

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF SONOMA
and
THE CITY OF SONOMA EMPLOYEES' ASSOCIATION
SEIU 1021

JULY 1, 2019 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
Article 1: Preamble	1
Article 2: Recognition.....	1
Article 3: Completion of Agreement	1
Article 4: Management Rights.....	2
Article 5: Union Rights.....	4
Article 6: Definitions	4
Article 7: Labor/Management Committee (LMC).....	5
Article 8: Probation.....	5
Article 9: Hours of Work	5
Article 10: Compensation	6
Article 11: Retirement	8
Article 12: Compensatory Time Off.....	9
Article 13: Sick Leave	9
Article 14: Vacation.....	11
Article 15: Holidays.....	12
Article 16: Military Leave	12
Article 17: Jury Duty	12
Article 18: Bereavement Leave	13
Article 19: Catastrophic Leave	13
Article 20: Health Insurances	14
Article 21: Unpaid Leave of Absence.....	15
Article 22: Uniforms	15
Article 23: Education.....	16

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Article 24: Lay-off Policy	16
Article 25: Agency Shop.....	16
Article 26: Contracting Out	17
Article 27: Term.....	17
Signature Page	18
Appendix A: Salary Schedule.....	19
Appendix B: City Contributions to Medical Insurance	20

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered into between the City Council of the City of Sonoma, hereinafter referred to as “the City” and Service Employees International Union, Local 1021, hereinafter referred to as “the Union,” pursuant to California Government Code, Sections 3500 et seq., and the City’s Personnel Policies and Resolution. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment.

ARTICLE 2: RECOGNITION

A. The City recognizes the Union as the recognized and exclusive representative for the following classifications:

Accounting Technician	Maintenance Worker I, II
Administrative Clerk	Senior Maintenance Worker
Administrative Assistant	Management Analyst
Assistant Planner	Plans Examiner
Associate Planner	Water Operations Supervisor
Building Inspector I, II	Environmental Compliance Analyst
	Public Works Supervisor

B. Positions within these classifications which are (1) confidential (2) management employees; (3) temporary employees; (4) contract employees; (5) at-will employees; and (6) part-time employees are not included in the bargaining unit.

C. The City agrees to meet and confer, and otherwise deal exclusively with the Union on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (“MMBA”) (Government Code Section 3500 et seq.), and as provided under the City’s Personnel Resolution.

ARTICLE 3: COMPLETION OF AGREEMENT

A. The City and the Union agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this MOU, the City and the Union shall not be obligated to meet and confer on any matter unless a change in law or policy requires.

B. This MOU constitutes the entirety of the agreement between the parties. This MOU may only be modified if reduced to writing and executed by the authorized representatives of the City and the Union.

C. The City and the Union agree that if any provision addressing wages, hours, and terms and conditions of employment negotiable under the MMBA is found outside this MOU and in conflict thereof, then this MOU shall prevail.

D. The waiver or breach of any condition of this MOU shall not constitute a precedent in the future enforcement of all terms and conditions herein on the impacts as required by the MMBA [changed circumstances due to legislation or the introduction of new technology may require meet and confer discussions if requested by either party to this MOU].

E. Severance:

1. If any provision of this MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of this MOU shall remain in full force and effect for the duration of this MOU, unless an essential purpose of this MOU would be defeated by the loss of the severed provision.

2. If a provision is severed, the City and the Union agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

ARTICLE 4: MANAGEMENT RIGHTS

A. The City retains all its exclusive rights and authority under state law and expressly and exclusively retains its management rights, which include, but are not limited to:

1. the exclusive right to determine the mission of its constituent departments;
2. set standards and levels of service;
3. determine the procedures and standards of selection for employment and promotions;
4. direct its employees;
5. establish and enforce dress and grooming standards;
6. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
7. maintain the efficiency of governmental operations;
8. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
9. determine the content and intent of job classifications;
10. determine the methods of financing;

11. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
 12. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
 13. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 14. establish and modify productivity and performance programs and standards;
 15. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
 16. establish employee performance standards including, but not limited to, quality and quantity standards, and require compliance therewith;
 17. take all necessary actions to carry out its mission in emergencies; and
 18. exercise complete control and discretion over its organization and the technology of performing its work.
- B. The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure.
- C. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this MOU.
- D. The City Manager and department heads have and will continue to retain the exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU, and such decision making shall not be subject in any way, directly or indirectly, to the grievance procedure. It is understood that if the Union alleges a specific violation of this MOU, or extrinsic law, those specific violations are subject to the grievance procedure.
- E. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be

provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 5: UNION RIGHTS

- A. Bargaining Unit Member Report: The City shall provide the Union a Bargaining Unit Member Report in electronic format on a quarterly basis and upon request by the Union of all current unit members, which shall include (if collected) each unit member's: full name, job title, department, work locations, work phone number, personal number, personal email address and home address.
- B. Union Stewards Designation: The Union shall, by written notice to the Administrative Services Manager, designate up to three (3) of its members as Union Stewards. Union Stewards shall be permitted reasonable time for grievance representation. In all cases, the Stewards shall secure permission from the Steward's supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.
- C. Bulletin Boards: Authorized representatives of the Union shall be allowed to post Union notices on two (2) bulletin boards, one (1) provided in the copy room at City Hall, and one (1) provided in the time clock room at the corporation yard.
- D. New Members: At the time of on-boarding or within ten (10) days of hire, the Union shall be given thirty (30) minutes to meet with the new unit member. The City shall grant one (1) hour of paid release time for two (2) Union Stewards to attend the meeting. Except as provided by statute, the Union shall be given not less than given five (5) days' notice in advance of a new employee on-boarding or first day of work.
- E. Access to Work Locations: Access to employee work locations is granted to Union field representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Representatives have the right to contact employees during the employees' duty period, provided that such contact does not interfere with the normal operation, public service, or safety requirements of the City.
- F. Use of City Facilities: The Union may be granted the use of City facilities for meetings of employees, provided there is no cost to the City, space is available and that such meetings are used for business within the scope of representation.

ARTICLE 6: DEFINITIONS

- A. Probation: See Article 8.
- B. Day: Unless otherwise specified, a "day" is a day in which the City Hall is open for business.
- C. Date of Hire: A unit member's "date of hire" is his/her first day of paid service with the City in a bargaining unit position (see Article 2).

- D. Base Wage Rate: The base wage rate is the minimum monetary compensation which the City agrees to pay each unit member for each hour of work performed or portion thereof. The “Base Wage Rate” includes all step increases that have been granted to a unit member since their “Date of Hire” consistent with the Salary Schedule, Attachment A. The Base Wage Rate does not include Overtime Pay, Call-out Pay, Stand-by Pay, Out-of-Classification Pay, Longevity Pay, Deferred Compensation, any combination thereof, or any other compensation paid to a unit member.
- E. Unit Member: A person employed in a recognized classification (see Article 2, Classification).

ARTICLE 7: LABOR / MANAGEMENT COMMITTEE (LMC)

- A. To promote labor-management cooperation and communication and to resolve non-disciplinary disputes, the Union and the City agree to form a Labor / Management Committee (“LMC”) comprised of:
 - 1. two (2) members of management; and
 - 2. two (2) members of the Union.
- B. The LMC will meet as needed, but typically not more than quarterly. Committee members will receive paid release time.
- C. The City Manager shall schedule and set an agenda for each LMC meeting at least one (1) week prior to the established meeting date. The LMC shall be facilitated by the City Manager/designee. The City Manager may request attendance of additional parties with information relevant to the agenda.
- D. The LMC is not intended to supersede any process, rights or obligations otherwise provided in this MOU.

ARTICLE 8: PROBATION

- A. The purpose of the probationary period is to determine a unit member’s ability to satisfactorily perform the duties of the position.
- B. The probationary period for initial and promotional appointments shall be for twelve (12) months.
- C. The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the unit member was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured unit member was unable to work.

ARTICLE 9: HOURS OF WORK

- A. Work Week: The normal workweek shall be forty (40) hours, allowing for a flexible schedule as agreed to by the department head and the unit member.
- B. Work Day: The usual workday shall be eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of mealtime, but may be adjusted as agreed to by the department head and the unit member.
- C. Meal Time: Mealtime may consist of one (1) hour or one-half hour, at the sole discretion of the department head.
- C. Rest Periods: Rest periods will normally be provided to unit members at the rate of fifteen (15) minutes for each four (4) hours worked, to be scheduled at the sole discretion of the department head. Rest periods are not to be construed as mealtime.

ARTICLE 10: COMPENSATION

A. Base Wages:

- 1. Each unit member shall be paid base wages in accordance with the Salary Schedule that is Attachment A.
- 2. Effective the first full pay period following ratification of the MOU, the salary schedule shall be improved by three and one-half percent (3.5%).
- 3. Effective the first pay period following July 1, 2020, the salary schedule shall be improved by three percent (3%).
- 4. Effective the first pay period following July 1, 2021, the salary schedule shall be improved by two and one-half percent (2.5%).
- 5. As soon as reasonably possible following ratification, each unit member shall receive a one-time, off-schedule payment of Four Hundred Dollars (\$400.00).

B. Overtime:

- 1. Hours Paid: Overtime shall be paid after forty (40) hours worked in a week, exclusive of mealtime. Vacation, sick leave, and compensatory time used during the week shall be included in the calculation of the forty (40) hours.
- 2. Overtime Compensation: Unit members shall be paid overtime at the rate of time and one-half (1.5) their regular rate of pay. All overtime shall be recorded and paid on the basis of fifteen (15) minute increments.
- 3. Double Time: Unit members who are required to work:
 - a. overtime on Sundays or holidays shall be paid at twice (2x) their normal hourly rate for all time worked;

- b. more than twelve (12) hours in any twenty-four (24) hour period shall be paid at twice (2x) their normal hourly rate for all hours worked in excess of twelve (12).
- 4. Call-out Pay: The City agrees to pay a minimum of three (3) hours overtime to any unit member called in to work after their regular hours. The order of call out shall be set by the department head or designee and shall be based on the unit member's proximity to the City, availability for work, and qualifications for the assignment.
- 5. Stand-by Pay:
 - a. Mandatory: A unit member who is ordered in writing to stand by shall be paid at the current local minimum wage for the stand-by period.
 - b. Voluntary: A unit member who volunteers to stand by shall be paid one (1) hour of overtime (one point five [1.5] times their normal hourly rate) for each eight (8) hours of stand-by.
 - c. Unit members who live within a twenty (20) minute drive of City Hall shall be placed on a stand-by list. Orders for stand by shall be made on a rotational basis. If no unit member lives within twenty (20) minutes, standby shall be ordered based upon proximity to City Hall.
 - d. Stand-by time shall be a minimum of eight (8) hours on weekdays and thirty-two (32) hours on weekends (from Friday at close-of-business to Monday at start-of-business).
- C. Longevity Pay:
 - 1. The City agrees to provide longevity pay to unit members as follows:
 - a. two and one-half percent (2.5%) of base pay to each unit member at the commencement of the sixth (6th) consecutive year; and
 - b. two and one-half percent (2.5%) of base pay to each unit member at the commencement of the eleventh (11th) consecutive year.
- D. Out-of-Classification Pay: A unit member assigned by the department head to work in an out-of-class position with a higher pay grade shall receive enhanced compensation at the greater of Step A of the out-of-class position, or a five percent (5%) increase over the unit member's base wage rate. Out-of-class pay will take effect after the unit member works at least two (2) full pay periods in the out-of-class position.
- E. Deferred Compensation: Each unit member may participate in a deferred compensation program designated and administered by the City.
 - 1. The City shall contribute the following sum on behalf of each unit member:

- Twenty-Five Dollars (\$25.00) per pay period.
2. The Twenty-Five Dollar (\$25.00) contribution is being made on behalf of the unit member and does not require an additional Twenty-Five Dollar (\$25.00) contribution by the unit member.

ARTICLE 11: RETIREMENT

- A. Classic: Unit members who were hired on or before December 31, 2012, and those who are not deemed “New Members” are considered “Classic” employees by the California Public Employees Retirement Systems (CalPERS) and shall be eligible for the 2% at age 55 CalPERS benefit formula with the highest single year provision for all represented employees. Unit members shall also be provided the sick leave conversion benefit and the 1959 survivor’s benefit as defined in the PERS handbook.
 1. Unit members eligible for the CalPERS 2% at age 55 retirement formula shall pay seven percent (7%) of salary to fund the *unit member’s share* of the pension.
 2. Effective the first full pay period following January 1, 2017, unit members eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one percent (1.0%) of PERS-able compensation toward the City’s cost of pension benefits for a total of eight percent (8%) contribution.
 3. Effective the first full pay period following ratification of the MOU, unit members eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one-half percent (0.5%) of PERS-able compensation toward the City’s cost of pension benefits for a total of eight and one-half percent (8.5%) contribution.
- B. New Members: Unit members who were hired on or after January 1, 2013 are subject to provisions of the Public Employee Pension Reform Act of 2013 (“PEPRA”), Assembly Bill No. 340 and Government Code 7522.02. PEPRA provides the following:
 1. A new defined benefit formula of two percent (2%) at age sixty-two (62) for unit members who first become members of CalPERS on or after January 1, 2013.
 2. The final compensation based on the unit member’s highest annual compensation earnable averaged over a consecutive 36-month period.
 3. Unit members subject to PEPRA provisions shall contribute fifty percent (50%) of the total annual normal cost of their pension benefit to the pension plan as determined by the City’s CalPERS actuary.
 4. Effective the first full pay period following January 1, 2017, unit members subject to PEPRA provisions shall contribute an additional one percent (1.0%) of PERS-able compensation toward the City’s cost of pension benefits for a total of one percent (1%) contribution to CalPERS in addition to half the normal cost as described in B.1.

5. Effective the first full pay period following ratification of the MOU, unit members subject to PEPRA provisions shall contribute an additional one-half percent (0.5%) of PERS-able compensation toward the City's cost of pension benefits for a total of one and one-half percent (1.5%) contribution to CalPERS in addition to half the normal cost as described in B.1.
- C. Unit members' contributions to CalPERS described above shall be made through payroll deductions with state and federal income tax on the contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

ARTICLE 12: COMPENSATORY TIME OFF

- A. A unit member may elect to receive Compensatory Time Off ("CTO") in lieu of approved overtime.
1. No unit member may have credited to his/her account more than two hundred forty (240) hours of CTO at any time.
 2. All hours worked, when the total of credited CTO exceeds two hundred forty (240) shall be compensated in accordance with FLSA standards.
 3. All CTO in excess of one hundred twenty hours (120) credited to a unit member's account shall be paid in cash to the unit member on the June and December payrolls. Any CTO scheduled as time off in the month following the scheduled payout is exempt from this cash out.
- B. Compensatory time may be taken as requested by the unit member, provided the request does not unduly disrupt department operations.
- C. Unit members may request payment for accrued compensatory time by submitting a request in writing to the Payroll Department in the month of June and December. Sellback of Compensatory Time will be paid with the first regular payroll following the request. The City reserves the right, as allowed under FLSA, to freely substitute cash for accrued compensatory time.

ARTICLE 13: SICK LEAVE

- A. Sick leave shall be permitted for the following purposes:
1. diagnosis, care, or treatment of an existing health condition of, or preventative care for, a unit member or a member of the unit member's immediate family; or
 2. for a unit member who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the Labor Code.

Abuse or improper use of sick leave will subject the unit member to disciplinary action including possible dismissal.

- B. If the need for paid sick leave is foreseeable, the unit member shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the unit member shall provide notice of the need for the leave as soon as practicable.
- C. After a sick leave absence of three (3) days or more, the unit member may be required to submit a physician's certificate stating the diagnosis, prognosis and the date the unit member may return to work. In some instances, the unit member may be required to submit a release form from his or her physician before returning to work. A physician's certificate is a written document signed by a licensed physician relative to a unit member's illness. The unit member must have been examined by the physician and have been determined, as a result of such examination, to be too ill to report for work.
- D.
 - 1. Sick leave shall be granted at the rate of eight (8) hours for each full calendar month of service. There is no limit on accumulated sick leave.
 - 2. Unit members with a date of hire on or before September 1, 2019 shall have forty-eight (48) hours of sick leave designated as alternate leave per calendar year. The forty-eight (48) alternate leave hours may be used for any reason of the unit member's choosing, subject to scheduling considerations by the department head. The forty-eight (48) hours will be awarded on the basis of twenty-four (24) hours on January 1 and twenty-four (24) hours on July 1. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted. Should a unit member choose not to use the forty-eight (48) hours of alternate leave during the calendar year, the hours will be credited toward the unit member's sick leave accumulation and will be subject to the same policies as other sick leave.
 - 3. The City will purchase one-half (1/2) of the current calendar year's unused alternate leave [if requested by the unit member] to a maximum of twenty-four (24) hours. The purchase will occur on the first payroll of November of each year. In order to exercise this option, forty (40) hours of sick leave must be remaining at the end of the purchase.
- E. Unit members covered under this MOU who are separated from the service due to industrial disability after ten (10) years of continuous service shall be eligible for reimbursement of accrued sick/alternate leave and shall be provided health, dental and vision insurance for a period of time equal to the number of sick leave hours accrued.
- F. A unit member absent from work for sixty (60) calendar days or more due to injury or illness, and eligible for long-term disability insurance benefits, shall not accrue additional sick leave or vacation leave, nor shall such unit member participate in the Public Employee's Retirement System during such an absence.
- G. Except as required by Labor Code section 245 et seq. and other applicable law, sick leave with pay will not be granted to any unit member who has served less than three (3) months in the service of the City.

H. With the preceding exceptions, all eligibility for sick leave with pay shall be canceled upon separation of the unit member from the City service.

ARTICLE 14: VACATION

A. Vacation Accrual: Unit members shall accrue vacation as follows:

Months of Employment	Monthly Vacation Hours Accrued
1 – 36	6.67
37 – 60	8
61 – 120	11.33
121 – 180	12.67
181 and thereafter	14.67

B. Bonus Vacation: A unit member shall be granted bonus vacation on the commencement of:

1. their sixty-first (61st) month of continuous employment in a bargaining unit position, a bonus of forty (40) hours of vacation shall be added to his/her account;
2. their one hundred eighty-first (181st) month of continuous employment in a bargaining unit position, a bonus of forty (40) hours of vacation shall be added to his/her account.

C. Vacation Requesting: Accrued vacation may be requested following the completion of six (6) months of service. All requests are subject to scheduling considerations and are subject to approval at the sole discretion of the department head.

D. Maximum Accrual: The maximum accumulation of vacation leave shall be double the amount of vacation time earned by the unit member in an accrual year. When a unit member reaches his/her maximum accrual limit, the unit member shall cease to accrue vacation.

1. If a unit member requests vacation and is denied due to staffing, the time requested may remain in the unit member’s accrual even if the unit member has achieved maximum accrual.
2. This over-cap vacation time is to be used as soon as allowed, but not later than six (6) months.

E. Payment Separation: Unit members who terminate or retire shall be paid a lump sum for all unused and accrued vacation.

F. Annual Cash-Out: Unit members may request and receive payment at the base hourly rate for up to forty (40) hours of accrued vacation on an annual basis, provided that the unit member has a minimum remaining vacation balance of eighty (80) hours following payment. A unit member may request to sell back vacation by entering the number of desired hours on his/her time card. Payment for the hours shall be made in a supplemental paycheck in the following month. The vacation sell-back option is only available once each fiscal year for each unit member.

ARTICLE 15: HOLIDAYS

A. Specified Holidays: Unit members are normally paid eight (8) hours for each of the following holidays:

January 1	New Years Day
Third Monday in January	Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	The day following Thanksgiving
December 24	Christmas Eve
December 25	Christmas
December 31	New Years' Eve

Every day proclaimed by the Mayor as a holiday

B. If a listed holiday occurs on a Saturday or a Sunday, the following Monday or the preceding Friday (provided such days are not also a holiday) will be designated by the City for observance.

C. Unit members whose normal schedule does not include any of the specified holidays listed above may arrange to take a different eight (8) hours off during the pay period in which the holiday occurs.

D. Floating Holidays:

1. In addition to Section A., unit members shall receive two (2) floating holidays each year.
2. In addition to Sections A. and D.1., Water Operations Supervisors and Public Works Supervisors shall receive two (2) floating holidays each year.
3. Floating holidays are to be scheduled as outlined in Article 14 (Vacation).

ARTICLE 16: MILITARY LEAVE

This leave is granted to unit members ordered to active military service or training in accordance with the provisions of the California Military and Veterans Code.

ARTICLE 17: JURY DUTY

Jury Duty leave shall not exceed two (2) work weeks per year for service on a trial jury. Greater jury duty benefits may be awarded by the City Manager on a case-by-case basis.

ARTICLE 18: BEREAVEMENT LEAVE

Three (3) days of paid bereavement leave shall be provided in the event of the death of a parent, parent-in-law, child / step-child, spouse / registered domestic partner, sibling, grandparent or grandchild. Greater bereavement benefits may be awarded by the City Manager on a case-by-case basis.

ARTICLE 19: CATASTROPHIC LEAVE

Catastrophic Leave allows a unit member to donate vacation, compensatory or alternate sick leave to another unit member who is experiencing a catastrophic illness/injury, to himself/herself, spouse, or dependent child. The following guidelines will apply:

- A. Catastrophic Leave is a paid leave of absence due to verifiable long-term illness or injury such as, but not limited to, cancer and heart attack, which clearly disables the individual.
- B. The following conditions must be met to be eligible for Catastrophic Leave:
 - 1. There must be a verifiable serious illness or injury to the unit member, his/her spouse or dependent child.
 - 2. The unit member must exhaust all useable leave time.
 - 3. The unit member must be permanent.
- C. Catastrophic Leave may be granted for a maximum of three hundred forty (340) hours, with the option of a 340 hour extension where justified.
- D. The decision of the department head to deny Catastrophic Leave may be appealed to the City Manager within ten (10) calendar days of the decision. The decision of the City Manager shall be final.
- E. Catastrophic Leave shall not be used in conjunction with any long or short-term disability insurance, or retirement benefits.
- F. While a unit member is on Catastrophic Leave using donated hours, the employee shall not accrue any vacation or sick leave.
- G. Donations: Unit members may donate to all eligible unit members as follows:
 - 1. Vacation. The donating unit member must have a vacation leave balance of at least forty (40) hours after the donation of vacation time.
 - 2. Sick Leave. The donating unit member may donate a maximum of twenty-four (24) hours of sick leave for so long as the unit member has eighty (80) hours of sick leave remaining after the donation.

3. Compensatory Leave. Unit members may donate all of their accrued and unused compensatory time off.
 4. Donors and hours shall be maintained as confidential payroll information.
- H. Leave must be donated in increments of whole hours with an eight (8) hour minimum.
- I. The City shall continue to pay the cost of medical insurance coverage for a unit member on Catastrophic Leave.
- J. Donations will be converted to sick leave hours on an hour-by-hour basis and posted to the recipient's sick leave balance. All unused donated hours shall be retained by the recipient as sick leave for future use.
- K. Employee organizations and/or individual unit members will be responsible for securing donations for specific unit members entitled to Catastrophic Leave. Unit members wishing to donate leave hours must complete a Catastrophic Leave Transfer form, which is available at City Hall.
- L. The Payroll Department will administer the program, accounting for the donation and disbursement of catastrophic leave donations.

ARTICLE 20: HEALTH INSURANCES

A. Medical:

1. Effective the first full pay period upon ratification, the City's maximum contribution towards medical insurance premiums for unit members and dependents as set forth in Attachment B.
2. Effective July 2020 and July 2021, the Parties shall cost share increases in premiums not to exceed a six percent (6%) increase over the prior year. The City shall cover two-thirds (2/3) and the unit member will cover one-third (1/3) of the premium increase. The City's maximum contribution increase shall not exceed four percent (4%) in any one year. All premium increases in excess of six percent (6%) shall be borne by the unit member.

B. In Lieu of Medical:

1. Any unit member employed prior to July 1, 2019 may receive, if requested, a payment in lieu of medical insurance equal to fifty percent (50%) of the City's contribution.
2. Any unit member employed on or after July 1, 2019 may, if requested, receive Three Hundred Dollars (\$300.00) per month in lieu of medical, if the unit member provides proof of coverage under an alternate policy.

3. Provided the unit member has proof of comparable insurance, he/she may receive dollars in lieu of medical insurance as set forth above.
 4. Payments will be made on a monthly basis.
- C. Dental: The City will pay for dental/orthodontic insurance (currently Redwood Empire Municipal Insurance Fund) for the unit member and dependents.
- D. Vision: Vision coverage will be paid by the City for the unit member and dependents.
- E. Life:
1. Public Works Supervisor and Water Operations Supervisor shall receive, at City expense, a One Hundred Thousand Dollar (\$100,000.00) term life insurance policy.
 2. All other unit members shall receive, at City expense, Twenty-Five Thousand Dollar (\$25,000.00) term life insurance policy and an additional Two Thousand Dollars (\$2,000.00) accidental death and dismemberment policy.
- F. Long-Term Disability: The City agrees to provide unit members with long-term disability insurance with all premiums paid by the City.
- G. Waiting Period:
1. The waiting period for long-term disability benefits shall be sixty (60) days.
 2. There shall be no City-required waiting period for newly hired unit members to become eligible for all other insurance coverage (medical, vision, and dental). There may be a waiting period imposed by the insurance providers, which shall be followed.

ARTICLE 21: UNPAID LEAVE OF ABSENCE

- A. The City Manager may grant a unit member a leave of absence without pay, seniority or credit for a period not to exceed three (3) months. The department head may grant leave without pay up to one (1) week.
- B. Requests shall be submitted, in writing, to the department head with all the reasons for the request. Approval for leaves without pay shall be in writing. A unit member who is granted a leave without pay shall return to his or her former position upon expiration of the leave. Failure to report to work at the end of the leave shall result in immediate dismissal.

ARTICLE 22: UNIFORMS

- A. Uniforms, boots and other required safety apparel shall be provided to all Maintenance Workers.

- B. Replacement uniforms shall be of good quality and will be provided by the City at the sole discretion of the department head.
- C. Maintenance Workers shall have the option of wearing shorts from April 1 through October 31, subject to the discretion of the department head and based upon the scheduled or unscheduled tasks to be done. The City shall provide two (2) pairs of shorts to each unit member who requests them. The department head shall select the style and quality of shorts.

ARTICLE 23: EDUCATION

- A. With prior written approval by the City Manager/designee, the City will reimburse a unit member for the cost of tuition, textbooks and supplies associated with approved courses.
 - 1. Maximum fiscal year reimbursement shall be One Thousand Dollars (\$1,000.00) per eligible unit member.
 - 2. Reimbursement shall be made after receipt by the City Manager/designee that the unit member has satisfactorily completed the approved course work. For graded course work, this is defined as a grade of “C” or better.
- B. All textbooks and related educational material for which reimbursement is received shall become the property of the City to be retained in the department of the recipient.
- C. A unit member shall be reimbursed for the cost of both the initial and recurring licenses and certificates that are required or recommended by the department.

ARTICLE 24: LAY-OFF POLICY

If a unit member is laid off during the term of this MOU, the City shall provide:

- A. three (3) months’ severance pay; and
- B. ninety (90) days of medical insurance coverage.

The coverage shall include any dependents included in the unit member’s medical coverage that was in effect immediately prior to the layoff of the subject unit member. The City also recognizes its responsibilities under federal law pertaining to the provision of medical insurance coverage to separated unit members who wish to maintain medical coverage through the City at the sole expense of the separated unit member.

ARTICLE 25: AGENCY SHOP

- A. The City shall deduct, in accordance with the Union’s dues schedule, dues and/or other specified deductions, from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the Union. Such authorizations shall remain in effect until revoked in writing by the employee to the Union.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office, at the address specified by the Union.

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization maintained by the Union. The City shall direct employee requests to cancel or change deductions to the Union. As required by State law, the City shall rely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

- B. Indemnification: The Union shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits, judgments, and other proceedings arising from a claim, demand, or other action relating to the City's compliance with this Article.

ARTICLE 26: CONTRACTING OUT

The City will notify the Union at least thirty (30) days prior to any decision to contract out any public service provided by any classification represented by the Union. A meet and confer with the Union will take place within ten (10) days of notification.

ARTICLE 27: TERM

- A. This Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through and including June 30, 2022.
- B. There shall be no reopeners during the term of this MOU *except that* the Parties shall meet to negotiate compensation in effect for any year of this MOU a future Measure for increased sales tax is disapproved by the voters.

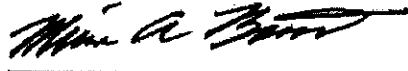
CITY OF SONOMA

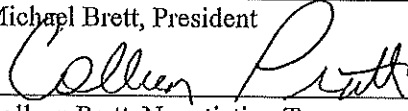

Cathy Lanning, Manager, Administrative Services


Cathy Capriola, City Manager

10/11/2019
Date

CITY OF SONOMA
EMPLOYEES ASSOCIATION/SEIU


Michael Brett, President


Colleen Pratt, Negotiating Team

Michael Vioria, Field Representative,
SEIU 1021

Date

Jason Klumb, Regional Director
SEIU 1021

John Stead-Mendez, Executive Director
SEIU 1021

Date

Attachment A

SALARY SCHEDULE

Exhibit B

CITY OF SONOMA											
July 1, 2019 - June 30, 2020											
Assignments of Classifications to the Salary Schedule											
Effective October 11, 2019											
	Monthly					Annual					Updated
	A	B	C	D	E	A	B	C	D	E	
General											
Administrative Clerk	4,011	4,212	4,422	4,643	4,875	48,132	50,538	53,065	55,718	58,504	10/1/2019
Maintenance Worker I	4,274	4,488	4,712	4,948	5,195	51,287	53,852	56,544	59,372	62,340	10/1/2019
Maintenance Worker II	4,701	4,936	5,183	5,442	5,714	56,416	59,237	62,199	65,309	68,574	10/1/2019
Administrative Assistant	4,716	4,952	5,200	5,460	5,733	56,595	59,424	62,396	65,516	68,791	10/1/2019
Accounting Technician	5,155	5,413	5,684	5,968	6,266	61,866	64,939	68,207	71,617	75,198	10/1/2019
Management Analyst	5,155	5,413	5,684	5,968	6,266	61,866	64,939	68,207	71,617	75,198	10/1/2019
Senior Maintenance Worker	5,171	5,430	5,702	5,987	6,286	62,038	65,161	68,419	71,840	75,432	10/1/2019
Development Services Supervisor	5,424	5,695	5,980	6,279	6,593	65,089	68,343	71,761	75,349	79,116	12/16/2019
Public Works Supervisor	5,947	6,245	6,557	6,885	7,229	71,367	74,935	78,682	82,616	86,746	10/1/2019
Water Supervisor	6,245	6,557	6,885	7,229	7,590	74,934	78,681	82,615	86,746	91,089	10/1/2019
Environmental Compliance Analyst	6,105	6,411	6,731	7,068	7,421	73,264	76,927	80,773	84,812	89,052	10/1/2019
Sustainability Coordinator	6,105	6,411	6,731	7,068	7,421	73,264	76,927	80,773	84,812	89,052	10/1/2019
Assistant Planner	6,105	6,411	6,731	7,068	7,421	73,264	76,927	80,773	84,812	89,052	10/1/2019
Building Inspector I	5,989	6,288	6,602	6,933	7,279	71,863	75,456	79,229	83,190	87,350	10/1/2019
Building Inspector II	6,585	6,914	7,260	7,623	8,004	79,021	82,977	87,120	91,476	96,050	10/1/2019
Plans Examiner	7,099	7,454	7,826	8,218	8,629	85,185	89,445	93,917	98,613	103,543	10/1/2019
Associate Planner	7,209	7,570	7,948	8,346	8,763	86,512	90,898	95,380	100,149	105,156	10/1/2019
Administrative/Management											
Accountant	5,901	6,196	6,506	6,831	7,173	70,813	74,354	78,071	81,975	86,074	10/1/2019
Public Works Administrative and Project Manager	7,079	7,433	7,804	8,195	8,604	84,945	89,193	93,652	98,335	103,252	10/1/2019
Public Works Operations Manager	7,493	7,868	8,262	8,675	9,108	89,921	94,418	99,138	104,095	109,300	10/1/2019
Senior Management Analyst	7,079	7,433	7,804	8,195	8,604	84,945	89,193	93,652	98,335	103,252	10/1/2019
Administrative Services Manager	7,433	7,804	8,195	8,604	9,035	89,193	93,652	98,335	103,252	108,414	10/1/2019
City Clerk/Executive Assistant	7,433	7,804	8,195	8,604	9,035	89,193	93,652	98,335	103,252	108,414	10/1/2019
Senior Planner	7,433	7,804	8,195	8,604	9,035	89,193	93,652	98,335	103,252	108,414	10/1/2019
Accounting Manager	7,672	8,065	8,458	8,861	9,275	92,265	96,688	101,501	106,576	111,905	10/1/2019
Deputy Finance Director	9,407	9,878	10,372	10,890	11,435	112,888	118,532	124,459	130,687	137,216	10/1/2019
Deputy City Manager	9,208	10,193	10,703	11,238	11,800	116,494	122,319	128,435	134,857	141,599	10/1/2019
Development Services Director/ Building Official	9,208	10,193	10,703	11,238	11,800	116,494	122,319	128,435	134,857	141,599	10/1/2019
Finance Director	9,208	10,193	10,703	11,238	11,800	116,494	122,319	128,435	134,857	141,599	10/1/2019
Planning and Community Services Director	10,427	10,948	11,496	12,070	12,674	125,123	131,379	137,948	144,846	152,088	10/1/2019
Assistant City Manager/ Administrative Services Director	11,103	11,658	12,241	12,853	13,495	133,230	139,892	146,886	154,231	161,942	10/1/2019
Public Works Director/Engineer	11,103	11,658	12,241	12,853	13,495	133,230	139,892	146,886	154,231	161,942	10/1/2019
Executive											
City Manager/Exec. Dir. CDA					15,929					\$ 191,148	7/1/2018
Part Time (Part-Time rates are stated per hour)											
Parks Maintenance Worker	18.87					n/a					10/1/2019
Student Intern - College Student	13.50	14.50	15.50	16.50	17.50						1/1/2020
Student Intern - Grad Student	17.50	18.50	19.50	20.50	21.50						1/1/2020
Effective the first full pay period following July 1, 2020 - Additional 3% COLA to Base Pay											
Effective the first full pay period following July 1, 2021 - Additional 2.5% COLA to Base Pay											
Longevity Pay - Employees are eligible to receive longevity based on continuous years of full-time employment according to the dates and rates below:											
Completion of 5 years - 2.5% of base salary											
Completion of 10 years - additional 2.5% for a total of 5% of base salary											
Per SEU MOU/Management Resolutions dated 7/1/19 - 6/30/22											
These rates may be modified by publicly approved negotiated benefits under Meyers-Millias Brown Act											

Attachment B

CITY CONTRIBUTION TO MEDICAL INSURANCE

Family Unit	Effective July 2018	Effective 2019
Employee Only	\$ 619	\$ 632
Employee Plus 1	\$1,182	\$1,208
Employee Plus 2 or more	\$1,691	\$1,727