

RESOLUTION NO. 6095

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, 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 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, 2016 through June 30, 2019 Memorandum of Understanding with the Management, Mid-Management and Unrepresented Employees.

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

VOTE

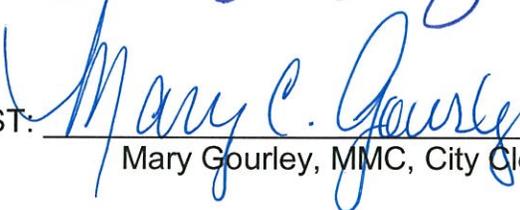
Ayes: Councilmembers Eder, Slayter, Vice Mayor Glass and Mayor Gurney

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
MANAGEMENT, MID-MANAGEMENT AND
UNREPRESENTED EMPLOYEE GROUP**

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Memorandum of Understanding
Between the Management, Mid-management and Unrepresented
Employee Group and the City of Sebastopol
For July 1, 2016 – June 30, 2019

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, 2016 and end on June 30, 2019.

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.

III. WAGES PROVISION

A. During the term of this agreement, salaries for members in this group shall be according to the current pay rates and ranges in Accordance with Ordinance No. 563, and any future updates to Ordinance No. 563.

B. The following COLA to all members as follows:

- | | |
|--------------------------|------|
| 1) Year 1 (July 1, 2016) | 2.6% |
| 2) Year 2 (July 1, 2017) | 3.0% |
| 3) Year 3 (July 1, 2018) | 4.0% |

C. Salary Compaction:

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.

IV. RETIREMENT PROVISIONS

A. REMIF Retiree Health Plan Eligibility Guidelines is attached and incorporated in this Memorandum of Understanding. (Attachment 4)

- B. Pursuant to the prior City Council ratification, the City will continue to 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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:

- 1) The benefit schedule for the city/employee payments of health insurance premiums effective July 1, 2016 are shown in the table below:

Plan / Category	Proposed FY 2016/17 Total Premium	Current Arrangement FY 2016/17 \$ Employee Contribution	FY 2015/16 \$ Net City Share
Blue X Single	\$ 721	\$ 180	\$ 541
Blue X Double	\$ 1,511	\$ 403	\$ 1,108
Blue X Family	\$ 2,158	\$ 614	\$ 1,544
Kaiser Single	\$ 679	\$ 132	\$ 547
Kaiser Double	\$ 1,357	\$ 279	\$ 1,078
Kaiser Family	\$ 1,920	\$ 427	\$ 1,493

- 2) The increase in the Kaiser Permanente and REMIF plan on identical terms (“clone”) health insurance plan premiums shall be split equally between the City and the member

for Fiscal Year 2016/17. Unrepresented and City agree to re-open negotiations in regard to health insurance in Year 2 and Year 3.

- 3) 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. 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	25%	20%
	In-Lieu ICMA	Salary Benefit
Employee Only	\$ 162	\$ 129
Employee + 1	\$ 324	\$ 259
Family	\$ 458	\$ 366

- 4) 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.

B. Dental Benefit:

Beginning July 1, 2016 dental coverage benefits shall be as follows:

Procedure	Regular Schedule of Coverage	
Diagnostic and Preventative, Basic, Crown & Casts	90% of usual, customary and reasonable charges	
Prosthodontic	60%	
Orthodontic Procedures	60%	
Orthodontic Lifetime Maximum	\$2,000 per person	
Fiscal Year Maximum	EE	\$1,300
	EE +1	\$1,750
	FF	\$780 each

- C. Vision Care: City agrees to continue to provide for employees and dependents coverage, in a City self-insured vision care 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.

- D. 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.

VI OTHER COMPENSATION AND BENEFIT

A. Longevity:

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% is authorized following 15 years of full-time service with the City. Part-time prior service may be counted on a pro-rata basis.

B. Vacation Accrual Limits:

- a) Effective September 1, 2006, any vacation balance then existing in excess of three times the employee's accrual rate shall be transferred into a separate account. Employees shall stop vacation accrual at three times their accrual rate effective 1/1/07.
- b) Annually, employees may cash out up to 20 hours and transfer up to 40 hours per year to their deferred compensation from this account.
- c) Employee may also set aside up to 10 hours per year of service toward retiree share of payment for medical premium after retirement.
- d) Any outstanding balance in this account shall be paid to the employee upon retirement.

C. Cash in lieu of Vacation Pay:

- a) 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:
- b) Employees must maintain a minimum of 100 hours of accrued vacation in order to be eligible to request a cash-in-lieu payment.
- c) 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.
- d) 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.

- e) Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request.
- f) 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. Sick Leave:

Effective July 1, 2004, Section V-B. of the Personnel Resolution shall be amended to read as follows: For all unrepresented employees, sick leave accrual shall be limited to a maximum of 240 hours subject to the further exceptions provided below:

- a) Sick leave beyond the 240 hour maximum may continue to accrue during the period of July 1 through June 30 of each year. By June 25 of each year, employee shall choose one of the following options:
- b) Set aside the accrued sick leave above 240 hours for conversion to PERS service credit upon retirement; hours 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.
- c) "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;
- d) Invest equivalent value derived in (b) above in City Deferred Compensation Program.
- e) In the event employee does not choose one of the above options, City shall pay employee per section (c) above.

E. 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.

F. Holidays:

For holidays that occur on weekend days, 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.

G. 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 guarantee employees eligible for workers compensation coverage 80% of their regular salary for one year.

H. Advances in Pay Schedule:

Effective July 1, 2004, advancement in the salary rate of an employee from Step A to Step B shall be made on the first day of the next month following the employee's completion of six months service in such class. Advancement from Step B to Step C shall be on satisfactory completion of twelve months service in Step B. Advancement in further steps shall be upon completion of one year satisfactory service in each step.

I. Furlough Policy:

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

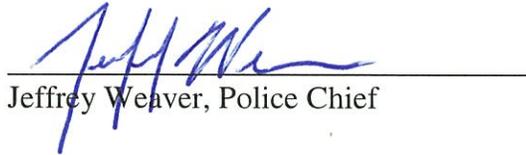
IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this Memorandum of Understanding signed and approved on

June 21, 2016

CITY OF SEBASTOPOL

MANAGEMENT, MID-MANAGEMENT AND
UNREPRESENTED EMPLOYEES


Sarah Glade Gurney, Mayor


Jeffrey Weaver, Police Chief


Larry McLaughlin, City Manager


William Braga, Fire Chief


Attest: Mary Gourley, MMC, City Clerk

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.
- l) 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

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 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 3rd day of March, 2009.