

RESOLUTION NO. 5769

RESOLUTION OF THE CITY OF SEBASTOPOL
APPROVING COMPREHENSIVE MEMORANDUM OF UNDERSTANDING WITH THE
MANAGEMENT, MID-MANAGEMENT AND UNREPRESENTED EMPLOYEES
FOR JULY 1, 2009 THROUGH JUNE 30, 2010

WHEREAS, the Management, Mid-management and Unrepresented Employees and representatives of the Sebastopol City Council have met and conferred in good faith regarding updates to the Comprehensive Memorandum of Understanding; and

WHEREAS, this Comprehensive Memorandum of Understanding incorporates the terms of successor memoranda and other actions agreed between the parties pursuant to meet and confer, since the first Comprehensive MOU was approved in February, 2007;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby approves the 2009-2010 Comprehensive Memorandum of Understanding with the Management, Mid-management and Unrepresented Employees and authorizes the City Manager to sign said MOU on the Council's behalf.

IN COUNCIL DULY PASSED THIS 1st day of September, 2009.

AYES: Councilmembers Robinson, Wilson, Shaffer, Vice Mayor Kelley
Mayor Glade Gurney

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED: Sarah Glade Gurney
MAYOR SARAH GLADE GURNEY

ATTEST: Mary C. Gourley
CITY CLERK MARY GOURLEY

**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, 2009 – June 30, 2010

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 comprehensive MOU will begin on July 1, 2009 and end on June 30, 2010.

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. SALARY

A. During the term of this agreement, salaries for members in this group shall be according to Resolution No. 5753, Amending Salary Plan in Accordance with Ordinance No. 563, approved by the City Council on June 16, 2009.

B. On or before December 31, 2009, the City will conduct a salary study of the other small cities in Sonoma County for all un-represented positions in the City and present that study to the group for their use.

IV. HEALTH INSURANCE

A. The benefit schedule for the city/employee payments of health insurance premiums effective July 1, 2009 are shown in Table 1, Attachment 1.

B. The new schedule for the Health Insurance In-Lieu Benefit are shown in Table 2, Attachment 1.

C. Effective July 1, 2004, CITY reimbursement for Health Plan Deductibles will be discontinued.

V. DENTAL INSURANCE Beginning July 1, 2004 dental coverage benefits shall be as follows:

Procedure	Benefit
Diagnostic & Preventative	90%
Basic	90%
Crowns & Casts	90%
Prosthodontic	60%
Ortho – Adults & Children	60%

Ortho – Lifetime Maximum	\$2,000
<hr/>	
Fiscal Year Maximum	
Employee Only	\$1,300
Employee + 1	\$1,750
Full Family	\$780 each add'l
Aggregate Group Limit for Reduced Coverage	N/A

VI. MEDICAL AFTER RETIREMENT BENEFIT Resolution Number 2357 of the City of Sebastopol (known as the Personnel Resolution) updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of this bargaining unit.

VII. 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.

VIII. 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.

IX. 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:
 - 1) Employees must maintain a minimum of 100 hours of accrued vacation in order to be eligible to request a cash-in-lieu payment.
 - 2) 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.
 - 3) 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 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.

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

X. SICK LEAVE Effective July 1, 2004, Section V-B. of the Personnel Resolution shall be amended to read as follows:

A. For all unrepresented employees, sick leave accrual shall be limited to a maximum of 240 hours subject to the further exceptions provided below:

- 1) 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:
 - (a) 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.
 - (b) "Sell back" accrued sick leave in excess of 240 hours to City for a cash payment, said payment to be calculated as 50% of the dollar value of the then current base salary multiplied by the number of hours of sick leave in excess of 240;
 - (c) Invest equivalent value derived in (b) above in City Deferred Compensation Program.
- 2) In the event employee does not choose one of the above options, City shall set aside excess hours in accord with A(1)(a), above.

XI. 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.

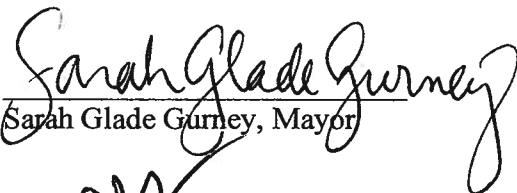
XII. WORKERS COMPENSATION Effective July 1, 2004, the provisions of Section 4850 of the California Labor Code shall no longer apply to PERS Miscellaneous employees in this group. CITY agrees to guarantee employees eligible for workers compensation coverage 80% of their regular salary for one year.

XIII. **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.

XIV. **FURLOUGH POLICY** Effective July 1, 2004, the Furlough Policy shall apply to employees within the bargaining unit, as per the attached document Attachment 2.

IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this Memorandum of Understanding signed and approved on September 1, 2009

CITY OF SEBASTOPOL

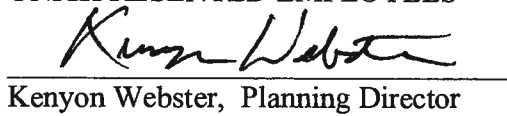


Sarah Glade Gurney, Mayor

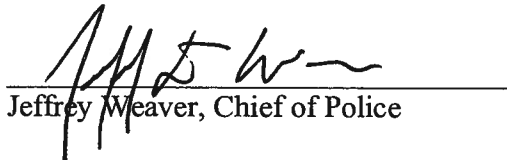


Jack Griffin, City Manager

MANAGEMENT, MID-MANAGEMENT AND UNREPRESENTED EMPLOYEES



Kenyon Webster, Planning Director



Jeffrey Weaver, Chief of Police

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

TABLE 1
 HEALTH INSURANCE PREMIUMS
 Effective July 1, 2009

Health Plan	Persons Covered	2009-2010 Premium	Employee Share
Blue Cross			
	EE	417.19	18.32
	EE+1	876.12	65.42
	FF	1,251.64	131.96
Kaiser HMO			
	EE	508.04	62.00
	EE+1	1,016.08	140.00
	FF	1,437.75	230.00
Kaiser Deductible			
	EE	409.49	10.62
	EE+1	818.98	8.28
	FF	1,158.86	39.18

TABLE 2
 HEALTH INSURANCE IN-LIEU BENEFIT
 Effective July 1, 2006

Coverage	In Lieu Benefit	Salary Benefit
Full Family	\$ 315.00	\$ 260.00
Employee +1	\$ 235.00	\$ 195.00
Employee only	\$ 135.00	\$ 112.00

ATTACHMENT 2
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.