by/page. Then for each City Holiday that occurs during the designated standby period, the employee shall be paid an additional from \$110 to \$150.</p>	N/A	N/A	✓
15	<p><b><u>Uniform Allowance:</u></b> Sworn Police Officers to \$1,000 Dispatchers to \$800 Public Works Unit \$600</p>	N/A	✓	✓
16	<p><b><u>Incentives:</u></b> <i>K9 Handler Pay</i> from 3.25% to 5.0% for the added responsibility/expertise of the assignment. The K9 handler would also receive one-half (0.5) hour of overtime compensation each day for the feeding, care and exercise of his K9. <i>Relief Shift Pay</i> from 2.5% to 5.0% of base salary. <i>Graveyard Shift Pay</i> from 2.5% to 4.0% for all bargaining unit members assigned to work graveyard shift. POST Intermediate Cert 1.5%, POST Advanced Certificate 5.5% - cumulative incentive after advanced certificate is 7.0%.</p>	N/A	✓	N/A
17	<p><b><u>Longevity:</u></b> Regular employees are entitled to an additional 2% of monthly pay following 8 years of full time service with the City of Sebastopol, and an additional 2% (a total of 4%) is authorized following 15 years of full-time service with the City and an additional 2% (a total of 6%) is authorized following 20 years of full time service with the City. Part time prior service may be counted on pro-rata basis.</p>	✓	✓	✓

**RECOMMENDATION:**

Staff is recommending that the City Council approve and adopt resolution authorizing the City Manager to execute an individual Memorandum of Understanding (MOU) between the City of Sebastopol and Sebastopol Police Officer's Association (SPOA), Unrepresented Management and Mid-Management unit, and Service Employees International Union (SEIU) 1021 for Public Works and Administrative, establishing the terms and conditions of employment for the period of time from July 1, 2019 through June 30, 2022.

**Attachment(s):**

Unrepresented - Management & Mid-Management  
Sebastopol Police Officer's Association (SPOA)  
Service Employees' International Union (SEIU)  
City Manager/City Attorney Employment Contract Amendment  
Assistant City Manager/City Clerk Employment Contract Amendment

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL APPROVING  
AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING  
(MOU) WITH THE MANAGEMENT, MID-MANAGEMENT AND UNREPRESENTED  
EMPLOYEES' GROUP  
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, the City of Sebastopol and the Management, Mid-Management and Unrepresented Employees have met and conferred in good faith and have agreed to the attached Comprehensive Memorandum of Understanding

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Sebastopol hereby approves the July 1, 2019 through June 30, 2022 Memorandum of Understanding with the Management, Mid-Management and Unrepresented Employees.

IN COUNCIL DULY ADOPTED this 16th day of July, 2019.

VOTE

Ayes:

Noes:

Abse:

Absent:

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  
MANAGEMENT, MID-MANAGEMENT AND  
UNREPRESENTED EMPLOYEE GROUP

Contents

- I. TERM..... 4
- II. GROUP DEFINED..... 4
- III. CITY RIGHTS ..... 4
- IV. WAGES PROVISION ..... 5
  - A. CalPERS Retirement ..... 5
    - 1. Tier 1 ..... 5
    - 2. Tier 2..... 5
- V. INSURANCE PROVISION..... 6
  - B. Health Insurance in Lieu Benefit: ..... 7
  - C. Health Care Payment Calculation for Part-Time Employees:..... 7
  - D. Dental Benefit:..... 7
  - E. Vision Care:..... 7
  - F. Long Term Disability Benefit: ..... 7
- VII. OTHER COMPENSATION AND BENEFIT ..... 7
  - A. Longevity..... 7
  - B. Vacation Accrual Limits: ..... 7
  - C. Cash in lieu of Vacation Pay: ..... 8
  - D. Vacation In Lieu Payment ..... 8
  - E. Administrative Leave ..... 8
  - F. Sick Leave: ..... 8
  - G. Holidays:..... 8
  - H. Workers Compensation: ..... 9
  - I. Advances in Pay Schedule: ..... 9
  - J. Furlough Policy:..... 9

- ATTACHMENT 1 FURLOUGH POLICY
- ATTACHMENT 2 RETIREMENT MEDICAL RESOLUTION NO. 5710
- ATTACHMENT 3 RETIREE MEDICAL RESOLUTION NO. 5734
- ATTACHMENT 4 REMIF RETIREE HEALTH PLAN ELIGIBILITY GUIDELINES

Memorandum of Understanding  
Between the Management, Mid-management and Unrepresented  
Employee Group and the City of Sebastopol  
For July 1, 2019- June 30, 2022

Representatives of this employee group have met and conferred in good faith regarding terms and conditions of employment for the employees in this bargaining group. Throughout the Meet and Confer process, both parties have exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The Parties agree to the following changes to a comprehensive MOU to be effective on the beginning of the first pay period following ratification by both parties.

### **I. TERM**

The term of this three-year comprehensive MOU will begin on July 1, 2019 and end on June 30, 2022.

### **II. GROUP DEFINED**

The members of the Management, Mid-management and Unrepresented Employees Group shall be all those employees who are not members of another recognized bargaining unit or under a separate employment contract.

### **III. 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.



#### IV. WAGES PROVISION

- Year 1: Effective July 1, 2019  
3% increase to base salary for all Management/Mid-Management Group 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 Management/Mid-Management Group members.
- Year 3: Effective July 1, 2021  
3% increase to base salary for all Management/Mid-Management Group members.

City is open to reviewing, at a future date, the issue of salary compaction and equity between the Unrepresented management members and their subordinate employees as well as parity issues for all Unrepresented members with peers in other small city agencies.

#### RETIREMENT PROVISIONS

##### A. CalPERS Retirement

The City's contract with CalPERS provides the following retirement benefits. CalPERS determines an employees 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
    - Chief and Lieutenant pay 9% of the member contribution
  - b) Miscellaneous
    - 2% @55 retirement formula
    - Single highest year compensation
    - Employee shall pay 7% 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

- B. REMIF Retiree Health Plan Eligibility Guidelines are attached and incorporated in this Memorandum of Understanding. (Attachment 4)
- C. Medical After Retirement Benefit/Retiree Health Plan: Resolution Number 2357 of the City of Sebastopol (known as the Master Personnel Resolution) updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of this bargaining unit. The following amendments are made with respect to existing provisions of the Memorandum of Understanding between the City and the Unrepresented, by Resolution Number 5710 per Attachment 2, and Resolution 5734, per Attachment 3.

To fund future costs of retiree health premiums, those employees hired after July 1, 2006 may voluntarily participate in the existing benefit plan provided:

- a) The employee contributes 1% of base salary to a maximum of \$60/month to a retiree trust fund, to be matched by an equal City contribution. The City contribution will not be available to any employee hired after July 1, 2011.
- b) Employees may only elect to participate in this option within 60 days of their employment start date.
- c) This fund shall be managed separate and apart from the existing fund used for this purpose.
- d) An employee who elects to participate in this benefit but decides at a later date that he/she no longer wishes to continue in this program, may request a reimbursement of 85% of the contributions that they have made to the fund as of that date.
- e) An employee that leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

Resolution Number 2357 of the City of Sebastopol updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of Unrepresented.

## V. INSURANCE PROVISION

### A. Health Insurance:

The City Kaiser HMO plan will be provided without premium cost to the employee, for full-time regular employees and any eligible dependents.

The REMIF Anthem Blue Cross Health Plan will 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

B. Health Insurance in Lieu Benefit:

The payment of health in lieu program is to allow employees who have double health insurance coverage to drop the City's insurance and receive a payment in lieu. For employees who qualify for and participate in the payment in lieu health program, the schedule for the Health Insurance In-Lieu Benefit are shown below:

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

- (a) 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

C. Health Care Payment Calculation for Part-Time Employees:

Part-time employees that are benefitted will be required to remit a surcharge to the City in a proportion consistent with the percentage of time that they deviate from a typical work week. For example, an employee who works 90% of a full-time employee will pay 110% of the typical employee share of health insurance premiums.

D. Dental Benefit:

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

E. Vision Care:

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

F. Long Term Disability Benefit:

The parties agree that the City will add 100% of the LTD premium to the employee's monthly pay and deduct the same amount for payment of the premium. LTD benefit payments will then become nontaxable to the employee if the benefit is activated during a period of non-industrial disability.

## VII. OTHER COMPENSATION AND BENEFIT

A. Longevity:

Longevity benefits are outlined in the City's Personnel Rules.

B. Vacation Accrual Limits:

- a) Employee maximum vacation accrual is three times their annual accrual rate.
- b) Vacation accrual rates are outlined in the City's Personnel Rules.

C. Cash in lieu of Vacation Pay:

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.
- 2) 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.
- 3) Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31<sup>st</sup> of the calendar year prior to the distribution in order to be eligible to request a cash-in-lieu payment.
- 4) Employees may request a cash in lieu payment for up to 80 hours of vacation in any calendar year.

D. Vacation In Lieu Payment

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 amount 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.

E. Administrative Leave

To compensate overtime exempt management employees for the added hours they work, management employees will be granted a total of 100 hours Administrative Leave with pay during each fiscal year (50 hours accrued on July 1<sup>st</sup> and 50 hours accrued on January 1<sup>st</sup>.) Employees in this unit may use this time to take paid leave from work. In the first full pay period of June of each fiscal year, the City will pay out the balance in each employee's Administrative Leave accrual bank or 40 hours, whichever is smaller. Any balance left in the bank will not carry over from year to year.

F. Sick Leave:

- 1) Sick leave accrual rules are outlined in the City's Personnel Rules.

G. Holidays:

The City's observed holidays are outlined in the City's Personnel Rules.

H. Workers Compensation:

Effective July 1, 2004, the provisions of Section 4850 of the California Labor Code shall no longer apply to PERS Miscellaneous employees in this group. City agrees to provide integration for employees eligible for workers compensation coverage based on their worker's compensation benefit in the interest of using leave balances to make them whole. Employees are entitled to supplement their Workers Compensation benefit using accrued vacation and sick leave.

I. Advanced in Pay Schedule:

Advancement in pay schedule information can be found in the City Personnel Rules.

J. Furlough Policy:

Effective July 1, 2004, the Furlough Policy shall apply to employees within the bargaining unit, as per the attached document (Attachment 1)

IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this Memorandum of Understanding signed and approved tentatively on June 26, 2019 for City Council approval on July 16, 2019.

CITY OF SEBASTOPOL

MANAGEMENT, MID-MANAGEMENT AND UNREPRESENTED EMPLOYEES

\_\_\_\_\_  
Neysa Hinton, Mayor Date

\_\_\_\_\_  
James Conner, Police Chief Date

  
\_\_\_\_\_  
Larry McLaughlin, City Manager Date

\_\_\_\_\_  
Signature to be acquired July 15, 2019 (Department Head unavailable for signature)  
\_\_\_\_\_  
Bill Braga, Fire Chief Date

\_\_\_\_\_  
Mary Gourley Date  
Assistant City Manager/City Clerk

  
\_\_\_\_\_  
Ana Kwong, Finance Director Date

  
\_\_\_\_\_  
Patrick Clark, Labor Negotiator Date

ATTACHMENT 1  
Memorandum of Understanding  
Between the Management, Mid-management and  
Unrepresented Employee Group and the City of Sebastopol

FURLOUGH POLICY

I. Purpose:

To define and establish a program and procedure that allows for employees currently employed with the City of Sebastopol to be furloughed from work on an unpaid basis. It is anticipated that such unpaid Furlough time may be necessary due to insufficient funding available to support full time staffing.

II. Policy:

The City of Sebastopol will have the authority to implement this Furlough program when a financial necessity is declared by the City Council. The number of hours when employees may be required to take time off without pay will be determined at the time of implementation, but no more than 40 hours for full time employees or proportion thereof for part time employees.

The City will meet and confer with employee bargaining units to discuss the implementation procedure and policy concerns that may arise during those meetings. In the interest of efficiency, the meetings will be initiated 60 days prior to and concluded 30 days before the proposed implementation date.

III. Procedure:

- a) The employee will have the right to return to the same position, subject to the terms and conditions herein.
- b) The reduction in pay for employees shall be prorated among all the pay periods for the full fiscal year or that portion of the fiscal year remaining should the program be implemented mid-year.
- c) Furlough time may be used in conjunction with paid holidays, accumulated vacation, CTO or administrative leave.
- d) Paid leave and Furloughed time taken together in any pay period shall not exceed the total number of the employee's regularly scheduled hours in the pay period.
- e) Credits toward sick leave, vacation and holiday eligibility shall accrue during the furlough period as though the employee were on paid status.
- f) Furlough time shall apply toward time in service for step advancement, completion of probation, and toward seniority for purposes of layoff. Furlough time will not affect an employee's salary anniversary date.'

- g) An employee will continue to receive a full year's PERS service credit.
- h) Other paid leave time may not be used in lieu of Furlough time.
- i) Furlough time shall not be used in conjunction with Worker's Compensation or other leave without pay.
- j) The employee may request that a lump sum deduction be made to their pay for Furlough time in lieu of a prorated reduction of pay subject to approval by the Finance Director.
- k) In the event an employee separates during the Fiscal Year, the Finance Department shall reconcile the number of Furlough hours and the number of Furlough hours which have been taken and shall pay the employee the value of any Furlough hours which have not been taken. Employee will pay to the City, through an adjustment of his/her final paycheck, for any Furlough hours taken which exceed the value of pay reductions to the date of separation.
  - 1) While an employee is on Furlough Leave, the Department will not utilize temporary employees to backfill the furloughed employee, except with the City Manager's prior approval.
- m) Any dispute between an employee and his or her department head regarding the implementation and application of this policy shall be resolved by the City Manager.
- n) Any dispute not resolvable by the City Manager may be submitted to binding arbitration under the grievance procedure of the MOU.

Adopted by the Sebastopol City Council on August 3, 2004.

ATTACHMENT 2

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.

I. 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/mo
Single person, over age of 65:	\$52.80/mo
With spouse, both under age of 65:	\$135.85/mo
With spouse, one over age 65:	\$114.51/mo
With spouse, both over age	\$105.60/mo



- 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:	\$131.56/mo.
Single person, over age 65:	148.15/mo.
Employee +1, both over age 65:	311.10/mo.
Employee +1, one over age 65:	298.89/mo.
Employee +1, 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 insurance group plan agreement. At no point will the City ever provide a benefit greater than what is defined in any of the insurance group plan agreements, or the Federal COBRA law. If a change occurs to the group plan agreement, or Federal COBRA law, those changes will take precedence over language defined in this resolution.

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

ADOPTED BY CITY COUNCIL ON the 18<sup>th</sup> day of November, 2008.

ATTACHMENT 3  
RETIREE MEDICAL  
RESOLUTION NO. 5734

---

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 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.

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.

IN COUNCIL DULY APPROVED AND ADOPTED 3<sup>rd</sup> day of March, 2009.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE 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, the City of Sebastopol and the Sebastopol Police Officers Association Employees have met and conferred in good faith and have agreed to the attached Comprehensive Memorandum of Understanding

NOW, THEREFORE, BE IT RESOLVED, by the 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 16th day of July, 2019.

VOTE

Ayes:

Noes:

Abse:

Absent:

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

## Table of Contents

I)	TERM OF AGREEMENT.....	3
II)	CITY RIGHTS.....	3
A)	Employee Rights.....	4
III)	WAGES PROVISION.....	4
IV)	WORK CONDITIONS & HOURS .....	4
V)	PAYROLL/TIMEKEEPING/INCENTIVE COMPENSATION .....	5
A)	Off-Duty Hours/Call-Out Pay: .....	5
B)	On Call Pay: .....	5
C)	Court Time: .....	5
D)	Field Training Officers Incentive Pay: .....	5
E)	K9 Handler Incentive Pay: .....	5
F)	Bilingual Incentive pay:.....	6
G)	Relief Shift Pay:.....	6
H)	Graveyard Shift Pay: .....	6
I)	Longevity Pay:.....	6
J)	Educational Incentive Pay: .....	6
K)	Compensatory Time .....	7
VI)	SALARY RATES & COMPENSATION PLAN .....	7
A)	Posted Salary Ranges:.....	7
B)	Advances in Pay Schedule:.....	7
VII)	INSURANCE COVERAGES.....	7
VIII)	LEAVE BENEFITS.....	9
A)	SPOA Leave Bank:.....	9
B)	Cash in Lieu of Vacation Time Off:.....	9
C)	Use of Leave Reference Table.....	9
D)	Vacation:.....	10
E)	Sick Leave:.....	11
F)	Holidays:.....	11
G)	Paternity Leave:.....	12
IX)	RETIREMENT:.....	12
X)	MISCELLANEOUS .....	13

**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 full-time employees within the Sebastopol Police Department, as defined in Resolution No. 2663, as modified on July 5, 1977. By mutual agreement, this MOU shall also apply to the classifications of Police Sergeant and Corporal. 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.

#### 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. An additional 2% is authorized beginning on the first day of the 21st year of full-time service with the City for a total of 6%. 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) Vision Care:

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

B) Dental Insurance:

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

C) 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.

D) Health Insurance:

- 1) The City Kaiser HMO plan will be provided without premium cost to the employee, for full-time regular employees and any eligible dependents.
- 2) 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

E) 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 ealth 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.

F) 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 31<sup>st</sup> 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 31<sup>st</sup> 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 (4.61538 hrs./pay period)
5 through 10 years	12 working hours per month (5.53846 hrs./pay period)
11 through 20 years	16 working hours per month (7.38462 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 ( $.004 \times 250 = 1$  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 4<sup>th</sup>
  - h) Labor Day - first Monday in September
  - i) Veteran's Day - November 11<sup>th</sup>
  - j) Wednesday before Thanksgiving – fourth Wednesday in November
  - k) Thanksgiving - fourth Thursday in November
  - l) Christmas Eve – December 24<sup>th</sup>
  - m) Christmas Day - December 25<sup>th</sup>
  - n) New Year’s Eve, December 31<sup>st</sup>
- 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

Page 11 of 21



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 sworn police officers of \$1,000 per fiscal year and to police dispatchers 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 PEPRA 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.

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

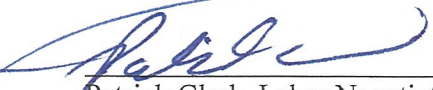
CITY OF SEBASTOPOL

SEBASTOPOL POLICE OFFICERS ASSOC.

\_\_\_\_\_  
Neysa Hinton, Mayor Date

  
\_\_\_\_\_  
John Noble, Labor Negotiator Date

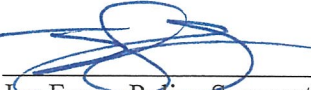
6/26/19  
Date

  
\_\_\_\_\_  
Patrick Clark, Labor Negotiator Date

  
\_\_\_\_\_  
Tracy Peters, Police Records Supervisor Date


7-1-19  
Date

  
\_\_\_\_\_  
Larry McLaughlin, City Manager/Attorney Date

  
\_\_\_\_\_  
Joe Furry, Police Sergeant Date

6/26/19  
Date

11  
\_\_\_\_\_  
Attest: Mary Gourley Date  
Assistant City Manager / City Clerk

  
\_\_\_\_\_  
Levesque, Police Officer Date

6/26/2019  
Date

  
\_\_\_\_\_  
Ana Kwong, Finance Director Date

  
\_\_\_\_\_  
Ben Schott, Police Officer Date

7/1/19  
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

insurance group plan agreement. At no point will the City ever provide a benefit greater than what is defined in any of the insurance group plan agreements, or the Federal COBRA law. If a change occurs to the group plan agreement, or Federal COBRA law, those changes will take precedence over language defined in this resolution.

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



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.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL APPROVING  
AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING  
(MOU) WITH SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
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, the City of Sebastopol and the Service Employees International Union have met and conferred in good faith and have agreed to the attached Comprehensive Memorandum of Understanding

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Sebastopol hereby approves the July 1, 2019 through June 30, 2022 Memorandum of Understanding with the Service Employees International Union.

IN COUNCIL DULY ADOPTED this 16th day of July, 2019.

VOTE

Ayes:

Noes:

Abse:

Absent:

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 SERVICE EMPLOYEES INTERNATIONAL UNION

TABLE OF CONTENTS

Section	Preamble	.....	
I	TERM OF AGREEMENT	.....	5
II	CITY RIGHTS	.....	5
III	WAGE PROVISION	.....	6
IV	RETIREMENT PROVISION	.....	6
V	INSURANCE PROVISIONS	.....	6
	A Vision Care	.....	6
	B Dental Benefit	.....	6
	C Life Insurance	.....	6
	D Long Term Disability Benefit	.....	7
	E Health Insurance	.....	7
	F Retiree Health Plan	.....	7
VI	OTHER COMPENSATION & BENEFITS	.....	8
	A Longevity	.....	8
	B Certificate Incentive Pay – Public Works Staff	.....	8
	C Certificate Pay	.....	9
	D Workers Compensation	.....	9
	E Deferred Compensation	.....	9
	F Fatigue Time	.....	9
	G Clothing Allowance	.....	9
	H Tuition Payment or Reimbursement	.....	10
	I Direct Deposit	.....	10
VII	HOURS OF WORK AND PAID LEAVE	.....	11
	A Regular Hours of Work	.....	11
	B Administrative Staff Training and Hours of Work for Such Approved Training:	.....	11
	C Continuing Education	.....	11
	D Continuing Education - Leave	.....	11
	E Leaves	.....	11
	F Vacation	.....	12
	G Vacation Accrual Limits	.....	11
	H Cash-In-Lieu of Vacation Pay	.....	11
	I Holidays	.....	12
	J Sick Leave	.....	12
	K Voting Leave	.....	12
	L Advances in Pay Schedule	.....	12

VIII PUBLIC WORKS STANDBY AND CALL-IN PROVISION ..... 12

IX LAYOFF PROVISION ..... 14

X UNION RIGHTS ..... 15

XI MISCELLANEOUS ..... 17

XII SEVERABILITY ..... 18

SIGNATURES ..... 19

ATTACHMENT 1 – RETIREMENT MEDICAL RESOLUTION NO. 5710 (SEIU) ..... 20

ATTACHMENT 2 – RETIREE MEDICAL RESOLUTION NO. 5734 (SEIU) ..... 24

ATTACHMENT 3 - RETIREE HEALTH SAVINGS PLAN (SEIU) ..... 26

ATTACHMENT 4 – REMIF RETIREE HEALTH PLAN ELIGIBILITY GUIDELINES ..... 27

ATTACHMENT 5 - IRREVOCABLE ELECTION TO CASH OUT VACATION HOURS #1 ..... 28

ATTACHMENT 6 - VACATION CASH OUT REQUEST AFTER ACCRUAL #2 ..... 29

MEMORANDUM OF UNDERSTANDING  
July 1, 2019 through June 30, 2022

The Service Employees' International Union Local 1021, hereinafter referred to as SEIU, 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 all matters relating to the employment conditions and employer-employee relations of such employees.

SEIU and CITY agree as follows:

**I. TERM OF AGREEMENT**

The term of this three-year agreement will be from July 1, 2019 and end on 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 (MOU), except as expressly limited by a specific provision of this MOU. 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 MOU 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 SEIU advance, written, notice of its intentions thereof and shall afford SEIU 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.



### III. WAGE PROVISION

- A. During the term of this agreement, wage ranges for all members of the bargaining unit will be posted on the City's website and as such incorporated herein according to the current pay rates and ranges, and in accordance with Ordinance No. 563, approved by the City Council on July 16, 2019, or updates thereof.
- B. 3% increase on base salary payable as of July 1, 2019 pursuant to Council approval of this MOU and completion of meet and confer on personnel rules by July 10, 2019.
- C. A \$1,000 one-time, lump sum, nonpersable bonus payable on July 9, 2019. ;
- D. 3% COLA effective July 1, 2020
- E. 3% COLA effective July 1, 2021

### IV. RETIREMENT PROVISION

#### CalPERS Retirement

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

1. Tier 1 – Retirement benefits for classic members hired prior to January 1, 2013 shall receive the following PERS benefits.
  - 2% @55 retirement formula (GC 21354)
  - Single highest year compensation (GC 20042)
  - All Employees must pay a 7% contribution
2. Tier 2 - New members, as defined by PERS, hired on or after January 1, 2013, shall receive the following PERS benefits.
  - 2% @ age 62 retirement formula
  - Three-year average of final compensation (GC 20042)
  - Employee must pay 50% of normal cost as determined by CalPERS

### V. INSURANCE PROVISIONS

- A. Vision Care: The City will provide vision insurance, without premium cost to the employee, for full-time regular employees and any eligible dependents. Part-time employees will receive a prorated benefit based on number of hours.
- B. Dental Benefit: The City will provide dental insurance, without premium cost to the employee, for full-time regular employees and any eligible dependents. Part-time employees will receive a prorated benefit based on number of hours.
- C. Life Insurance:  
Employees in the bargaining unit are eligible for the Life Insurance benefit provisions contained

in the Personnel Resolution.

**D. Long Term Disability Benefit**

- 1) The City agrees to provide off-the-job disability insurance for eligible employees. Eligibility period to be 30 days.
- 2) The parties agree that the City will add 100% of the LTD premium to the employee's monthly pay and deduct the same amount for payment of the premium. LTD benefit payments will then become nontaxable to the employee if the benefit is activated during a period of non-industrial disability.

**E. Health Insurance:**

- 1) The City Kaiser HMO plan will be provided without premium cost to the employee, for full-time regular employees and any eligible dependents.
- 2) 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 REMIF Anthem/Blue Cross Plan shall be paid by the employee.
- 3) For part-time employees, the City's share of premium cost will be prorated based upon hours worked.
- 4) Payment in Lieu of Health Care Premiums: For an employee who can provide the City with proof of medical insurance and who chooses not to participate in the City sponsored medical insurance plan, the City agrees to pay an in-lieu as shown in the table below:

<b>Coverage</b>	<b>In-Lieu &amp; Salary Benefit *</b>
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

\* 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 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.

**F. Retiree Health plan**

1. To fund future costs of retiree health premiums, those employees hired after July 1, 2006 may voluntarily participate in the existing benefit plan provided.

- a) The employee contributes 1% of base salary to a maximum of \$60/month to a retiree health care trust fund, to be matched by an equal city contribution. This City contribution will not be available to any employee hired after July 1, 2011.
  - b) Employees may only elect to participate in this option within 60 days of their employment starting date.
  - c) This fund shall be managed separate and apart from the existing funds used for this purpose.
  - d) An employee who elects to participate in this benefit, but decides at a later date that he/she no longer wishes to continue in this program, may request a reimbursement of 85% of the contributions that they have made to the fund as of that date.
  - e) An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.
2. Resolution Number 2357 of the City of Sebastopol updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of SEIU.

## VI. OTHER COMPENSATION AND BENEFITS

### A) Longevity

Longevity is provided for in the City's Personnel Rules. Regular employees are entitled to an additional 2% of monthly pay beginning the first day of the 9<sup>th</sup> year of full-time service with the City of Sebastopol, another 2% is authorized beginning the first day of the 16<sup>th</sup> year of full-time service with the City, and an additional 2% is authorized beginning on the first day of the 21<sup>st</sup> year of full-time service with the City for a total of 6%. Part-time prior service may be counted on a pro-rata basis.

### B) Certification Incentive Pay

#### Public Works Staff

State Certification Tests: Effective September 2, 2014: Salary increase of one range (5.5%) can be earned for the successful completion of State Certification tests. Incentive pay for pre-approved job-related State certificates will be available to all non-exempt classifications in Public Works. Incentive pay for certificates will require Department Head pre-approval and recommendation to City Manager, for approval. Certificates will be job-related and may include, but not necessarily be limited to, sewer collection, waste water treatment, water treatment operator, water distribution operator, back flow device tester, certified pool operator, and other comparable job-related licenses, tests or educational achievement as approved by the City Manager. Such one range (5.5%) shall remain in effect so long as said employee retains said certificates in order to secure said educational incentive pay. Educational incentive pay increase shall become effective at the first of the month next following successfully obtaining said certificate. City Manager is authorized to cancel said educational incentive pay whenever said certificates lapse or are no longer valid.

C) Certificate Pay

Maintenance Worker III Step 'D' requires one pre-approved certificate and Step 'E' requires two pre-approved certificates in addition to an above-average performance evaluation. Approved certificates may be obtained prior to the employee becoming eligible for the step increase, but step increases to 'D' and 'E' steps will occur only upon approval by the Department Head, and subject to the approval of the City Manager.

D) Workers' Compensation

City agrees to provide integration for employees eligible for workers compensation coverage based on their worker's compensation benefit in the interest of using leave balances to make them whole. Employees are entitled to supplement their Workers Compensation benefit using accrued vacation and sick leave.

E) Deferred Compensation

Employees in the bargaining unit are eligible for the Deferred Compensation benefit provisions contained in the Personnel Resolution.

F) Fatigue Time

Employees shall receive full pay for fatigue time hour for hour worked if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift provided that the employee worked two (2) or more consecutive hours of overtime within the nine (9) hour period before the start of the employee's next regularly scheduled shift.

Employees shall not receive fatigue time if: (1) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (2) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift.

Fatigue time must be taken during the first or last part of the next regularly scheduled workday in consultation with the supervisor or crew lead and as workload allows. Employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

G) Clothing Allowance

The City will pay a clothing allowance to members of this unit except for those whose primary work location is within an office. The clothing allowance will be \$600 per year payable in one equal installment in the first payroll for September of each year. Employees may request an advance of up to 50% of the clothing allowance. Advance payments will be deducted from the next scheduled clothing allowance payment or upon separation from employment. In consideration of the clothing allowance, employees will comply with the following dress requirements:

1. Work clothes, at the beginning of the day, are to be clean and neat in appearance.
2. Work clothes shall consist of a safety green shirt in one of the following styles:

- (a) Short sleeve knit shirt (“T” shirt or polo style).
  - (b) Long or short sleeve button shirt.
3. All shirts shall have the City of Sebastopol logo printed on them.
  4. Employees shall wear appropriate pants and boots for the nature of the work they are required to perform. Appropriate shorts may be worn in warmer weather. The City retains the right to determine reasonable standards for the benefit of employee safety and city standards.

#### H) Tuition Payment or Reimbursement

City will pay in advance for tuition, books, reasonable travel, lodging, and course registration to attend training, workshops, seminars, and conferences that are deemed by a Department Head or City Manager to have a nexus to the work and are in the best interest of the City. Should an employee fail to pass or obtain a satisfactory grade in a City paid training, the employee may be asked to reimburse the City for costs or the City may refuse future requests for training from the employee.

If the training is required to maintain the employee’s position or classification and the employee does not pass the City paid course or exam, the City may choose not to request reimbursement but may require the employee to pay for subsequent courses out of their own personal funds.

The City will also reimburse employees for tuition and books for attending and completing, with satisfactory grade or passing status, work-related educational courses to advance within or maintain their certification levels that are recommended by Department Heads and approved by the City Manager.

#### I) Direct Deposit

City will provide direct deposit of paychecks in local banks.

### VII. HOURS OF WORK AND PAID LEAVE

#### A. Regular Hours of Work

For eligible employees the work week will be a 40-hour work week, to be worked in four 10-hour work days per week. The accrual of sick and vacation time will not be reduced as a result of the change in the work week.

The normal 4/10 work week is defined as a 4-day work week, at 10 hours per day, scheduled for Monday through Thursday, or Tuesday through Friday. As defined in Administrative Policy No. 23, the normal work week for a 4/10 work schedule for employees in this unit will be from 12:00 a.m. Monday to 11.59 p.m. Sunday of the following week.

#### B. Administrative Staff Training and Hours of Work for Such Approved Training:

Staff Development – Determination of Training Needs

The City Manager and the Union agree that the City of Sebastopol retains full authority to determine training needs, resources that can be made available, and the method of payment for

training authorized by the City. Nothing in this subsection shall preclude the right of an employee to request specific training.

C. Continuing Education

Employees may request approval of the City Manager to attend training/education courses related to the employee's present position, or career advancement. Such training shall be recommended by the employee's supervisor with final approval by the City Manager.

D. Continuing Education – Leave

When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized leave. Such leave authorization shall be subject to the recommendation of the approval of the employee's supervisor with final approval by the City Manager and must be directly related to the employee's present position, or career advancement.

Approval of Training/Leave for Training:

Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the City Manager. Approval or denial of leave will be provided to employees in writing in a timely manner by the employee's supervisor based upon recommendation by the City Manager. This provision will be applied as consistently as possible and will not be unreasonably denied. Continuing Education leave shall be considered as time worked.

E. Leaves

Except as defined in this section, leaves for employees in this section are defined in the Personnel Resolution.

F. Vacation

Employees in the bargaining unit are subject to the Vacation provisions contained in the Personnel Resolution.

G. Vacation Accrual Limits

- 1) Employees' total vacation hours in this unit will have a maximum of twice the annual accrual amount, with a cap of 400 hours for an employee. Once an employee's balance reaches 400 hours they will stop accruing vacation until the balance is below 400 hours.
- 2) Annually, at the end of each calendar year, employees may transfer up to 40 hours per year to their deferred compensation from this account.
- 3) Annually, at the end of each calendar year, employee may also set aside up to 20 hours per full year of service toward retiree share of payment for medical premium after retirement.
- 4) Any outstanding balance in this account shall be paid to the employee upon retirement.

H. Cash-In-Lieu of Vacation Pay

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.
- 2) 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.
- 3) Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31<sup>st</sup> 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 31<sup>st</sup> 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.
- 4) Employees may request a cash-in-lieu payment for up to 80 hours of vacation in any calendar year.
- 5) 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.

I. Holidays

Employees in the bargaining unit are subject to the Holidays provisions contained in the Personnel Resolution.

J. Sick Leave

Employees in the bargaining unit are subject to the Sick Leave provisions contained in the Personnel Resolution.

K. Voting Leave

Employees in the bargaining unit are subject to the Voting Leave provisions contained in the Personnel Resolution.

L. Advances in Pay Schedule

Advances in Pay Schedule information may be found in the City's Personnel Rules.

**VIII. PUBLIC WORKS STANDBY AND CALL-IN PROVISION**

- A) Those employees who perform "standby" duties will be compensated as follows: payment of \$500 for each one-week period of stand-by/pager, plus overtime for the time required to complete rounds (minimum of 2 hours of overtime) each of the days the Department is closed; and, payment of 2 hours minimum overtime for each actual call out. For each City holiday that occurs during the designated standby period, the employee shall be paid an additional \$150.00.

In addition, employees performing stand-by duties shall have the use of a Department vehicle during the one-week time period.

- B) An employee in the Public Works Department who is required and expected to be immediately available after normal working hours on weekdays, weekends, and holidays, in the event of an emergency, and who is assigned the duty of checking on City water wells, sewer lift stations, Ives Pool, park restrooms and other duties assigned by the Public Works Superintendent must be considered to be on standby duty. Immediate response time is understood to be a maximum of 30 minutes to the reporting site. Employees on Standby Duty must respond within 30 minutes to the reporting site.
- C) While an employee is on standby duty they shall be considered to be employed by the City, and they shall adhere to all rules and regulations for employee conduct regarding behavior, alcohol and drug use. Permission shall be obtained by the Superintendent prior to allowing passengers in a City vehicle who are not employed by the City.
- D) Any deviation from the standby duty scheduling roster shall be reported to either the Maintenance Supervisor or the Superintendent, and to the Police Department. This will insure that the employee can be contacted by their supervisor or the Police Department, if necessary. In order to receive auto dialer alarms, the second standby pager shall be carried by the employee filling in for the originally-scheduled standby person.
- E) Overtime shall be paid for each initial emergency call in, at a minimum of two hours at the overtime rate (one and one-half times hourly pay.) If subsequent call-ins are received during the initial two-hour period, which result in work exceeding the initial two hours, the employee shall be compensated at the overtime rate for the actual number of hours spent on that call. Subsequent emergency call-ins that are received after cessation of work from prior call-ins shall be compensated as described in Section G below.
- F) Employees will be paid for all travel time for call-ins up to 30 minutes as stipulated in Section B, above. Weekend and holiday schedules duties, such as checking the reads at the wells, lift stations and pool, and cleaning the restrooms and emptying garbage in the parks, shall begin no later than 10 a.m., unless prohibited due to emergency call-ins.
- G) Employees shall be compensated their hourly overtime rate beginning when they start traveling to the corporation yard or call-in site and shall not be compensated for an additional call-in until two hours expires from the time they logged in on the initial call. Employees are paid overtime for all hours worked during a callout period whether responding to one or more calls. However, if an employee completes a call out that requires at least 2 hours of work and departs that call out and is then called out again they are entitled to another 2-hour minimum.
- H) Phone work compensation for employees who are not called-in, but who are contacted to resolve work problems will be paid for a minimum of one (1) hour's pay at the overtime rate, for telephone calls received or made during the one-hour period. In the event a later telephone call is received, after the cessation of work from the prior one-hour of telephone work time, the employee shall be paid for an additional one hour at the overtime rate for all telephone calls



made or received during the next hour. Phone work compensation may only be authorized and/or initiated by the Public Works Superintendent, Maintenance Supervisor, or Senior Maintenance Worker. For purposes of compensation a phone call of less than one minute shall be considered "de minimis" and not compensable. Multiple "de minimis" phone call will be considered in the aggregate, and shall be compensable phone work compensation.

- I) Standby assignments will be rotated as equitably as possible among all maintenance workers cleared for full duty.
- J) Commencement and cessation of call-in begins with leaving home (or wherever the employee is located) to respond to the employer's request to work, and ends upon the employee's arrival at home. Travel time is understood to be a maximum of 30 minutes each way. Employees on standby duty must be within 30 minutes travel time of the City, or at home.

## IX. LAYOFF PROVISION

### A) Causes for Layoff

An employee may be subject to layoff by the City Manager because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. Notice of such termination will be given to the employee at least thirty (30) days prior to the effective date of layoff. Such determination shall not be subject to appeal.

### B) Order of Layoff

The order of layoff shall be in reverse order of seniority in the affected classification. "Seniority" shall be defined as length of employment with the City. Seniority shall be calculated on the basis of an employee's time served in paid status as a probationary or regular employee, and time served on military leave of absence.

### C) Right of Displacement

Employees subject to layoff shall be entitled to displace a less senior employee from a position in a lower classification in the same department, provided the employee meets the minimum qualifications for the position; any employee displaced under this subsection is an employee subject to layoff and is entitled to all the rights provided by this Section, including the right to displace another employee.

### D) Reemployment Rights

1) Employees who are laid off pursuant to this Section are eligible for reemployment for a period of twenty-four (24) months from the date of termination, and will be offered reemployment in preference to new applicants. The right to reemployment is limited to the filling of vacancies (created either by termination or new approval) in the same job classification from which the employee was actually laid off.

2) Reemployment offers shall be made in the reverse order of layoff, and shall be made via first

class mail to the employee's last known address. It is the responsibility of the employee to provide the City with a current address for the purpose of notification pursuant to this Section.

3) Acceptance of the reemployment offer must be received by the City Manager within twenty (20) days of the date of mailing. Failure to accept the offer within that time period will be deemed a refusal.

4) Employees on the reemployment list may refuse an offer of reemployment; however, refusal of three (3) offers of reemployment shall automatically cause removal from the list and the loss of reemployment rights.

5) Reemployment of a regular employee within the reemployment period shall result in reinstatement of the seniority, sick leave and salary placement in effect at the time of lay-off. The interval of lay-off status shall not be considered a break in service, but employees shall not earn salary, sick leave, vacation or benefits during that period.

E) Furlough Policy (Administrative Group) – See Attachment 4

## X. UNION RIGHTS

### A) Exclusive Right to Represent

The Union and its authorized representatives have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation. Represented employees are listed.

### B) Meeting Space

Upon request of Union, the City may provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and policies of the City.

### C) Communications

City will furnish adequate bulletin board space measuring no less than 36 X 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of Union.

### D) Union Business

The City agrees to authorize members of the Union Steward Council time to attend to Union business. The Steward Council shall be composed of the three (3) Job Stewards as designated below. The Union shall normally request release time no less than 24-hours in advance of the release date. Requests shall be made to the City Manager or the Assistant City Manager and approval is dependent on the operational needs of the particular department. In making the request, the Union shall specify whether the time to be used will be paid time or unpaid time.

Total paid time spent shall not exceed forty (40) hours in aggregate in any fiscal year. The Union shall provide monthly reporting to the City, of the names and hours used by the Union officers during City work hours. The Union shall notify the City Manager or the Assistant City Manager of the names of the current Union Steward Council members and any subsequent changes.

E) Employee Contact

Union paid staff and designated Job Stewards are permitted to contact represented employees during normal business hours on matters within the scope of representation subject to prior arrangements being made with the City's designated management representative, either the City Manager or the Assistant City Manager. A Union paid staff member should email the City Manager or the Assistant City Manager no less than 24-hours prior to when a proposed meeting is to be scheduled unless there are exigent circumstances.

The City will allow up to a total of four (4) hours per month of paid release time for employee(s) to meet with Union-paid staff during business hours for purposes related to those items referenced in Section F below.

F) Job Steward

The City recognizes the need and affirms the right of the Union to designate Job Stewards from among the employees in the bargaining unit to handle grievances and pre-disciplinary matters at any step, including investigations, and any purposes currently or hereinafter determined applicable under California statutory, case, or administrative law and federal law. The Union may designate two (2) Job Stewards to represent the Public Works group and one (1) Job Steward to represent the Administrative group and shall notify the City Manager or Assistant City Manager of the names of the current Job Stewards and any subsequent changes. The City shall grant the Job Steward a reasonable amount of paid time to contact employees for the purposes described in this Section. Release time shall be requested in accordance with the procedures set forth in Section B above and shall include the approximate time needed and the general nature of the purpose of the meeting. The Union's request for release time for Job Stewards shall be within reasonable limits and shall not interfere with City or department operations. The City will not unreasonably deny the Union's request for release time for the Job Steward or take reprisal against Job Stewards for their lawful activities as provided for under the MOU and State law.

G) Dues Check Off - Union Members

The City agrees to deduct all Union dues, insurance premiums and Assessments from the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted.

H) Bargaining Unit Composition

This Memorandum of Understanding refers to that unit of public works employees of the City of Sebastopol for which the City Council acknowledged SCOPE, now known as SEIU, as the

recognized employee organization for said public works employees listed below. SEIU is recognized as the employee organization for public works and miscellaneous unit consisting of:

**Public Works**

1. Laborer
2. Maintenance Worker I
3. Maintenance Worker II
4. Maintenance Worker III
4. Senior Maintenance Worker
5. Water Treatment Plant Operator/Maintenance Worker III
6. Senior Parks/Facilities Maintenance Worker III

**Administrative**

1. Assistant Planner
2. Office Assistant
3. Jr. Accountant
4. Senior Administrative Assistant
5. Management Analyst
6. Administrative Assistant
7. Account Clerk I
8. Account Clerk II

**XI. MISCELLANEOUS**

- A) CITY and SEIU agree in the meantime, that there are in existence other City Personnel Ordinances, Resolutions and Policies that have heretofore applied to the employees and do not need to be enumerated in detail herein in order to continue to be effective. CITY agrees that whenever information is presented to them by SEIU or by any other source showing such regulations referred to above, conflicts with this Memorandum of Understanding, then this Memorandum of Understanding shall take precedence.
- B) SEIU to work cooperatively with CITY to make revisions to the CITY Personnel Resolution.
- C) Monthly Bargaining Unit Report:  
The City shall provide SEIU a Bargaining Unit Report in electronic malleable format on a monthly basis of all current employees covered by this Agreement, which shall include each employee's:
- Full Name
  - Job Title
  - Department
  - Membership Status (member, fee payer)
  - Work Location (where the member works, not just their mailing address)
  - Work phone number
  - Personal phone number
  - Work E-mail

- Personal e-mail
- Home address

D) New Employee Orientation:

1. The parties acknowledge that the City provides a new employee orientation (onboarding) to each new employee hired by the City.
2. The City will provide time for newly hired employees to participate in a thirty (30) minute in-person on-boarding meeting with an SEIU representative, as small as one individual, within the first fourteen (14) calendar days from the date of hire during regular working hours and onsite without loss in compensation.
3. The City shall grant SEIU designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct these meetings.
4. The City representatives shall be absent from the room during any sessions, meetings or trainings conducted by SEIU, with newly hired employee(s).
5. The City will provide the Union with at least ten working (10) days' notice of any new employee orientation and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of an on-boarding meeting.
6. The City will provide the Union up to 30 minutes of time at the end of the new employee orientation for the Union's representation information to the employee(s).

E) Preparation of Comprehensive Memorandum of Understanding

The parties agree that upon the successful completion of negotiations, a comprehensive MOU will be the ratified document.

F) Installation of Security Camera at all City facilities

In accordance with the requirements to meet and confer on workplace conditions, the City and SEIU have agreed upon the use of security cameras to be placed at all City facilities. These cameras will be used for security purposes only and not for employee monitoring or disciplinary purposes except for any actions by any individuals that violate local, state or federal criminal laws.

G) Discussion of Equity Adjustments for Non-bargaining Unit Members

Upon request, the City agrees to provide SEIU with information used as the basis for equity adjustments for job classifications in other bargaining units.

## XII. SEVERABILITY

In the event that any portion of this memorandum of Understanding is declared invalid, it shall not affect the validity of any other portion of the Memorandum of Understanding not invalidated.

IN WITNESS WHEREOF, the undersigned parties hereby agree to the aforementioned terms and conditions contained within this Memorandum of Understanding dated \_\_\_\_\_.

CITY OF SEBASTOPOL

SERVICE-EMPLOYEES' INTERNATIONAL  
UNION – LOCAL 1021

\_\_\_\_\_  
 Neysa Hinton, Mayor

*A. Burton* 7-9-19  
 Aaron Burton, SEIU Field Repres. Date

*Larry McLaughlin* 7-9-19  
 Larry McLaughlin, City Manager Date

*Erik Billing* 7-9-19  
 Erik Billing, Senior Parks/Facilities Date

\_\_\_\_\_  
 Attest: Mary Gourley, MMC, Assistant City Manager/City Clerk Date

*Andy Cerini* 7-10-19  
 Andy Cerini, Water Treatment Operator Date

*Ana Kwong* 7/9/19  
 Ana Kwong, Finance Director Date

*Rebecca Mansour* 07.09.19  
 Rebecca Mansour, Senior Admin Assistant Date

*Patrick Clark* 7/9/19  
 PATRICK CLARK, LABOR NEGOTIATOR

## ATTACHMENT 1 (SEIU MOU)

RETIREE MEDICAL  
RESOLUTION NO. 5710

A Resolution of the City of Sebastopol Amending Resolution Number 5673

---

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 COVERAGESA. 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/mo.
Single person, over age of 65:	52.80/mo.
With spouse, both under age of 65:	135.85/mo.
With spouse, one over age 65:	114.51/mo.

With spouse, both over age 65: 105.60/mo.

- 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:	\$131.56/mo.
Single person, over age 65:	148.15/mo.
Employee +1, both over age 65:	311.10/mo.
Employee +1, one over age 65:	298.89/mo.
Employee +1, 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 insurance group plan agreement. At no point will the City ever provide a benefit greater than what is defined in any of the insurance group plan agreements, or the Federal COBRA law. If a change occurs to the group plan agreement, or Federal COBRA law, those changes will take precedence over language defined in this resolution.

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

ADOPTED BY CITY COUNCIL ON the 18<sup>th</sup> day of November, 2008

ATTACHMENT 2 (SEIU MOU)  
RETIREE MEDICAL  
RESOLUTION NO. 5734

---

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 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.

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.

IN COUNCIL DULY APPROVED AND ADOPTED 3<sup>rd</sup> day of March, 2009.

Attachment 3 (SEIU MOU)RETIREE HEALTH SAVINGS PLAN

1. Retiree Health Savings Plan: Excess Sick Leave (formerly titled PERS Sick Leave Transfer): At plan inception, those employees with Excess Sick Leave accrual balances will transfer their entire balance up to 400 hours from that account and into their Retirement Health Savings (RHS) Plan. Thereafter, every year at July 1st, employees will transfer up to 100 hours from their Excess Sick Leave account balances into their RHS Plan. At PERS retirement any remaining balance will transfer into their RHS Plan.
2. Vacation: At plan inception and every year thereafter on December 31st, 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.
3. Administrative Leave: At July 1"every year, employees will transfer their account balance up to 40 hours into their Retirement Health Savings Plan. At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.
4. Eligibility for Use: Members are eligible to use the plan at age 55, or at retirement

ATTACHMENT 4  
REMIF Retiree Health Plan Eligibility Guidelines  
(Administrative Group Only)



## REMIF Retiree Health Plan Eligibility Guidelines

### Eligibility Rules for Retiree Benefits

Each participating entity may establish more stringent eligibility standards but, in no event, shall any participating entity have the prerogative of adopting less stringent eligibility standards than those approved by the REMIF Board of Directors.

Each member entity will determine a retiring employee's eligibility for health, dental and vision care benefits based on applicable Memorandums of Understanding (MOU) and/or employment agreements. Should a member entity provide health, dental and vision care benefits for retired employees through REMIF's programs, at a minimum the following eligibility guidelines must be met:

1. **Normal Service Retirement** – To any REMIF member entity employee who has at least ten (10) years of continuous employment with a member entity before retirement and who retires for service under the rules of the Public Employees Retirement System (PERS). Coverage may extend to eligible dependents of the retired employee. Service with any REMIF member entity may be credited toward the years of service requirement at each entity's discretion, as determined by their MOUs and/or employment agreements.
  - a. As of 7/1/11: To be eligible, employees must be enrolled in a REMIF member entity's health program immediately prior to retirement.
  - b. As of 7/1/12: To be eligible, employees must be enrolled in a REMIF member entity's health program immediately prior to retirement; and must have been enrolled for a minimum of 1 year; except when termination is the result of a reduction in force or separation within 1 year from 7/1/12. In that case, refer to rule 1a.
2. **Permanent or Total Disability** – To any employee who has at least ten (10) years of continuous service with the member entity before retirement and who retires for reason of permanent or total disability. Coverage may extend to eligible dependents of the retired employee. Total disability will be determined according to the norms of workers' compensation law, and total disability is defined as a disability rating in excess of fifty percent (50%) as determined by such norms.
  - a. An employee retired for a *service connected disability* need not meet the requirements of ten (10) years of service. An employee who retires from service with a participating employer due to a PERS disability retirement (non-safety) or a PERS Industrial disability retirement (safety) need not meet the requirement of ten (10) years of service. However, he or she must have worked the minimum number of years as required by the participating employer's labor agreement.
3. **Surviving Dependents of a Deceased Active Employee** – Eligibility for coverage for surviving spouse and eligible dependents must be approved and adopted by each REMIF member entity. Where eligibility for surviving dependents has been adopted, enrollment will be offered as follows: To a surviving spouse and eligible dependents of an active employee who had ten (10) years or more of continuous service with a member entity at the date of his or her death; who dies while still an employee of the member entity; and whose surviving spouse and eligible dependent children are enrolled at the time of death. Coverage may continue after the active employee's death for a covered spouse until such time as the covered spouse dies or remarries. Such benefits may also continue for the deceased employee's covered eligible dependent children, but not beyond the twenty-sixth (26<sup>th</sup>) birthday of the dependent child. New dependents acquired by the survivor(s) shall not be eligible for coverage.

Adopted 7-31-12 Telephonic Board Meeting  
REMIF Retiree Eligibility Guidelines



#1

City of Sebastopol  
Memorandum

Irrevocable Election to Cash Out Vacation Hours  
Must turn in by 12.31.19

To: Payroll

From: \_\_\_\_\_

Department \_\_\_\_\_

Regarding: Irrevocable Election to Cash Out Vacation Hours

I am requesting a cash out of \_\_\_\_\_ hours of my annual vacation leave, which accrues in calendar year 2020. I understand this election is irrevocable, and must be received by Payroll by **December 31, 2019**.

During calendar year 2020, I will submit a Vacation Cash Out Request Form to Payroll identifying the pay period in which I would like the cash out to occur.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





#2

## City of Sebastopol Memorandum

Note: This form should be submitted once the employee has accrued the vacation hours for cash-out

To: Payroll

From: \_\_\_\_\_

Department \_\_\_\_\_

Regarding: Vacation Cash-Out Request after accrual

By signing below I certify that I submitted the Vacation Cash Out-Irrevocable Election form prior to January 1st of this year requesting a cash out of \_\_\_\_\_ hours of my accrued vacation leave. I understand that this request can only be done once per calendar year. I am requesting that the vacation leave hours be cashed out in Pay Period \_\_\_\_\_ Pay Date \_\_\_\_\_

I understand that I must have accrued the requested number of vacation leave hours in the current calendar year. If Payroll determines that I have not accrued the requested hours, then the vacation leave hours will not be cashed out. If this occurs, it will be my responsibility to submit an additional Vacation Cash Out Request form once the hours have been accrued.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
APPROVING AND ADOPTING THE AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
FOR APPOINTED CITY MANAGER (Employer Hiring Authority: City Council)

WHEREAS, Employee serves as the City of Sebastopol City Manager; and

WHEREAS, any changes to said contract shall be approved by the City Council; and

WHEREAS, City Council and Employee have met and conferred on June 4th, June 18th and June 25th, 2019 and City Council has unanimously approved the amendments to said employment; and

WHEREAS, the City and Employee agreed to revisions to current employment agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendments to the Agreement for Professional Services for the City Manager.

IN CITY COUNCIL, DULY PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of July 2019 by the following vote:

VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Neysa Hinton, Mayor

ATTEST: \_\_\_\_\_  
Mary Gourley, MMC, Assistant City Manager / City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney Larry Mclaughlin

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY MANAGER (Employer Hiring Authority: City Council)  
(Amendment Number 3)

This Amended and Restated Employment Agreement ("Agreement – Exhibit B") is made and entered into on this 16<sup>th</sup> day of July, with an effective date of July 1, 2019, by and between the City of Sebastopol, California (herein "City" or "Employer") and Larry McLaughlin, (hereinafter referred to as "Employee"), with reference to the following facts:

WHEREAS, Employer and Employee entered into a contract of employment on May 1, 2012 to the position of Interim City Manager of the City of Sebastopol; and

WHEREAS, Employee was Appointed by the City Council on January 8, 2013, to the position of City Manager of the City of Sebastopol; and

WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and

WHEREAS, on August 5, 2014, Employer and Employee approved an extension of the contract to January 14, 2017; and

WHEREAS, on March 16, 2016, Employer and Employee approved an extension of the contract to January 14, 2021; and

WHEREAS, Employee has and continues to perform functions and duties as the City of Sebastopol City Manager for the City of Sebastopol as assigned by the City Council; and

WHEREAS, the City and Employee now desire to make certain minor revisions to their current employment agreement (Exhibit A); and

WHEREAS, City Council and Employee have met and conferred on June 4<sup>th</sup>, June 18<sup>th</sup> and June 25<sup>th</sup>, 2019 and City Council has unanimously approved the amendments to said employment and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, all remaining terms and conditions of said Agreement of March 3, 2013, August 5, 2014, and March 16, 2016, are incorporated herein and remain in full force and effect; and

WHEREAS, Employee shall continue to receive such applicable benefits, bonuses, incentives, holidays, etc., in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing; and

WHEREAS, This amendment and restated agreement shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement.

NOW, THEREFORE BE IT RESOVLED, for and in consideration of the covenants and mutual promises herein set forth, the parties agree to amendments as listed in Exhibit A.

The above and foregoing amendment was duly passed, approved and adopted at a publicly noticed meeting by the City Council on this 16<sup>th</sup> day of July, 2019 by the following vote:

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Neysa Hinton

EMPLOYEE: \_\_\_\_\_  
Larry McLaughlin, City Attorney

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

## EXHIBIT A

### COMPENSATION:

Salary: Employee shall be paid an annual base salary as listed and approved in the Pay Rate and Ranges and any future updates to Ordinance No. 563 that are amended, approved and adopted by the City Council; a copy of which is available on the City of Sebastopol city Web site at [www.cityofsebastopol.org](http://www.cityofsebastopol.org). Prior to June 30, 2022, the employer and/or employee shall request a reopener for negotiations of salary and/or other compensation benefits.

Administrative: In order to compensate overtime exempt management employee for the added hours worked, employee shall be granted a total of 120 hours Administrative Leave with pay during each fiscal year. 60 Hours to be credited on July 1st of each year and 60 hours to be credited to January 1st of each year. Unused hours to be cashed out no later than May 30th of each fiscal year to being balance to zero on June 30th of each fiscal year. In the event of resignation, termination, or retirement, an employee will be paid for unused hours of their accrued administrative leave balance.

Vacation Leave Accrual Limits: Vacation to be accrued at 10 hours per payroll. Any vacation balance that exists in excess of three times the Employee's accrual rate may be cashed out during the year but no later than December 1<sup>st</sup> of each year.

Sick Leave Accrual Limits: Sick leave to be accrued at 5 hours per payroll. No cap on sick leave as stated in personnel rules.

Personal Days: Employee is granted two personal days per fiscal year, hours to be consistent with work shift.

Benefits: Effective July 1, 2019, Employee shall receive a set stipend of \$300 per month to be paid by the employer into employee's IMCA Deferred Compensation Plan.

Longevity Pay: Employee is authorized an additional 1% of yearly salary effective July 1, 2019 and an additional 3% yearly salary beginning of the anniversary date of 25 years of service with the City.

Vehicle allowance. Employee shall receive a set stipend of Three Hundred Fifty Dollar (\$350.00) per month car allowance to reimburse employee for use of a personal vehicle in pursuit of recognized official duties within and around the County of Sonoma. Said allowance shall be payable upon the first pay cycle of the month. Employee shall be reimbursed for use of such vehicle for official travel to and from destinations outside County of Sonoma at the same rate that is paid to other City employees for similar travel.

Electronic Allowance: The City shall provide Employee with a cellular phone allowance for mobile telephone, Cellular is a set stipend of \$80 per month to offset the costs of personal device. Said allowance shall be payable upon the first pay cycle of the month.

EMPLOYMENT AGREEMENT

This Agreement is made and entered into on this 5th day of March 2013, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee), pursuant to these terms and conditions:

A. WHEREAS, the Employer and Employee mutually desire to set forth herein certain procedures, benefits and requirements regarding the employment of Employee by Employer; and

B. WHEREAS, the Employer desires to employ the services of Employee on the terms and conditions set forth herein as City Manager of said City under the terms and conditions recited herein; and

C. WHEREAS, Employee desires to accept employment as the City Manager of said City under the terms and conditions recited herein.

NOW, THEREFORE, the Employer and Employee hereby mutually covenant and agree to the following:

1. Specified Term:

- A. The Employer hereby hires Employee and Employee hereby accepts employment with Employer for a period of two (2) years beginning January 15, 2013, and ending on January 14, 2015.
- B. This Agreement may be terminated earlier as hereinafter provided.
- C. After January 14, 2015, the Employer and Employee may renegotiate the term of this Agreement. In the event that, for any reason, a mutually agreeable term cannot be reached by both parties, this Agreement shall automatically terminate in accordance the provisions in Section 1.A.
- D. Employee is, and shall remain, the City Attorney, a permanent position. Upon termination of Employee's services as City Manager, Employee shall continue as City Attorney on the same terms and conditions as existed on May 25, 2012.

2. Title and Description of Duties:

- A. The employee shall serve as City Manager of the City of Sebastopol. In that capacity, the Employee shall do and perform all duties, services, acts, and all that is necessary or advisable to fulfill the duties of City Manager as specified by law, and in City Ordinance Nos. 379, 473, and 493, as amended from time to time. However, Employee shall at all times be subject to the direction of the City Council and to the policies established by the City Council.

## EXHIBIT B

- B. Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Employee understands that the determination of timeliness and professionalism lies solely in the discretion of the City Council. Specific tasks and work plans will be discussed and agreed upon at least annually between the Employer and Employee to ensure that a mutual understanding of priorities is established and that both parties strive to achieve common goals and objectives.
- C. Employee agrees that to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations of him either expressly or implicitly by the terms of this Agreement.
3. Salary and Benefit Compensation of Employee:
- A. Evaluation: The City Council shall evaluate the Employee's performance on a regular basis as such times that the Council may request.
- B. Annual Salary: As compensation for the services to be rendered by the Employee, Employer shall pay Employee at an annual salary rate of \$128, 904.00 as of January 15, 2013. This salary is payable in promoted installments on the same payment schedule as other City employees. Employee shall receive cost of living increases as provided to other management employees during the term of this contract.
- C. Holiday, Vacation and Sick Leave:
- I. Employee shall receive all holidays normally provided to all City management employees.
  - II. Employee shall accrue ten (10) hours of vacation time each month.
  - III. Sick leave accrual will be eight (8) hours per month.
  - IV. Upon termination by Employer, for any reason, the Employer shall compensate Employee for all accrued vacation and sick leave. In the event Employee voluntarily resigns, the Employee shall be entitled to 100% of the value of vacation time accrued.
- D. Administrative Leave: Employee shall accrue 80 hours of administrative leave per year.
- E. Insurance: All insurance benefits including medical, dental, vision and life insurance shall be provided to the Employee as provided to other management employees of the City. In the event the Employee chooses not to participate in the City plans, he may choose to receive the City paid premium benefits for medical coverage applied to his deferred compensation plan.
- F. PERS Retirement: Employee shall make such employee contributions to the California Public Employees' Retirement System as are required of other management employees of the City.
- G. Medical After Retirement: The Employee shall receive medical premium benefits after retiring from the City under the PERS retirement plan in accordance with City policy.

H. Other Benefits: Employee shall receive such other benefits and leave as are provided currently or into the future by the City management and supervisory personnel under the same terms and conditions.

4. Termination of Employment:

Termination by Employer:

A. Employee is an "at will" employee, and pursuant to the provisions of Ordinance No. 379, the Employer may at any time terminate Employee upon a three member vote of the whole City Council in a regular City Council meeting. The power of the City Council to remove the City Manager pursuant to this paragraph shall be limited as set forth in Ordinance No. 473.

B. In the event of such termination while the Employee is willing to perform the duties of City Manager, Employee shall be provided 30 days advance notice of the intent to terminate. Such notice shall not be required if termination is due to voluntary termination under Paragraph 5.B., Employee's death, incapacity due to injury or illness (physical or mental) for a period in excess of 60 days, and act of willful misconduct or malfeasance, a breach of a term of this agreement, or if by conviction of a felony, or conviction of a misdemeanor involving moral turpitude or dishonesty for personal gain.

5. Termination by Employee:

A. Employee may, at any time and for any reason, terminate his employment with the Employer by providing 30 days advance written notice of termination to Employer by certified or registered mail, return receipt requested.

B. As set forth in Paragraph 1.D, above, Employee's position as City Attorney shall not be affected by the provisions of this Section.; however, the City Council shall meet and confer with employee regarding his tenure, pay, benefits as City Attorney.

C. Notices: Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Council c/o Mayor  
City of Sebastopol  
7120 Bodega Avenue, Post Office Box 1776  
Sebastopol, CA 95473-1776

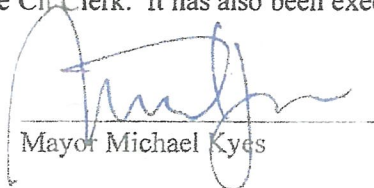
TO EMPLOYEE: Lawrence McLaughlin  
c/o City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472



EXHIBIT B

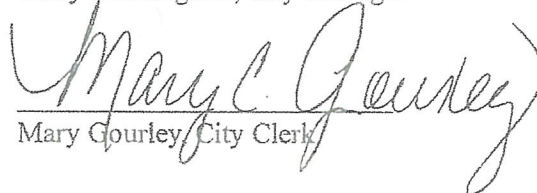
6. Entire Agreement: This agreement is the final expression of the complete agreement of both understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.
7. Assignment: This Agreement is not assignable by either Employer or Employee.
8. Severability: In the event that any provisions of this Agreement is finally held or determined to be illegal or void by a duly appointed arbitrator or by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.
9. Counterparts: This Agreement shall be executed in two counterparts, each of which shall be deemed an original. but all of which together shall constitute one and the same instrument.
10. Government Code Section: 53243.2: Pursuant to Government Code 53243.2, Employee agrees that if this Agreement is terminated, Employee shall reimburse the City the full amount of any cash settlement Employee received from the City relating to that termination if the Employee is convicted of a crime involving an abuse of his office or position.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk. It has also been executed by the employee.

  
\_\_\_\_\_  
Mayor Michael Kyes

  
\_\_\_\_\_  
Larry McLaughlin, City Manager

ATTEST:

  
\_\_\_\_\_  
Mary Gourley, City Clerk

**EXHIBIT B**


**AMENDMENT TO EMPLOYMENT AGREEMENT  
EXTENSION OF CONTRACT**


This Agreement is made and entered into on this 5th day of August, 2014, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee"), pursuant to these terms and conditions:

- A. WHEREAS, on January 8, 2013, the Employer approved appointment of Employee to the position of City Manager of the City of Sebastopol; and
- B. WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and
- C. WHEREAS, Employer and Employee mutually desire to continue the employment as the City Manager of said City under the terms and conditions recited in contract dated March 5, 2013 and attached and incorporated in this extension, for a period of two years from its current expiration date.

NOW, THEREFORE, the Employer and Employee hereby mutually agree to the following:

- A. The Employer and Employee hereby agree to extend said contract with Employee for a period of two (2) years beginning January 15, 2015 and ending January 14, 2017.
- B. All remaining terms and conditions of said Agreement of March 13, 2013 are incorporated herein and remain in full force and effect.

  
ROBERT JACOB  
EMPLOYER  
MAYOR, CITY OF SEBASTOPOL

  
LARRY McLAUGHLIN  
EMPLOYEE  
CITY MANAGER, CITY OF  
SEBASTOPOL

ATTEST:   
Mary C. Gourley, CMC, City Clerk

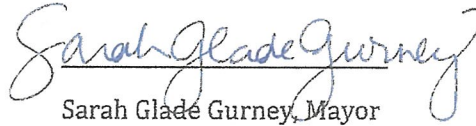
AMENDMENT TO EMPLOYMENT AGREEMENT EXTENSION OF CONTRACT

This Agreement is made and entered into on this 15<sup>th</sup> day of March, 2016, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee"), pursuant to these terms and conditions:

- A. WHEREAS, on January 8, 2013, the Employer approved appointment of Employee to the position of City Manager of the City of Sebastopol; and
- B. WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and
- C. WHEREAS, on August 5, 2014, Employer and Employee approved an extension of the contract to January 14, 2017; and
- D. WHEREAS, Employer and Employee mutually desire to continue the employment as the City Manager of said City under the terms and conditions recited in contract dated March 5, 2013 and attached and incorporated in this extension, except as amended below.

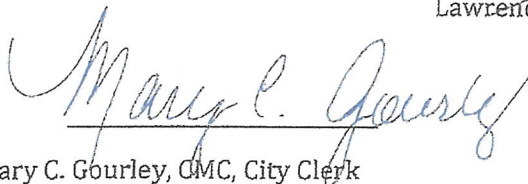
NOW, THEREFORE, the Employer and Employee hereby mutually agree to the following

- A. The Employer and Employee hereby agree to extend said contract with Employee to January 14, 2021.
- B. Paragraph 3.C.(II) is amended as follows: "Employee shall accrue ten ~~(10)~~ **sixteen (16)** hours of vacation time each month."
- C. All remaining terms and conditions of said Agreement of March 5, 2013 are incorporated herein and remain in full force and effect.

  
Sarah Glade Gurney, Mayor

  
Lawrence W. McLaughlin

ATTEST:

  
Mary C. Gourley, OMC, City Clerk

Resolution Number 6076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE EXTENSION OF THE EMPLOYMENT CONTRACT FOR CITY MANAGER

WHEREAS, the Sebastopol City Council has unanimously approved extension of the City Manager's employment agreement; and


WHEREAS, the Sebastopol City Council and City Manager have entered into this agreement in recognition of the benefits accruing each party; and

WHEREAS, this Agreement will ensure the retention City Manager services and the performance of the duties of the said office in a manner which serves the best interests of the City, subject to the direction of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sebastopol City Council approves the following amendments to the City Manager Employment Contract:

IN COUNCIL DULY PASSED this 15<sup>th</sup> day of March, 2016.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:


Approved:   
Sarah Glade Gurney, Mayor

AYES: Councilmembers Eder, Slayter, Vice Mayor Glass and Mayor Gurney

NOES: None

ABSENT: Councilmember Jacob

ABSTAIN: None

ATTEST:   
Mary Gourley, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
APPROVING AND ADOPTING THE AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY CLERK (Employer Hiring Authority: City Council)  
ASSISTANT CITY MANAGER (Employer Hiring Authority: City Manager)

WHEREAS, Employee serves as the City of Sebastopol Assistant City Manager and City Clerk; and

WHEREAS, any changes to said contract shall be approved by the City Council; and

WHEREAS, City Council and Employee have met and conferred on June 4th, June 18th and June 25th, 2019 and City Council has unanimously approved the amendments to said employment; and

WHEREAS, the City and Employee agreed to revisions to current employment agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendments to the Agreement for Professional Services for the Assistant City Manager and City Clerk.

IN CITY COUNCIL, DULY PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of July 2019 by the following vote:

VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Neysa Hinton, Mayor

ATTEST: \_\_\_\_\_  
Mary Gourley, MMC, Assistant City Manager / City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney Larry McLaughlin

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY CLERK (Employer Hiring Authority: City Council)  
ASSISTANT CITY MANAGER (Employer Hiring Authority: City Manager)  
(Amendment Number 1)

This Amended and Restated Employment Agreement ("Agreement – Exhibit B") is made and entered into on this 16<sup>th</sup> day of July, with an effective date of July 1, 2019, by and between the City of Sebastopol, California (herein "City" or "Employer") and Mary Gourley, (hereinafter referred to as "Employee"), with reference to the following facts:

WHEREAS, Employee was Appointed by the City Council in September 2006 for the City of Sebastopol as City Clerk; and

WHEREAS, Employee was promoted to the Position of Assistant City Manager/City Clerk effective October 2016; and

WHEREAS, Employee has and continues to perform functions and duties as the City of Sebastopol City Clerk for the City of Sebastopol as assigned by the City Council as well performing the Assistant City Manager duties and responsibilities as has been assigned by the City Manager; and

WHEREAS, the City and Employee now desire to make certain minor revisions to their current employment agreement (Exhibit A); and

WHEREAS, City Council and Employee have met and conferred on June 4<sup>th</sup>, June 18<sup>th</sup> and June 25<sup>th</sup>, 2019 and City Council has unanimously approved the amendments to said employment and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, All remaining terms and conditions of said Agreement of October 4, 2016, are incorporated herein and remain in full force and effect; and

WHEREAS, Employee shall continue to receive such applicable benefits, bonuses, incentives, holidays, etc., in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing; and

WHEREAS, This amendment and restated agreement shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement.

NOW, THEREFORE BE IT RESOVLED, for and in consideration of the covenants and mutual promises herein set forth, the parties agree to amendments as listed in Exhibit A.

The above and foregoing amendment was duly passed, approved and adopted at a publicly noticed meeting by the City Council on this 16th day of July, 2019 by the following vote:

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Neysa Hinton

EMPLOYEE: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Larry McLaughlin, City Attorney

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

## EXHIBIT A

### COMPENSATION:

**Salary:** Employee shall be paid an annual base salary as listed and approved in the Pay Rate and Ranges and any future updates to Ordinance No. 563 that are amended, approved and adopted by the City Council; a copy of which is available on the City of Sebastopol city Web site at [www.cityofsebastopol.org](http://www.cityofsebastopol.org). Prior to June 30, 2022, the employer and/or employee shall request a reopener for negotiations of salary and/or other compensation benefits.

**Administrative:** In order to compensate overtime exempt management employee for the added hours worked, employee shall be granted a total of 120 hours Administrative Leave with pay during each fiscal year. 60 Hours to be credited on July 1st of each year and 60 hours to be credited to January 1st of each year. Unused hours to be cashed out no later than May 30th of each fiscal year to being balance to zero on June 30th of each fiscal year. In the event of resignation, termination, or retirement, an employee will be paid for unused hours of their accrued administrative leave balance.

**Vacation Leave Accrual Limits:** Vacation to be accrued at 10 hours per payroll. Any vacation balance that exists in excess of three times the Employee's accrual rate may be cashed out during the year but no later than December 1<sup>st</sup> of each year.

**Sick Leave Accrual Limits:** Sick leave to be accrued at 5 hours per payroll. No cap on sick leave as stated in personnel rules.

**Personal Days:** Employee is granted two personal days per fiscal year, hours to be consistent with work shift.

**Benefits:** Effective July 1, 2019, Employee shall receive a set stipend of \$300 per month to be paid by the employer into employee's IMCA Deferred Compensation Plan.

**Longevity Pay:** Employee is authorized an additional 1% of yearly salary effective July 1, 2019 and an additional 3% yearly salary beginning of the anniversary date of 25 years of service with the City.

**Vehicle allowance.** Employee shall receive a set stipend of Three Hundred Fifty Dollar (\$350.00) per month car allowance to reimburse employee for use of a personal vehicle in pursuit of recognized official duties within and around the County of Sonoma. Said allowance shall be payable upon the first pay cycle of the month. Employee shall be reimbursed for use of such vehicle for official travel to and from destinations outside County of Sonoma at the same rate that is paid to other City employees for similar travel.

**Electronic Allowance:** The City shall provide Employee with an electronic allowance for mobile telephone, Cellular Service / Wi Fi for Laptop as a set stipend of \$125 per month to offset the costs of personal devices for official business. Said allowance shall be payable upon the first pay cycle of the month.



**AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED ASSISTANT CITY MANAGER/CITY CLERK**

This Agreement is made and entered into on this 4<sup>th</sup> day of October, 2016, with an effective date of September 20<sup>th</sup>, 2016, by and between the City of Sebastopol, California (herein "City" or "Employer") and Mary Gourley, (hereinafter referred to as "Employee"), with reference to the following facts:

WHEREAS, City desires to retain Employee as the Assistant City Manager/City Clerk; and

WHEREAS, Employee was hired September 2006 for the City of Sebastopol as City Clerk; and

WHEREAS, Employee has and continues to perform functions and duties as City Clerk for the City of Sebastopol as well as the Assistant City Manager duties and responsibilities as has been assigned; and

WHEREAS, Municipal Code 2.12.100 states that "It shall be the duty of the City Manager to, and he shall appoint, remove, promote and demote any and all officers and employees of the City of Sebastopol, except the City Clerk, City attorney and City Treasurer, subject to Personnel rules and regulations as adopted by the City Council" and

WHEREAS, Employer desires to continue conditions of employment for Employee on the terms and conditions set forth herein as Assistant City Manager/City Clerk of City under the terms and conditions recited herein; and

WHEREAS, Employer and Employee hereby mutually covenant and agree to the following:

**A. EMPLOYMENT:**

The term of this Agreement shall be through January 14, 2021, and to be renewed annually thereafter unless changed by written mutual agreement. September 2006, Employer hired Employee to serve as the City Clerk for the City of Sebastopol and said Employer desires continued services of Employee. Additionally, Employee has been performing the duties of the Assistant City Manager for the last 3+ years. It is at the Employer's desires to continue the services of said employee as the Assistant City Manager/City Clerk.

**B. TITLE AND DESCRIPTION OF DUTIES:**

- 1) The employee serves as Assistant City Manager/City Clerk of the City of Sebastopol. In that capacity, the Employee shall do and perform all duties, services, acts, and all that is necessary or advisable to fulfill the duties of Assistant City Manager/City Clerk as specified in approved job description or by law. Employee shall at all times be subject to the direction of the City Council (for City Clerk Duties) and to the City Manager (for Assistant City manager Duties) and to the policies established by the City Council; however; City Council hereby authorizes City Manager, acting on the City Council's behalf, to amend said contract as may be needed from time to time to set working conditions and agreements for this position.

- 2) Employee agrees to accomplish specific tasks as specified and described in the Assistant City Manager/City Clerk job description in a timely and professional manner. Employee understands that the determination of timeliness and professionalism lies solely in the discretion of the City Council for the City Clerk duties and with the City Manager for the Assistant City Manager duties.
- 3) Employee agrees that to the best of her ability and experience, she will at all times loyally and conscientiously perform all of the duties and obligations of her as Assistant City Manager/City Clerk either expressly or implicitly by the terms of this Agreement.

**C. COMPENSATION:**

For the services to be provided pursuant to this agreement, Employee shall receive the following compensation. The City Council shall evaluate the Employee's performance on a regular basis as such times that the Council may request.

- a) **Salary:** Employee shall be paid an annual base salary of (\$133,596). Such salary shall be effective on September 20, 2016. On July 1, 2017, Employee annual salary shall increase to (\$137,604). On July 1, 2018, Employee annual salary shall increase to (\$143,108) as listed and approved in the Pay Rate and Ranges, and any future updates to Ordinance No. 563 that are amended, approved and adopted by the City Council. Prior to June 30, 2019, the employer or employee may request a reopener for negotiations of salary. This salary is payable in promoted installments on the same payment schedule as other City employees.
- b) **Benefits:** Disability, Life, Health Insurance, Deferred Compensation Plan; Employer agrees to provide to Employee medical, dental, vision, life and long term disability insurance under the same terms and conditions said insurance is offered to the management employees, and any future update, amended, approved and adopted by the City Council. In the event the Employee does not choose to participate in the City plans, she may choose to receive the City paid premium benefits for medical coverage applied to her deferred compensation plan.
- c) **Retirement:**
  - i. The City implements the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' System. "Employee contributions" shall mean those contributions to the California Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code Section 20691.
  - ii. The amount of the contributions designated as employee contributions and paid by the City to the California Public Employee's Retirement System on behalf of Employee shall be the entire contribution required of the employee

- by the California Public Employees' Retirement Law (California Government Code Sections 20000, et. seq.). These contributions for "Classic members" are defined as 7% for non-public safety employees. Should the employee contribution change as a result of amendments to the aforementioned Government Code section, employee contributions will be limited to the percentages stated, assuming such amendments allow the City to adjust the designated employee contribution level.
- iii. The contributions designated as employees' contributions made by the City to the California Public Employee's Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System. Medical After Retirement Benefit/Retiree Health Plan: Resolution Number 2357 of the City of Sebastopol (known as the Master Personnel Resolution) updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of this bargaining unit. The following amendments are made with respect to existing provisions of the Memorandum of Understanding between the City and the Unrepresented, by Resolution Number 5710 per Attachment 2, and Resolution 5734, per Attachment 3.
  - iv. To fund future costs of retiree health premiums, those employees hired after July 1, 2006 may voluntarily participate in the existing benefit plan provided: The employee contributes 1% of base salary to a maximum of \$60/month to a retiree trust fund, to be matched by an equal City contribution. The City contribution will not be available to any employee hired after July 1, 2011. Employees may only elect to participate in this option within 60 days of their employment start date. This fund shall be managed separate and apart from the existing fund used for this purpose. An employee who elects to participate in this benefit, but decides at a later date that he/she no longer wishes to continue in this program, may request a reimbursement of 85% of the contributions that they have made to the fund as of that date. An employee that leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.
  - v. Resolution Number 6087 or as amended of the City of Sebastopol updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of Unrepresented.
- d) Longevity Pay: Employee is entitled to an additional 2% of monthly pay following 8 years of full-time service with the City, and an additional 2% is authorized following 15 years of full-time service with the City.

- e) **Educational Incentive Pay:** Employee is entitled to 11% of monthly pay earned by completion off the job training programs.
- f) **Vacation, Administrative and Sick Leave:** Upon the Commencement Date, the Employee shall receive such benefit and other applicable benefits in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing.
- g) **Vacation Leave Accrual Limits:**
- i. Any vacation balance that exists in excess of three times the Employee's accrual rate shall be transferred into a separate account.
  - ii. Annually, Employee may cash out up to 20 hours and transfer up to 40 hours to the deferred compensation form accrued bank.
  - iii. Employee may also set aside up to 10 hours per year of service toward retiree share of payment for medical premium after retirement.
  - iv. Any outstanding balance in this account shall be paid to the employee upon retirement. Employee shall receive such benefit and other applicable benefits in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing.
- h) **Cash in Lieu of Vacation Pay:**
- v. Beginning July 1, 2004, the City will set aside the sum of \$25,000, annually, for payment in lieu of accrued vacation to all eligible City employees, subject to the following limitations:
    - a. Employee must maintain a minimum of 100 hours of accrued vacation in order to be eligible to request a cash-in-lieu payment.
    - b. For accrued balances in excess of 100 hours, employees may request a cash in lieu payment for up to 40 hours of vacation in any fiscal year.
    - c. City will set aside a total of \$25,000 per fiscal year (\$15,000 in October, and \$10,000 in April) for payment of cash in lieu of vacation. City will accept written requests for cash in lieu of vacation between October 1 and October 15. If all requests total an amount greater than \$15,000, approved requests will be pro-rated accordingly. If total requests are less than \$15,000, the unused amount will be rolled toward to the period of April 1 through April 15 for disbursement according to the same procedure. In no event shall the total amount of in-lieu payments exceed \$25,000 in any fiscal year.
    - d. Employee shall designate the payroll date on which they wish to

receive the cash payment, at the time of the request.

- e. Employee may rescind their request, in writing, at any time prior to the closing of the payroll period for which the payment was requested.
- f. Employee shall receive such benefit and other applicable benefits in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing.

i) **Administrative Leave:**

In order to compensate overtime exempt management employees for the added hours they work, management employees shall be granted a total of 80 hours Administrative Leave with pay during each fiscal year (3.34 hours credited to the employee's accrued balance during each pay period). City Manager has authority to grant use of Administrative Leave in advance of accrual. Management employees may be paid for up to 40 hours of unused administrative leave time at the end of each fiscal year. In the event of resignation, termination, or retirement, an employee will be paid for up to 40 hours of their accrued administrative leave balance.

j) **Sick Leave Accrual Limits:**

- i. Sick leave beyond the 240 hour maximum may continue to accrue during the period of July 1<sup>st</sup> through June 30<sup>th</sup> of each year. By June 25<sup>th</sup> of each year, employee shall choose one of the following options:
  - a. Set aside the accrued sick leave above 240 hours for conversion to PERS service credit upon retirement; hour set aside under this option shall be available for employee to use for sick leave, if necessary, subject to the provisions of this section in accord with Council Policy#75
  - b. "Sell back" accrued sick leave in excess of 240 hours to City for a cash payment, said payment to be calculated as 50% of the dollar value of the then current base salary multiplied by the number of hours of sick leave in excess of 240
  - c. Invest the equivalent value derived in (2) above in City deferred compensation program
  - d. Employee shall receive such benefit and other applicable benefits in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing.

- k) **Floating Holidays:** Effective July 1, 2004, Floating Holidays must be used within the Fiscal Year during which they are accrued and may not be carried forward to the following fiscal year or paid in cash. The Floating Holiday benefit shall be extended to a total of 20 hours.

- l) **Holidays:** For holidays that occur on weekend day, those holidays shall be moved to the next appropriate workday as described in City policy. Those holidays that occur on weekday, normal time off (Friday's), holiday shall be moved to the closest prior workday.

#### D. **SEPARATION**

**Termination by Employer:** Employer may at any time terminate Employee upon a three member vote of the whole City Council in a regular City Council meeting. Employee shall be provided 30 days advance notice of such termination, unless other parties agree otherwise. Employee agrees to remain in the exclusive employ of the City for so long as employment is mutually acceptable to both Employee and City. In the event Employee is terminated from employment while still willing and able to perform her duties under this Agreement, then City agrees to pay Employee six (6) month severance of monthly base pay plus all applicable incentives compensation. Employee shall be entitled to the compensation earned and accrued to include sick leave, vacation leave, administrative leave and such other termination benefits and payments as may be required by law. In addition, City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Act of 1986 (COBRA)

**Termination by Employee:** Employee may, at any time and for any reason, terminate this employment as Appointed Assistant City Manager/City Clerk by providing 90 days advance written notice of termination to Employer. Employee's position as City Clerk shall not be affected by the provisions of this Section; however, the City Council shall meet and confer with employee regarding his tenure, pay, benefits as City Clerk.

**Arbitration:** Any controversy or claim arising out of or pertaining to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be enforced as provided by California Law. City shall pay the fees and costs of the American Arbitration Association, the arbitrator's fee shall be shared equally, and otherwise the parties shall bear their own costs.

**Notices:** Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Council c/o Mayor  
City of Sebastopol  
7120 Bodega Avenue, Post Office Box 1776  
Sebastopol, CA 95473-1176

TO EMPLOYEE: Mary Gourley  
c/o City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472

**Entire Agreement:** This agreement is the final expression of the complete agreement of both parties with respect to the matters specified herein and supersedes all prior oral and written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

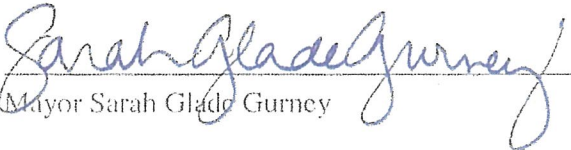
**Assignment:** This Agreement is not assignable by either Employer or Employee unless otherwise indicated above.

**Severability:** In the event that any provisions of this Agreement is finally held or determined to be illegal or void by a duly appointed arbitrator or by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

**Counterpart:** This Agreement shall be executed and shall be deemed an original unless amended in writing by mutual consent.

Government Code Section 53243.2: Pursuant to Government Code Section 53243.2. Employee agrees that if this Agreement is terminated, Employee shall reimburse City the full amount of any cash settlement Employee received from the City relating to that termination if the Employee is convicted of a crime involving an abuse of her office or position.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed in its behalf by its Mayor and said employee.

  
\_\_\_\_\_  
Mayor Sarah Glade Gurney

  
\_\_\_\_\_  
Mary Gourley, MMC, Assistant City Manager/City Clerk

RESOLUTION NO. 6106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE EMPLOYMENT CONTRACT FOR ASSISTANT CITY MANAGER/CITY CLERK

WHEREAS, the Sebastopol City Council has on July 19<sup>th</sup>, September 6<sup>th</sup>, 2016, and September 20<sup>th</sup>, 2016, unanimously approved the Assistant City Manager/City Clerk's employment agreement; and

WHEREAS, the Sebastopol City Council on September 20, 2016 and October 4, 2016, approved the job title and description for the position of Assistant City Manager/City Clerk; and

WHEREAS, the Sebastopol City Council and City Manager wish to enter into agreement for said employee as Assistant City Manager/City Clerk; and

WHEREAS, the Sebastopol City Council and the Assistant City Manager/City Clerk have entered into this agreement in recognition of the benefits accruing each party; and

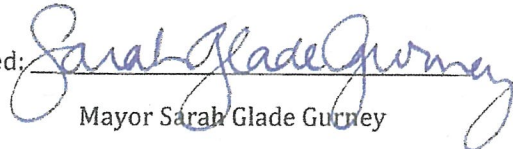
WHEREAS, this Agreement will ensure the retention of Assistant City Manager/City Clerk services and the performance of the duties of the said office in a manner which serves the best interests of the City, subject to the direction of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City of Sebastopol City Council approves the Contract for the Assistant City Manager/City Clerk as attached.

IN COUNCIL DULY PASSED this 4<sup>th</sup> day of October, 2016.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

Approved:

  
Mayor Sarah Glade Gurney

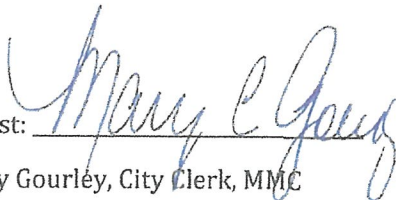
Ayes: Councilmembers Eder, Jacob, Slayter and Mayor Gurney

Noes: None

Absent: Vice Mayor Glass

Abstain: None

Attest:

  
Mary Gourley, City Clerk, MMC

Approved as to Form:

  
Larry McLaughlin, City Attorney