

Agreement Between

**LOCAL 1021**

**CITY OF SEBASTOPOL**

And

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW**

July 1, 2022 through June 30, 2024

RESOLUTION NO. 6458-2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) FOR JULY 1, 2022 THROUGH JUNE 30, 2024

WHEREAS, the City of Sebastopol maintains Memorandums of Understanding (MOU's) with its various employee groups; and

WHEREAS, any changes to a Memorandum of Understanding need to be approved by the City and the respective employee group; and

WHEREAS, the City of Sebastopol and the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Employees have met and conferred in good faith and have agreed to the attached 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 SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

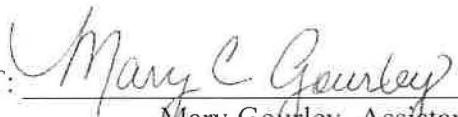
PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 5<sup>th</sup> day of July, 2022.

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: Councilmembers Glass, Gurney, Rich, Vice Mayor Hinton and Mayor Slayter  
Noes: None  
Absent: None  
Abstain: None

APPROVED:   
Mayor Patrick Slayter

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


APPROVED AS TO FORM:   
Larry McLaughlin, City Attorney

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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 two-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:

<b>Coverage</b>	<b>In-Lieu &amp; Salary Benefit *</b>
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., California State Water Resources Control Board Water Treatment Certifications)  
 Water distribution operator (e.g., California State Water Resources Control Board 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. Account Clerk I
2. Account Clerk II
3. Administrative Assistant
4. Administrative Technician
5. Assistant Planner
6. Associate Planner
7. Junior Accountant
8. Office Assistant
9. Management Analyst
10. Senior Administrative Assistant

#### 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 July 5, 2022.

CITY OF SEBASTOPOL

SERVICE-EMPLOYEES' INTERNATIONAL UNION – LOCAL 1021

*PSL SLE*

Patrick Slayter, Mayor

DocuSigned by:  
*Patrick Clark* 8/23/2022  
527AB111D86B440  
Patrick Clark, Labor Negotiator Date

*[Signature]* Aug 22, 2022  
Larry McLaughlin, City Manager Date

*Mary C Gourley* Aug 22, 2022  
Attest: Mary Gourley, MMC, Date  
Assistant City Manager/City Clerk

*Ana Kwong* 8/22/2022  
Ana Kwong, Date  
Administrative Services Director

*[Signature]* 7-11-22  
Aaron Burton, SEIU Field Repres. Date

*[Signature]* 7-11-22  
Victor Hernandez, SEIU Steward Date

*[Signature]* 7-11-22  
Anthony Drolet, SEIU Steward Date

*[Signature]* 7/12/22  
Andrea Zanetti Date  
Director of the North Coast Region

*[Signature]* 7-14-22  
David Canham Date  
Executive Director of Field and Programs

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 COVERAGES

A. Health Insurance for Active Employees

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

B. Health Insurance for Retired Employees

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

1. Employees With Less Than 10 Years of Service

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

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

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

City will pay the following amount for retirees:

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

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

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

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

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

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

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

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

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

All other provisions mentioned in Section 2 above will apply.

C. Health Insurance Plan Requirements for Retirees

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

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

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

For Spouse or Dependents:

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

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

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

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

2. Notification of Dependent Changes or a Qualifying Event

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

3. Insurance Coverage for Surviving Family Members

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

4. COBRA Continuation

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

5. Re-Enrollment

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

6. Private Plan Reimbursement

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

7. Positions Ineligible for Coverage

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

8. Insurance Plan Limitations

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

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

ADOPTED BY CITY COUNCIL ON the 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.

**SEIU MOU**

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**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.**

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)

# Weingarten Rights

## Know Your Rights: The Right to Representation Weingarten Rights

If you are ever called into an interview meeting with your supervisor or manager so they can investigate a situation which might result in discipline, you have specific representational rights. These rights are summarized below:

1. You have the right to have a Union Steward present.
2. If you want a steward there, you must ask for him or her.
3. If you do not know why your manager wants to meet with you, ask him/her if it is a meeting that could result in a discipline.
4. If your manager refuses to allow you to bring a steward, repeat your request in front of a witness. Do not refuse to attend the meeting, but do not answer any questions either. Take notes. Once the meeting is over call your steward at once.
5. You have the right to speak privately with your steward before the meeting and during the meeting.
6. Your steward has the right to play an active role in the meeting. She or he is not just witness.

### **THIS STATEMENT COULD SAVE YOUR JOB:**

"If this discussion could in any way lead to my being disciplined or terminated I respectfully request that my steward be present at the meeting. Without representation present, I choose not to respond to any questions or statements."

*These rights are called "Weingarten Rights" based on a 1975 Supreme Court decision (NLRB vs. J. Weingarten). As with all rights, if we do not use them we lose them.*



Service Employees International Union, Local 1021

600 B Street  
Santa Rosa, CA 95403  
707-293-2858

Worksite Organizer \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_