

RESOLUTION NO 6087

RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL  
ESTABLISHING THE MASTER COMPREHENSIVE PERSONNEL RESOLUTION

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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, vacations, sick leave and other benefits; and uniform rules and regulations for the appointment and discharge of City employees.

NOW, THEREFORE, BE IT RESOLVED that this resolution shall be known as the "Personnel Resolution of the City of Sebastopol" and that the following shall be the rules governing City employees.

**I - APPOINTMENT OF EMPLOYEES**

- A. Subject to the provisions of Ordinance No. 379, Section 10, it shall be the duty of the City Manager to, and he shall appoint, discharge, promote, demote, and transfer all officers and employees of the City of Sebastopol and shall make such findings regarding disability as are required by the applicable sections of the Government Code for all officers and employees of the City of Sebastopol.
- B. All appointments, discharges, promotions, demotions or any leave or vacation provided by this Resolution shall be recorded on personnel transaction forms of the City and shall not be valid until signed and authorized by the City Manager.
- C. A new employee other than an employee within the Police Department shall be considered a "probationary employee" for the first 6 months of employment and during such period, said employee shall not be entitled to the rights and benefits of a permanent City employee, and may be dismissed at any time during the probationary period.
- D. A new employee within the Police Department shall be considered a "probationary employee" for the first 18 months of employment within the Police Department and during such period, shall not be entitled to the rights and benefits of a permanent City employee and may be dismissed at any time during the probationary period. An employee promoted from within the Police Department to another position within the department shall be on probation for at least 12 months after receiving the promotion. He may be reinstated at any time during the probationary period to the position from which he was promoted or to a comparable position.
- E. The City Manager may disqualify an applicant from being hired if the applicant will directly or indirectly supervise or be directly or indirectly supervised by applicant's husband, wife, parent, step-parent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or any person with whom applicant has a relationship in loco parentis.

## II - DISCIPLINARY ACTION

- A. An employee shall not be discharged, nor discipline imposed, without just cause.
- B. The City Manager, or his designee, with just cause, may suspend an employee from his position, with or without pay, for disciplinary purposes. Suspension without pay shall not exceed thirty (30) calendar days. Written notice of a suspension, giving the cause, shall be given the employee at the time of suspension. Regular employees may appeal disciplinary actions to an administrative hearing by filing a written request with the City Manager within five (5) days of the imposition of the action.
- C. The City Manager, with just cause, may discharge an employee. Any permanent classified employee who has been discharged shall be entitled to receive a written notice of the reasons for such action and will be entitled to a hearing before the City Council if he so requests. In case the discharge of an employee is set aside, the unpaid salary may, or may not, be granted as part of the decision.
- D. Prior to suspension, demotion, reduction in pay, or discharge of a regular employee for disciplinary purposes, the procedure set forth in these rules shall be complied with.
  - 1. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.
  - 2. The employee shall be supplied with a copy of the documents utilized in imposition of the disciplinary action.
  - 3. Within five (5) working days after the employee has had the review opportunity provided above, the employee shall have the right to respond to the appointing authority concerning the proposed action.
  - 4. Notwithstanding the provisions of these Rules, upon recommendation of the Department Head, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or opportunity to respond as may be required to determine if disciplinary action is to be taken.
  - 5. Regular employees may appeal disciplinary actions to an administrative hearing by filing a written request with the City Manager within five (5) calendar days of the imposition of the action.
  - 6. Appeal beyond the administrative hearing would be pursuant to subsection E below (Employee Grievances), starting with subsection 4.
- E. Employee Grievances
  - 1. 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.

2. An employee must first attempt to resolve a grievance on an informal basis by discussion with his/her immediate supervisor without undue delay.
3. If the grievance is not resolved through the informal process, the employee or group of employees may appeal in writing as soon as possible, but no more than fifteen (15) calendar days after the discovery of the event giving rise to a grievance. Said appeal shall be to the City Manager. The City Manager shall render a decision on the merits of the grievance and comment within 10 business days after receiving the grievance. If the City Manager resolved the grievance to the satisfaction of the grievant, it shall be final and binding.
4. 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.
5. Upon notification of a request for arbitration, the City Manager and the employee or employee group shall attempt to agree upon a single arbitrator within 15 calendar days of the written request for arbitration.
6. In the event there is not a mutually agreeable single arbitrator, then the parties shall request a list of 5 qualified arbitrators from the State Conciliation Service. The arbitrator shall be selected from the list by each party alternately, excluding a name from the list until only one name remains. That person shall be the arbitrator unless disqualified for cause. In that event, an additional list shall be requested and the same process shall be repeated.
7. The hearing shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association.
8. The arbitrator selected shall make findings of fact and his recommendations to the parties within 30 calendar days of his appointment. Time may be extended only upon the consent of the aggrieved party and the City.
9. In the event either party is not satisfied with the determination of the arbitrator, he may appeal to the City Council.
10. Any decision of the City Council shall be final and binding.
11. Judicial review of any decision under this section shall be governed by Section 1094.6 of the Civil Code of Procedure.
12. 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.
13. All expenses of arbitration shall be borne equally by each party provided, however, that each party shall bear any expenses of their own representative or attorney.
14. No time limits described in this grievance procedure may be extended without the mutual agreement of both parties.

### **III – WORKING HOURS, OVERTIME AND METHOD OF PAYMENT**

#### **A. Working Hours**

1. Working hours for Public Works Department personnel shall provide service to the

citizenry Monday through Thursday and closed Fridays. The normal work week for Public Works personnel, excluding the lunch period, shall be forty (40) hours. The Department Head shall encourage a work schedule that complies with the "Trip Reduction Program" of the City of Sebastopol.

2. Except as provided in Section IIIA.1. work shift for Police Department personnel shall be set by the Chief of Police not to exceed forty (40) hours a week.
3. Working hours for City Hall, and Fire Department personnel shall provide service to the citizenry Monday through Thursday and alternate Fridays. The normal work week for such personnel shall be forty (40) hours. The Departments shall encourage a work schedule that complies with the "Trip Reduction Program" of the City of Sebastopol.

#### B. Overtime

1. Except as provided in the following subparagraph (d)(1), overtime shall be considered work performed in excess of normally scheduled work days or forty (40) hours in a calendar week beginning at the start of each department's normally scheduled work week or on any of the holidays authorized in Section 4.
  - a. The Chief of Police may schedule Police Department personnel to work shifts in excess of eight (8) hours per day or 40 hours in a calendar week provided, however, that the total hours so scheduled shall not exceed 240 hours in the 28-day work period established for the department, and providing that the employee voluntarily agrees to the work schedule prior to that employee being assigned to the work schedule. Work in accordance with such work shifts shall not be considered overtime.
2. Overtime shall be paid at the rate of one and one-half times the regular rate of pay. In lieu of payment for overtime, the Department Head may authorized the employee to take compensatory time off at the rate of one and one-half off for each hour of overtime worked.
3. When and employee elects to take time off in lieu of payment for overtime worked, such compensatory time of must be taken within six (6) months.
4. Department Head are not eligible to receive payment for overtime.
5. It shall be the responsibility of the City Manager to determine the necessity of all overtime, and no overtime shall be paid until recommended by the Department Head.

#### C. Standby Duty and Call-Outs

1. An employee in the Public Works Department who is required and expected to be immediately available on weekends and holidays and other non-scheduled work days in event of an emergency and who is assigned the duty of checking all City water wells and sewer lift stations and Ives Pool (checking Stranco, PH and chlorine for correct readings and filling soda ash barrels) and park restrooms and is assigned by the Public Works Superintendent or his/her designee shall be considered to be on Standby Duty.
  - a. Beginning July 1, 1991, an employee on standby duty shall be paid

\$82.00 per calendar day for the duties set forth in the preceding paragraph. Overtime shall be paid for any emergency call outs with a minimum of two hours at the overtime rate for each call out.

2. An employee of the Police Department on off-duty hours who is required to return to work for a court appearance on behalf of the Police Department, shall be paid a minimum of three (3) hours at the overtime rate.

#### D. Methods of Payment

1. The Department Head shall furnish the Finance Director with reports of hours worked, including overtime, at such intervals as may be necessary to compute the payroll. Reports shall also be made on personnel transaction forms for vacation, sick leave, any other leave of absence or any change in salary.
2. Salaries are to be paid in semi-monthly installments with the pay period to be from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) and the sixteenth (16<sup>th</sup>) through the last day of each month. Paychecks shall be issued on the 15<sup>th</sup> and last working day of the month. If the payday falls on a Saturday, Sunday, Holiday or alternate Friday off, the pay checks will be issued on the preceding work day. Overtime pay, standby pay, court time pay, etc. shall be calculated up to 5 days prior to the end of the month.

#### E. Anniversary Date

Anniversary date for purposes of determining step salary increases shall be the first of the month. Any actual anniversary date of employment falling between the 1st and the 15th of the month shall be considered as having occurred on the first of that same month. Any actual anniversary date falling from the 16th to 31st shall be considered as having occurred on the first of the next succeeding month.

#### F. Non-Rotational Night Shift Differential Pay for Police Sergeants

An added 5% salary increase shall be paid to Police Sergeants who are assigned non-rotational shift during night time hours.

#### G. Field Training Officers Incentive Pay

Upon assignment by the Police Chief, an additional 5% of base salary shall be authorized for Field Training Officers (FTO), including Dispatcher FTO's during the hours such FTO is providing field training to other personnel of the Sebastopol Police Department. It shall be the responsibility of the FTO to note the beginning and end of the training periods for which the added pay is authorized and to have such time noted in the FTO's time sheet and personnel form.

#### H. K9 Handler Incentive Pay

Upon assignment by the Chief of Police as the Sebastopol Police Department "K-9 Handler", a salary increase of one half pay range (2.75%) can be earned by personnel assigned to such position. This assignment may require K-9 Handler to attend canine training during both on-duty and off-duty hours. The care and maintenance of the canine can extend beyond a normal 40 hour work week; therefore, the City will pay the K9 Handler 2.75% additional salary which is the equivalent of an extra 4.75 hours of the officer's monthly base pay necessary for the care and maintenance of the canine. Any time in excess of 4.75 hours per month has been determined to not be reasonably necessary and is unauthorized. K-9 handler shall house and care for the department canine at handler's personal residence. City shall reimburse handler for cost of food for canine at a rate to conform to the annual amount budgeted for such care by City Council. Costs for veterinary care and canine equipment shall be approved by the Chief of Police before being paid by City.

#### **IV. HOLIDAYS**

- A. The below listed are holidays:
1. New Year's Day
  2. Martin Luther King's Birthday (3rd Monday in January)
  3. Lincoln's Birthday
  4. Washington's Birthday - 3rd Monday in February
  5. Memorial Day - Last Monday in May
  6. Independence Day
  7. Labor Day - 1st Monday in September
  8. Columbus Day - 2nd Monday in October (Police & Misc. employees only)
  9. Veteran's Day - November 11th
  10. Thanksgiving Day - 4th Thursday in November
  11. Friday after Thanksgiving
  12. Christmas Day
  13. City Holiday as defined in Section D. below.
- B. Holidays will be observed by non-shift employees on the calendar day on which each falls, except that a holiday falling on Saturday will be observed the preceding Friday and a holiday falling on Sunday will be observed on the following Monday.
- C. When a holiday falls on a regular day off for shift personnel, the holiday will be observed on the employee's next regular working day. If the employee is required to work on that day, he shall be eligible for overtime pay in accordance with Section 3.
- D. For the convenience of the City and the conduct of City business, one additional holiday each year maybe established by the City Manager and shall be considered a legal holiday for the City.
- E. Floating Holidays are two days to be selected by the individual employee, at his choice and with the approval of the Department Head, to be taken during the fiscal year and are to be recorded on personnel form. An employee, other than a probationary employee, entitled to

floating holidays and who does not take all of them by the end of the fiscal year, shall be paid for the balance of the time remaining at straight time. One (1) additional floating holiday shall be available to Public Works personnel, under above same rules, in lieu of the second Monday of October.

## V. VACATION, SICK LEAVE & OTHER LEAVES OF ABSENCE

### A. Vacation

1. Full-time City employees shall accrue paid vacation time as follows:

0 through 4 years	96 working hours per year
5 through 10 years	136 working hours per year
11 through 20 years	160 working hours per year
21 years and over	200 working hours per year
2. No employee shall be eligible for paid vacation time before it accrues or before the completion of six months of employment.
3. Two hundred and forty (240) hours shall be the maximum vacation time taken in a calendar year. There shall be no limit on the total amount of vacation time an employee may accumulate.
4. Vacation shall be scheduled in advance to meet the mutual convenience of the employee and the City.
5. If any of the holidays authorized in Section 4 occur while an employee is on vacation, the employee shall, if otherwise eligible for it, not be charged vacation time for such holiday.
6. Any eligible employee may elect to receive straight time pay in lieu of annual vacation in excess of forty (40) hours for vacation time accrued.
7. Upon termination of employment, the employee shall receive a lump sum payment of all accumulated but unused and unpaid vacation time. In case of death of the employee, such payment shall be made to the employee's beneficiary or legal representative.

### B. Sick Leave

1. Full-time City employees shall accrue paid sick time at the rate of 8 hours per calendar month.
2. A signed affirmation by the employee of the need for sick leave shall be required for each use of sick leave. Reasonable medical evidence on incapacity may be required for sick leave use of forty (40) hours or less duration and shall be required for sick leave use of more than forty (40) hours duration. An employee shall be eligible to receive sick leave upon completion of six months of employment for the following uses:
  - a. During the employee's own incapacity due to illness or injury;
  - b. During the time needed by the employee to undergo medical or dental

treatment or examination;

- c. When a child, spouse or parent of an employee, being a member of the employee's household is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse or parent; provided, however, that sick leave under this subparagraph shall not exceed one (1) day per occurrence unless extended by the City Manager by reason of exceptional hardship. Parents need not be a member of the employee's household for the purposes of this section.
3. Sick leave accrues from the beginning of employment, but may not be taken with pay until the employee has completed six months of employment.
  4. In order to receive compensation for sick leave, the employee must notify his Department Head of his absence within the first two working hours if possible.
  5. Upon retirement or layoff because of the discontinuance of a position or a reduction in force, an employee who has completed five (5) consecutive years of employment shall be entitled to a lump sum payment for one-half of accumulated but unused sick leave at the rate of pay in effect at time of termination of employment. The maximum entitlement under this paragraph is 720 accumulated hours, for a total of 360 hours pay.
  6. Upon retirement or layoff because of the discontinuance of a position or a reduction in force, an employee who has completed ten (10) consecutive years of employment shall be entitled to a lump sum payment for seventy-five percent of accumulated, unused sick leave at the rate of pay in effect at time of termination of employment. The maximum entitlement under this paragraph is 720 accumulated hours, for a total of 540 hours pay.
  7. Upon termination of employment of a Police Sergeant or Lieutenant by retirement, lay off or resignation, after seven (7) years or more service with the City of Sebastopol, employee shall be entitled to a lump sum payment for one-half of accumulated but unused sick leave. Maximum entitlement under this paragraph is 720 accumulated hours, for a total of 360 hours pay.
  8. Upon retirement or layoff because of the discontinuance of a position or a reduction in force, an employee who has completed twenty (20) consecutive years of employment shall be entitled to a lump sum payment for one hundred percent (100%) of accumulated but unused sick leave at the rate of pay in effect at the time of termination of employment. The maximum entitlement under this paragraph is 800 hours of pay.
  9. For all employees except those represented by the Police bargaining unit (SPOA) and except employees 50 years of age or older as of March 1, 1996, sick leave accrual shall be limited to a maximum of 240 hours subject to the further exceptions provided below:
    - a) Sick leave beyond the 240 hour maximum may continue to accrue during the period of July 1 through June 30 of each year. By June 25 of each year, employee shall choose one of the following options:
      1. Convert the accrued sick leave above 240 hours to PERS service credit;



2. "Sell back" accrued sick leave in excess of 240 hours to CITY for a cash payment, said payment to be calculated as 50% of the dollar value of the then current base salary multiplied by the number of hours of sick leave in excess of 240;
3. Invest equivalent value derived in (2) above in City Deferred Compensation Program.

- b) In the event employee does not choose one of the above options, City shall pay employee per section a (2) above at a rate consistent with applicable law.

10. In the case of death of an employee eligible for payment under this Section, payment shall be made to employee's beneficiary or legal representative.

C. Industrial Injury Leave

1. The provisions of Section 4850 of California Labor Code which are applicable to public safety officers, shall be applicable to all full-time employees of the City. Said Code provides for leave of absence with full pay, in lieu of temporary disability payments, for a period not exceeding one year for absence due to disability by injury or illness arising out of and in the course of employment. All disability payments that the insurance carrier would be obligated make to the injured shall be made to the City.
2. No industrial disability leave shall be permitted unless the employee reports to a physician within twenty-four (24) hours after the beginning of the disability, and unless he reports the circumstances of the injury or illness to his Department Head before the beginning of his next shift.
3. Determination as to whether or not a disability "arose out of and in the course of employment", or whether or not a disability in fact exists, shall be made in accordance with the Workmen's Compensation Laws of the State of California.

D. Funeral/Bereavement Leave

In the event of the death of an employee's spouse, or the son, daughter, parent, in-laws, brother, sister (or the spouse of any of them) 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 shall be granted time off work with pay for a period not to exceed 40 hours. The first 24 hours shall not be charged to either vacation or sick leave. The remainder shall be charged to accrued vacation time.

E. Leaves of Absence

1. The City Manager may grant leaves of absence provided the City Manager determines that the City service will not be detrimentally affected by said leave. Such leaves of absence shall 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.

2. An employee may be absent on military leave as authorized in the Military and Veteran's Code of the State of California and other applicable legislation.
3. Every classified City employee who serves as a trial juror or is to appear on behalf of the City under service of process shall be entitled to absent himself from his duties during the period of such service. The employee shall be entitled to receive the difference between his full salary and any payment received by him, except travel pay, for such court duty. The employee shall report for work when released from jury duty or witness service.

F. Administrative Leave for Management

In order to compensate overtime exempt management employees for the added hours they work, management employees shall be granted a total of 80 hours Administrative Leave with pay during each fiscal year (3.34 hours credited to the employee's accrued balance during each pay period). City Manager has authority to grant use of Administrative Leave in advance of accrual. Management employees may be paid for up to 40 hours of unused administrative leave time at the end of each fiscal year or may elect to carry forward up to 40 hours of unused administrative leave into the next fiscal year. In the event of resignation, termination, or retirement, an employee will be paid for up to 40 hours of their accrued administrative leave balance. New management employees shall be granted a pro-rated amount of administrative leave based upon the number of months left in the fiscal year after hire.

## VI. LAYOFFS

A. Causes for Layoff

An employee may be subject to layoff by the City Manager because of changes of duties or organization, abolishment of position, shortage of work or funds, or completion of work. Notice of such termination will be given to the employee at least thirty (30) days prior to the effective date of layoff. Such determination shall not be subject to appeal.

B. Order of Layoff

The order of layoff shall be in reverse order of seniority in the affected classification. "Seniority" shall be defined as length of employment with the City. Seniority shall be calculated on the basis of an employee's time served in paid status as a probationary or regular employee, and time served on military leave of absence.

C. Right of Displacement

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

D. Re-employment Rights

1. Employees who are laid off pursuant to this Section are eligible for re-employment for a period of twenty-four (24) 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 actually laid off.

2. 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 the purpose of notification pursuant to this Section.
3. Acceptance of the re-employment 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 re-employment list may refuse an offer of employment; however, refusal of three (3) offers of re-employment shall automatically cause removal from the list and loss of re-employment rights.
5. 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.

#### **VII. SEVERANCE PAY**

Whenever any full-time, permanent employee is permanently separated from employment covered by the Public Employees Retirement System because of layoff, resignation or death, he shall be entitled to severance pay computed at the rate of two percent (2%) of his annual salary at time of separation multiplied by his total number of years of service not to exceed thirty percent (30%) of one year's salary; provided, however, that such benefit shall not be paid until the employee has notified the Public Employees' Retirement System of his permanent separation from the System and has requested a refund of his contributions; and provided further, that the benefits under this Section shall not be payable if the employee elects to receive payment for unused sick leave authorized in Section 5.

#### **XIII. AMENDMENTS TO AND MAINTENANCE OF CLASSIFICATION PLAN**

- A. Whenever one or more new positions are to be established or old positions abolished, or when because of any change in the organization or method, a significant change in the duties or responsibilities of any existing position is to be made which requires the amendment of the classification plan, such revision and amendment shall be made in the manner provided in this section.
- B. Whenever the City Manager proposes that a new position be created or a significant change be made in the duties and responsibilities of an existing position, he shall report the significant facts in writing to the City Council.

- C. The City Council shall first determine whether any new positions shall be created or that a significant change of duties has been made or is intended to be made. If, in the opinion of the City Council, an additional position is necessary or a significant change of duties is indicated, the Council shall evaluate the new position or positions to be changed and determine its approximate salary range. The City Council shall cause to be written a class specification similar to those obtained in the classification plan. The official classification plan, those resolutions pertaining to classifications, salary ranges and individual compensation shall forthwith be amended by the City Council by resolution.

#### **IX. ADVANCE IN SALARY WITHIN SALARY SCHEDULE**

- A. In positions included in the classified service, except as otherwise provided in this resolution, appointment to any position in any class shall be made at the minimum rate, and advancements from the minimum rate to the maximum rate shall be made by successive steps in the salary schedule for the class.
- B. In the event an employee entering City service is found to possess more than normal qualifications for a position through former training and/or experience, the Department Head desiring to employ such qualified employee shall make a report to the City Manager of the employee's qualifications, along with a recommendation, and the City Manager may then provide that such employee shall enter the City employment at a step above Step A, to be determined by the City Manager.
- C. Advancement in the salary rate of an employee from Step A to Step B shall be made on the first day of the next month following the employee's completion of six months service in such class. Advancements from Step B to Step C shall be on completion of six months service in Step B. Advancement in further steps shall be upon completion of one year service in each step with a satisfactory performance evaluation.
- D. Nothing in this section shall be construed to mean that advancements through the salary steps shall be automatic. Such advancements shall be made at the discretion of the City Council upon the recommendation of the Department Head based on satisfactory service and upon approval of the City Manager.
- E. In addition to the foregoing requirements for salary schedules within specific classes, the City Council may by resolution provide for additional compensation through an educational incentive program, and provide for cost of living increases in addition to the schedule of salary ranges. The City Council shall adopt standards and establish policies for educational incentive programs by resolution.

#### **X. SALARY RATES FOLLOWING PROMOTION, DEMOTION, OR TRANSFER**

- A. In the discretion of the City Manager, in case of the promotion of any employee in the City service to a position in the classified service, he shall receive the pay of the first step of the range to which promoted; provided, however, that in those cases where the salary range overlaps, the employee shall receive the next higher step in the range of the new class, and such employee shall assume and thereafter retain the anniversary date of his new appointment, provided that in the event of any employee in the service of the City is promoted who

immediately prior to promotion was receiving the maximum for the class to which he is promoted, such promotion shall not operate to reduce the rate of compensation for such persons, but such compensation shall not be increased.

- B. In 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, such employee may retain the salary step in the lower range classification to that which he was receiving in the higher class before demotion. In such cases, the employee shall retain the same salary rate and shall retain his original anniversary date.
- C. 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.

## **XI. EDUCATIONAL INCENTIVE PAY**

### A. Public Works Employees

Salary increase of one range (5.5%) can be earned for the successful completion of State certification tests in waste water treatment, licenses water operator and other comparable job related licenses, test 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 following successfully obtaining said certificate. City Manager is authorized to cancel said incentive pay whenever said certificates lapse or are no longer valid.

### B. Police Officers

Educational Incentive Pay for police officers shall be as provided under separate resolution adopted by the City Council.

### C. Miscellaneous Employees, Off the Job Training

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.

## **XII. MILEAGE ALLOWANCE FOR USE OF PRIVATE VEHICLES**

- A. Reimbursement for the use of personal vehicles by officers and employees on City business shall be paid at the standard mileage rate as set by the United States Internal Revenue Service. Police personnel shall not be eligible for reimbursement of trips less than 100 miles. For trips over 100 miles, the total mileage shall be reimbursed to Police Officers.

## **XIII. LONGEVITY PAY**

- A. Regular employees are entitled to an additional 2% of monthly pay following 8 years of full-time service with the City of Sebastopol, and an additional 2% is authorized following 15 years of full-time service with the City. Part-time prior service may be counted on pro-rata basis.

## **XIV. INSURANCE COVERAGE**

- A. California Public Employees' Retirement System

The City will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of its employees who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the California Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code Section 20691.

The contributions made by the City of Sebastopol to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Sebastopol in lieu of contributions who are members of the California Public Employees' Retirement System.

The employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Sebastopol to the California Public Employees' Retirement System.

The City of Sebastopol shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.

The amount of the contributions designated as employee contributions and paid by the City of Sebastopol to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).

The contributions designated as employee contributions made by the City of Sebastopol to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public

Employee's Retirement System.

B. Retirement Health Savings:

Plan 801935 for Unrepresented Employee Group:

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.

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.

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.

Medical After Retirement Benefit: For those employees hired after February 1, 2009 and before July 1, 2011 who have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their Retirement Health Savings Plan once per month. The Medical After Retirement contribution benefit is eliminated for employees hired on or after July 1, 2011.

Eligibility for Use: Members are eligible to use the plan at age 55, or at retirement

Plans 803227 for the Sebastopol Police Officer's Association:

Sick Leave: At plan inception, those employees with accrual balances in excess of 400 hours will transfer that entire excess balance into their Retirement Health Savings Plan. Thereafter, every year at December 31", employees will transfer any balance in excess of 400 hours into their Retirement Health Savings Plan. At PERS retirement, any remaining balance will transfer into their Retirement Health Savings Plan.

Vacation: At plan inception and every year thereafter on December 31", 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.

Medical After Retirement Benefit: For those employees hired after February 1, 2009 who

have elected this benefit, their monthly contributions of 1% base salary up to a maximum of \$60/month along with the City's equal matching contribution, will transfer into their Retirement Health Savings Plan once per month. The Medical After Retirement contribution benefit is eliminated for employees hired on or after July 1, 2011.

Eligibility for Use: Members are eligible to use the plan at age 50, or at retirement

C. 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 chose an in-lieu benefit, as defined in their MOU.

D. 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, for a minimum of one year, prior to retirement.

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. These employees may remain on a City's health plan (provided they are enrolled prior to their retirement), but they will be responsible for the full cost of the health insurance premium.

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.
Employee +1, both under age of 65:	\$135.85/mo.
Employee +1, one over age 65:	\$114.51/mo.
Employee +1, 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 of 65:	\$131.56/mo.
Single person, over age of 65:	\$148.15/mo.
Employee +1, both over age of 65:	\$311.10/mo.
Employee +1, one over age 65:	\$298.89/mo.
Employee +1, both under age 65:	\$275.27/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 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. 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.

4) Health care coverage to retired members of the City Council

Group One (Twelve Years in Office or More) That every elected member of the City Council of the City of Sebastopol who held office after January 1, 1981 and was first elected to office prior to January 1, 1995, and whose service at the time of termination was not less than twelve years (hereinafter referred to as "group one members"), shall be entitled to the continuation of health insurance benefits for himself/herself, and City shall pay the premiums

Group Two (Eight Years in Office) That every elected member of the City Council of the City of Sebastopol who first held office after January 1, 1995, and who leaves office after November 30, 2008, and whose service at the time of termination was at least eight years in office (hereinafter referred to as "group two members"), shall be entitled to the continuation of health insurance benefits for himself/herself and dependents, on a self-pay basis. This benefit is limited to those Council Members and dependents who have been enrolled in a City Health plan prior to leaving office.

### 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:

- a) Death of retired employee (subscriber).
- b) Termination of retired status of employee by reinstatement to full-time employment with the City.
- c) Non-payment of retiree share of premium to City.

For Spouse or Dependents:

- a) Divorce from retired employee.
- b) Divorce from the retired employee. Dissolution of legally registered and valid domestic partnership from the retired employee.
- c) When the retired employee's child turns 19, or 25 provided they are enrolled as a full-time student.
- d) 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.

#### E. Dental Insurance

City shall provide, at no premium cost to employees and dependents, dental service coverage program on a City self-insured basis which provides coverage as negotiated in individual MOU's. The premiums for COBRA health insurance continuation will be based upon REMIF insurance premiums.

#### F. Vision Care

City will provide to full-time employees and dependents, a City self-insured vision care plan to cover corrective vision care serviced by an ophthalmologist, optometrist or dispensing optician, up to a maximum not to exceed \$350 annually per person. The premiums for COBRA health insurance continuation will be based upon REMIF insurance premiums.

#### G. Long-term Disability

City shall provide to full-time employees, off-the-job disability insurance subject to acceptance by insurance carrier. Eligibility period shall be 30 days of employment.

#### H. Life Insurance

City will provide life insurance coverage at \$50,000 face value to full-time employees unless separate coverage limits have been negotiated by employees' bargaining unit.

BE IT FURTHER RESOLVED that Resolution numbers below are hereby rescinded.

Date	Reso#	Date	Reso#	Date	Reso#
12/18/2012	5907	3/3/1998	4924	6/6/1984	3590
9/20/2011	5852	1/20/1998	4910	11/18/1981	3383
6/21/2011	5844	12/2/1997	4900	7/20/1981	3351
6/21/2011	5843	12/17/1996	4821	7/14/1980	3224
11/16/2010	5824	12/17/1996	4817	7/2/1979	3115
3/3/2009	5734	5/21/1996	4769	7/5/1978	3020
11/1/2008	5710	9/17/1995	4717	6/26/1978	3016
6/3/2008	5673	9/5/1995	4712	7/5/1977	2910
9/4/2007	5625	7/19/1994	4639	8/16/1976	2715
7/18/2006	5543	7/1/1990	4231	8/2/1976	2711
12/16/2003	5357	7/5/1989	4138	7/19/1976	2708
5/21/2002	5248	7/5/1988	4052	7/6/1976	2698
7/6/1999	5042	7/21/1987	3966	7/7/1975	2607
10/20/1998	4986	12/16/1986	3908	1/20/1975	2540
4/7/1998	4937	8/1/1984	3608	7/7/1974	2486

IN COUNCIL DULY PASSED this 21<sup>st</sup> day of June, 2016.

VOTE:

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

Noes: None

Absent: Councilmember Jacob

Abstain None

APPROVED:

  
Mayor Sarah Glade-Gurney

ATTEST:

  
Mary Gourley, MMC, City Clerk

Approved as to Form:

  
Larry McLaughlin, City Attorney