

RESOLUTION NO. 6094

RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL APPROVING
AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
(MOU) WITH THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)
FOR JULY 1, 2016 THROUGH JUNE 30, 2019

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 (SEIU) 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, 2016 through June 30, 2019 Memorandum of Understanding with the Service Employees' International Union (SEIU).

IN COUNCIL DULY ADOPTED this 21st day of June, 2016.

VOTE

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

Noes: None

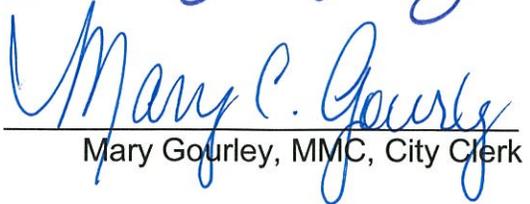
Absent: Councilmember Jacob

Abstain: None

APPROVED: _____


Mayor Sarah Glade Gurney

ATTEST: _____


Mary Gourley, MMC, City Clerk

Approved as to Form: _____


Larry McLaughlin, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SEBASTOPOL
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION**

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MEMORANDUM OF UNDERSTANDING
July 1, 2016 through June 30, 2019

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, 2016 and end on June 30, 2019.

II. WAGE PROVISION

- A. During the term of this agreement, salaries for members of the bargaining unit shall be according to the current pay rates and ranges, in accordance with Ordinance No. 563, approved by the City Council on June 21, 2016, or updates thereof.
- B. 3% COLA to all members effective July 1, 2016;
- C. 3% COLA to all members effective July 1, 2017
- D. 4% COLA to all members effective July 1, 2018
- E. 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.

III. RETIREMENT PROVISION

- A. CITY and SEIU agree that Public Works and miscellaneous employees represented by SEIU shall be included in the California Public Employees Retirement System "Section 21354 2% @ 55 Full and Modified formula for local miscellaneous members".
- B. The "highest 12 months" formula shall be used for calculating the retirement benefit.
- C. Effective on July 1, 2011, the City will implement 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.

The amount of the contributions designated as employee contributions and paid by the City of Sebastopol to the California Public Employee's Retirement System on behalf of an 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 9% for public safety employees and 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.

The PERS Public Employee Pension Reform Act (PEPRA) legislation passed by Assembly Bill 340, established new categories for non-Classic members effective January 1, 2013 and those employee/employer rates are 11.50% for public safety, and 6.25% for non-public safety employees. Non-classic members also referred to as PEPRA members are those individuals who are new to the CalPERS retirement system, or who have greater than six months of separation between one CalPERS employer to another CalPERS employer.

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.

IV. INSURANCE PROVISIONS

- A. Vision Care: City agrees to continue to provide for employees and dependents coverage, in a City self-insured vision plan, to cover corrective vision care services by an ophthalmologist, optometrist or dispensing optician, up to a maximum of \$350 annually per person. There is no limit, other than the \$350 total, on the number of lens or frame replacements. Employees in the bargaining unit are eligible for the Vision Care benefit provisions.

- B. Dental Benefit: The City agrees to provide, at no premium cost to employees and their dependents, a dental service coverage program on a City self-insured basis. The annual aggregate total dental expenses to be paid by the City for the benefit of the bargaining unit shall be the Regular Schedule of Coverage as defined in the table below. Upon exceeding of the annual aggregate total, coverage for dental claims submitted for work performed during the balance of the fiscal year shall be paid under the Reduced Schedule of Coverage in the table below.

Procedure	Regular Schedule of Coverage	Reduced Schedule of Coverage
Diagnostic and Preventative, Basic, Crown & Casts	90% of usual, customary and reasonable charges	80% of usual, customary and reasonable charges
Prosthodontic	90%	50%
Orthodontic Procedures	90%	50%
Orthodontic Lifetime Maximum	\$3,000 per person	\$3,000 per person
Fiscal Year Maximum	EE \$1,300	Same
	EE +1 \$1,750	
	FF \$785 each	
Annual Aggregate Group Limit for Reduced Coverage \$8,000		

The City will pay to the provider direct, the scheduled benefit in full. The employee is responsible to pay the provider any costs in excess of the scheduled benefit.

C. Life Insurance:

Employees in the bargaining unit are eligible for the Life Insurance benefit provisions contained in the Personnel Resolution.

D. Health Insurance:

1. During the term of this agreement for the period July 1, 2016 through June 30, 2017, the City will pay Health Insurance Premiums in accord with the schedule in Attachment 5 Each year thereafter for the term of this agreement, health insurance premiums shall be subject to re-opening.
2. 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 1.1 times the typical employee share of health insurance premiums.
3. 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:

Coverage	In-Lieu Benefit*	Salary Benefit
Full Family	\$300.00	\$275.00
Employee + 1	\$228.00	\$209.00

Employee Only	\$109.00	\$100.00
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*Examples of in-lieu benefits are: deferred compensation, other medical expenses, life insurance, long-term care insurance and any other city-approved benefit program.

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

E. 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.

F. Health Insurance for Layoffs

Employees who are laid off may elect to continue Health Insurance Coverage for themselves and their dependents up to 18 months through COBRA or until employed, except that the premium cost for such coverage shall be paid by the ex-employee.

V. OTHER COMPENSATION AND BENEFITS

A) Longevity

Regular employees are entitled to an additional 2% of monthly pay beginning the first day of the 9th year of full-time service with the City of Sebastopol, and an additional 2% is authorized beginning the first day of the 16th of full-time service with the City. Part-time prior service may be counted on a pro-rata basis.

B) Educational Incentive Pay

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) 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.

D) Workers Compensation

City agrees to guarantee employees eligible for workers compensation coverage 80% of their regular salary for one year. 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) Overtime

Overtime will be paid by CITY for the payroll reporting period during which it is earned, on the subsequent pay check date.

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 \$530 per year payable in one equal installments 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 Reimbursement

City will reimburse employees for tuition and books for attending and completing, with satisfactory grade, work-related educational courses, recommended by Department Heads, and approved by Department Head.

I) Direct Deposit

City will provide direct deposit of bi-weekly paychecks in local banks.

VI. HOURS OF WORK AND PAID LEAVE

A) Regular Hours of Work

The work week will be 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.

B) Flexible Work Schedule

1) The City recognizes that flexible scheduling of work hours which accommodate the personal needs of employees may be of benefit to both the City and the employee, and may be in accordance with the "Trip reduction Program" of the City. Unit members may voluntarily work a flexible schedule so long as the needs of the City are being met.

2) Requests for flexible schedules shall be evaluated by the Department Head, and approved by the City Manager. Requests may be submitted by individual employees or groups of employees who share common assignments. Different types of schedules may be implemented depending on the employees' assignments. An employee or group of employees requesting flexible schedules shall demonstrate as part of their request that the public service needs of the City will continue to be met, and that all employees requesting the change in schedule are in agreement with the flexible scheduling arrangements. Requests meeting these criteria shall not be arbitrarily denied.

C) Standard Operating Procedures for the SEIU 4/10 Work Week Schedule

1) Definition of Work Weeks

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 shall be from 12:00 a.m. Monday to 11.59 p.m. Sunday of the following week.

2) Limitations

No flexible scheduling arrangement shall result in an employee earning mandatory overtime for a regular 40 hour work week. Employees who work on a holiday will not be paid at time and a half unless their total work hours exceed 40 hours in the designated work week.

3) Vacation

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

4) Vacation Accrual Limits

Employees may accrue a vacation time off balance maximum of 200 hours or up to two times their annual vacation accrual rate whichever is greater. Under special circumstances approved in advance by the City Manager, employees may accrue beyond the maximum for a defined period of time.

5) Cash In Lieu of Vacation Pay

Beginning July 1, 2004, the City will set aside the sum of \$25,000, annually, for

payment of cash in lieu of accrued vacation to all eligible City employees, subject to the following limitations:

- a) Employees 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) Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request.
- e) Employees may rescind their request, in writing, at any time prior to the closing of the payroll period for which the payment was requested.

D) Holidays

Employees in the bargaining unit are subject to the Holidays provisions contained in the Personnel Resolution, except that Columbus Day is not a paid holiday for this unit (see E. 2, below).

E) Floating Holidays

- a) Employees in the bargaining unit are subject to a total of 30 hours.
- b) Employees in this bargaining unit shall receive one extra Floating Holiday per year, in lieu of a paid holiday on Columbus Day.

F) Sick Leave

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

G) Voting Leave

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

VII. STANDBY AND CALL-IN PROVISION

- A) Those employees who perform “standby” duties shall be compensated as follows: payment of \$440 for each one week period of stand-by/pager, plus 2 hours overtime for 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 \$110.00. 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 shall be considered to be on standby duty. Immediate response time is understood to be as maximum of 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. If, after two hours, and additional call-in is received, the employee shall begin a subsequent

two hour call-in period.

- 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.

VIII. 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.

IX. 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.

B) Employee Contact

Union paid staff is permitted to contact represented employee during normal business hours on matters within the scope of representation subject to prior arrangements being made with the designated management representative of the employees being contacted.

C) 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.

D) 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.

E) Union Officers

The City agrees to authorize members of the Union Board of Directors, time to attend to his/her Union business. Total time spent shall not exceed 40 hours in aggregate in any fiscal year. Union shall provide monthly reporting to the City, the names and hours used by Union officers during City hours. In all cases, the Union officer shall secure permission from his/her supervisor before leaving a work assignment.

F) Job Steward

The City recognizes the need and affirms the right of Union to designate Job Stewards from among employees in the bargaining unit to handle grievances pertaining to this agreement. Union may designate one (1) Job Steward to represent bargaining unit employees in grievance procedures. For this purpose, the City shall grant the Job Steward a reasonable amount of time not to exceed one (1) hour per grievance. The City will not take reprisal against Job Stewards for their lawful activities as provided for under this agreement 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) Non-Union Members Service Fee

At the request of SEIU, the City agrees to deduct from monthly pay of full-time City employees in the unit who are not a member of SEIU, a monthly service fee, determined annually by an analysis of chargeable and non-chargeable activities conducted by SEIU, and forward to SEIU for representation. In no event shall the service fee exceed SEIU unit membership dues.

I) Maintenance of Membership

All Union members who have authorized in writing, or who may thereafter authorize in writing the deduction of these Union dues, shall remain on payroll deduction for the term

of this Memorandum or so long as they are members of the representative units.

J) 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:

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

X. 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) Preparation of Comprehensive Memorandum of Understanding

The parties agree that upon the successful completion of negotiations, a comprehensive MOU will be the ratified document. The existing Employee Handbook will no longer be in effect or apply in any way to the members of this bargaining unit. Personnel Resolution 2357 as amended will be the only basis for personnel policies containing the terms and conditions of employment as modified by the current MOU in force between the SEIU and the City of Sebastopol.

D) Installation of Security Camera at Corporation Yard

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 the Public Works Corporation Yard. 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.

D) 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.

XI. 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 June 21, 2016.

CITY OF SEBASTOPOL

SERVICE-EMPLOYEES'
INTERNATIONAL UNION – LOCAL 1021

Sarah Glade Gurney 6/22/16
Sarah Glade Gurney, Mayor Date

Lorenzo Sotelo 6.27.16
Lorenzo Sotelo, Field Representative Date

[Signature]
Larry McLaughlin, City Manager Date

Eric Scott 6/22/16
Eric Scott, Maintenance Worker III Date

Mary C. Gourley
Attest: Mary Gourley, MMC, City Clerk Date

Andy Cerini 6-22-16
Andy Cerini, Water Treatment Operator Date
ASC

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 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/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 18th 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 3rd 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 5 (SEIU MOU)

HEALTH INSURANCE

SEIU Employee Group Contribution

Plan / Category	FY 2016/17 Total Premium	Total Premium Cost Increase	ER/EE Share of Premium Cost Increase	FY 2016/17 \$ Employee Contribution	FY 2016/17 % Employee Contribution	FY 2016/17 \$ Net City Share	FY 2016/17 % Net City Share
Blue X Single	721	62	31	(182)	25.3%	539	74.7%
Blue X Double	1,511	127	63	(412)	27.3%	1,099	72.7%
Blue X Family	2,158	181	90	(632)	29.3%	1,526	70.7%
Kaiser Single	679	32	16	(182)	26.8%	497	73.2%
Kaiser Double	1,357	62	31	(354)	26.1%	1,003	73.9%
Kaiser Family	1,920	88	44	(534)	27.8%	1,386	72.2%