

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** July 5, 2022  
**To:** Honorable Mayor and City Councilmembers  
**From:** Ana Kwong – Administrative Services Director  
**Subject:** Approval and Adoption of Resolutions Approving Successor Memorandum of Understandings (MOUs) and Amendments to Employment Contracts For:  

- Sebastopol Police Officers Association (SPOA)
- Service Employees International Union (SEIU) 1021 (Public Works and Administrative)
- Management/Mid Management/Unrepresented
- City Manager/City Attorney Contract
- Assistant City Manager/City Clerk Contract
- Approve resolution for the Master Personnel Rules and Regulations (MPRR) as revised

Adopt and Approve Resolution Authorizing and Approving the City of Sebastopol Current Pay Rates and Ranges effective July 1, 2022

**Recommendation:** That the City Council approve the resolution adopting MOUs for all 3 units and 2 employment contracts and approve resolution for Master Personnel Rules and Regulations (MPRR) and Adopt and Approve Resolution Authorizing and Approving the City of Sebastopol Current Pay Rates and Ranges effective July 1, 2022

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

**INTRODUCTION/PURPOSE:**

This item is to request that the City Council approve and adopt resolution authorizing the City Manager to execute an individual Memorandum of Understanding (MOU) between the City of Sebastopol and Sebastopol Police Officer’s Association (SPOA), Service Employees International Union (SEIU) 1021 for Public Works and Administrative, Unrepresented Management and Mid-Management unit for the period of time from July 1, 2022 through June 30, 2024; and approval of two employment contracts, establishing the terms and conditions of employment. In addition, request that the City Council approve resolution for Master Personnel Rules and Regulations (MPRR) as revised and approve and adopt the resolution authorizing and approving the City of Sebastopol Current Pay Rates and Ranges effective July 1, 2022.

**BACKGROUND:**

On June 30, 2022, the current MOU's with all three City bargaining units expired. Per the terms and conditions of each MOU, negotiations for successor MOUs commenced this spring and the City has engaged in extensive labor negotiation through a meet and confer process, and this process coincides with the city's annual budget process. The City undertook the difficult task of ensuring the appropriate sections of the personnel resolution updates with all three units during the city's labor negotiation process, and those updated comprehensive personnel resolution reflects administrative changes as revised. Additionally, amendments to the contracts for City Manager/City Attorney, Assistant City Manager/City Clerk were made and hereby presented for your consideration.

**DISCUSSION:**

As of the writing of this staff report, the SPOA unit is in the process of voting to ratify the tentative agreement. It is anticipated that the City will have the SPOA vote by July 4th 2022. Therefore, until the City receives notification of the vote for ratification, the tentative agreement is attached to request authorization to update the entire agreement accordingly.

A summary of terms and conditions affecting all units as outlined in the table below. Furthermore, as such MPRR was updated where applicable with administrative and clerical revisions/changes that impacting all bargaining groups. Pursuant to Ordinance No. 563, the City Council shall fix and determine the salary range for each classified position and shall by resolution create positions in the City employment and set salary ranges from time to time. Additionally, California Public Employee's Retirement Law at Section 570.5 of the California Code of Regulations Title 2 requires the City Pay Rates and Ranges document published on the City's internet site to be approved, in its entirety, by the City Council each time a modification is made.

Item	Summary MOUs Provisions	Unrepresented	SPOA	SEIU
1	Terms of Agreements - 2 years (7/1/2022-6/30/2024)	✓	✓	✓
2	<p><b>Wages:</b> Increase base wages:                      Year 1 - Effective July 1, 2022 (4% + \$5,000 gross one-time distribution)                      Year 2 - Effective July 1, 2023 (4%)                      Year 2 - Effective June 30, 2024 (\$2,500 one-time, non-pensionable, lump sum retention payment)</p>	✓	✓	✓
3	<p><b>Working Conditions:</b>                      3-4/12 Shift (Can be moved back to 4/10 schedule by mutual agreement)                      Sick leave accrual 12 hours (linked to shift, will return to 10 hours if return to 4/10 shift)</p>	N/A	✓	N/A
4	<p><b>Holiday:</b>                      Juneteenth had been added</p>	✓	✓	✓
5	<p><b>Holiday:</b>                      •Holiday 571 - Payroll Incentive 150 hours x 1.5 = 225 hours straight time paid hourly divided by 26 pay periods                      •No CTO options in lieu of pay if employee works holiday</p>	N/A	✓	N/A
6	<p><b>Compensatory Time:</b>                      120 hour year end cap with rollover limitations and payout up to 40 hours at the end of a calendar year</p>	N/A	✓	✓
7	<p><b>Longevity:</b>                      Regular employees are entitled to the following:                      2% at conclusion of 5 years                      2% at conclusion of 10 years                      2% at conclusion of 15 years                      2% at conclusion of 20 years                      2% at conclusion of 25 years                      MAX 10%</p>	✓	✓	✓
8	<p><b>Vacation Cash out:</b>                      Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31st of the calendar year prior to the distribution to be eligible to request a cash-in-lieu payment. Employees may request a cash in lieu payment for up to 100 hours of vacation in any calendar year.</p>	✓	✓	✓

Item	Summary MOUs Provisions	Unrepresented	SPOA	SEIU
9	<b><u>Standby:</u></b> "Standby" duties shall be compensated from \$500 to \$550 for each one week period of stand-by/page. Then for each City Holiday that occurs during the designated standby period, the employee shall be paid an additional from \$150 to \$175.	N/A	N/A	✓
10	<b><u>Uniform Allowance:</u></b> Public Works Unit \$1,000	N/A	N/A	✓
11	<b><u>Incentives:</u></b> <i>Bilingual Pay - Level 1: from \$125 to \$260. Level 2: From \$175 to \$350</i> <i>K9 Handler Pay status quo with an exception of K9 retirement on 6/30/23</i> Graveyard Shift Pay from 4.0% to 5.0% for all bargaining unit members assigned to work graveyard shift.	N/A	✓	N/A
12	<b><u>Incentives:</u></b> Certificate Incentive Pay Public Works Staff (Beginning July 1, 2022) <b><u>Approved Certificates includes:</u></b> Sewer Collection Wastewater Treatment Water Treatment Operator Water Distribution Operator Back Flow Device Tester Certified Pool Operator Certificates beyond minimum qualifications for employee's current classification shall be worth two and one half percent (2.5%), up to a maximum of ten percent (10%)	N/A	N/A	✓
13	<b><u>Education Reimbursement</u></b> City is willign to offer job related education through existing training budget. Subject to approval of Police Chief and budget availability	N/A	✓	N/A
14	<b><u>Firearm</u></b> Department shall provide the firearm. This is intended for new hires on and going forward basis	N/A	✓	N/A
15	<b><u>Layoff Provision</u></b> Causes for Layoff Provision notice of layoff at least sixty (60) days prior to the effective day of layoff. The City and Union will meet right away to bargain over impacts.	✓	✓	✓
16	ARTICLE IX)A)1 <b><u>CALPERS RETIREMENT</u></b> The SPOA proposes changing the date in this section to 12/31/2012 from the current "June 30, 2012".	✓	✓	✓
17	<b><u>DISCIPLINARY APPEALS</u></b> City agrees to meet and confer over disciplinary appeals beginning October 1, 2022	N/A	✓	N/A

**GOALS:**

This action supports the following City Council Goals and General Plan Actions:

- Operate City government in a fiscally responsible and responsive manner.
- Develop and Implement Sound Financial Management Policies and Procedures
- Review the City Council Financial Policies to ensure they meet the needs of the City
- Create easy to read documents that educate the public and community on City Finances.
- Encourage and increase public awareness of City Policies, decisions, programs and all public processes and meetings

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public hearing.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT:**

Funds have been appropriated in the General Governmental Funds, Enterprise Fund and Special Revenue Funds for the preliminary FY22-23 budget.

**RECOMMENDATION:**

Staff is recommending that the City Council approve and adopt resolution authorizing the City Manager to execute an individual Memorandum of Understanding (MOU) between the City of Sebastopol and Sebastopol Police Officer's Association (SPOA), Service Employees International Union (SEIU) 1021 for Public Works and Administrative, Unrepresented Management and Mid-Management unit for the period of time from July 1, 2022 through June 30, 2024; and approval of two employment contracts, establishing the terms and conditions of employment. Additionally, that the City Council approve resolution for Master Personnel Rules and Regulations (MPRR) as revised and Adopt and Approve the Resolution for updated Pay Rates and Ranges effective July 1, 2022.

**Attachment(s):**

Unrepresented - Management & Mid-Management  
Sebastopol Police Officer's Association (SPOA) Tentative Agreement  
Service Employees' International Union (SEIU)  
City Manager/City Attorney Employment Contract Amendment  
Assistant City Manager/City Clerk Employment Contract Amendment  
Master Personnel Rules and Regulations (MPRR)  
Pay Rates and Ranges & Resolution

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

RESOLUTION OF THE CITY 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, 2022 THROUGH JUNE 30, 2024

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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 revised Comprehensive Memorandum of Understanding

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sebastopol hereby approves the July 1, 2022, through June 30, 2024 Memorandum of Understanding with the Management, Mid-Management and Unrepresented Employees.

IN COUNCIL DULY ADOPTED this 5<sup>th</sup> day of July, 2022.

VOTE

Ayes:

Noes:

Abse:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Patrick Slayter

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SEBASTOPOL  
AND THE  
MANAGEMENT, MID-MANAGEMENT AND  
UNREPRESENTED EMPLOYEE GROUP

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

For July 1, 2022- June 30, 2024

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 July 1, 2022 following ratification by both parties.

**I. TERM**

The term of this two-year comprehensive MOU will begin on July 1, 2022, and end on June 30, 2024.

**II. GROUP DEFINED**

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

**III. CITY RIGHTS**

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein include, but are not limited to, the following, subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

**IV. WAGES PROVISION**

Year 1: Effective July 1, 2022, or the first full pay period following Council approval whichever is later.  
4% increase to base salary for all Management, Mid-management and Unrepresented members.

A \$5,000 gross one-time non-pensionable cash payment upon ratification and City Council approval of this Resolution.

Year 2: Effective July 1, 2023, or the first full pay period in July 2023 whichever is later.  
4% increase to base salary for all Management, Mid-management and Unrepresented members.

June 30, 2024, all then current employees in the bargaining unit whose hire date is July 1, 2023 or earlier, shall receive a one-time, non-pensionable cash payment of two thousand five hundred dollars (\$2,500).

**RETIREMENT PROVISIONS**

**A. CalPERS Retirement**

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

1. Tier 1

Retirement benefits for classic members hired on or prior to June 30, 2013 shall receive the following PERS benefits.

a) Safety

- PERS 3% @ 50 retirement formula
- Chief and Lieutenant pay 9% of the member contribution
- All other management personnel pay 7% of the member contribution

b) Miscellaneous

- 2% @55 retirement formula
- Single highest year compensation
- Employee shall pay 7% of the member contribution

2. Tier 2

New members, as defined by PERS, hired on or after January 1, 2013, shall receive the following PERS benefits.

a) Safety

- 2.7% @ age 57 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of normal cost as determined by CalPERS

b) Miscellaneous

- 2% @ age 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of normal cost as determined by CalPERS

**B. REMIF Retiree Health Plan Eligibility Guidelines are attached and incorporated in this**

## Memorandum of Understanding. (Attachment 4)

- C. Medical After Retirement Benefit/Retiree Health Plan: Resolution Number 6261 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 6261 of the City of Sebastopol updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of Unrepresented.

## V. INSURANCE PROVISION

### A. Health Insurance:

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

The REMIF Anthem Blue Cross Health Plan will continue to be an option for full-time regular employees and any eligible dependents. Any premium difference between the Kaiser HMO Plan and the Blue Shield plan shall be paid by the employee.

Part-time employees will pay a share of the City's cost of premium that is equal to the proportional difference between the part-time employee's regular schedule and that of a full-time employee. For instance, a part-time employee working 90% of the hours regularly schedule for a full-time employee will pay 10% of the City's portion of premium cost (the cost of the City Kaiser HMO plan premium).

### B. Health Insurance in Lieu Benefit:

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

Coverage	In Lieu & Salary Benefit
Full Family	20% of City “family” medical contribution
Employee + 1	20% of City “Employee +1” medical contribution
Employee only	20% of City “Employee only” medical contribution

- (a) An employee who has chosen to receive the aforementioned monthly stipend in lieu of receiving health insurance coverage may elect at the annual open enrollment period in June, to again be covered under the City sponsored health insurance plan. No employee will be entitled to receive both health insurance coverage from the City and the “in lieu” payment.
- (b) In lieu payments for part-time employees will be prorated the proportional difference between the part-time employee’s regular schedule and that of a full-time employee. For instance, a part-time employee working 90% of the hours regularly schedule for a full-time employee will receive 90% of the current in lieu benefit of a full-time employee

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

For all health benefits listed below where the City pays the full premium for employees, part-time employees that are benefitted will be required to pay a proportion equal to the proportional difference between the part-time employee’s regular schedule and that of a full-time employee. For example, an employee who works 90% of the hours a full-time employee regularly works will pay 10% of the health benefit premium amount paid by the City.

D. Dental Benefit:

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

E. Vision Care:

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

F. Long Term Disability Benefit:

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

**VII. OTHER COMPENSATION AND BENEFIT**

A. Longevity:

Regular full-time employees are entitled to the following longevity incentives:

- 2% on base hourly rate at the conclusion of 5 years of service
- 2% additional on base hourly rate (total 4%) at the conclusion of 10 years of service
- 2% additional on base hourly rate (total 6%) at the conclusion of 15 years of service
- 2% additional on base hourly rate (total 8%) at the conclusion of 20 years of service
- 2% additional on base hourly rate (total 10%) at the conclusion of 25 years of service

Longevity incentives are cumulative, not to exceed a maximum of 10%. Part-time prior service may be counted on a pro-rata basis.

B. Vacation Accrual Limits:

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

C. Cash in lieu of Vacation Pay:

City employees may elect cash in lieu of vacation leave accrual subject to the following limitations:

- 1) In compliance with IRS regulations, employees must make an **irrevocable** election to receive a cash payment in lieu of vacation leave hours prior to accruing those hours.
- 2) Employees must submit an irrevocable election form to the Finance Department no later than December 31 of the year prior to the year in which the vacation leave will be accrued and paid out.
- 3) Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31<sup>st</sup> of the calendar year prior to the distribution in order to be eligible to request a cash-in-lieu payment.
- 4) Employees may request a cash in lieu payment for up to 100 hours of vacation in any calendar year.

D. Vacation In Lieu Payment

Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request. The City finance department will cash out the requested hours no sooner than the pay period following the accrual of the entire amount of requested hours sold. For example, a full-time employee accruing eighty (80) hours of vacation leave per year accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year. The amount of vacation cash-out is limited to the amount of vacation leave accrued during the calendar year.

E. Administrative Leave

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

F. Sick Leave:

Sick leave accrual rules are outlined in the City’s Personnel Rules.

G. Holidays:

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

H. Workers Compensation:

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

I. Advances in Pay Schedule:

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

J. Furlough Policy:

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

K. Education Incentive:

A salary increase of one-half range (2.75%) can be earned upon the successful completion of 30 semester units of college level courses related to the employee's current city position. An additional one-half salary range can be earned by the successful completion of an A.A. degree from an accredited college or university. An additional salary range may be earned by the successful completion (G.P.A. of 3.0 or better) of a B.A. degree in a major field of study related to the employee's current city position. Such off the job training programs, to qualify, shall be subject to the advance approval of the department head and City Manager.

IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this Memorandum of Understanding signed and approved on July 5,2022

CITY OF SEBASTOPOL

MANAGEMENT, MID-MANAGEMENT AND UNREPRESENTED EMPLOYEES

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

\_\_\_\_\_  
Kevin Kilgore, Police Chief

\_\_\_\_\_  
Mary Gourley, Assistant City Manager

\_\_\_\_\_  
Dante Del Prete, Public Works Superintendent

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

\_\_\_\_\_  
Kari Svanstrom, Planning Director

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

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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. 6261, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV  
INSURANCE  
COVERAGES

A. Health Insurance for Active Employees

City shall pay monthly premiums as defined in the MOU's for a City-sponsored group health plan for employee and qualifying dependents. In lieu of health insurance coverage, employees may choose an In-Lieu benefit, as defined in their MOU.

B. Health Insurance for Retired Employees

A retired employee is defined as receiving retirement benefits from (PERS) Public Employee Retirement System. This retiree benefit for the continuation of health insurance is intended to provide coverage to retirees and their covered dependents; who are enrolled in the plan, at the time of the employee's retirement with the exception of later addition of a (biological or adopted) newborn.

I. Employees With Less Than 10 Years of Service

Employees who retire with less than 10 years of full-time service are not eligible for the City's Medical After Retirement contribution towards premium, as defined below.

2. Employees With 10 Years or More of Service Hired Before July 1, 2007

- a. For SPOA employees who retired prior to July 1, 1997; and all other employees who retired prior to July 1, 1998:

City will pay the following amount for retirees:

Single person, under age of 65:	\$61.71/mo.
Single person, over age of 65:	\$52.80/mo.
With spouse, both under age of 65:	\$135.85/mo.
With spouse, one over age 65:	\$114.51/mo.

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

- b. For SPOA Employees retiring on or after July 1, 1997; and for all other employees retiring on or after July 1, 1998:

City will pay up to the following amount for retiree health insurance premiums. Coverage shall be available to employees who have had 10 years full-time paid employment with benefits, with the City. Any time spent in a paid part-time or non-paid part-time position will not count towards the 10 year minimum. For employees who wish to be covered under a City Health plan in retirement; they must be enrolled prior to retirement, otherwise they are entitled to a private plan reimbursement. Retirees are not allowed to enroll in a City Health plan after retirement, per the insurance plan agreements.

Single person, under age 65:	\$131.56/mo.
Single person, over age 65:	\$148.15/mo.
Employee +1, both over age 65:	\$311.10/mo.
Employee +1, one over age 65:	\$298.89/mo.
Employee +1, both under age 65:	\$276.27/mo.

Payments for the retirees' share of the premium are due no later than 60 days from the due date (first day in the coverage month). Retirees will be dropped from the health insurance plan for non-payment of their share of the premium after 60 days, unless prior arrangements have been made.

3. Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their to-date contributions. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

All other provisions mentioned in Section 2 above will apply.

C. Health Insurance Plan Requirements for Retirees

1. Disqualifying Events Under a City-sponsored Health Plan:

Health Insurance coverage shall continue until a disqualifying event occurs. Disqualifying events shall include:

For Retiree:

1. Death of retired employee (Subscriber).
2. Termination of retired status of employee by reinstatement to full-time employment with the City.
3. Non-payment of retiree share of premium to City.

For Spouse or Dependents:

1. Divorce from the retired employee.
2. Dissolution of legally registered and valid domestic partnership from the retired employee.
3. When the retired employee's child turns 26.
4. Non-payment of surviving spouse's share of premium to City.

All qualified dependents who lose coverage on a City-sponsored Health Plan may be eligible for COBRA Health Insurance coverage continuation. A qualified dependent is any family member who was covered on the City health plan at the time of the employee's retirement. All other dependents covered on a City health plan (except for newborns or adopted infants) are non-qualified dependents.

Those individuals covered under a City-sponsored group health plan who are cancelled due to non-payment of premium, will not be eligible for COBRA Health Insurance continuation.

Whenever a qualifying or disqualifying event occurs, health insurance coverage and the City contribution towards premium shall be adjusted and or eliminated based on the current status of the retired employee. City contribution towards health insurance premium shall not be increased if the retired employee adds a family member after the effective date of retirement.

## 2. Notification of Dependent Changes or a Qualifying Event

Retirees must notify the City of all qualifying events and dependent changes within 60 days. If that requirement is not met, COBRA continuation coverage cannot be provided to a dependent who is ineligible for coverage. In the event the retiree neglects to notify the City of a dependent loss, the retiree will be liable to reimburse the City for the full amount of the health insurance premium paid, and any future costs, for the expense of covering an ineligible dependent on a City Health Plan.

## 3. Insurance Coverage for Surviving Family Members

Enrolled qualified dependents may continue health insurance coverage in both plans, after the retired employee's death. This continuation will end the date the surviving spouse remarries. A new dependent acquired during this continuation is not eligible to be enrolled as a family member. In the event of loss of coverage, the surviving family members who were previously covered under a City Health Plan, will be offered COBRA for up to 36 months, at their expense, if they are qualified dependents.

4. COBRA Continuation

Generally, COBRA Health Insurance continuation is offered to retirees and qualified dependents when a loss of coverage occurs, due to a qualifying event for 18, 29, or 36 months, at their cost plus 2% administrative fee, based on a qualifying event. Non-payment of premium is not considered a qualifying event, and a retiree and their dependent(s) dropped from a City-sponsored group health plan for non-payment of premium, is not eligible for, and will not be offered COBRA, as defined in the Health Insurance Plan Agreements. Non-qualified dependents are only entitled to COBRA if the Subscriber is entitled to COBRA. Please refer to your COBRA General Notice for additional information.

5. Re-Enrollment

Retired employees covered under a City-sponsored group health plan may change City Health Insurance plans once per year during open enrollment which occurs in June, for coverage effective July. Once a retired employee voluntarily drops a City health insurance plan or is dropped because of non-payment of employee share of premium, or COBRA expiration, they will not be able to re-enroll in a City-sponsored group health plan in the future, as defined in the Health Insurance Policy Agreements.

6. Private Plan Reimbursement

If a retiree with 10 or more years of service, is not covered under a City-sponsored group health plan, they are entitled to receive the city-paid health insurance premium contribution, if they submit receipts to the City for reimbursement, in a timely manner. The City will reimburse up to the defined benefit level in Sections 1 or 2, once per calendar quarter, after receipts are submitted. Only requests submitted within 6 months of service will be considered for reimbursement. Reimbursement request reminder notices will not be generated by the City.

7. Positions Ineligible for Coverage

Certain positions are not eligible for medical benefit after retirement. Those positions include: Reserve Police Officers, Volunteer Firefighters, Crossing Guards, Per Diem Dispatchers, Temporary positions, and all other non-salary part-time positions. Any time served in these positions will not count towards the 10 year minimum full-time service to be eligible for health insurance coverage after retirement.

8. Insurance Plan Limitations

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

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

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

ATTACHMENT 3  
RETIREE MEDICAL  
RESOLUTION NO. 5734

---

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
AMENDING RESOLUTION NUMBER 5710

WHEREAS, Ordinance Number 563 of the City of Sebastopol provides that the City Council may by resolution establish rules and regulations regarding salaries and benefits.

BE IT THEREFORE RESOLVED that Resolution No. 2357, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV

INSURANCE COVERAGES

Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees in the SEIU or SPOA employee groups hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their to date contributions. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

For those employees in the Unrepresented employee group hired after February 1, 2009 who have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their ICMA RHS Retirement Health Savings plan once per month. Once employees are enrolled in the ICMA RHS plan, they cannot cancel their participation.

All other provisions mentioned in Section 2 above will apply.

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

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

CITY OF SEBASTOPOL  
SEBASTOPOL POLICE OFFICERS ASSOCIATION  
TENTATIVE AGREEMENT\*  
6/27/2022

**TENTATIVE AGREEMENT**

Term: Two years.

Article 3: Wages

Salary:

- Year 1 – 4% Effective July 1, 2022, or the first full pay period following Council approval, whichever is later.
- Year 2 – 4%
- All unit members receive \$5,000.00 gross one-time distribution upon ratification and City Council approval of MOU.
- June 30th, 2024, all then current employees in the bargaining unit whose hire date is July 1, 2023, or earlier, shall receive a one-time, non-pensionable, lump sum retention payment of two thousand five hundred dollars \$2,500 gross.

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

ARTICLE IV  
WORKING CONDITIONS

3-4/12 (Can move back to 4/10 by mutual agreement)

SICK LEAVE ACCRUAL 12 HRS, (Linked to shift, will return to 10 hours if return to 4/10 shift)

HOLIDAY ACCRUAL 10 HRS, in any event.

**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

- V)F) BILINGUAL – SPANISH
- Level 1: 260 (currently get 125)
  - Level 2: 350 (currently 175)

**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

V)H) The SPOA proposes to change the graveyard shift differential from four (4) percent of base wage to five (5) percent of base wage.

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

LONGEVITY PAY:

- 2% at conclusion of 5 years
- 2% at conclusion of 10 years
- 2% at conclusion of 15 years
- 2% at conclusion of 20 years
- 2% at conclusion of 25 years
- Max 10%

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

V)K) CTO

OPTION 1

- ~~140 HOUR BANK~~
- ~~WHEN BACKFILLING FOR SOMEBODY OFF ON CTO, PAYMENT WILL BE IN CASH ONLY.~~

OPTION 2

- 160 HOUR BANK (120 ROLL OVER WITH UP TO 40 CASH OUT AT END OF FISCAL YEAR).
- WHEN BACKFILLING FOR SOMEBODY OFF ON CTO, PAYMENT WILL BE IN CASH ONLY.

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

VIII)E)1) SICK LEAVE ACCRUAL 12 HRS, (Linked to shift, will return to 10 hours if return to 4/10 shift.)

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

VIII)F) HOLIDAYS

- Add- Juneteenth
- HOLIDAY 571 - PAYROLL INCENTIVE 150 hours x 1.5 = 225 HRS straight time paid hourly divided over 26 pay periods.
- No CTO option in lieu of pay if employee the works holiday

**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

ARTICLE IX)A)1 CALPERS RETIREMENT

The SPOA proposes changing the date in this section to 12/31/2012 from the current "June 30. 2012".

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

NEW ARTICLE  
DISCIPLINARY APPEALS

- City agrees to meet and confer over disciplinary appeals beginning October 1, 2022.

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

NEW ARTICLE  
EDUCATION REIMBURSEMENT

Willing to offer job related education through existing training budget. Subject to approval of Chief of Police and budget availability.

**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

Section (IV)(D) be replaced with the following:

To remain consistent with our current practice, as informed by RGS rep Sophia Selivanoff some years back, I suggest the language of section (IV)(D) be replaced with the following:

*"An employee's work schedule will not be changed without seven (7) calendar days advance, written notice. Emails may serve as written notice. Exceptions may be made in emergency situations or in response to unforeseen illness in the department.*

*In all each cases of a schedule change without seven (7) calendar days advance, written notice to the employee, the employee will be compensated at the overtime rate for all hours worked, up to seven (7) calendar days, for hours outside the hours of her/his normally scheduled shift in lieu of seven (7) calendar days notice.*

*For purposes of this section, the employee's "normally scheduled shift" shall be defined as the shift assigned to that employee by the Department's scheduling software or other regular scheduling procedure, prior to the imposed change.*

*For purposes of this section, "emergency" is defined as sudden, unplanned event requiring a police response."*

Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

Work Shifts:

- 3-4/12 (Can move back to 4/10 by mutual agreement)
- SICK LEAVE ACCRUAL 12 HRS, (Linked to shift, will return to 10 hours if return to 4/10 shift)
- HOLIDAY ACCRUAL 10 HRS, in any event



**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

Training:

- Flexed schedule to fit 40-hr. work week (4/10, 5/8) flex to for training. If 36-hour week follows 40 training week, they will have the option to work 4 additional hours for full pay period or use accrued leave. If training concludes before end of work shift, return to work until conclusion of the shift.

*Accept proposal in concept pending agreement on final MOU language.*

**WITHDRAWN 6/27/2022:**

Vacation Picks:

- ~~No overlapping from one cycle to another.~~
- ~~Example 2 weeks at end of December & 2 weeks and beginning of January.~~
- ~~No overlapping on the same shift, potential to reduce coverage.~~
- ~~Not intended to restrict opposite ends of workweek, or opposite shifts.~~

**TENTATIVE AGREEMENT** Effective July 1, 2022 if tentative agreement is reached prior to July 1, or the first full pay period following Council approval, whichever is later.

Firearm:

Department shall provide the firearm. This proposal is intended for new hires on a go forward basis.

**TENTATIVE AGREEMENT**

Canine:

- Propose to retire dog as of June 30, 2023
- Eliminate canine incentive as of June 30, 2023

For City:

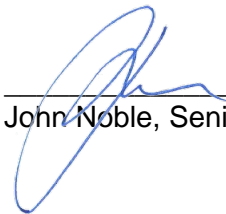


6/27/2022

Patrick Clark, Chief Labor Negotiator

Date

For SPOA:



June 27, 2022

John Noble, Senior Labor Relations Representative

Date

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

DRAFT

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DRAFT

MEMORANDUM OF UNDERSTANDING  
July 1, 2022 through June 30, 2024

The Service Employees' International Union Local 1021, hereinafter referred to as SEIU, and representatives of the Sebastopol City Council, hereinafter referred to as CITY, have met and conferred in good faith regarding terms and conditions of employment for the employees in the Union. Throughout the Meet and Confer process, both parties have exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

SEIU and CITY agree as follows:

**I. TERM OF AGREEMENT**

The term of this three-year agreement will be from July 1, 2022 and end on June 30, 2024.

**II. CITY RIGHTS**

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding (MOU), except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein include, but are not limited to, the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

*To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.*

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

Should the City desire to exercise any of these rights, it shall give SEIU advance, written, notice of its intentions thereof and shall afford SEIU the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented to the extent required by law.

### III. WAGE PROVISION

- A. During the term of this agreement, wage ranges for all members of the bargaining unit will be posted on the City's website and as such incorporated herein according to the current pay rates and ranges, and in accordance with Ordinance No. 563, approved by the City Council on July 16, 2019, or updates thereof.
- B. 4% increase on base salary payable as of July 1, 2022, or the first full pay period following Council approval, whichever is later.
- C. A \$5,000 one-time, lump sum, nonpersable bonus payable upon ratification and City Council approval of this MOU.
- D. 4% COLA effective July 1, 2023, or the first full pay period in July, whichever is later.
- E. June 30, 2024, all then current employees in the bargaining unit whose hire date is July 1, 2023, or earlier, shall receive a one-time, non-pensionable, lump sum retention payment of two thousand five hundred dollars (\$2,500) gross.

### IV. RETIREMENT PROVISION

#### CalPERS Retirement

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

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

### V. INSURANCE PROVISIONS

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

C. Life Insurance:

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

D. Long Term Disability Benefit

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

E. Health Insurance:

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

Coverage	In-Lieu & Salary Benefit *
Full Family	20% of City “Family “medical contribution
Employee + 1	20% of City “Employee+1” medical contribution
Employee Only	20% of City “Employee Only” medical contribution

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

**F. Retiree Health plan**

1. To fund future costs of retiree health premiums, those employees hired after July 1, 2006, may voluntarily participate in the existing benefit plan provided.
  - a) The employee contributes 1% of base salary to a maximum of \$60/month to a retiree health care trust fund, to be matched by an equal city contribution. This City contribution will not be available to any employee hired after July 1, 2011.
  - b) Employees may only elect to participate in this option within 60 days of their employment starting date.
  - c) This fund shall be managed separate and apart from the existing funds used for this purpose.
  - d) An employee who elects to participate in this benefit but decides at a later date that he/she no longer wishes to continue in this program, may request a reimbursement of 85% of the contributions that they have made to the fund as of that date.
  - e) An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.
2. Resolution Number 6261 of the City of Sebastopol updates the terms and conditions of the City's "Employee Medical After Retirement" program benefit to bring it into compliance with the Anthem Blue Cross and Kaiser medical plans, has been reviewed and approved by the members of SEIU.

**VI. OTHER COMPENSATION AND BENEFITS****A) Longevity**

Regular full-time employees are entitled to the following longevity incentives:

- 2% on base hourly rate at the conclusion of 5 years of service
- 2% additional on base hourly rate (total 4%) at the conclusion of 10 years of service
- 2% additional on base hourly rate (total 6%) at the conclusion of 15 years of service
- 2% additional on base hourly rate (total 8%) at the conclusion of 20 years of service
- 2% additional on base hourly rate (total 10%) at the conclusion of 25 years of service

Longevity incentives are cumulative, not to exceed a maximum of 10%. Part-time prior service may be counted on a pro-rata basis.

**B) Certification Incentive Pay  
Public Works Staff**



Approved Certificates include:

Sewer collection (e.g., CWEA WW Collection Systems Certifications)  
Wastewater treatment (e.g., CWEA WW Operator Certifications)  
Water treatment operator (e.g., CWEA Water Treatment Certifications)  
Water distribution operator (e.g., CWEA Water Distribution Certifications)  
Back flow device tester (e.g., AWWA Backflow Prevention Assembly Tester Certificate)  
Certified pool operator (various schools and vendors)

Certificates beyond minimum qualifications for employee's current classification shall be worth two- and one-half percent (2.5%), up to a maximum of ten percent (10%).

Incentive pay for pre-approved job-related (see list above) State certificates will be available to all non-exempt classifications in Public Works. Incentive pay for certificates will require Department Head pre-approval and written recommendation to City Manager. The City Manager shall make the final determination. Increases of (2.5%) shall remain in effect so long as said employee retains said certificates in order to secure said educational incentive pay. Upon receipt of the certificate the educational incentive pay increase shall become effective retroactive to the first full pay period of the month following the date of the certificate. City Manager is authorized to cancel said educational incentive pay whenever said certificates lapse or are no longer valid.

Legacy Certification Incentive Pay Public Works Staff (Expires July 1, 2022)

State Certification Tests: Effective September 2, 2014: Salary increase of one range (5.5%) can be earned for the successful completion of State Certification tests. Incentive pay for pre-approved job-related State certificates will be available to all non-exempt classifications in Public Works. Incentive pay for certificates will require Department Head pre-approval and recommendation to City Manager, for approval. Certificates will be job-related and may include, but not necessarily be limited to, sewer collection, wastewater treatment, water treatment operator, water distribution operator, back flow device tester, certified pool operator, and other comparable job-related licenses, tests or educational achievement as approved by the City Manager. Such one range (5.5%) shall remain in effect so long as said employee retains said certificates in order to secure said educational incentive pay. Educational incentive pay increase shall become effective at the first of the month next following successfully obtaining said certificate. City Manager is authorized to cancel said educational incentive pay whenever said certificates lapse or are no longer valid. Existing employees that maintain an approved certificate pay upon expiration of this provision shall continue to receive existing approved certificate pay for up to the term of their employment with the City of Sebastopol. If an approved grandfathered certificate, under this provision, were to lapse any restoration of the certificate would fall under the new certificate program effective July 1, 2022 (above). City Manager is authorized to cancel said educational incentive pay whenever said certificates lapse or are no longer valid.

Employees in the process of obtaining or renewing certificates as of 6/20/2022 shall be grandfathered into Legacy Certificate program, above. Employees must provide documentation of approved certificate from certification provider of enrollment or efforts to enroll to support any delay in enrollment process.

C) Certificate Pay

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

D) Workers' Compensation

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

E) Deferred Compensation

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

F) Fatigue Time

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

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

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

G) Clothing Allowance

The City will pay a clothing allowance to members of this unit except for those whose primary work location is within an office. The clothing allowance will be \$1,000 per year payable in one equal installment in the first full pay period for September of each year. Employees may request an advance of up to 50% of the clothing allowance. Advance payments will be deducted from the next scheduled clothing allowance payment or upon separation from employment. In consideration of the clothing allowance, employees will comply with the following dress requirements:

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

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

#### H) Tuition Payment or Reimbursement

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

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

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

#### I) Direct Deposit

City will only provide direct deposit of paychecks in local banks.

### VII. HOURS OF WORK AND PAID LEAVE

#### A. Regular Hours of Work

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

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

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

Staff Development – Determination of Training Needs

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

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

C. Continuing Education

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

D. Continuing Education – Leave

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

Approval of Training/Leave for Training:

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

E. Leaves

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

F. Vacation

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

G. Vacation Accrual Limits

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

H. Cash-In-Lieu of Vacation Pay

City employees may elect cash in lieu of vacation leave accrual subject to the following limitations:

- 1) In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment in lieu of vacation leave hours prior to accruing those hours.

- 2) Employees must submit an irrevocable election form to the Finance Department no later than December 31 of the year prior to the year in which the vacation leave will be accrued and paid out.
- 3) Employees must have a minimum of 100 hours of accrued vacation on the books as of December 31<sup>st</sup> of the calendar year prior to the distribution to be eligible to request a cash-in-lieu payment. Employees with more than 80 hours, but less than 100 hours accrued vacation time on the books as of December 31<sup>st</sup> of the calendar year prior to the distribution may apply to the City Manager for approval of a cash-in-lieu benefit for hours in excess of 80 hours.
- 4) Employees may request a cash-in-lieu payment for up to 100 hours of vacation in any calendar year.
- 5) Employees shall designate the payroll date on which they wish to receive the cash payment, at the time of the request. The City finance department will cash out the requested hours no sooner than the pay period following the accrual of the entire number of requested hours sold. For example, a full-time employee accruing eighty (80) hours of vacation leave per year accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year. The amount of vacation cash-out is limited to the amount of vacation leave accrued during the calendar year.

I. Holidays

Employees in the bargaining unit are subject to the Holidays provisions contained in the Personnel Resolution. In 2022, the Juneteenth holiday was added to the Personnel Resolution and is an approved holiday for the members of this bargaining unit.

J. Sick Leave

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

K. Voting Leave

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

L. Advances in Pay Schedule

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

M. Compensatory Time

Employee elected cash buy back of compensatory time accrual balances is not allowed. Compensatory time will be capped at 120 hours during a calendar year. Maximum allowable rollover from year to year is 80 hours. At the end of each calendar year, hours above 120 in an employee's compensatory bank (up to 40 hours) will be cashed out by the City and paid to the employee.

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

- A) Those employees who perform “standby” duties will be compensated as follows: payment of \$550 for each one-week period of stand-by/pager, plus overtime for the time required to complete rounds (minimum of 2 hours of overtime) each of the days the Department is closed; and, payment of 2 hours minimum overtime for each actual call out. For each City holiday that occurs during the designated standby period, the employee shall be paid an additional \$175.00. In addition, employees performing stand-by duties shall have the use of a Department vehicle during the one-week time period.
- B) An employee in the Public Works Department who is required and expected to be immediately available after normal working hours on weekdays, weekends, and holidays, in the event of an emergency, and who is assigned the duty of checking on City water wells, sewer lift stations, Ives Pool, park restrooms and other duties assigned by the Public Works Superintendent must be considered to be on standby duty. Immediate response time is understood to be a maximum of 30 minutes to the reporting site. Employees on Standby Duty must respond within 30 minutes to the reporting site.
- C) While an employee is on standby duty they shall be considered to be employed by the City, and they shall adhere to all rules and regulations for employee conduct regarding behavior, alcohol and drug use. Permission shall be obtained by the Superintendent prior to allowing passengers in a City vehicle who are not employed by the City.
- D) Any deviation from the standby duty scheduling roster shall be reported to either the Maintenance Supervisor or the Superintendent, and to the Police Department. This will ensure that the employee can be contacted by their supervisor or the Police Department, if necessary. In order to receive auto dialer alarms, the second standby pager shall be carried by the employee filling in for the originally-scheduled standby person.
- E) Overtime shall be paid for each initial emergency call in, at a minimum of two hours at the overtime rate (one and one-half times hourly pay.) If subsequent call-ins are received during the initial two-hour period, which result in work exceeding the initial two hours, the employee shall be compensated at the overtime rate for the actual number of hours spent on that call. Subsequent emergency call-ins that are received after cessation of work from prior call-ins shall be compensated as described in Section G below.
- F) Employees will be paid for all travel time for call-ins up to 30 minutes as stipulated in Section B, above. Weekend and holiday schedules duties, such as checking the reads at the wells, lift stations and pool, and cleaning the restrooms and emptying garbage in the parks, shall begin no later than the start of the scheduled shift, unless prohibited due to emergency call-ins.
- G) Employees shall be compensated their hourly overtime rate beginning when they start traveling to the corporation yard or call-in site and shall not be compensated for an additional call-in until two hours expires from the time they logged in on the initial call. Employees are paid overtime for all hours worked during a callout period whether responding to one or more calls. However, if an employee completes a call out that requires at least 2 hours of work and departs that call out and is then called out again they are entitled to another 2-hour minimum.

- H) Phone work compensation for employees who are not called-in, but who are contacted to resolve work problems will be paid for a minimum of one (1) hour's pay at the overtime rate, for telephone calls received or made during the one-hour period. In the event a later telephone call is received, after the cessation of work from the prior one-hour of telephone work time, the employee shall be paid for an additional one hour at the overtime rate for all telephone calls made or received during the next hour. Phone work compensation may only be authorized and/or initiated by the Public Works Superintendent, Maintenance Supervisor, or Senior Maintenance Worker. For purposes of compensation a phone call of less than one minute shall be considered "de minimis" and not compensable. Multiple "de minimis" phone call will be considered in the aggregate, and shall be compensable phone work compensation.
- I) Standby assignments will be rotated as equitably as possible among all maintenance workers cleared for full duty.
- J) Commencement and cessation of call-in begins with leaving home (or wherever the employee is located) to respond to the employer's request to work and ends upon the employee's arrival at home. Travel time is understood to be a maximum of 30 minutes each way. Employees on standby duty must be within 30 minutes travel time of the City, or at home.

## IX. LAYOFF PROVISION

### A) Causes for Layoff

An employee may be subject to lay off 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 Sixty (60) days prior to the effective date of layoff. Such determination shall not be subject to appeal. The City and the Union agree to meet right away to bargain over impacts.

### 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 based on an employee's time served in paid status as a probationary or regular employee, and time served on military leave of absence.

### C) Right of Displacement

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

#### D) Reemployment Rights

- 1) Employees who are laid off pursuant to this Section are eligible for reemployment for a period of twenty-four (24) months from the date of termination and will be offered reemployment in preference to new applicants. The right to reemployment is limited to the filling of vacancies (created either by termination or new approval) in the same job classification from which the employee was actually laid off.
- 2) Reemployment offers shall be made in the reverse order of layoff and shall be made via first class mail to the employee's last known address. It is the responsibility of the employee to provide the City with a current address for the purpose of notification pursuant to this Section.
- 3) Acceptance of the reemployment offer must be received by the City Manager within twenty (20) days of the date of mailing. Failure to accept the offer within that time period will be deemed a refusal.
- 4) Employees on the reemployment list may refuse an offer of reemployment; however, refusal of three (3) offers of reemployment shall automatically cause removal from the list and the loss of reemployment rights.
- 5) Reemployment of a regular employee within the reemployment period shall result in reinstatement of the seniority, sick leave and salary placement in effect at the time of lay-off. The interval of lay-off status shall not be considered a break in service, but employees shall not earn salary, sick leave, vacation or benefits during that period.

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

#### X. **UNION RIGHTS**

##### A) Exclusive Right to Represent

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

##### B) Meeting Space

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

##### C) Communications

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



D) Union Business

The City agrees to authorize members of the Union Steward Council time to attend to Union business. The Steward Council shall be composed of the three (3) Job Stewards as designated below. The Union shall normally request release time no less than 24-hours in advance of the release date. Requests shall be made to the City Manager or the Assistant City Manager and approval is dependent on the operational needs of the particular department. In making the request, the Union shall specify whether the time to be used will be paid time or unpaid time. Total paid time spent shall not exceed forty (40) hours in aggregate in any fiscal year. The Union shall provide monthly reporting to the City, of the names and hours used by the Union officers during City work hours. The Union shall notify the City Manager or the Assistant City Manager of the names of the current Union Steward Council members and any subsequent changes.

E) Employee Contact

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

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

F) Job Steward

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

G) Dues Check Off - Union Members

The City agrees to deduct all Union dues, insurance premiums and Assessments from the pay of

those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted.

#### H) Bargaining Unit Composition

This Memorandum of Understanding refers to that unit of public works employees of the City of Sebastopol for which the City Council acknowledged SCOPE, now known as SEIU, as the recognized employee organization for said public works employees listed below. SEIU is recognized as the employee organization for public works and miscellaneous unit consisting of:

##### Public Works

1. Laborer
2. Maintenance Worker I
3. Maintenance Worker II
4. Senior Maintenance Worker
5. Senior Maintenance Worker - Water System Treatment Operator
6. Senior Maintenance Worker – Sanitary Sewer System Operator
7. Senior Parks/Facilities Maintenance Worker III

##### Administrative

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

#### XI. MISCELLANEOUS

- A) CITY and SEIU agree in the meantime, that there are in existence other City Personnel Ordinances, Resolutions and Policies that have heretofore applied to the employees and do not need to be enumerated in detail herein in order to continue to be effective. CITY agrees that whenever information is presented to them by SEIU or by any other source showing such regulations referred to above, conflicts with this Memorandum of Understanding, then this Memorandum of Understanding shall take precedence.
- B) SEIU to work cooperatively with CITY to make revisions to the CITY Personnel Resolution.
- C) Monthly Bargaining Unit Report:  
The City shall provide SEIU a Bargaining Unit Report in electronic malleable format on a monthly basis of all current employees covered by this Agreement, which shall include each employee's:

- Full Name
- Job Title
- Department
- Membership Status (member, fee payer)
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work E-mail
- Personal e-mail
- Home address

D) New Employee Orientation:

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

E) Preparation of Comprehensive Memorandum of Understanding

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

F) Installation of Security Camera at all City facilities

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

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

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

**XII. SEVERABILITY**

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

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

CITY OF SEBASTOPOL

SERVICE-EMPLOYEES' INTERNATIONAL UNION – LOCAL 1021

\_\_\_\_\_  
Patrick Slayter, Mayor

\_\_\_\_\_  
Aaron Burton, SEIU Field Repres. Date

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

\_\_\_\_\_  
Victor Hernandez, SEIU Steward Date

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

\_\_\_\_\_  
Anthony Drolet, SEIU Steward Date

\_\_\_\_\_  
Ana Kwong,  
Administrative Services Director Date

## ATTACHMENT 1 (SEIU MOU)

RETIREE MEDICAL  
RESOLUTION NO. 5710

## A Resolution of the City of Sebastopol Amending Resolution Number 5673

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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. 6261, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV  
INSURANCE COVERAGESA. Health Insurance for Active Employees

City shall pay monthly premiums as defined in the MOU's for a City-sponsored group health plan for employee and qualifying dependents. In lieu of health insurance coverage, employees may choose an In-Lieu benefit, as defined in their MOU.

B. Health Insurance for Retired Employees

A retired employee is defined as receiving retirement benefits from (PERS) Public Employee Retirement System. This retiree benefit for the continuation of health insurance is intended to provide coverage to retirees and their covered dependents; who are enrolled in the plan, at the time of the employee's retirement with the exception of later addition of a (biological or adopted) newborn.

1. Employees With Less Than 10 Years of Service

Employees who retire with less than 10 years of full-time service are not eligible for the City's Medical After Retirement contribution towards premium, as defined below.

2. Employees With 10 Years or More of Service Hired Before July 1, 2007

- a. For SPOA employees who retired prior to July 1, 1997; and all other employees who retired prior to July 1, 1998:

City will pay the following amount for retirees:

Single person, under age of 65:	\$61.71/mo.
Single person, over age of 65:	52.80/mo.
With spouse, both under age of 65:	135.85/mo.
With spouse, one over age 65:	114.51/mo.

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

- b. For SPOA Employees retiring on or after July 1, 1997; and for all other employees retiring on or after July 1, 1998:

City will pay up to the following amount for retiree health insurance premiums. Coverage shall be available to employees who have had 10 years full-time paid employment with benefits, with the City. Any time spent in a paid part-time or non-paid part-time position will not count towards the 10 year minimum. For employees who wish to be covered under a City Health plan in retirement; they must be enrolled prior to retirement, otherwise they are entitled to a private plan reimbursement. Retirees are not allowed to enroll in a City Health plan after retirement, per the insurance plan agreements.

Single person, under age 65:	\$131.56/mo.
Single person, over age 65:	148.15/mo.
Employee +1, both over age 65:	311.10/mo.
Employee +1, one over age 65:	298.89/mo.
Employee +1, both under age 65:	276.27/mo.

Payments for the retirees' share of the premium are due no later than 60 days from the due date (first day in the coverage month). Retirees will be dropped from the health insurance plan for non-payment of their share of the premium after 60 days, unless prior arrangements have been made.

3. Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their to-date contributions. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

All other provisions mentioned in Section 2 above will apply.

C. Health Insurance Plan Requirements for Retirees

1. Disqualifying Events Under a City-sponsored Health Plan:

Health Insurance coverage shall continue until a disqualifying event occurs. Disqualifying events shall include:

- For Retiree:
1. Death of retired employee (Subscriber).
  2. Termination of retired status of employee by reinstatement to full-time employment with the City.
  3. Non-payment of retiree share of premium to City.

For Spouse or Dependents:

1. Divorce from the retired employee.
2. Dissolution of legally registered and valid domestic partnership from the retired employee.
3. When the retired employee's child turns 26.
4. Non-payment of surviving spouse's share of premium to City.

All qualified dependents who lose coverage on a City-sponsored Health Plan may be eligible for COBRA Health Insurance coverage continuation. A qualified dependent is any family member who was covered on the City health plan at the time of the employee's retirement. All other dependents covered on a City health plan (except for newborns or adopted infants) are non-qualified dependents.

Those individuals covered under a City-sponsored group health plan who are cancelled due to non-payment of premium, will not be eligible for COBRA Health Insurance continuation.

Whenever a qualifying or disqualifying event occurs, health insurance coverage and the City contribution towards premium shall be adjusted and or eliminated based on the current status of the retired employee. City contribution towards health insurance premium shall not be increased if the retired employee adds a family member after the effective date of retirement.

2. Notification of Dependent Changes or a Qualifying Event

Retirees must notify the City of all qualifying events and dependent changes within 60 days. If that requirement is not met, COBRA continuation coverage cannot be provided to a dependent who is ineligible for coverage. In the event the retiree neglects to notify the City of a dependent loss, the retiree will be liable to reimburse the City for the full amount of the health insurance premium paid, and any future costs, for the expense of covering an ineligible dependent on a City Health Plan.

3. Insurance Coverage for Surviving Family Members

Enrolled qualified dependents may continue health insurance coverage in both plans, after the retired employee's death. This continuation will end the date the surviving spouse remarries. A new dependent acquired during this continuation is not eligible to be enrolled as a family member. In the event of loss of coverage, the surviving family members who were previously covered under a City Health Plan, will be offered COBRA for up to 36 months, at their expense, if they are qualified dependents.

4. COBRA Continuation

Generally COBRA Health Insurance continuation is offered to retirees and qualified dependents when a loss of coverage occurs, due to a qualifying event for 18, 29, or 36 months, at their cost plus 2% administrative fee, based on a qualifying event. Non-payment of premium is not considered a qualifying event, and a retiree and their dependent(s) dropped from a City-sponsored group health plan for non-payment of premium, is not eligible for, and will not be offered COBRA, as defined in the Health Insurance Plan Agreements. Non-qualified dependents are only entitled to COBRA if the Subscriber is entitled to COBRA. Please refer to your COBRA General Notice for additional information.

5. Re-Enrollment

Retired employees covered under a City-sponsored group health plan may change City Health Insurance plans once per year during open enrollment which occurs in June, for coverage effective July. Once a retired employee voluntarily drops a City health insurance plan or is dropped because of non-payment of employee share of premium, or COBRA expiration, they will not be able to re-enroll in a City-sponsored group health plan in the future, as defined in the Health Insurance Policy Agreements.

6. Private Plan Reimbursement

If a retiree with 10 or more years of service, is not covered under a City-sponsored group health plan, they are entitled to receive the city-paid health insurance premium contribution, if they submit receipts to the City for reimbursement, in a timely manner. The City will reimburse up to the defined benefit level in Sections 1 or 2, once per calendar quarter, after receipts are submitted. Only requests submitted within 6 months of service will be considered for reimbursement. Reimbursement request reminder notices will not be generated by the City.

7. Positions Ineligible for Coverage

Certain positions are not eligible for medical benefit after retirement. Those positions include: Reserve Police Officers, Volunteer Firefighters, Crossing Guards, Per Diem Dispatchers, Temporary positions, and all other non-salary part-time positions. Any time served in these positions will not count towards the 10-year minimum full-time service to be eligible for health insurance coverage after retirement.

8. Insurance Plan Limitations

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

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

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



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

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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. 6261, "Personnel Resolution of the City of Sebastopol", Section XIV is hereby amended as follows:

SECTION XIV

INSURANCE COVERAGES

Employees With 10 Years or More of Service Hired On or After July 1, 2007

For those employees in the SEIU or SPOA employee groups hired on or after July 1, 2007, the City will contribute the same amount as defined in Section 2 above; if the employee voluntarily elects to participate in the Medical After Retirement Plan by contributing 1% of their base salary, up to \$60 per month; to be matched by an equal city contribution. This benefit was eliminated for employees hired after July 1, 2011. These funds will be deposited into a separate City Retiree Health Care Trust Fund (Account # 075-2550). Employees may only elect to participate in this option within 60 days of their hire date.

Once elected, the employee may cancel their participation in this program, and may request a refund of 85% of their to date contributions. Once an employee terminates their membership in this program, they will not be able to enroll again, in the future. An employee who leaves employment with the City prior to retirement is eligible for a 90% reimbursement of their contributions.

For those employees in the Unrepresented employee group hired after February 1, 2009 who have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their ICMA RHS Retirement Health Savings plan once per month. Once employees are enrolled in the ICMA RHS plan, they cannot cancel their participation.

All other provisions mentioned in Section 2 above will apply.

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

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

DRAFT

Attachment 3 (SEIU MOU)RETIREE HEALTH SAVINGS PLAN

1. Retiree Health Savings Plan: Excess Sick Leave (formerly titled PERS Sick Leave Transfer): At plan inception, those employees with Excess Sick Leave accrual balances will transfer their entire balance up to 400 hours from that account and into their Retirement Health Savings (RHS) Plan. Thereafter, every year at July 1st, employees will transfer up to 100 hours from their Excess Sick Leave account balances into their RHS Plan. At PERS retirement any remaining balance will transfer into their RHS Plan.
2. Vacation: At plan inception and every year thereafter on December 31st, employees will **transfer Vacation hours in excess of 500 hours into their Retirement Health Savings Plan.** At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.
3. Administrative Leave: At July 1"every year, employees will transfer their account balance up to 40 hours into their Retirement Health Savings Plan. At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.
4. Eligibility for Use: Members are eligible to use the plan at age 55, or at retirement

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

DRAFT

RESOLUTION NO. XXXX-2022

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

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

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

WHEREAS, City Council and Employee have met and conferred on June 28, 2022 and City Council has unanimously approved the amendments to said employment; and

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendment Number 4 to the Agreement for Professional Services for the City Manager.

PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 5<sup>th</sup> day of July, 2022.

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

**VOTE:**

Ayes:

Noes:

Absent:

Abstain:

APPROVED: Mayor Patrick Slayter

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

APPROVED AS TO FORM: Larry McLaughlin, City Attorney

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
CITY MANAGER (Employer Hiring Authority: City Council)  
(Amendment Number 4)

This Amended and Restated Employment Agreement ("Agreement - Exhibit B") is made and entered into on this 5<sup>th</sup> day of July, with an effective date of July 1, 2022, by and between the City of Sebastopol, California (herein "City" or "Employer") and Larry McLaughlin, (hereinafter referred to as "Employee"), with reference to the following facts:

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

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

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

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

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

WHEREAS, on May 18, 2021, Employer and Employee approved an extension of the contract to June 30, 2022; and

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

WHEREAS, City and Employee have met and conferred on June 28, 2022 and City Council and City Manager have unanimously approved the amendments to said employment and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

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

WHEREAS, City Council and Employee agree and City Council has unanimously approved to extend the term of the Agreement for said employment from July 1, 2022 through June 30, 2023, and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, all remaining terms and conditions of said Agreement of March 3, 2013, August 5, 2014, March 16, 2016, and May 18, 2021, are incorporated herein and remain in full force and effect; and

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

WHEREAS, City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of Employee; and

WHEREAS, This amendment 4 and restated agreement and Amendments 1 through 3 shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement. Except as amended by this Amendment No. 4, all other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect.

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

NOW THEREFORE, BE IT FURTHR RESOLVED, by the City Council of the City of Sebastopol, approval of the extension to the Agreement for Professional Services for the City Manager from July 1, 2022 through June 30, 2023.

The above and foregoing amendment was duly passed, approved and adopted at a publicly noticed meeting by the City Council on this 5<sup>th</sup> day of July 2022 by the following vote:

**VOTE:**

Ayes:

Noes:

Absent:

Abstain:

APPROVED: Mayor Patrick Slayter

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

APPROVED AS TO FORM: Larry McLaughlin, City Attorney

AMENDMENT NUMBER 4  
EXHIBIT A

**COMPENSATION:**

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

**COLA:**

Effective July 1, 2022, Said Employee shall receive a Four Percent (4%) pay raise payable on a pro-rata basis in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings.

Employee shall receive a one-time, non-pensionable, lump sum retention payment of five thousand (\$5,000) gross one-time distribution upon City Council ratification approval of Amendment Number 4.

Telework/Telecommute: It is recognized that the employee has an approved telework/telecommuting agreement and Employee shall be allowed to continue Telework/Telecommuting as approved by the City Council (City Clerk) and as Approved by the City Manager (Assistant City Manager)

**Longevity Pay:** Employee is authorized an additional 2% of yearly salary effective the beginning of the anniversary date of 30 years of service with the City.

**Deferred Compensation:** Effective July 1, 2022, Employee shall receive a set stipend of \$350 per month to be paid by the employer into employee's IMCA Deferred Compensation Plan.

**Electronic Allowance:** The City shall provide Employee with an electronic allowance for mobile telephone, Cellular Service / Wi Fi for Laptop as a set stipend of \$150.00 per month) to offset the costs of personal devices for official business. Said allowance shall be payable upon the first pay cycle of the month.

**Hours of Work:** It is recognized that Employee devotes a great deal of time outside the normal office hours (7:00 am – 5:30 pm Monday through Thursday) on business related to the operations of the City of Sebastopol, and to that end, Employee shall be allowed to establish an appropriate work schedule, subject to the periodic review and approval of the City Council

**Declared Emergency Situations:** When working as disaster service worker, employee shall be eligible for hazard pay for hours worked beyond forty (40) hours in a work week due to a City Council declared emergency. Such pay is non-pensionable compensation. Hazard pay in emergency situations shall be equivalent to 1.5 of the employee's straight time pay at the time of accrual, and shall not be accrued as compensatory time. Under no circumstances shall an exempt employee be paid hazard except under the circumstances set forth in this provision, or as may be set forth by the City Council.



RESOLUTION NO. XXXX-2022

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

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

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

WHEREAS, City Council, City Manager and Employee have met and conferred on June 28, 2022 and City Council has unanimously approved the amendments to said employment; and

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendment Number 2 to the Agreement for Professional Services for the Assistant City Manager and City Clerk.

PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 5<sup>th</sup> day of July, 2022.

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

**VOTE:**

Ayes:

Noes:

Absent:

Abstain:

APPROVED: Mayor Patrick Slayter

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

APPROVED AS TO FORM: Larry McLaughlin, City Attorney

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY CLERK (Employer Hiring Authority: City Council)  
ASSISTANT CITY MANAGER (Employer Hiring Authority: City Manager)  
(Amendment Number 2)

This Amended and Restated Employment Agreement ("Agreement - Exhibit B") is made and entered into on this 5<sup>th</sup> day of July, with an effective date of July 1, 2022, by and between the City of Sebastopol, California (herein "City" or "Employer") and Mary Gourley, (hereinafter referred to as "Employee"), with reference to the following facts:

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

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

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

WHEREAS, City and Employee desire to restate the employment terms in this Employment Agreement and Amendment Number 2 and confirm specific terms and conditions relating to compensation and benefits and related matters; and

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

WHEREAS, City and Employee have met and conferred on June 28, 2022 and City Council and City Manager have unanimously approved the amendments to said employment and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, All remaining terms and conditions of said Agreement of October 4, 2016, and Amendment Number 1 of July 2019, are incorporated herein and remain in full force and effect unless otherwise amended below; and

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

WHEREAS, City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of Employee; and

WHEREAS, This amendment 2 and restated agreement and Amendment 1 shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement. Except as amended by this Amendment No. 2, all other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect.

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

The above and foregoing amendment was duly passed, approved and adopted at a publicly noticed meeting by the City Council on this 5<sup>th</sup> day of July 2022 by the following vote:

**VOTE:**

Ayes:

Noes:

Absent:

Abstain:

APPROVED: Mayor Patrick Slayter

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

APPROVED AS TO FORM: Larry McLaughlin, City Attorney

**AMENDMENT NUMBER 2**

**EXHIBIT A**

**COMPENSATION:**

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

**COLA:**

Effective July 1, 2022, Said Employee shall receive a Four Percent (4%) pay raise payable on a pro-rata basis in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings.

Effective July 1, 2023, Said Employee shall receive a Four Percent (4%) pay raise payable on a pro-rata basis in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings.

Prior to June 30, 2024, the employer or employee shall request a reopener for negotiations of salary and/or other compensation benefits.

Employee shall receive a one-time, non-pensionable, lump sum retention payment of five thousand (\$5,000) gross one-time distribution upon City Council ratification approval of Amendment Number 2.

On June 30th, 2024, said employee shall receive a one-time, non-pensionable, lump sum retention payment of two thousand five hundred dollars \$2,500 gross.

**Longevity Pay:** Employee is authorized an additional 2% of yearly salary effective the beginning of the anniversary date of 30 years of service with the City.

**Deferred Compensation:** Effective July 1, 2022, Employee shall receive a set stipend of \$350 per month to be paid by the employer into employee's IMCA Deferred Compensation Plan.

**Electronic Allowance:** The City shall provide Employee with an electronic allowance for mobile telephone, Cellular Service / Wi Fi for Laptop as a set stipend of \$150.00 per month) to offset the costs of personal devices for official business. Said allowance shall be payable upon the first pay cycle of the month.

**Telework/Telecommute:** It is recognized that the employee has an approved telework/telecommuting agreement and Employee shall be allowed to continue Telework/Telecommuting as approved by the City Council (City Clerk) and as Approved by the City Manager (Assistant City Manager)

Hours of Work. It is recognized that Employee devotes a great deal of time outside the normal office hours (7:00 am – 5:30 pm Monday through Thursday) on business related to the operations of the City of Sebastopol, and to that end, Employee shall be allowed to establish an appropriate work schedule, subject to the periodic review and approval of the City Council

**Declared Emergency Situations:** When working as disaster service worker, employee shall be eligible for hazard pay for hours worked beyond forty (40) hours in a work week due to a City Council declared emergency. Such pay is non-pensionable compensation. Hazard pay in emergency situations shall be equivalent to 1.5 of the employee's straight time pay at the time of accrual, and shall not be accrued as compensatory time. Under no circumstances shall an exempt employee be paid hazard except under the circumstances set forth in this provision, or as may be set forth by the City Council.

CITY OF SEBASTOPOL  
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## **I. INTRODUCTION AND GENERAL PROVISIONS**

### **A. PURPOSE**

The City has established a personnel management system consistent with the following merit system principles which are intended to:

- Institute equitable and uniform procedures for managing personnel matters;
- Attract the most competent workforce available to municipal service;
- Ensure that appointment/advancement of employees is based on merit and ability; and
- Provide reasonable job security for regular employees.

This Resolution is designed to outline the personnel rules, and general administrative policies that govern employment with the City of Sebastopol (“City”). These are policies and procedures which apply to ALL employees regardless of departments and bargaining units. Employees who are exempt from certain provisions of these Rules are listed below in the section title “Application of Personnel Rules”. This manual does not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

The rules, policies and procedures contained in this manual supersede any and all previously issued City policies, procedures, or rules related to matters discussed in the manual.

Circumstances will require that rules, policies, procedures, and benefit programs described in this manual change from time to time. Consequently, subject to any meet and confer obligations under the Meyers-Miliias-Brown Act (“MMBA”), Government Code section 3500 et seq., the City reserves the right to amend, supplement, or rescind any provisions of this manual.

Prior to any such change, the City will provide advance written notice of its intentions to labor organizations and afford the opportunity to meet and confer on the impact of the proposed change(s) upon represented employees.

### **B. AUTHORITY**

The City Council of the City has approved the provisions of these Personnel Rules. The City Council must approve all additions, amendments and revisions to the personnel policies and procedures contained in this manual.

### **C. ADMINISTRATION**

These personnel rules do not preclude the City Manager (or designee) from developing and administering supplemental departmental rules or policies as long as they do not conflict with these rules, other Council resolutions and ordinances, existing laws, or memorandums of understanding.

Further, the City Manager (or designee) is responsible for implementing, administering, and ensuring compliance with the provisions of this manual. In the event any provision of this manual needs clarification, the City Manager may issue administrative instructions clarifying the intent of said provision as adopted by the City Council. The City Manager may develop and issue procedures, consistent with this manual, to facilitate the manual’s implementation.

#### D. CONFLICTING POLICIES

If there is any conflict between the policy or practices stated in a provision of these Rules and an applicable adopted Memorandum of Understanding between the City and a Recognized Employee Organization, the provisions contained in the Memorandum of Understanding will prevail.

The Rules are subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of the Rules is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such parts or provisions will be suspended and superseded by such applicable law or regulations, and the remainder of the Rules will not be affected thereby.

Members of the City's management team may issue additional departmental policies as deemed necessary for the efficient administration of particular units of the organization. However, such policies shall not conflict with these Rules. In cases where there is deemed to be a conflict between a unit policy or rule and these Rules, these Rules will prevail.

#### E. DUTIES OF PERSONNEL OFFICER

The Personnel Officer of the City is the City Manager. The City Manager may delegate any personnel powers or duties to another employee of the City or may recommend to the City Council that certain personnel powers or duties be performed under contract by a qualified individual or firm. The City Manager will:

- Prepare and recommend personnel rules and revisions of personnel rules to the City Council.
- Administer all the provisions of the City's personnel system not specifically reserved to the City Council.
- Appoint all department directors and employees of the City, except the City Attorney, City Clerk, and City Treasurer.

#### F. APPLICATION OF PERSONNEL RULES

The provisions of these Personnel Rules will apply to all regular employees, except as described below. Except as noted below, these Rules do not apply to the following employees or officials:

- Elected or appointed City Council Members.
- Members of appointive boards, commissions, committees and agencies (unless they are also regular City employees).
- City Manager, City Attorney, and City Treasurer, and City Clerk are at will and employed under an individual employment agreement.

All employees will receive, or be provided access to, a copy of this manual when they are hired. The manual may be updated from time to time and be redistributed, and available on the City's website or in the Administrative Services Department. The City may require employees to sign a

statement of receipt acknowledging that: a) he or she has received a copy or has been provided access to the manual; and b) understand that he or she is responsible to read and become familiar with the contents of the manual. Changes or revisions to this manual will be provided in writing, in advance, to employees after advance notice to and process with labor organizations as described in section 1A.

## **II. CLASSIFICATION PLAN**

### **A. PURPOSE**

As defined in the Sebastopol Municipal Code Section 2.60.040, all regular positions of employment in the City which are described by and budgeted for by Council action, and are of indefinite duration, will be organized by the Personnel Officer into a classification plan and presented to Council for approval. Appointments to such positions will be made consistent with these Rules. The purpose of the classification plan is to provide accurate descriptions and specifications for each class of employment in City service.

### **B. CLASSIFICATION SYSTEM**

In order to facilitate equitable employment and compensation practices, a classification system shall be implemented which groups positions which are similar as to duties performed, degree of responsibility exercised, supervision received or given, and other relevant job factors, so that the same title and schedule of compensation will be applied to each position in the group, and substantially similar measures of required qualifications, and acceptable job performance will also be applied to each position in the group. The Personnel Officer will develop descriptions for each job classification. Such job descriptions will contain a descriptive title, a definition of purpose for the position, typical and essential, but non-exclusive list of duties performed by positions in the classification, general qualifications and typical demands of the work environment. Job classification descriptions are intended to be descriptive and explanatory, not restrictive, and should not be construed as limiting the ability of the City Manager to assign related duties as needed to any position.

### **C. RECLASSIFICATION**

As position duties and general qualifications change from time to time or the needs of the organization change, and new duties are added or deleted, management may consider it necessary to conduct a classification study or job audit to determine the most appropriate classification for a position. Such a study may also be requested by an employee or representative of a bargaining unit. Upon determining that cause for such a study exists, the Personnel Officer may undertake, or cause to be undertaken, a study of a position or positions and will determine the most appropriate classification based on the findings and recommendations of the study. The City will offer to meet and confer over the impacts of any changes to working conditions or classification changes that come out of a reclassification or changes to existing represented classifications.

### III. APPOINTMENT OF EMPLOYEES

#### A. GENERAL POLICY

All employees shall be appointed by the Personnel Officer except as noted in Section I above. Appointments may be regular full-time, regular part-time, or temporary, depending on the needs of the City. The Personnel Officer may delegate recruitment and selection responsibilities at his or her discretion. The City's employment processes will be conducted in a manner that is fair, efficient, and results in the employment of qualified candidates.

#### B. DEFINITION

##### Regular Full-Time Employee

Employees in this category have successfully completed a probationary period and regularly work a minimum of forty (40) hours per week. Employees in this status are required to participate in the State retirement program (CalPERS), and are eligible to participate in all benefit programs offered by the City subject to the terms, conditions and limitations of each benefit program.

##### Regular Part-Time Employee

Employees in this category have successfully completed a probationary period and regularly work more than twenty (20) hours but less than forty (40) hours per week. Employees in this status are required to participate in the State retirement program (CalPERS), and may participate in other benefits at the City, on a prorated basis and as defined by Federal or State law.

##### Temporary Help

The City may hire full-time or part-time temporary help to assist City personnel in the accomplishment of specific projects or business goals. Such temporary help will be hired for less than nine hundred sixty (960) hours each fiscal year.

Temporary employees are paid on an hourly basis and are not eligible to participate in any benefits other than those that are mandated by State and/or Federal laws and regulations. Temporary employee status is not considered for seniority or benefit longevity purposes if the employee is subsequently hired as a regular full-time or regular part-time employee.

##### Disaster Workers

Government Code §3100-3109 designates all public employees as disaster workers in protection of State citizens and resources. As disaster workers, employees are required to serve during a State or local emergency providing disaster service activities as assigned by a City supervisor or manager.

#### C. RECRUITMENT PROCEDURES

The City may utilize any legitimate procedure for attracting and selecting qualified applicants. Recruitment techniques may vary depending on the type of position, availability of qualified candidates, economic climate, and other considerations which may exist. Recruitments shall be

conducted in accordance with equal employment opportunity principles. Recruitments may be open or may be limited to City employees, depending on the City's needs. When necessary to meet requirements for filling positions, the closing date for any selection process may be indefinite and applicants may be evaluated continuously in such manner and at such times and places as may be determined by the Personnel Officer.

When in the best interest of the City, the City Manager may make appointments of qualified persons through an equitable and compliant internal recruitment process.

The City Manager may authorize the transfer of an employee from one position in a department to another position of the same or comparable classification in another department. Any employee transferred to a different position must possess the minimum qualifications for the position.

#### D. APPLICATIONS & OTHER MATERIALS

Application materials shall require information covering training, experience, and other pertinent information designed to determine the most-qualified applicant. All applications and selection procedure materials are confidential records and shall not be returned to applicants. Falsification or misstatement of material facts on application materials or during the selection procedure may result in rejection of the applicant or dismissal of the employee at any time. No applicant information shall be asked that is prohibited under any state or federal law.

#### E. SELECTION PROCEDURES

All selection procedures are designed to assess the job-related qualifications of each applicant and consistent with merit system principles. The City may utilize any legitimate objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The methods used shall be impartial and fairly measure the relative capacities of the candidates to execute the duties and responsibilities of the job. As required by law, reasonable accommodation will be made for applicants with disabilities. The City may hold the selection processes itself or contract with any competent organization or individual to prepare and/or administer selections procedures.

#### F. BACKGROUND & MEDICAL VERIFICATIONS

As part of the pre-employment procedure, applicants may be required to supply references, and submit to a thorough background check. In addition, all employees must be physically and mentally capable of performing the essential functions of their jobs with or without reasonable accommodation. The City has the right to conduct a complete and exhaustive background investigation on all applicants seeking employment, including a criminal background check, where applicable, and a medical and/or psychological examination by City-retained medical practitioners, where deemed appropriate by the City. However, any medical or psychological examination shall be conducted only after a conditional job offer has been made, in accordance with applicable law.

### G. DISQUALIFICATION

The Personnel Officer may disqualify any candidate for any legitimate reason. An applicant has no right to grieve or appeal any such actions by the City. Any one or more of the following reasons may result in disqualification.

- **Improperly Completed Application:** The applicant did not properly complete the application materials.
- **Minimum Qualifications:** The application indicates on its face that the applicant does not possess the minimum qualifications for the position.
- **Essential Duties:** The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations.
- **Illegal Drugs:** The applicant is currently using illegal drugs.
- **Legal Right to Work:** The applicant is not legally permitted to work within the United States.
- **False Statements:** The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making the application for employment.
- **Close marital or familial relationship to a direct or indirect supervisor over or subordinate under the direction of the position they will be filling, if selected.**
- **Material Cause:** Material cause, in the judgment of the Personnel Officer, is circumstances which would render the applicant unsuitable for the position, including but not limited to a prior resignation from the City, termination from the City or other employer, significant disciplinary action by City or other employer, or conviction of a crime which has a nexus to and may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.

Re-employment: Except for employees rehired after layoff in accordance with Section XII of these Rules, rehired former employees are considered new employees from the effective date of their re-employment for all purposes, including the calculation of benefit levels.

## IV. **PROBATIONARY PERIOD**

### A. PURPOSE

The probationary period will be regarded as a part of the selection process and will be utilized for determining the employee's ability to perform satisfactorily the duties of the position.

### B. DURATION

Except for appointments to positions within the Police Department, all appointments to regular employment are subject to a probationary period of not less than six (6) months or more than twelve (12) months actual service subsequent to appointment. Probationary periods longer than six months are documented in the job classification.

Appointments to regular positions within the Police Department are subject to a probationary period of not less than eighteen (18) months actual service after appointment.

Promotional appointments to positions within the Police Department are subject to a probationary period of not less than twelve (12) months actual service subsequent to appointment.

Probationary periods may only be extended with approval of the City Manager for a maximum of six months to provide additional assessment, training, and guidance or for approved leaves and protected medical absences longer than two weeks. Should this become necessary, the City will document the reasons for extension, provide communication to the employee regarding the requirements of the extension, and provide a courtesy notification to the employee's union representative should the employee be represented.

#### C. PROBATIONARY DETERMINATION OF NOT PASSING

During the probationary period, an employee may be deemed unable to pass at any time without cause and without the right of appeal. Notification of rejection will be made in writing to the employee prior to the expiration of the probationary period.

An employee who does not pass a probationary period following a promotional appointment will be reinstated to a position in their most recent former job classification or a comparable job classification, unless the cause for not passing during the probationary period was sufficient grounds for termination and such termination followed the process described in these Rules for separation from regular City service.

### V. SALARY ADMINISTRATION

#### A. SALARY SCHEDULE

The Personnel Officer will prepare, or have prepared, a Salary Schedule for adoption by the City Council. The schedule sets forth the classifications approved by the Council, together with proposed salary ranges, for the upcoming fiscal year. Salary ranges are to be reviewed by Council each fiscal year, or as often as may be recommended by the Personnel Officer to maintain appropriate compensation.

#### B. SALARY UPON INITIAL APPOINTMENT AND ADVANCEMENT WITHIN THE RANGES

In positions covered by these Rules, appointment to any position in any class will be made at the minimum rate, and advancements from the minimum rate to the maximum rate will be made by successive steps in the salary schedule for the class.

In the event an employee entering City service is found to possess a unique skill set or extraordinary qualifications for a position or if impediments to hiring are found such that the pool of qualified candidates is extremely limited, the City Manager may authorize an advanced step placement above the Step A.

Employees may be considered for their first advancement along the salary range of a classification upon completion of twelve months of service or a probationary period. Advancement is not automatic. Employees may be considered for additional advancements in further steps annually. Additional annual advancement along steps in the salary range is dependent on sustained demonstration of skill in the duties of the position and a satisfactory or better overall evaluation score. Once approved for a merit increase, merit increases will occur in the next available pay period of the next month.

C. SALARY UPON PROMOTION

Upon promotion, an employee will receive the first step of the salary range of the new classification or a step that is closest to five percent higher than their current base salary. In no case will salary upon promotion exceed the top step of the salary range for the new position.

D. SALARY UPON DEMOTION & TRANSFER

Upon demotion, of an employee to a lower class of position than their current class, such employee may retain the salary step in the lower range classification equal to the step they previously held in the higher class before demotion.

At the discretion of the City Manager, in the case of the demotion of any employee in the City service to a lower class of position, employee's salary may remain frozen at the amount which s/he was receiving in the higher class before demotion, until the salary range for the lower classification is raised to equal that being paid to the employee. In such cases, which may take several years, the "frozen" salary will automatically end once future increases bring the employee's new salary range up to a level where it equals the employee's "frozen" salary. The City will make a reasonable effort to estimate the duration of a "frozen" salary. Demotions where an employee's salary will be reduced within the range of the lower classification, must follow the Disciplinary procedures noted in section X.

Upon Transfer of an employee from one position to another with the same salary range and similar duties and responsibilities, the employee will retain the same salary step in the new position as they held in the former position.

Except for involuntary transfers, in the discretion of the City Manager, in the case of the transfer of any employee in the City service to a lower class of position, employee's salary shall remain "frozen", which he was receiving in the higher class before, until such time as the salary range for the lower classification is raised to equal that being paid to the employee. In such cases, which may take several years, the City Manager shall determine when the employee is once again eligible for step increases. For involuntary transfers, the employee's salary will be "frozen" and the City will make a reasonable effort to estimate the duration of a "frozen" salary.

E. SALARY UPON SUSPENSION WITHOUT PAY

After due process as described in sections IX and X below, any employee who has been suspended for disciplinary reasons will not receive any pay for the duration of the suspension.



**F. SALARY FOR TEMPORARY OUT-OF-CLASS ASSIGNMENTS**

The length of a temporary out-of-class assignment is defined by Government Code 20480. In accordance with the Government Code, any employee who is assigned to temporarily perform the full range of duties for a vacant position allocated to a higher salary range will receive a 5% increase in pay for hours worked while on temporary duty. The increase will be effective after a number of days between 10 and 30 as determined by the City Manager acting upon recommendation of the department head. Such assignment will be made in writing, and the employee assigned must meet the minimum qualifications of the higher classification. This temporary assignment is not to exceed a period of 960 hours or six (6) months, whichever occurs sooner, unless an extension is approved by the Personnel Officer, and does not form the basis for a reclassification request. Upon completion of the out-of-class assignment, the employee will return to their previous salary. For the purposes of this section, a “vacant position” does not refer to a position that is temporarily available due to another employee's leave of absence.

**G. LONGEVITY PAY**

Regular full-time employees are entitled to the following longevity incentives:

- 2% on base hourly rate at the conclusion of 5 years of service
- 2% additional on base hourly rate (total 4%) at the conclusion of 10 years of service
- 2% additional on base hourly rate (total 6%) at the conclusion of 15 years of service
- 2% additional on base hourly rate (total 8%) at the conclusion of 20 years of service
- 2% additional on base hourly rate (total 10%) at the conclusion of 25 years of service

Longevity incentives are cumulative, not to exceed a maximum of 10%.

Part-time prior service may be counted on pro-rata basis.

**H. COMPENSATORY TIME**

All overtime worked is normally paid in the paycheck directly following when the overtime is earned. Based on service level and business needs, Department Heads have discretion as to whether an employee may elect compensatory time for overtime worked. Employee elected cash buy back of compensatory time accrual balances is not allowed. Compensatory time caps and rollover amounts can be found in applicable memorandums of understanding.

**VI. ADMINISTRATION OF CITY-PAID LEAVE BENEFITS**

**A. GENERAL LEAVE PROVISION**

To ensure accountability and the integrity of public service, all employees are expected to account for their absences from work, whether in paid or unpaid leave status.

1. Leave Approval

Leaves will be subject to approval by the supervisor and must be scheduled through City's electronic leave request system, in advance whenever possible, based on department policies, and at the mutual convenience of the department and the employee. Vacation leave must be scheduled at the mutual benefit of the City and the employee. Unauthorized leaves taken by an employee may result in disciplinary action, up to and including discharge.

2. Leave Accounting

Leave time for all employees is chargeable in increments of .25 hours (15 minutes). The City may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for the leave is legitimate. Employees may be required to submit a medical certification of illness or injury supporting a request for sick leave and must, if requested by a supervisor or human resources representative, provide medical verification after a sick leave for three consecutive work days even if one of those days is a holiday. The City may require a fitness-for-duty medical certification from any employee returning from a medical leave. Failure to provide requested medical certifications may result in denial of leave or in denial of reinstatement.

3. Leave Accruals

Employees eligible for accrued leaves will accumulate leave in the amounts specified in applicable MOU's, compensation resolutions, or individual employment agreements from the date of the employee's initial appointment until separation from employment. Leave accrues on hours in a paid status. No leaves will accrue when an employee is in an unpaid status unless otherwise required by law.

All paid leave accruals are calculated and recorded at the end of each pay period and are available for use beginning on the first day of the next pay period. Paid leave cannot be used until after it has been accrued and made available for use.

4. Failure to Comply with Terms of Leave

If an employee accepts other employment during a leave of absence, except with written permission of the City Manager or as otherwise provided by state or federal law or fails to return to work on the next regularly scheduled work day following the expiration of the leave without providing reasonable communication as defined in the use of leave section with their supervisor, it will be deemed that the employee is absent from work without authorization and may be considered as abandoning their position. Employees who are on unauthorized leave for longer than 3 days may be terminated by the City without due process. Such an employee will have no right to appeal this separation from employment.

5. Use of Paid Leaves Prior to Unpaid Leave Usage

Generally, employees must use applicable paid leaves balances down to 30 hours prior to taking time off without pay. This requirement may be waived at the City Manager's discretion.

6. Unpaid Leave Usage (Leave Without Pay - LWOP)

When an employee has exhausted all paid leave accruals or has used their sick leave or vacation balances down to 30 hours as provided for in the use of leave chart, an employee may request leave without pay. Leave Without Pay must be requested in advance and approved by a supervisor.

7. Legal Requirements

Nothing in this policy will prevent an employee from receiving a leave of absence required by law.

8. Leave Payment and Use Upon Separation from Service

In the case of death of an employee eligible for payment of leaves, payment will be made to employee's beneficiary, estate, or legal representative.

9. Leave Categories:

The City provides the following paid leave benefits: vacation leave, administrative leave, holiday leave, bereavement leave, jury duty and witness leave, and sick leave. As required by state and federal law, the City also provides specified compensation for military leave, job-incurred disability leave, paid sick leave under California law, and time off to vote. Subject to City policy on use of leaves, the City also permits unpaid leaves in accordance with the provisions of the Family and Medical Leave Act, the California Family Rights Act, CA Pregnancy Disability Leave, state paternal leave requirements, state and federal military leave requirements, school leave, and non-medical leaves of absence.

B. VACATION

Full-time City employees shall accrue paid vacation time based on the length of City service as follows:

0 through 4 years	10 working hours per month (4.61538hrs/pp)
5 through 10 years	12 working hours per month (5.53846hrs/pp)
11 through 20 years	16 working hours per month (7.38462hrs/pp)
21 years and over	20 working hours per month (9.2308hrs/pp)

Before six months of employment vacation will accrue but accruals will not appear on an employee's paycheck. Accruals will appear on the first paycheck following six months of employment. No employee will be eligible to be paid or eligible for use of vacation time before it is accrued.

Two hundred and sixty (260) hours will be the maximum vacation time taken in a calendar year. Total amount of vacation time an employee may accumulate is two times an employee's annual accrual with an absolute maximum of 400 accrued hours. Vacation time will cease accruing once an employee's balance reaches 400 hours.

If any of the paid holidays authorized occur while an employee is on vacation, the employee will, if otherwise eligible for it, not be charged vacation time for such holiday.

Upon termination of employment, the employee will receive a lump sum payment of all accumulated accrued vacation time.

### C. SICK LEAVE

Full-time City employees will accrue paid sick time at the rate of 120 hours per year or 10 hours a month (4.6154 hours per pay period). Part-time will accrue sick leave at a prorated rate based on hours worked.

Sick leave is a benefit intended to serve as a form of short-term disability insurance. It is in an employee's best interest to retain enough sick leave balance to cover short term needs. It is intended to be used to attend an appointment with a treating practitioner, for situations related to domestic violence, in cases of your actual illness or disability or for you or to care for a qualified family member. In the event sick leave balances are exhausted, employees must exhaust most other accrued leave balances prior to requesting leave without pay. Once other accrual balances are exhausted as defined in the Use of Leave Reference Table (page 18 below) employees may request leave without pay which must be approved, in advance, by the City Manager except when an employee is already out on a verified and approved protected medical leave. An employee that is actively collecting benefits under Labor Code §4850 is not required to use accrued leave balances under this section until or unless eligibility for such payments ends. Employees must request and use sick leave in accordance with the provisions of law and the City's policies.

In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:

- Non-industrial illness or injury when an employee has a medical or dental appointment which cannot be scheduled outside the workday, has a medical emergency or is indisposed by reason of illness, injury, exposure to contagious disease, or trauma from attending work and performing duties; or when an employee's illness would endanger or disturb coworkers;
- Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
- Diagnosis, care, or treatment, of an existing health condition or preventive care, for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, parent-in-law, child of any age or dependency status, spouse, registered domestic partner, sibling, grandchild, or grandparent. Sick leave under this paragraph shall not exceed 50% of an employee's annual leave allotment unless extended by the City Manager or designee upon written request of an employee.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Sick leave accrues from the beginning of employment and may be accessed for use after the first 30 days of employment. There is no cap on sick leave accrual. Sick leave accrued balances may not be cashed out but may be rolled up at retirement in accordance with CalPERS regulations.

The City understands that there may be extenuating circumstances or departmental business needs which may affect an employee's ability to comply with some or all aspects of this paragraph. In those cases, clear documentation and communication as early as reasonably possible is important. As a rule, employees must request sick leave in advance. Some sick leave laws such as the California Family Relief Act require as much as 30 days of advance notice of a foreseen leave. If an employee has an unplanned absence or emergency the employee must speak to their department head, manager, or supervisor, as close to an hour before the start of their shift as possible. The employee is required to speak to their manager or supervisor in person. This is a verbal conversation and not a text or email. If the employee is unable to reach their manager or supervisor, the employee is required to phone another manager or supervisor or leave a voicemail for their supervisor.

An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

- a) The employee has a demonstrable pattern of sick leave abuse; or
- b) The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a reasonable person would also believe the absence was for an unauthorized reason.

The City recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevents the employee from performing the full range of his/her normal work assignment and anticipated future absences. If the department head or

designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

**Use of Leave Reference Table**

Employees are required to use accrued leaves before a leave of absence without pay as shown in the following table:

TYPE OF LEAVE	Amount Must Use Before Leave Without Pay	Required or Optional
During the time needed by the employee to undergo medical or dental treatment or examination.	Required. You may keep 30 hours.	Optional after use of sick leave down to 30 hours.
When a woman employee is disabled by pregnancy	Required. You may keep 30 hours.	Optional after use of sick leave down to 30 hours.
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her; or for care, exam, or treatment of a family member*	Required. You may keep 30 hours.	Required after sick leave.
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	N/A	Optional
Stipend Education Leave	N/A	Optional
Approved undisclosed reason or extended vacation	N/A	Optional

\* In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

\*\*Family and Medical Leave Act (FMLA) / California Family Rights Act (CFRA).

**D. SICK LEAVE ABUSE REVIEW**

The City will periodically review each employee's sick leave usage for the purpose of controlling sick leave abuse. Sick Leave abuse is defined as excessive unprotected sick leave usage. In reviewing each employee's sick leave usage, the City will pay particular attention to specific indicators to determine if abuse of sick leave may be occurring. The indicators to be reviewed, include but are not limited to:

- (1) The number of accrued and unused sick leave days in the employee's account;
- (2) The reasons given by the employee for sick leave usage;
- (3) Patterns of sick leave usage (including absences at the beginning or end of a work week, absences occurring in conjunction with shift days

off, half days off, absences occurring in conjunction with pay days or holidays);

- (4) The number of sick leave occurrences;
- (5) The employee's length of service;
- (6) Limiting medical conditions that may exist;
- (7) The number of family sick leave occurrences; and
- (8) Unscheduled and unprotected sick leave usage.

Based upon a review of the above indicators, the City will determine if counseling or disciplinary action is appropriate. Should it be indicated that counseling or discipline is indicated, the City will identify those factors which were relied upon for the counseling/disciplinary action and follow its progressive disciplinary policy and procedure. Part of the counseling session will be an agreement that the employee will provide medical verification for each sick leave absence.

#### E. DENIAL OF SICK LEAVE BENEFITS

Sick leave with pay may be denied if it is substantiated that the employee's absence did not meet the definitions as specified above in this section and may be grounds for disciplinary action.

An employee who is on unscheduled and unprotected sick leave and has no sick leave accrual in their account and who has been counseled and noticed for sick leave abuse, may not use vacation and/or compensatory time for that time off. The employee must be on a leave of absence without pay.

#### F. HOLIDAYS

The City observes the following holidays:

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| 1. New Year's Day                 | (January 1 <sup>st</sup> )            |
| 2. Martin Luther King's Birthday  | (3rd Monday in January)               |
| 3. Lincoln's Birthday             | (February 12 <sup>th</sup> )          |
| 4. Washington's Birthday          | (3rd Monday in February)              |
| 5. Caesar Chavez Day              | (March 31 <sup>st</sup> )             |
| 6. Memorial Day                   | (Last Monday in May)                  |
| 7. Juneteenth                     | (June 19 <sup>th</sup> )              |
| 8. Independence Day               | (July 4 <sup>th</sup> )               |
| 9. Labor Day                      | (1 <sup>st</sup> Monday in September) |
| 10. Veteran's Day                 | (November 11 <sup>th</sup> )          |
| 11. Wednesday before Thanksgiving |                                       |
| 12. Thanksgiving Day              | (4th Thursday in November)            |
| 13. Christmas Eve Day             | (December 24 <sup>th</sup> )          |
| 14. Christmas Day                 | (December 25 <sup>th</sup> )          |
| 15. New Year's Eve Day            | (December 31 <sup>st</sup> )          |

Holidays will be observed on the calendar day on which each fall, except that a holiday falling on Saturday will be observed the preceding regular City business day, and a holiday falling on Sunday will be observed on the following regular City business day and a holiday falling on a Friday will occur on the preceding City business day.

At his/her discretion, the City Manager may designate one additional holiday each year.

Generally, regular employees receive paid holiday leave in lieu of working on observed holidays. To qualify for holiday pay, employees must be on paid status on the regularly scheduled workday before and after the legal holiday. Holidays occurring during an employee's vacation will be treated as a paid holiday.

#### G. JURY DUTY AND WITNESS LEAVE (California Labor Code §230)

Any employee, including a temporary, seasonal, or extra help employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness regarding an event or transaction in the course of his or her job duties at the City, must notify his or her supervisor or department director as soon as possible. The City will determine whether the matter involves an event or transaction in the course of the employee's job duties at the City. If so, leave to appear in court as a witness will be considered work time.

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service. The time spent on jury duty is not work time for purposes of calculating overtime compensation

The employee must deposit any fees for jury or witness service, other than mileage (unless a City vehicle is used for witness leave) and meals, with the City.

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or when serving as a witness only for any work week in which they perform any work duties. The City will offset the amount from pay the employee receives from the Court for jury fees.

Any employee who is released from jury service two hours or more prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.

#### H. MILITARY AND VETERAN'S LEAVE (Various statutes)

Military and Veteran's leave will be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose will provide the Department Director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

#### I. TIME OFF TO VOTE (California Elections Code §14000)

If an employee does not have sufficient time outside of working hours to vote in a general or special public election that falls within the employee's county of residence, the employee may take up to two hours of paid work time to enable the employee to vote. The time off for voting will be only at the beginning or end of a regular working shift, whichever allows the greatest



amount of free time for voting and the least time off from work. In no event is the employee eligible to take off more time than is necessary to vote. The employee will give the supervisor reasonable notice that time off for voting is desired. Absentee voting is encouraged, if possible.

#### FUNERAL BEREAVEMENT LEAVE

In the event of the death of an employee's immediate family of either the employee or the employee's spouse, or of any other related person living in the employee's household, an employee who attends the funeral will be granted time off work with pay for a period not to exceed 40 hours. The first three working days will not be charged to either vacation or sick leave. The remainder will be charged to accrued vacation time. "Immediate family" means: husband, wife, child, domestic partner, father, mother, brother, sister, grandparent, grandchild, uncle, aunt, niece, nephew, step and in-law relationships of the previous family members and any relationship in lo parentis.

#### K. SCHOOL PARTNERSHIP AND VISITATION LEAVE (CA Labor Code §230.7 & §230.8)

This California law allows parents, grandparents, and guardians to take unpaid time off from work for up to forty (40) hours in any calendar year and no more than eight hours in any calendar month to participate in their children's school or child care activities such as:

- Find, enroll, or reenroll a child in school or with a licensed child care provider
- Participate in school or childcare activities
- Address a childcare or school emergency
- Respond to a request from a school official or attend a back to school night
- To appear at a school in connection with a child's suspension

Employees must provide documentation from the school or licensed child care provider of proof of engagement in child-related activities. Employees may use vacation or compensatory time accruals during this leave.

#### L. DISCRETIONARY UNPAID LEAVES OF ABSENCE

The City Manager may grant discretionary (for reasons not entitled by law) unpaid leaves of absence provided the City Manager determines that the City service will not be detrimentally affected by said leave. Such leaves of absence will not be granted to exceed three months unless an extension is granted by the City Council. All requests for leaves of absence shall be in writing from the employee. Upon expiration of an approved unpaid leave, the employee will be reinstated in the position held at the time leave was granted.

**Failure to Return from Unpaid Leave:** Failure of an employee on leave to report to work promptly at the leave's expiration without request and approval for an extension of said leave in writing will constitute voluntary resignation by the employee.

**Benefits While on Unpaid Leave:** Taking unpaid leave may impact certain benefits and employee seniority. Employees do not accrue vacation or sick leave, or any other paid time off, and seniority dates may be adjusted. Retirement system service credit does not accrue during any unpaid absence. City contributions to health and wellness insurances will cease while an employee is on a discretionary unpaid leave of absence.

### M. PROTECTED MEDICAL LEAVES

Information related to City offered unpaid leaves in accordance with the provisions of the Family and Medical Leave Act, the California Family Rights Act, CA Pregnancy Disability Leave, and state paternal leave requirements can be found in Attachment A, Family Medical Leave.

### N. WORKERS' COMPENSATION DISABILITY LEAVE

All employees are entitled to payment of workers' compensation insurance benefits to replace lost work income in accordance with law. Leave of absence from work due to incapacity from a work-related injury or illness will be granted according to applicable family and medical leave laws, workers' compensation law, and the City's leave policies. If injured employee is eligible for worker's compensation benefits and has accrued sick leave, said employee may have their sick leave coordinated with disability payments to receive full compensation, subject to any state or federal guidelines. An employee who has exhausted their leave benefits down to 30 hours will be entitled to only those leave and pay benefits as provided by law. Use of other benefit accruals may be approved on a case by case basis by the City Manager.

## **VII. MISCELLANEOUS PERSONNEL ADMINISTRATION**

### A. WORKWEEK

The basic workweek for full time employees shall be forty (40) hour per week, Monday through Thursday.

### B. HOURS OF OPERATION

All City offices must be open to the public from 7:00 to 12:00 and 12:30 - 5:30 Monday through Thursday. City Hall, Fire, and Public Works are closed from 12:00 to 12:30 for lunch.

### C. MEAL PERIODS

Employees will receive a thirty (30) minute meal period that shall not be compensated. Except as required by statute or regulation, such as for employees in the Police Department, during the meal period, the employee must be completely relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday.

### D. REST PERIODS

Employees must have a (10) minute rest period for each half of their shift, as scheduled by the Department Director. Emergency conditions and circumstances may cause breaks to be interrupted or cancelled. The rest periods may not be combined or used to shorten the workday – e.g., by taking a break at the beginning or end of the workday.

### E. PERSONNEL FILES

The City maintains a personnel file on each employee. A personnel file will contain only material that the City deems necessary and relevant or that is required by law. Personnel files are the property of the City, and access to the information they contain is restricted to protect employee

privacy interests. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for the City's business reasons, or if access is required by law, subpoena or court order. Managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

#### F. EMPLOYEE ACCESS TO PERSONNEL FILES

A current employee may inspect his or her own personnel records as defined under California State law, at reasonable times and at reasonable intervals, within 10 calendar days of a written request. A former employee is entitled to inspect his or her personnel records one time per year. A current or former employee and/or his or her representative, who wishes to review his or her personnel file should make a written request to the Finance Department.

#### G. CHANGE IN STATUS

It is the employee's responsibility to notify the Finance Department of any changes in the employee's address, phone number, marital status, dependent status, name change, emergency contact information, or other pertinent information.

#### H. APPLICATION RETENTION

Applications submitted by candidates for City employment become the property of the City and will be retained for the term of the eligibility list for the position.

#### I. DESTRUCTION OF PERSONNEL RECORDS

Personnel and applicant records will be destroyed in accordance with the City's system for destruction of public records.

#### J. EMPLOYEE PERFORMANCE EVALUATION

Except for employees serving their probationary period, all employees in City Service shall have their performance evaluated by the Department Director or by the Supervisor designated for this purpose no less than annually on a cycle determined by the Department Director and approved by the City Manager. The employee's supervisor shall review the findings of the evaluation with the Department Director. A copy of the completed evaluation shall be provided to the employee and a copy shall be placed in the employee's personnel file.

Employees serving their probationary period shall have their performance evaluated in the same manner as prescribed for regular employees. Probationary employees shall be evaluated every three (3) months during their probationary period, or at different intervals as determined by the City Manager. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period.

Any evaluation which warrants a merit increase but is not completed by the designated review date will be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a Supervisor may render a performance evaluation at any time when performance issues arise, whether positive or negative, when there is a change in assignment and/or when there is a change in supervisor or management.

Based upon the Performance Evaluation Report, the Supervisor may make appropriate recommendations to the Personnel Officer regarding a possible merit increase, or other appropriate action. City Manager approval is required for all such actions.

The employee will have an opportunity to review the performance evaluation report and to attach a written response to the corresponding performance evaluation in his/her personnel file. This response must be made within ten (15) working days of receiving the evaluation. No other administrative reply or appeal will be allowed. Performance evaluations will not be subject to the grievance process.

#### K. PAY PERIODS

Salaries and wages will be paid in installments every two weeks, 26 times per year. Paychecks will be issued every other Thursday, four business days after the end of each pay period.

### **VIII. GENERAL TERMS OF HEALTH AND WELFARE BENEFITS**

#### A. QUALIFYING FOR BENEFITS

Certain insurances and other benefits are available to specified employees with costs shared by City and/or the employee as defined and specified in applicable MOU's, compensation resolutions, or individual employment agreements, which may be amended from time to time by the Council.

#### B. INSURANCE BENEFITS

Insurance benefits are afforded to eligible employees and their eligible dependents as governed by the terms and conditions of the contractual agreements with the benefit providers. Insurance premiums not paid in whole or part by City will be the responsibility of the employee. Insurance benefits may include medical, dental, and vision care plans, short-term and long-term disability, life insurance, accidental death and dismemberment, and any other such insurance benefits.

#### C. RETIREMENT

All regular full-time City employees will participate in the Public Employees' Retirement System and will be governed by its rules and regulations. Specific details regarding Retirement can be found in the employee's respective MOU. Any changes to Retirement Benefits are made by the Council through the meet and confer process, and subject to CalPERS regulations.

#### E. CHANGE IN RELATIONSHIP

It is the responsibility of the employee to notify the City to cancel a spouse or registered domestic partner's coverage if the relationship terminates. It is the responsibility of the employee to notify the City to cancel an adult child's coverage once the adult child reaches the benefit limit. If the

employee does not notify the City of the termination of the relationship within 30 days of the event, the employee will be held responsible for any City paid costs after the change in relationship.

#### **H. COBRA REQUIREMENTS**

COBRA medical insurance will be offered to employees, and their legal dependents as required by law. Other COBRA required insurance will be offered through CITY's insurance plans. In the event of termination of marriages, registered domestic partnership, the death of the employee, or a depend child reaching the age limit for insurance, under the same conditions used for traditional marriages, COBRA will be offered. Should the spouse or partner elect COBRA, the coverage will continue as required by law. The spouse or partner of the employee pays for COBRA benefits.

Retiree Medical Benefits: Retirees may be provided post-employment medical benefits based on several factors, including the MOU that applied to their classification based on the date of hire, and/or date of retirement. Please refer to the MOU associated with the employee's job classification. The City does not provide any other post-retirement benefits.

#### **IX. DISCIPLINARY ACTION**

An employee will not be discharged, nor discipline imposed, without just cause.

The City Manager, or his designee, with just cause, may temporarily reduce an employee's pay; or suspend an employee from his/her position, without pay, for disciplinary purposes. Temporary pay reductions and suspension without pay will not exceed thirty (30) calendar days.

The City Manager, with just cause, may demote or discharge an employee.

#### **X. CAUSES FOR DISCIPLINARY ACTION**

The following reasons will be deemed sufficient for disciplinary action. The following list is not exhaustive, and disciplinary action may also be taken for other cause:

- Violation of any departmental or City policy, regulation, rule, ordinance or resolution;
- Absence without authorized leave; excessive absenteeism and/or tardiness as defined by the employee's department head, and/or these rules or City policies; misuse or abuse of leave; use of leave from work in a manner not authorized or provided for under City rules or policies;
- Dishonesty, fraud, waste or theft, including: misuse or unauthorized use of any public funds or City property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, City communication systems, City vehicles or intellectual property; damaging any City property, equipment, resource, or vehicle, or the waste of City resources through negligence or misconduct; falsifying or tampering with any City record, including work time or financial records or employment applications; providing false or misleading information, concealing information, or making any omission of a material fact; working overtime without prior authorization

- Unsatisfactory job performance; Inefficiency or incompetency; Failure to possess and/or maintain the minimum qualifications required for the position; egregious neglect of duty
- Insubordination; or insulting or demeaning the authority of a supervisor or manager; willful disobedience; refusing to work assigned overtime
- Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity
- Discourteous, disrespectful, or offensive treatment of the public, City officials, or other employees; Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work
- Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or to the employee's employment, including: Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the City; Commission or conviction, meaning any judicial determination of guilt, whether a felony or misdemeanor, of a crime that has a nexus to the employee's job duties
- Reckless or unsafe conduct; Carrying firearms or other dangerous weapons while on duty when not required by job duties; horseplay or fighting; Failure to comply with safety rules, standards or regulations
- Drunkenness, intoxication, consuming or possessing an open container of, or being under the influence of, an alcoholic beverage, while on duty; Illegally using, consuming, injecting, possessing, being under the influence of, selling or offering for sale, while on duty, any controlled substance as that term is defined in the California Health and Safety Code
- Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to any employee for the performance of his or her official duties

#### **A. Pre-disciplinary Due Process**

The following discipline procedures only apply to the City's regular employees. All remaining employees may be disciplined or separated at will, with or without cause, and without the discipline procedure and disciplinary appeal procedure listed below. The following discipline procedures apply only to suspensions without pay, reductions in pay, demotions, or dismissals.

“Skelly” Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action shall be given to the employee and copied to the official business representative for represented employees, which will include the following information:

- The level of the intended discipline
- The specific charges that support the intended discipline
- A summary of the facts that show that the elements of each charge at issue in the intended discipline

- A copy of the materials upon which the intended discipline is based
- Notice of the employee's right to respond to the Skelly officer regarding the intended discipline within five working days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both
- Notice of the employee's right to have a representative of his or her choice at the Skelly conference
- Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed

Response by Employee and Skelly Conference: If the employee requests a Skelly conference, the Skelly officer will conduct an informal meeting with the employee. Generally, the Department Director or designee will serve as the Skelly officer. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Skelly officer will consider the employee's response or presentation, if any, before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the Skelly notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the Skelly letter. The Skelly officer and the employee may audio-record the Skelly conference.

Notice of Discipline:

After the Skelly conference and/or timely receipt of the employee's written response, the Skelly officer will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the Skelly officer will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

Delivery of the Notice of Discipline: The notice of discipline will be sent by U.S. mail or other method that verifies delivery to the last known address of the employee or will be delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

## **XI. DISCIPLINARY APPEAL PROCEDURES**

The following appeal procedures only apply to the City's regular employees. The following appeal procedures apply only to suspensions without pay, demotions, reductions in pay or dismissals. In addition, where applicable, the provisions of this section shall be administered in compliance with

the requirements of California state law governing peace officer rights as set forth under Public Safety Officers Procedural Bill of Rights Act (Government Code § 3300, et seq.).

- Request for Appeal Hearing: An employee may submit a written request for appeal to the Personnel Officer within 10 working days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- Said appeal shall be to the City Manager. The City Manager shall render a decision on the merits of the appeal and comment within ten (10) calendar days after receiving the grievance. If the City Manager resolves the appeal, it shall be final and binding.
- In the event the employee or group of employees is not satisfied with the decision of the City Manager, they may request in writing that the matter be submitted to arbitration.
- Appeal Hearing Officer: The appeal hearing officer shall be an individual selected through the State Mediation and Conciliation Service (SMCS). The parties shall request that the SMCS supply a list of seven (7) names of persons experienced in hearing public employment discipline matters. If the City and the employee and/or his or her employee organization are unable to mutually agree on a hearing officer, each party shall alternately strike a name from the list until only one remains. The order of strike shall be determined by lot.
- Date and Time of the Appeal Hearing: Once the appeal hearing officer has been designated, the Personnel Officer or designee will schedule a mutually agreeable hearing date based on the arbitrator's availability. The employee shall be notified in writing at least 21 calendar days prior to the hearing of the scheduled date.
- Prehearing Notice of Witnesses and Evidence: No later than 10 calendar days before the hearing date or as directed by the arbitrator, the City and the employee (or his or her representative) will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed as part of its/his/her case-in-chief, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit
- Subpoenas: Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying
- Continuances: The appeal hearing officer may continue a scheduled hearing only upon good cause shown



- **Record of the Appeal Hearing:** The hearing shall be recorded, either electronically or by a court reporter, at the option of the either party. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three days of ordering or making the transcript and will provide a copy of the transcript upon receipt of the costs of duplication
- **Employee Appearance:** The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select

A. CONDUCT OF THE HEARING

10. Sworn Testimony:

All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”

11. Evidence:

Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.

**Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.

**Burden of Proof:** The City has the burden of proof by the preponderance of the evidence.

B. AUTHORITY OF HEARING OFFICER

The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.

12. Presentation of the Case:

The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:

- The City is permitted to make an opening statement;

- The employee is permitted to make an opening statement;
- The City will produce its evidence;
- The employee will produce its evidence;
- The City may present rebuttal evidence;
- Oral closing arguments of no more than 30 minutes may be permitted at the discretion of the appeal hearing officer. The City argues first, the employee argues second, and if the City reserved a portion of its time for rebuttal, the City may present a rebuttal.

13. Written Briefs:

In lieu of, or in addition to, oral closing arguments, either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

14. Appeal Hearing Officer's Advisory Decision:

Within 60 calendar days of the conclusion of the hearing, or submission of the written closing briefs, whichever is later, the appeal hearing officer shall make proposed written findings and an advisory decision as to the discipline.

- If the City Manager was not the Skelly officer, he or she shall review the findings and advisory decision of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Manager is final. There is no process for reconsideration.
- If the City Manager was the Skelly officer, the City Council shall review the findings and advisory decision of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Council is final. There is no process for reconsideration.
- Proof of Service of the Written Findings and Decision: The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that the City and its representatives and the employee and his/her representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of his/her current address. A copy of the decision shall also be provided to the Personnel Officer.

**XII. SEPARATION FROM SERVICE**

A. RESIGNATION

The date of a resignation becomes effective upon the City's receipt of an oral, written, or e-mailed notice of resignation from an employee. Employees wishing to leave the competitive service in good standing are required to give at least 2 weeks written notice when resigning when practicable. Once a resignation becomes effective, it is irrevocable except that the City

Manager may, at his/her discretion of what is in the best interests of the City, permit a resignation to be rescinded.

1. Automatic Resignation:

Employees are deemed to have resigned when failing to return to duty within three working days of the end of an authorized leave of absence, or when otherwise absent from work without authorization for at least three workdays. The City shall give written notice of such automatic resignation. The employee shall have no right to appeal the automatic resignation in such circumstances.

B. LAYOFF

Unless otherwise specified in applicable MOU's, compensation resolutions, or individual employment agreements, the City Manager may lay off any regular employee because of lack of funds, curtailment of work, organizational changes, or for other business reasons. The employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal. Layoffs will be by made in accordance with serving the best needs of the City. Such layoff takes effect no sooner than thirty (30) calendar days after the receipt by the employee of a notice in writing of the proposed layoff action. Prior to separating regular employees, the City Manager will consider reasonable and feasible alternatives to layoffs.

1. 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 status or on a protected unpaid leave as a probationary or regular employee, and time served on military leave of absence.

2. 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.

3. Re-employment Rights:

Employees who are laid off pursuant to this Section are eligible for re-employment for a period of twelve (12) months from the date of termination and will be offered re-employment in preference to new applicants. The right of re-employment is limited to the filling of vacancies (created either by termination or new approval) in the same job classification from which the employee was laid off.

Re-employment 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 notification pursuant to this Section.

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

Re-employment of a regular employee within the re-employment 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.

### C. EMPLOYEE GRIEVANCES

A grievance shall be defined as a timely complaint by an employee or group of employees concerning the interpretation or application of the rules and regulations as established by the Personnel Resolution or the City of Sebastopol or any Memorandum of Understanding approved by the City.

The employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in all grievance meetings.

Any level of review or any time limits established in this procedure may be waived or extended by mutual agreement, if confirmed in writing. Grievances of an unusual or unique nature that are or appear outside the scope of authority of an immediate supervisor, may be submitted to the City Manager. The City Manager will determine the appropriate level for filing such grievance. The determination of the City Manager in this regard will be final.

#### 4. Processing and Filing of a Grievance

All grievances will be processed in the following manner:

- The grieving employee will initiate an informal discussion regarding the grievance with the immediate supervisor within ten working days from the occurrence of the matter on which the grievance is based, or within ten working days from the time the employee would reasonably be expected to know of the occurrence. The supervisor will give an immediate decision, if possible, or within ten working days.
- If the employee is dissatisfied with the response from Step (A), the employee may discuss the grievance with their union representative. The Union may represent or assist the employee.
- The employee, with or without the representative has fifteen working days from the response of the supervisor to document the grievance in writing and submit the grievance to the Department Head.
- The Department Head will submit to the employee a written response within fifteen working days after receipt of the written grievance.
- If the employee or their representative are still dissatisfied, they may request a hearing with the City Manager. The request must be made within fifteen working days after receiving the supervisor's written response in Step (D).
- Within fifteen working days after that hearing, the City Manager will respond with a

written decision.

- In the event the employee or group of employees is not satisfied with the decision of the City Manager, they may request in writing that the matter be submitted to arbitration.
- Grievance Hearing Officer: The grievance hearing officer shall be an individual selected through the State Mediation and Conciliation Service (SMCS). The parties shall request that the SMCS supply a list of seven (7) names of persons experienced in hearing public employment discipline matters. If the City and the employee and/or his or her employee organization are unable to mutually agree on a hearing officer, each party shall alternately strike a name from the list until only one remains. The order of strike shall be determined by lot.
- Date and Time of the Grievance Hearing: Once the grievance hearing officer has been designated, the Personnel Officer or designee will set a date for a grievance hearing. The employee shall be notified in writing at least 21 calendar days prior to the hearing of the scheduled date.
- Prehearing Notice of Witnesses and Evidence: No later than 10 calendar days before the hearing date, the City and the employee (or his or her representative) will provide the other and the grievance hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed as part of its/his/her case-in-chief, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit
- Subpoenas: Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the grievance hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying
- Continuances: The grievance hearing officer may continue a scheduled hearing only upon good cause shown
- Record of the Grievance Hearing: The hearing shall be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three days of ordering or making the transcript and will provide a copy of the transcript upon receipt of the costs of duplication
- Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select

Judicial review of any decision under this section shall be governed by Section 1094.6 of the Civil Code of Procedure.

An employee or group of employees shall have the right to be represented in all stages of the proceedings by representatives of their recognized employee organization and/or an attorney of their own choosing.

All expenses of any hearing process must be borne equally by each party provided, however, that each party shall bear any expenses of their own representative or attorney.

No time limits described in this grievance procedure may be extended without the mutual agreement of both parties.

BE IT FURTHER RESOLVED that preceding or existing ordinances, resolutions, or city or department policies, in conflict with provisions of this personnel rules resolution are hereby declared repealed; providing, however, that all provisions of such ordinances, sections, words, or phrases not in conflict herewith shall remain in full force and effect. City Administrative Policy numbers 4, 25, and 23, and Resolution numbers 6087 were rescinded on September 3, 2019 by the initial approval of these Rules.

IN COUNCIL DULY PASSED this 3rd day of September 2019.

VOTE:

Ayes:

Noes:

Absent:

Abstain

APPROVED: \_\_\_\_\_  
Mayor Patrick Slayter

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

**CITY OF SEBASTOPOL - PAY RATES AND RANGES**

<b>Job Classification</b>	<b>Group</b>	<b>Step</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annually</b>
City Council	N/A			N/A	\$ 300	\$ 3,600
<b>MANAGEMENT</b>						
City Manager   City Attorney	Appointed	A	\$ 73.99	\$ 5,919	\$ 12,825	\$ 153,902
		B	\$ 77.68	\$ 6,215	\$ 13,465	\$ 161,581
		C	\$ 81.57	\$ 6,525	\$ 14,138	\$ 169,658
		D	\$ 85.65	\$ 6,852	\$ 14,845	\$ 178,145
		E	\$ 89.92	\$ 7,194	\$ 15,587	\$ 187,042
Assistant City Manager   City Clerk	Appointed	A	\$ 68.83	\$ 5,506	\$ 11,930	\$ 143,164
		B	\$ 72.27	\$ 5,782	\$ 12,527	\$ 150,327
		C	\$ 75.88	\$ 6,071	\$ 13,153	\$ 157,834
		D	\$ 79.68	\$ 6,374	\$ 13,810	\$ 165,725
		E	\$ 83.66	\$ 6,693	\$ 14,501	\$ 174,014
Administrative Services Director	Unrepresented	A	\$ 66.93	\$ 5,354	\$ 11,600	\$ 139,206
		B	\$ 70.27	\$ 5,622	\$ 12,181	\$ 146,170
		C	\$ 73.79	\$ 5,903	\$ 12,790	\$ 153,478
		D	\$ 77.47	\$ 6,198	\$ 13,429	\$ 161,144
		E	\$ 81.35	\$ 6,508	\$ 14,101	\$ 169,208
City Clerk Finance Director	Appointed	A	\$ 62.55	\$ 5,004	\$ 10,841	\$ 130,097
		B	\$ 65.67	\$ 5,253	\$ 11,382	\$ 136,584
	Unrepresented	C	\$ 68.96	\$ 5,517	\$ 11,954	\$ 143,443
		D	\$ 72.41	\$ 5,793	\$ 12,552	\$ 150,619
		E	\$ 76.03	\$ 6,082	\$ 13,178	\$ 158,139
Building Official	Unrepresented	A	\$ 56.01	\$ 4,481	\$ 9,708	\$ 116,499
		B	\$ 58.80	\$ 4,704	\$ 10,193	\$ 122,311
		C	\$ 61.75	\$ 4,940	\$ 10,703	\$ 128,442
		D	\$ 64.84	\$ 5,187	\$ 11,239	\$ 134,863
		E	\$ 68.07	\$ 5,446	\$ 11,799	\$ 141,589
Engineering Director Planning Director	Unrepresented	A	\$ 62.88	\$ 5,030	\$ 10,899	\$ 130,785
		B	\$ 66.02	\$ 5,281	\$ 11,443	\$ 137,312
		C	\$ 69.32	\$ 5,546	\$ 12,015	\$ 144,184
		D	\$ 72.79	\$ 5,823	\$ 12,617	\$ 151,400
		E	\$ 76.42	\$ 6,114	\$ 13,247	\$ 158,960
Fire Chief	Unrepresented	A	\$ 63.51	\$ 5,081	\$ 11,009	\$ 132,109
		B	\$ 66.68	\$ 5,334	\$ 11,557	\$ 138,689
		C	\$ 70.02	\$ 5,602	\$ 12,137	\$ 145,640
		D	\$ 73.51	\$ 5,881	\$ 12,742	\$ 152,909
		E	\$ 77.19	\$ 6,175	\$ 13,380	\$ 160,562

## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Group	Step	Hourly	Bi- Weekly	Monthly	Annually
<b>MANAGEMENT</b>						
Police Chief	Unrepresented	A	\$ 64.62	\$ 5,169	\$ 11,200	\$ 134,400
		B	\$ 67.84	\$ 5,427	\$ 11,759	\$ 141,112
		C	\$ 71.24	\$ 5,699	\$ 12,347	\$ 148,169
		D	\$ 74.80	\$ 5,984	\$ 12,965	\$ 155,584
		E	\$ 78.54	\$ 6,283	\$ 13,614	\$ 163,369
Public Works Superintendent	Unrepresented	A	\$ 61.29	\$ 4,903	\$ 10,623	\$ 127,475
		B	\$ 64.34	\$ 5,147	\$ 11,153	\$ 133,830
		C	\$ 67.56	\$ 5,405	\$ 11,711	\$ 140,530
		D	\$ 70.94	\$ 5,675	\$ 12,297	\$ 147,560
		E	\$ 74.49	\$ 5,959	\$ 12,911	\$ 154,935



## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
<b>MID-MANAGEMENT</b>						
Assistant Public Works Superintendent Engineering Manager	Unrepresented	A	\$ 48.73	\$ 3,898	\$ 8,446	\$ 101,352
		B	\$ 51.16	\$ 4,093	\$ 8,868	\$ 106,410
		C	\$ 53.72	\$ 4,297	\$ 9,311	\$ 111,733
		D	\$ 56.40	\$ 4,512	\$ 9,776	\$ 117,307
		E	\$ 59.22	\$ 4,738	\$ 10,265	\$ 123,185
Fire Engineer	Unrepresented	A	\$ 34.40	\$ 2,752	\$ 5,962	\$ 71,549
		B	\$ 36.12	\$ 2,889	\$ 6,260	\$ 75,124
		C	\$ 37.92	\$ 3,033	\$ 6,573	\$ 78,871
		D	\$ 39.82	\$ 3,185	\$ 6,901	\$ 82,816
		E	\$ 41.81	\$ 3,345	\$ 7,247	\$ 86,961
Principal Civil Engineer	Unrepresented	A	\$ 59.12	\$ 4,730	\$ 10,248	\$ 122,976
		B	\$ 66.50	\$ 5,320	\$ 11,527	\$ 138,319
		C	\$ 69.82	\$ 5,586	\$ 12,102	\$ 145,230
		D	\$ 73.32	\$ 5,865	\$ 12,708	\$ 152,499
		E	\$ 76.98	\$ 6,159	\$ 13,344	\$ 160,125
Senior Civil Engineer	Unrepresented	A	\$ 52.44	\$ 4,195	\$ 9,089	\$ 109,068
		B	\$ 58.98	\$ 4,719	\$ 10,224	\$ 122,682
		C	\$ 61.93	\$ 4,954	\$ 10,734	\$ 128,812
		D	\$ 65.02	\$ 5,202	\$ 11,271	\$ 135,247
		E	\$ 68.28	\$ 5,462	\$ 11,834	\$ 142,013
Police Captain	Unrepresented	A	\$ 58.87	\$ 4,709	\$ 10,204	\$ 122,444
		B	\$ 61.81	\$ 4,945	\$ 10,714	\$ 128,566
		C	\$ 64.90	\$ 5,192	\$ 11,250	\$ 134,994
		D	\$ 68.15	\$ 5,452	\$ 11,812	\$ 141,744
		E	\$ 71.55	\$ 5,724	\$ 12,403	\$ 148,831
Police Lieutenant	Unrepresented	A	\$ 54.07	\$ 4,326	\$ 9,373	\$ 112,474
		B	\$ 56.79	\$ 4,543	\$ 9,843	\$ 118,114
		C	\$ 59.62	\$ 4,770	\$ 10,335	\$ 124,019
		D	\$ 62.60	\$ 5,008	\$ 10,850	\$ 130,202
		E	\$ 65.74	\$ 5,259	\$ 11,394	\$ 136,730

## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
<b>MISCELLANEOUS</b>						
Accountant   Analyst (Confidential)	Unrepresented	A	\$ 41.81	\$ 3,345	\$ 7,247	\$ 86,961
		B	\$ 43.90	\$ 3,512	\$ 7,610	\$ 91,317
		C	\$ 46.10	\$ 3,688	\$ 7,990	\$ 95,884
		D	\$ 48.40	\$ 3,872	\$ 8,390	\$ 100,677
		E	\$ 50.82	\$ 4,066	\$ 8,809	\$ 105,708
Associate Planner	SEIU	A	\$ 40.99	\$ 3,279	\$ 7,104	\$ 85,253
		B	\$ 43.14	\$ 3,452	\$ 7,478	\$ 89,741
		C	\$ 45.42	\$ 3,633	\$ 7,872	\$ 94,468
		D	\$ 47.81	\$ 3,825	\$ 8,287	\$ 99,446
		E	\$ 50.32	\$ 4,026	\$ 8,723	\$ 104,676
Assistant Planner	SEIU	A	\$ 37.45	\$ 2,996	\$ 6,491	\$ 77,891
Junior Accountant		B	\$ 39.33	\$ 3,146	\$ 6,816	\$ 81,797
Management Analyst		C	\$ 41.29	\$ 3,303	\$ 7,156	\$ 85,875
Administrative Technician		D	\$ 43.35	\$ 3,468	\$ 7,514	\$ 90,165
		E	\$ 45.52	\$ 3,642	\$ 7,890	\$ 94,679
Administrative Assistant	SEIU	A	\$ 28.33	\$ 2,266	\$ 4,910	\$ 58,918
		B	\$ 29.74	\$ 2,379	\$ 5,155	\$ 61,857
		C	\$ 31.23	\$ 2,498	\$ 5,413	\$ 64,956
		D	\$ 32.79	\$ 2,623	\$ 5,683	\$ 68,199
		E	\$ 34.44	\$ 2,755	\$ 5,969	\$ 71,629
Account Clerk I	SEIU	A	\$ 24.25	\$ 1,940	\$ 4,203	\$ 50,431
		B	\$ 25.46	\$ 2,036	\$ 4,412	\$ 52,947
		C	\$ 26.73	\$ 2,139	\$ 4,634	\$ 55,608
		D	\$ 28.07	\$ 2,245	\$ 4,865	\$ 58,375
		E	\$ 29.47	\$ 2,358	\$ 5,108	\$ 61,301
Account Clerk II	SEIU	A	\$ 30.22	\$ 2,418	\$ 5,239	\$ 62,864
		B	\$ 31.74	\$ 2,540	\$ 5,502	\$ 66,028
		C	\$ 33.34	\$ 2,667	\$ 5,778	\$ 69,338
		D	\$ 34.99	\$ 2,799	\$ 6,065	\$ 72,780
		E	\$ 36.75	\$ 2,940	\$ 6,371	\$ 76,448
Office Assistant	SEIU	A	\$ 21.67	\$ 1,733	\$ 3,756	\$ 45,069
		B	\$ 22.74	\$ 1,819	\$ 3,942	\$ 47,307
		C	\$ 23.88	\$ 1,911	\$ 4,140	\$ 49,677
		D	\$ 25.09	\$ 2,007	\$ 4,348	\$ 52,179
		E	\$ 26.35	\$ 2,108	\$ 4,567	\$ 54,800
Senior Administrative Assistant	SEIU	A	\$ 32.95	\$ 2,636	\$ 5,711	\$ 68,530
		B	\$ 34.59	\$ 2,767	\$ 5,996	\$ 71,946
		C	\$ 36.31	\$ 2,905	\$ 6,295	\$ 75,534
		D	\$ 38.13	\$ 3,050	\$ 6,609	\$ 79,308
		E	\$ 40.04	\$ 3,204	\$ 6,941	\$ 83,293

## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
<b>POLICE PERSONNEL</b>						
Police Technician	SPOA	A	\$ 24.86	\$ 1,989	\$ 4,309	\$ 51,702
		B	\$ 26.09	\$ 2,087	\$ 4,523	\$ 54,271
		C	\$ 27.40	\$ 2,192	\$ 4,749	\$ 56,985
		D	\$ 28.78	\$ 2,302	\$ 4,988	\$ 59,858
		E	\$ 30.21	\$ 2,417	\$ 5,236	\$ 62,837
Police Dispatcher	SPOA	A	\$ 29.85	\$ 2,388	\$ 5,174	\$ 62,083
		B	\$ 31.35	\$ 2,508	\$ 5,434	\$ 65,207
		C	\$ 32.92	\$ 2,633	\$ 5,705	\$ 68,464
		D	\$ 34.56	\$ 2,765	\$ 5,990	\$ 71,880
		E	\$ 36.29	\$ 2,903	\$ 6,290	\$ 75,481
Police Records & Support Services Manager	SPOA	A	\$ 35.68	\$ 2,854	\$ 6,184	\$ 74,210
		B	\$ 37.46	\$ 2,997	\$ 6,493	\$ 77,918
		C	\$ 39.33	\$ 3,147	\$ 6,818	\$ 81,810
		D	\$ 41.30	\$ 3,304	\$ 7,158	\$ 85,901
		E	\$ 43.36	\$ 3,469	\$ 7,516	\$ 90,191
Police Officer	SPOA	A	\$ 39.07	\$ 3,126	\$ 6,772	\$ 81,267
		B	\$ 41.03	\$ 3,282	\$ 7,111	\$ 85,332
		C	\$ 43.07	\$ 3,445	\$ 7,465	\$ 89,582
		D	\$ 45.23	\$ 3,619	\$ 7,840	\$ 94,084
		E	\$ 47.49	\$ 3,799	\$ 8,232	\$ 98,784
Police Sergeant	SPOA	A	\$ 45.65	\$ 3,652	\$ 7,913	\$ 94,958
		B	\$ 47.93	\$ 3,835	\$ 8,308	\$ 99,697
		C	\$ 50.32	\$ 4,026	\$ 8,723	\$ 104,676
		D	\$ 52.85	\$ 4,228	\$ 9,160	\$ 109,919
		E	\$ 55.49	\$ 4,439	\$ 9,618	\$ 115,413

## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Group	Step	Hourly	Bi- Weekly	Monthly	Annually
<b>SEIU PHYSICAL   FIELD PERSONNEL</b>						
Laborer	SEIU	A	\$ 20.51	\$ 1,641	\$ 3,555	\$ 42,659
		B	\$ 21.53	\$ 1,723	\$ 3,733	\$ 44,791
		C	\$ 22.61	\$ 1,809	\$ 3,919	\$ 47,029
		D	\$ 23.74	\$ 1,899	\$ 4,115	\$ 49,385
		E	\$ 24.93	\$ 1,994	\$ 4,321	\$ 51,848
Maintenance Worker I	SEIU	A	\$ 25.07	\$ 2,006	\$ 4,346	\$ 52,152
		B	\$ 26.32	\$ 2,106	\$ 4,562	\$ 54,748
		C	\$ 27.64	\$ 2,211	\$ 4,791	\$ 57,488
		D	\$ 29.02	\$ 2,322	\$ 5,030	\$ 60,361
		E	\$ 30.47	\$ 2,438	\$ 5,282	\$ 63,380
Maintenance Worker II	SEIU	A	\$ 31.99	\$ 2,559	\$ 5,544	\$ 66,531
		B	\$ 33.59	\$ 2,687	\$ 5,822	\$ 69,868
		C	\$ 35.26	\$ 2,821	\$ 6,112	\$ 73,350
		D	\$ 37.03	\$ 2,962	\$ 6,418	\$ 77,017
		E	\$ 38.88	\$ 3,110	\$ 6,739	\$ 80,870
Maintenance Worker III Senior Parks & Facilities Maintenance Worker III	SEIU	A	\$ 37.38	\$ 2,990	\$ 6,479	\$ 77,745
		B	\$ 39.24	\$ 3,139	\$ 6,802	\$ 81,625
		C	\$ 41.21	\$ 3,297	\$ 7,143	\$ 85,716
		D	\$ 43.27	\$ 3,461	\$ 7,499	\$ 89,992
		E	\$ 45.42	\$ 3,634	\$ 7,873	\$ 94,481
Senior Maintenance Worker	SEIU	A	\$ 38.32	\$ 3,066	\$ 6,642	\$ 79,705
		B	\$ 40.24	\$ 3,219	\$ 6,974	\$ 83,690
		C	\$ 42.25	\$ 3,380	\$ 7,323	\$ 87,874
		D	\$ 44.35	\$ 3,548	\$ 7,688	\$ 92,257
		E	\$ 46.58	\$ 3,726	\$ 8,073	\$ 96,877
Senior Maintenance Worker-Water System Treatment Operator Senior Maintenance Worker-Sanitary Sewer System Operator	SEIU	A	\$ 39.08	\$ 3,127	\$ 6,774	\$ 81,294
		B	\$ 41.04	\$ 3,283	\$ 7,113	\$ 85,358
		C	\$ 43.09	\$ 3,448	\$ 7,470	\$ 89,635
		D	\$ 45.24	\$ 3,619	\$ 7,841	\$ 94,097
		E	\$ 47.50	\$ 3,800	\$ 8,234	\$ 98,810

## CITY OF SEBASTOPOL - PAY RATES AND RANGES

Job Classification	Amount	Hourly	Monthly
<b>VOLUNTEER FIREFIGHTER STIPEND</b>			
Emergency Call-Out	\$ 15.00		
Extended On Scene (Overtime)	\$ 20.00		
Firefighter Drill	\$ 15.00		
Captain Drill	\$ 18.00		
Volunteer Assistant Chief Drill	\$ 20.00		
Captain Weekend Standby	\$ 500.00		
Shift Pay	\$ 200.00		
<b>TEMPORARY/SEASONAL UNCLASSIFIED POSITIONS</b>			
Living Wage - Per Ordinance		\$ 20.43	
Laborer		\$ 20.43	
Maintenance Assistant		\$ 20.43	
Office Assistant		\$ 20.43	
Per Diem Police Dispatcher Trainee		\$ 20.43	
Police Aide Trainee		\$ 20.43	
Video Recording Operator		\$ 20.43	
City Attorney			\$ 7,790
Part-time City Engineer		\$ 50.00	
Account Clerk (Temporary)		\$ 29.47	
Per Diem Police Dispatcher <sup>1</sup>		\$ 34.56	
Police Reserve Officer <sup>2</sup>		\$ 39.07	
Police Officer Trainee <sup>3</sup>		\$ 31.26	

<sup>1</sup> Based on Dispatcher Step D hourly rate without benefits or pay incentives

<sup>2</sup> Based on Police Officer Step A hourly rate without benefits or pay incentives

<sup>3</sup> Based on Police Officer Step A hourly rate less 20% with benefits

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

A RESOLUTION OF THE CITY COUNCIL AMENDING THE SALARY PLAN IN  
ACCORDANCE WITH ORDINANCE NO. 563

WHEREAS, Ordinance No. 563 and amendments thereto provide, among other things, that the City Council shall fix and determine the salary pay rates and ranges for each classified position and shall by resolution set salary ranges as said Council may from time to time determine; and

WHEREAS, on June 30, 2022, the current Memorandums of Understanding (MOU's) with all three City bargaining units expired; and

WHEREAS, the City negotiating team and bargaining units have engaged in extensive labor negotiations through meet and confer process; and

WHEREAS, the City and bargaining units all met in good faith and were able to finalize agreements for three units; and

WHEREAS, based upon the final language, successor MOUs were prepared with various provisions for the cost of living adjustment for all bargaining groups; and

WHEREAS, compensation for employees who work directly for the City Council, such as City Manager and City Clerk negotiated separately by the City Council and employee; and

WHEREAS, the salary compensation adjustments for those positions are also included in the Pay Rates and Ranges salary schedule; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish Pay Rates and Ranges on the City's internet site and the City Council to approve the Pay Rates and Range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the updated City Pay Rates and Ranges.

NOW, THEREFORE, BE IT RESOLVED that the salary range and steps contained in this resolution be amended and/or established and shall become effective on July 1, 2022;

IN COUNCIL DULY PASSED this 5<sup>th</sup> day of July, 2022.

VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_

Mayor Patrick Slayter

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

Approved as to Form:

\_\_\_\_\_  
Larry McLaughlin, City Attorney