Agenda Item Number: #7

Agenda Report Review by:
City Manager

CITY OF SEBASTOPOL
CITY COUNCIL
STAFF REPORT

Meeting Date:	August 2, 2016
To:	Honorable Mayor and City Councilmembers
From:	City Manager Larry McLaughlin
Subject:	Adoption of Resolution Approving an Amended Comprehensive Memorandum of Understanding for Sebastopol Police Officers Association (SPOA) Bargaining Group
Recommendation:	That the City Council Adopt the Resolution Approving an Amended Comprehensive Memorandum of Understanding for Sebastopol Police Officers Association (SPOA) Bargaining Group
Funding:	Currently Budgeted: ____(YES) __(NO) _xxx__(N/A) Net General Fund Cost: $ If Cost to Other Fund(s):

INTRODUCTION:
This item is to request the City Council Adopt the Resolution Approving an Amended Comprehensive Memorandum of Understanding for Sebastopol Police Officers Association (SPOA) Bargaining Group.

BACKGROUND:
City personnel documents are amended periodically as required. The City updates employee's labor agreements, also known as a Memorandum of Understanding (MOU) through a meet and confer process, and this process coincides with the city's annual budget update. Changes may occur throughout the year, due to reopening clauses, or other legislation from outside sources.

DISCUSSION:
At the July 5, 2016 City Council Meeting, the City Council adopted the Comprehensive Memorandums of Understanding for the SPOA. Since that time, City staff was notified by CalPERS that the SPOA MOU language needed to be amended for clarification regarding the additional one percent that SPOA employees were contributing to PERS with the current MOU. Changes to the SPOA MOU language is only on page 9.

Therefore, in compliance with CalPERS, the agreed upon amended language is as follows:

B) Employee cost for Classic Safety retirement: Effective July 1, 2016, or as soon as administratively possible by CalPERS, the Employee shall pay an additional 1% cost shared in addition to their current 9% member contribution for a total of 10%. Until

such time for the contract between CalPERS and the City is amended and approved, the additional 1% cost shared by the employee shall remain in effect and shall contribute toward Employer's contributions. Effective July 1, 2017, the Employee shall pay an additional 1% cost shared to the current 1% plus 9% member contribution for the total of 11%. Effective July 1, 2018, the Employee shall pay an additional 1% cost shared to the current 1% plus 1% plus 9% member contribution for a total of 12%.

D) Employee cost for Classic Miscellaneous retirement: Effective July 1, 2016, or as soon as administratively possible by CalPERS, the Employee shall pay an additional 0.5% cost shared in addition to their current 7% member contribution for a total of 7.5%. Until such time for the contract between CalPERS and the City is amended and approved, the additional 0.5% cost shared shall remain in effect and shall contribute toward Employer's contributions. Effective July 1, 2017, the Employee shall pay an additional 0.5% cost shared to the current 0.5% plus 7% member contribution for a total of 8%.

RECOMMENDATION:

That the City Council Approve the Resolution Approving an Amended Comprehensive Memorandum of Understanding for Sebastopol Police Officers Association (SPOA) Bargaining Group

Attachment:

Amended SPOA MOU

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

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

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

This Memorandum of Understanding 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 Memorandum of Understanding.

I) TERM OF AGREEMENT

The term of this three-year agreement will be from July 1, 2016 through June 30, 2019.

II) WAGES PROVISION

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. The following pay increase will apply to all SPOA members as follows:

1) Year 1 (July 1, 2016) 3% increase to base salary for all SPOA members and 1% equity increase to base salary for Dispatchers and Police Technician
2) Year 2 (July 1, 2017) 3% increase to base salary for all SPOA members and 1% equity increase to base salary for Dispatchers and Police Technician
3) Year 3 (July 1, 2018) Step "F" (sixth step) will be added to the pay rates and ranges for all classifications. The new F step shall be an increase of 5% over the 5th step (step E) on the salary schedule. Advancement to the sixth step would occur after twelve months of satisfactory service at the 5th step.

*On July 1, 2018, employees with one or more years of service at the fifth step, and a current "satisfactory/meets expectations" performance evaluation, would automatically advance to the new sixth step. Thereafter, advancement to the sixth step would occur in the same manner as advancement to the lower steps.

* With respect to this provision, there is not currently a performance evaluation program in place at the Sebastopol Police Department, but both parties have agreed to promptly meet and confer regarding the installation of such program. If such program has not been instituted within 18 months of the date of this MOU, both parties agree to meet and confer on said issue.

III) WORK CONDITIONS & HOURS

A) The Chief of Police may schedule police department personnel to work shifts in excess of 40 hours in a calendar week provided, however, that the total hours so scheduled shall not exceed 240 hours in the 28-day work period established for the department and providing that the employee voluntarily agrees to the work schedule prior to the employee being assigned to the work schedule. Work in accordance with such work shifts shall not be considered overtime. Police bargaining unit personnel serving as full-time permanent employees shall be compensated for overtime work in excess of eight (8) hours on a "5/8" schedule, or ten (10) hours on a "4/10" schedule.

B) An employee's work schedule will not be changed without seven (7) days advance, written notice. Exceptions to this policy may be made in emergency situations or in response to unforeseen illness in the department. In such cases, the employee shall have the option of either adjusting her/his schedule, if there is sufficient coverage, 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.

C) During the term of this agreement, all sworn members of the bargaining unit will be assigned to work a four/ten (4/10) work schedule. During the term of this agreement, non-sworn members of the bargaining unit, except for one (1) dispatch position, shall work a four/ten (4/10) work schedule.

IV) PAYROLL/TIMEKEEPING

A) Off-Duty Hours/Call-Out Pay: An employee of the Police Department on off-duty hours who is required to return to work for an unscheduled event 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 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 hour for hour after three (3) hours, excluding a one (1) hour meal break, whichever is greater. If court appearance is cancelled on the same day, 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, and assigned by the Police Chief to train new employees, an additional 5% of base salary shall 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 Sebastopol Police Department "K-9 Handler", a salary increase of 3.25% of base pay can be earned by personnel assigned to such position. This compensation shall be in recognition of all services performed outside of regular working hours to attend to the needs of the dog assigned to the Sebastopol department's K-9 program. It is expected that the K-9 officer will primarily attend to the care and training of the dog during working time. This incentive pay is compensation for that amount of time for which the officer may not be on duty and need to provide care for the dog. Any period of discontinuance or suspension of the K-9 program services that does not require the assigned officer to provide for the care and/or training of the assigned dog, will void this incentive pay provision. City shall reimburse handler for cost of food for canine 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: Any regular, full time employee who is certified bilingual in Spanish shall receive an additional compensation at the rate of $125.00 per calendar month. Any employee who is certified as fluent in Spanish shall receive an additional compensation at the rate of $175.00 per calendar month. The benefit shall be paid on an hourly basis for time worked or when the employee is available full time for interpretive services, or approved leave for vacation, sick leave or CTO. The benefit shall not be provided for hours while on unpaid leave, worker's compensation or disability leave unless the employee is requested and willing to provide interpretive services while on disability or worker's compensation leave.

1) 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. Such a certification program to determine standards for each of these levels of fluency shall be developed by the City in cooperation with the SPOA by January 1, 2004. 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: When Officers and Police Personnel are scheduled to work the regularly scheduled relief shift for the Police Department work schedule, they shall be paid an additional 2.5% pay in addition to their regular salary, for the period of time they are scheduled to work said relief shift.

H) Graveyard Shift Pay: Dispatchers in this bargaining unit will receive a two and one-half percent (2.5%) pay differential for working graveyard shift.

I) Longevity Pay: 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 service of full-time service with the City. 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 years of service with the Department and possession of a CLETS/NCIC certificate will entitle the employee to a 5.5% increase over base pay. Completion of 10 years of service with the Sebastopol Police Department and possession of a POST Trainer Certificate will entitle the employee to an additional 5.5% pay increase subject to the prior recommendation of the Police Chief, with approval of the City Manager. The total education incentive for dispatchers shall not exceed 11% over base pay.
   2) Possession of a POST intermediate certificate shall qualify sworn officers of the SPOA bargaining unit for a $100 increase over base pay provided the officer has been employed for one year with the Sebastopol Police Department.
   3) For employees who obtained their certificate prior to 12/6/05, possession of a POST Advanced certificate shall qualify sworn officers for a 7.5% increase on base pay provided the officer has been employed for one year with the Sebastopol Police Department.
   4) For employees who obtain their certificate after 12/6/05, possession of a POST Advanced certificate shall qualify sworn officers for a 5.5% increase on base pay provided the officer has been employed for one year with the Sebastopol Police Department.

V) SALARY RATES & COMPENSATION PLAN

A) See Exhibit A for current Police Employee Salary Schedule

B) Advances in Pay Schedule:
Advancement in the salary rate for 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.

VI) INSURANCE COVERAGES

A) 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. Employees in the following employment classification(s) are eligible to use vision benefits: Regular full-time salaried employees, Police Control Aides, and Police Control Aide Trainees.

B) Dental Insurance: The City provides, at no premium cost to employees and their dependents, a dental service coverage program on a City self-insured basis which provides the following coverage if total dental claims remain below certain limits:
   1) 90% of usual, customary and reasonable charges (UCR)
   2) 90 % of Prosthodontics
   3) 90% of Orthodontics (lifetime maximum of $3,000)
   4) The City will pay to the dentist direct, 90% of the balance owed for eligible services. The employee will be responsible for paying the balance of the amount directly to the dental provider. Upon request, the City will provide each employee with a dental plan insurance description for their dentist.
   5) For Police Bargaining Unit, the maximum benefit for dental coverage is $1,500 for an employee without dependents. For employee with dependents, the benefit is $1,000 times the number of covered members of the employee's family. If during a fiscal year, the amount budgeted by the City for dental insurance coverage is about to expended, the city and Police shall meet and re-confer.

C) Life Insurance:

   1) City provides life insurance coverage for full-time salaried employees, Police Control Aides, and Police Control Aide Trainees, through REMIF Redwood Empire Municipal Insurance Fund, at no cost to the employee.
   2) The insurance is a "term" type of coverage and the policies terminate coverage when the employee retires or leaves employment with the City.

   3) Police personnel have a benefit level of $20,000 in life insurance coverage.

D) 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. Any future increase in insurance premiums in the Kaiser Permanente and REMIF plans on identical terms "clone" health insurance plans shall be split equally between the City and the members.

Plan / Category	Proposed FY 2016/17 Total Premium	Current Arrangement FY 2016/17 $ Employee	FY 2016/17 $ Net City Share
Blue X Single	$ 721	$ 170	$ 551
Blue X Double	$ 1,511	$ 383	$ 1,128
Blue X Family	$ 2,158	$ 585	$ 1,573
Kaiser Single	$ 679	$ 135	$ 544
Kaiser Double	$ 1,357	$ 284	$ 1,073
Kaiser Family	$ 1,920	$ 434	$ 1,486

2) 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 medical insurance plan, the City agrees to pay an in-lieu amount based upon the following schedule:

Coverage	In-Lieu Benefits	Salary Benefit
Full Family	$300.00	$275.00
Employee + 1	$228.00	$209.00
Employee only	$109.00	$100.00

(b) Examples of in-lieu benefits are: deferred compensation, other medical expenses, life insurance, long-term care insurance and any other city approved benefit program.

(c) 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 in June, 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.

(d) Health Plan – Upon request by the bargaining unit, the City agrees to review and discuss the potential for alternative health plans to control costs of medical 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.

E) LTD Insurance Coverage: effective April 1, 2001, the SPOA has approved conversion to the PORAC Long Term Disability plan offered by Myers-Stevens & Co., Inc. Payment of this premium will be deducted from the Sebastopol Police Officer's Association's 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 Long Term Disability program.

VII) 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 cash in accrued vacation leave subject to the following limitations:

1) Employees must maintain a minimum of 100 hours of accrued vacation in order to be eligible to request a cash-in-lieu payment. Employees with more than 80 hours, but less than 100 hours accrued vacation time may apply to the City Manager for approval of a cash-in-lieu benefit for hours in excess of 80 hours.

2) For accrued balances in excess of 100 hours, employees may request a cash in lieu payment for up to 80 hours of vacation in any fiscal year.

3) Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request.

4) Employees may rescind their request, in writing, at any time prior to the closing of the payroll period for which the payment was requested.

C) Vacation:

SPOA employees shall accrue paid vacation time as follows:

0 through 4 years of service	96 working hours per year
5 through 10 years of service	136 working hours per year
11 through 15 years of service	160 working hours per year
16 through 20 years of service	200 working hours per year
21 years and over of service	240 working hours per year

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 all employees.

D) Sick Leave:

1) City will grant sick leave to all employees in this unit at the rate of 10 hours per calendar month.

2) Upon retirement, or layoff because of the discontinuance of a position, or a reduction in force, an employee who has completed five (5) consecutive years of employment shall be entitled to a lump sum payment for one-half of accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours at the rate of pay in effect at time of termination of employment. The maximum entitlement under this paragraph is a total of 360 hours of pay.

3) Upon retirement, or layoff because of the discontinuance of a position, or a reduction in force, an employee who has completed ten (10) consecutive years of employment shall be entitled to a lump sum payment for seventy-five percent of accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours at the rate of pay in effect at time of termination of employment. The maximum entitlement under this paragraph is a total of 540 hours of pay.

4) Upon retirement, or layoff because of the discontinuance of a position, or a reduction in force, an employee who has completed twenty (20) consecutive years of employment shall be entitled to a lump sum payment for 100% of accumulated but unused sick leave up to a maximum of eight hundred (800) hours at the rate of pay in effect at time of termination of employment.

5) Medical Premium Account: Employees who retire under the Public Employees Retirement System may establish a bank of funds using their unused sick leave to pay the retiree's share of medical premium costs as provided in City Council Policy No. 75, effective July 1, 2003. This program became obsolete in 2010 when the SPOA established a RHS Retirement Health Savings Plan through ICMA.

E) 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) Memorial Day - last Monday in May
   (f) Independence Day - July 4th
   (g) Labor Day - first Monday in September
   (h) Columbus Day - second Monday in October
   (i) Veteran's Day - November 11th
   (j) Thanksgiving - fourth Thursday in November
   (k) Friday after Thanksgiving
   (l) Christmas Day - December 25th
   (m) Floating Holiday
   (n) Floating Holiday

2) Holiday Overtime Pay: The Police Department has adopted a policy which requires all regular department employees (except administrative personnel) to adopt a work

schedule without regard to when holidays occur. Each regular employee therefore granted ten (10) hours of pay at the overtime rate (1.5) for each holiday. Employees must be in a working status, or approved vacation, CTO or sick leave to be eligible for that portion of holiday overtime pay. An employee on 4850 salary continuation, family medical leave, long term disability or other extended leave does not qualify for holiday overtime pay.

SPOA Members who are required to work on a City Holiday, excepting Floating Holidays, shall 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.

3) The two (2) floating holidays are a twenty (20) hour benefit. All floating holidays must be used within the Fiscal Year during which they are accrued.

F) 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.

VIII) RETIREMENT:

A) Retirement: PERS 3% @ 50 benefit to be provided to Classic PERS Safety Members of the SPOA as of November 1, 2001.

B) Employee cost for Classic Safety retirement: Effective July 1, 2016, or as soon as administratively possible by CalPERS, the Employee shall pay an additional 1% cost shared in addition to their current 9% member contribution for a total of 10%. Until such time for the contract between CalPERS and the City is amended and approved, the additional 1% cost shared by the employee shall remain in effect and shall contribute toward Employer's contributions. Effective July 1, 2017, the Employee shall pay an additional 1% cost shared to the current 1% plus 9% member contribution for the total of 11%. Effective July 1, 2018, the Employee shall pay an additional 1% cost shared to the current 1% plus 1% plus 9% member contribution for the total of 12%.

C) Retirement Plan for Classic Miscellaneous employees: Local Miscellaneous personnel as defined for purposes of CalPERS shall be included in PERS retirement plan under Section 21354 "2%@55 formula for miscellaneous members" and Section 20042 "One-Year Final Compensation". The City agrees to provide single highest year PERS retirement calculation for non-safety members.

D) Employee cost for Classic Miscellaneous retirement: Effective July 1, 2016, or as soon as administratively possible by CalPERS, the Employee shall pay an additional 0.5% cost shared in addition to their current 7% member contribution for a total of 7.5%. Until such time for the contract between CalPERS and the City is amended and approved, the

additional 0.5% cost shared by the employee shall remain in effect and shall contribute toward Employer's contributions. Effective July 1, 2017, the Employee shall pay an additional 0.5% cost shared to the current 0.5% plus 7% member contribution for a total of 8%.

E) 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. The benefit for PEPRA miscellaneous employees is 2% at 62, and 2.7% at 57 for PEPRA public safety employees. The employee/employer rates are 11.50% for public safety, and 6.25% for non-public safety (miscellaneous) 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.

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

F) 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. See Attachment 1, Health Insurance Resolution 5710.

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. See Attachment 2, Retiree Medical Insurance Resolution 5733.

G) 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.

IX) MISCELLANEOUS

A) Uniform Allowance: City provides a uniform allowance to sworn police officers of $950 per fiscal year and to police dispatchers of $750 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) SPOA agree hereby to City Council Resolution 4639 regarding layoff and reemployment procedures. See Attachment 3.

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

CITY OF SEBASTOPOL

Sarah Glade Gurney, Mayor Date

Larry McLaughlin, City Manager Date

Attest: Mary Gourley, MMC, City Clerk Date

SEBASTOPOL POLICE OFFICERS ASSOC.

John Noble, Labor Negotiator Date

Tracy Peters, Police Dispatcher Date

David Ginn, Police Sergeant Date

David Harston, Police Officer Date

Joseph Furry, Police Officer 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/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.

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 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.

ATTACHMENT 3
LAYOFF PROVISION
City Council Resolution No. 4639, dated July 19, 1994

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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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 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.

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.

EXHIBIT A
POLICE EMPLOYEE SALARY SCHEDULE

Job Classification	Group	Step	Hourly	Semi-Monthly	Monthly	Annually
POLICE PERSONNEL						
Police Technician	SPOA	A	$ 20.03	$ 1,736	$ 3,473	$ 41,671
		B	$ 21.03	$ 1,823	$ 3,645	$ 43,742
		C	$ 22.08	$ 1,914	$ 3,827	$ 45,926
		D	$ 23.18	$ 2,009	$ 4,019	$ 48,223
		E	$ 24.35	$ 2,110	$ 4,220	$ 50,644
Police Dispatcher	SPOA	A	$ 24.06	$ 2,085	$ 4,170	$ 50,045
		B	$ 25.25	$ 2,189	$ 4,377	$ 52,528
		C	$ 26.53	$ 2,299	$ 4,598	$ 55,174
		D	$ 27.85	$ 2,413	$ 4,827	$ 57,920
		E	$ 29.24	$ 2,534	$ 5,068	$ 60,815
Police Officer	SPOA	A	$ 31.79	$ 2,755	$ 5,511	$ 66,126
		B	$ 33.38	$ 2,893	$ 5,786	$ 69,426
		C	$ 35.05	$ 3,037	$ 6,075	$ 72,899
		D	$ 36.79	$ 3,189	$ 6,378	$ 76,533
		E	$ 38.64	$ 3,349	$ 6,698	$ 80,377
Police Sergeant	SPOA	A	$ 37.14	$ 3,219	$ 6,438	$ 77,250
		B	$ 39.00	$ 3,380	$ 6,760	$ 81,119
		C	$ 40.95	$ 3,549	$ 7,098	$ 85,173
		D	$ 42.99	$ 3,726	$ 7,452	$ 89,425
		E	$ 45.14	$ 3,912	$ 7,825	$ 93,899