

Agreement Between

LOCAL 1021

**City of Sonoma**

and

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION**

SEIU

January 1, 2015 – June 30, 2017

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SONOMA AND  
THE CITY OF SONOMA EMPLOYEES' ASSOCIATION/SEIU 1021  
JANUARY 1, 2015 THROUGH June 30, 2017**

ARTICLE 1 PREAMBLE

This Memorandum of Understanding is made and entered into between the City Council of the City of Sonoma, hereinafter referred to as "the City" and the City of Sonoma Employees' Association/SEIU 1021, hereinafter referred to as "the Association," pursuant to California Government Code, Sections 3500 et seq., and the City's Personnel Policies and Resolution. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work, and other terms and conditions of employment.

ARTICLE 2 RECOGNITION

1. The City of Sonoma recognizes the Association as the recognized and exclusive representative for the following classifications:

<b>Administrative Clerk</b>	<b>Administrative Assistant</b>	<b>Management Analyst</b>
<b>Plans Examiner</b>	<b>Building Inspector</b>	<b>Assistant Planner</b>
<b>Associate Planner</b>	<b>Accounting Technician</b>	<b>Water Operations Supervisor</b>
<b>Maintenance Worker I, II, III</b>	<b>Maintenance Worker III- Foreman</b>	<b>Stormwater Specialist</b>

2. This recognition is exclusive of (1) management employees, (2) administrative employees, (3) temporary employees, (4) elected officials, (5) contract employees, (6) at will employees, and (7) part-time employees.

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

ARTICLE 3 JOB DESCRIPTION UPDATES

The City will review and update the job descriptions for all positions in City service including those represented by SEIU by June 30, 2016.

ARTICLE 4 SEVERANCE

1. If any provision of the agreement 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 the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable, the City and the Association 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 agreement and shall not in any way modify or impact the remaining provisions of the existing Memorandum of Understanding.

ARTICLE 5 SOLE AGREEMENT

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies, which are subject to the meet and confer obligation as agreed to by the parties.

2. The City and Association agree that if any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act is found outside this Memorandum of Understanding and in conflict thereof, then this Memorandum of Understanding shall prevail.

3. If, during the term of the Memorandum of Understanding, the parties should mutually agree to modify, amend, or alter the provisions of this Memorandum of Understanding in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of the Memorandum of Understanding and subject to its terms.

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

#### ARTICLE 6 CONCLUSIVENESS

The City and the Association agree that during the negotiations which resulted in this Memorandum of Understanding, 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 agreement, the City and the Association shall not be obligated to meet and confer on any matter:

- (a) if not specifically referred to as open for further negotiation in this Memorandum of Understanding;
- (b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
- (c) whether or not the matters were proposed and later withdrawn during negotiations.

#### ARTICLE 7 FULL FORCE AND EFFECT

1. All wages, hours, and terms and conditions of employment, which are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this Memorandum of Understanding, shall remain in full force and effect during the term of this Memorandum of Understanding unless changed by mutual agreement.

2. The City and the Association will abide by the Meyers-Milias-Brown Act where and when it applies to employees represented by the Association.

#### ARTICLE 8 MANAGEMENT RIGHTS

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 employee
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. to 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
18. exercise complete control and discretion over its organization and the technology of performing its work

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.

Section A: The Association 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 the Memorandum.

Section B: 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 Memorandum, and such decision making shall not be subject in any way, directly or indirectly, to the grievance procedure. It is understood that if the Association alleges a specific violation of the MOU, or extrinsic law those specific violations are subject to the grievance procedure.

Section C: 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 the Memorandum, 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 9 LABOR MANAGEMENT COMMITTEE (LMC)

1. To promote labor-management cooperation and communication and to resolve non-disciplinary disputes, Association and the City agree to form a committee comprised of no more than two members of management and two members of the Association who receive paid release time.

2. The Committee will meet as needed but no more than quarterly and only when a meeting agenda has been established one week prior to the established meeting date. The LMC is not intended to supersede any processes, rights or obligations otherwise provided in the Collective Bargaining Agreement.

#### ARTICLE 10 HOURS OF WORK

1. Work Week: The normal workweek shall be forty (40) hours, allowing for a flexible schedule as agreed to by department head and employee.

2. 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 department head and employee.

3. Meal Time: Mealtime may consist of one (1) hour or one-half hour, at the sole discretion of the department head.

4. Rest Periods: Rest periods will normally be provided to employees 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 11 OVERTIME

1. Hours Paid: Overtime shall be paid after forty (40) hours worked in a week, exclusive of mealtime. Vacation, sick leave, alternate sick leave and compensatory time used during the week shall be included in the calculation of the forty (40) hours.

2. Overtime Compensation: Employees shall be paid overtime at the rate of time and one-half their regular rate of pay. All overtime shall be recorded and paid on the basis of fifteen (15) minute increments, such that for each full 15-minute period worked, the employee shall be compensated for one-quarter hour of overtime.

3. Double Time: Employees, who are required to work overtime on Sundays or holidays shall be paid at twice their normal hourly rate for all time worked. Employees who work more than twelve (12) hours in any twenty-four (24) hour period shall be paid at the rate of double their regular rate of pay.

4. Call out Pay: The City agrees to pay a minimum of three (3) hours overtime to any employee called in to work after their regular hours. The order of call out shall be set by the department head and shall be based on employees' proximity to the City, availability for work and qualifications for the assignment.

5. Stand-by Pay: The City agrees to pay any employee who is ordered in writing to stand by in case of an emergency at the minimum wage rate for that time for which the employee is required to be available.

## ARTICLE 12. SALARY

1. Effective the first full pay period in January 2015, following implementation of the MOU, Association employees shall receive a base salary increase of three and one-half percent (3.5%).

2. Effective the first full pay period in January 2016, Association employees shall receive a base salary increase of three and one-half percent (3.5%) and make an additional one-half percent (.5%) contribution to the City cost of pension benefits as outlined in Article 16 RETIREMENT.

3. Effective the first full pay period in January 2017 Association employees shall receive a base salary increase of three and one-half percent (3.5%) and make an additional one-half percent (.5%) contribution to the City cost of pension benefits as outlined in Article 16 RETIREMENT.

## ARTICLE 13 LONGEVITY PAY

The City agrees to pay two and one-half percent (2 1/2%) to all represented personnel who have been employed on a full-time regular basis for a period of five (5) consecutive years as regular employees and an additional two and one-half percent (2 1/2%) for all represented employees who have been employed as full time regular employees for a period of ten (10) consecutive years.

Employee's date of hire for purposes of longevity pay shall be the first day of employment with the City as a full time regular employee.

## ARTICLE 14 OUT OF CLASSIFICATION PAY

An employee 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 5% increase over the employee's base wage rate. Out of class pay will take effect after the employee works at least two full pay periods in the out of class position and if the out of class position is an authorized, budgeted position.

## ARTICLE 15 TOTAL COMPENSATION SURVEY

The City will initiate a total compensation survey with comparable municipalities in the region by July 1, 2016. The results of this survey will be shared with the Association via the Labor Management Committee.

## ARTICLE 16 RETIREMENT

1. Employees who were hired on or before December 31, 2012 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. Employees shall also be provided the sick leave conversion benefit and the 1959 survivor's benefit as defined in the PERS handbook.

- a. Effective the first full pay period following January 1, 2014, employees eligible for the CalPERS 2% at age 55 retirement formula shall pay 7% of salary to fund the employee share of the pension.
- b. Effective the first full pay period following January 1, 2016 employees eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one-half percent (.5%) of persable compensation toward the City's cost of pension benefits for a total of seven and one-half percent (7.5%) contribution to CalPERS.
- c. Effective the first full pay period following January 1, 2017 employees eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one-half percent (.5%) of persable compensation toward the City's cost of pension benefits for a total of eight percent (8%) contribution.

2. Employees 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:

- A new defined benefit formula of 2% at age 62 for employees who first become members of CalPERS on or after January 1, 2013.
  - The final compensation based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.
- a. Employees subject to PEPRA provisions shall contribute 50 percent of the total annual normal cost of their pension benefit to the pension plan as determined by the City's CalPERS actuary.
  - b. Effective the first full pay period following January 1, 2016 employees subject to PEPRA provisions shall contribute the amount described in subparagraph a. plus an additional one-half percent (.5%) of persable compensation toward the City's cost of pension benefits.
  - c. Effective the first full pay period following January 1, 2017 employees subject to PEPRA provisions shall the amount described in subparagraph a. above plus an additional one-half percent (.5%) of persable 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 subparagraph a.

#### ARTICLE 17 IMPLEMENTATION OF INTERNAL REVENUE CODE SECTION 414 (h)(2)

Association employees' contributions to CalPERS described in Article 16 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 18 SICK LEAVE

1. Sick leave with pay is not a right, which an employee may use at his discretion, but shall be allowed only in case of necessity. Sick leave used for purposes other than legitimate illness of the employee, as allowed by City policy, constitutes an abuse of privilege and is dishonest. Abuse or improper use of sick leave will subject the employee to disciplinary action including possible dismissal.

2. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor prior to the time set for beginning his daily duties or as may be specified by the head of his department. The department head may at any time require evidence of illness. After a sick leave absence of three days or more, the employee may be required to submit a physician's certificate stating the diagnosis, prognosis and the date the employee may return to work. In some instances, the employee may be required to submit a release form from his physician before returning to work. A physician's certificate is a written document signed by a licensed physician relative to an employee's illness. The employee 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.

3. Sick leave shall be granted at the rate of 8 hours for each calendar month of service. There is no limit on accumulated sick leave.

4. Represented employees 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 employee'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 an employee choose not to use the forty-eight (48) hours of alternate leave during the calendar year, the hours will be credited toward the employee's sick leave accumulation and will be subject to the same policies as other sick leave.

5. The City will purchase one-half of the current calendar year's unused alternate leave [if requested by the employee] to a maximum of 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.

6. Employees covered under this Memorandum of Understanding who, after ten years of service, are separated from the service due to industrial disability 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.

7. Employees 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 employee participate in the Public Employee's Retirement System during such an absence.

8. Sick leave with pay will not be granted to any employee who has served less than six (6) months in the service of the City.

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

10. The City will comply to the best of its ability with Labor Code Section 233 concerning "Kin Care".

#### ARTICLE 19 VACATION

1. Regular employees shall be entitled to vacation leave with pay after having served six months.

2. Earned Vacation: Each eligible employee shall accumulate annual vacation at the rate applicable to his employment status as follows:

From date of hire to the completion of year three - 6.67 hours per month;

From day one of year four to the completion of year five - 8 hours per month;

From day one of year six to the completion of year ten - 11.33 hours per month;

From day one of year eleven to the completion of year fifteen - 12.67 hours per month;

From day one of year sixteen - 14.67 hours per month.

Employee's date of hire for purposes of vacation accruals shall be the first day of employment with the City as a full time regular employee.

3. On the fifth anniversary of the employee's date of hire, there will be a forty (40) hour vacation bonus granted on a one-time only basis, and a one-time only forty (40) hour bonus on the employee's fifteenth anniversary. Employee's date of hire for purposes of the vacation bonus shall be the first day of employment with the City as a full time regular employee.

4. Vacation may be taken on the first day following the completion of six months of service subject to scheduling considerations and at the sole discretion of the department head.

5. If an employee does not take all of his accrued vacation within an accrual year, the balance may be carried forward to the next year. The maximum accumulation of vacation leave shall be double the amount of vacation time earned by the employee in a twelve (12) month period. If, when an employee reaches their maximum accrual limit, and circumstances prevail due to workload or personal scheduling which precludes employee from taking vacation time, the City Manager, at his or her sole discretion, may consider extending the cap on accrual on a case-by-case basis.

6. Employees who terminate or retire shall be paid a lump sum for all unused vacation leave accrued prior to the effective date of separation.

7. If employee puts in for vacation and is denied due to staffing it can stay on books even if they have achieved maximum accrual, but to be used as soon as allowed.

8. Employees 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 employee has a minimum remaining vacation balance of eighty (80) hours following payment. An employee wishing to sell back vacation will enter on his/her time card the appropriate number of hours the employee wants to sell back. The sell back shall be paid separate and apart from the normal paycheck. Pay out on the sell back hours will be paid with the following paycheck. The vacation sell back option is only available once a fiscal year for each employee.

## ARTICLE 20 SCHEDULING PAID LEAVE

Paid leave may be applied for by submitting a request to the department head. No time will be advanced. The responsibility for scheduling paid leave is solely the employee's. Requests shall be granted by the department head based upon legitimate operating needs and shall not be unreasonably denied. Changes to the leave schedule during the year shall be subject to the approval of the department head or his designee.

## ARTICLE 21 HOLIDAYS

1. Employees covered by this Memorandum of Understanding are normally paid eight (8) hours for each of the following holidays:

- January 1 - New Years Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February - Presidents' Day
- Last Monday in May- Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- Second Monday in October- Columbus Day
- November 11- Veterans' Day
- Fourth Thursday in November- Thanksgiving Day
- The day following Thanksgiving
- December 25 – Christmas
- One Floating holiday, to be scheduled as outlined in Article 20
- Every day proclaimed by the Mayor as a holiday

2. Employees covered by this Memorandum of Understanding are normally paid four (4) hours for the afternoon of December 24 – Christmas Eve

3. Due to certain holidays falling on a weekend Christmas Eve holiday [4 hours paid leave] will be acknowledged on the day closest to Christmas Eve.

4. Employees whose normal schedule does not include any of the above mentioned holidays may arrange to take a different eight (8) hours off, or four hours (4) off for Christmas Eve, during the pay period in which the holiday occurs.

5. Maintenance Worker III-Foreman and Water Operations Supervisor shall receive four (4) additional floating holidays per year, to be scheduled as outlined in Article 20.

## ARTICLE 22 MILITARY LEAVE

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

## ARTICLE 23 JURY LEAVE

Jury Duty Leave shall be amended to place a cap on paid jury duty leave of two work weeks. Greater jury duty benefits may be awarded by the City Manager on a case-by-case basis.

## ARTICLE 24 BEREAVEMENT LEAVE

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

## ARTICLE 25 COMPENSATORY TIME OFF

Employees shall be allowed to accumulate a maximum of 240 hours of compensatory time in lieu of overtime pay. Compensatory time may be taken as requested by the employee, provided the request does not unduly disrupt department operations. Employees may request payment for accrued compensatory time by submitting a request in writing to the Payroll Department. 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 26 HEALTH INSURANCE

1. The City agrees to pay a maximum dollar amount towards the health premium for employee and dependents as follows:

Employee = \$559.00  
Employee+1 = \$1,077.00  
Employee+Family = \$1,541.00

2. The City will pay for dental/orthodontic insurance through Redwood Empire Municipal Insurance Fund for the employee and dependents.

3. Vision coverage will be paid by the City for the employee and dependents.

4. All covered employees except Maintenance Worker III-Foreman and Water Operations Supervisor shall receive, at City expense, \$25,000 in term life insurance and an additional \$2,000 in accidental death and dismemberment. Maintenance Worker III-Foreman and Water Operations Supervisor shall receive, at City expense, \$100,000 in term life insurance.

5. The City agrees to provide employees with long-term disability insurance with all premiums paid by the City. The waiting period for long-term disability benefits shall be 60 days.

6. There shall be no City required elimination period for newly hired employees to become eligible for insurance coverage. There may be elimination period requirements imposed by the insurance providers, which shall be followed.

7. The City, at its cost, agrees to 90 days of health insurance coverage to any employee who is laid off pursuant to existing ordinances and policies. The cost for such coverage shall be limited to the premiums charged pursuant to the City's normal health insurance program and will not include any insurance other than the health coverage. The coverage shall include any dependents included in the employee's health coverage that was in effect prior to the lay off of the subject employee. The City also recognizes its responsibilities under federal law pertaining to the provision of health insurance coverage to separated employees who wish to maintain health coverage through the City at the sole expense of the separated employee.

8. The City agrees to pay fifty (50) percent of the amount that the City would normally pay for health insurance to the employee, if the employee provides proof of coverage under an alternate policy. The employee may be required to provide proof of insurance at any time at the discretion of the City. Payments will be made in June (50%) and December (50%).

#### ARTICLE 27 UNIFORMS

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

2. Replacement of uniforms shall be of good quality and will be provided by the City at the sole discretion of the department head.

3. 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 pairs of shorts to each employee who requests them. The department head shall select the style and quality of shorts.

#### ARTICLE 28 LEAVE OF ABSENCE

1. The City Manager may grant a regular or probationary employee a leave of absence without pay, seniority or credit for a period not to exceed three months. The department head may grant leave without pay up to one week.

2. All requests for a leave without pay 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. An employee who is granted a leave without pay shall return to his former position upon expiration of the leave. Failure to report back to work shall result in immediate dismissal.

#### ARTICLE 29 PROBATION

All employees covered under this Memorandum of Understanding shall have a probation period of twelve (12) months. The probation period may be extended to twice the designated period based on the recommendation of the department head with the approval of the City Manager.

#### ARTICLE 30 DEFERRED COMPENSATION

The City agrees to allow full-time regular employees covered by this Memorandum of Understanding to participate in a deferred compensation program to be designated and administered by the City. The City shall contribute twenty-five (25) dollars per pay period for each represented employee. It is understood that the twenty-five (25) dollar contribution is being made on behalf of the employee and does not require an additional twenty-five (25) dollar contribution by the employee.

#### ARTICLE 31 EDUCATION

The cost of tuition, textbooks and supplies incurred by employees for approved courses shall be reimbursed by the City subject to the City Manager's approval. 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. The cost of both the initial and reoccurring licenses and certificates required or recommended by the department will be reimbursed by the City.

#### ARTICLE 32 ANNIVERSARY DATE

The City agrees to utilize an employee's anniversary date for the purposes of vacation accrual, sick leave accrual and longevity. The anniversary date is defined as the first day of employment with the City as a full time, regular employee.

#### ARTICLE 33 LAY-OFF POLICY

In the case of lay-off during the term of this Memorandum, the City agrees to provide three months severance pay. The City also agrees to provide any employee subject to lay-off ninety (90) days of Health Insurance Coverage as outlined in Article 22 Section 7. This coverage is for Health insurance and not intended to include any insurance provisions in addition to Health coverage.

#### ARTICLE 34 AGENCY SHOP

##### A. Agency Fee Obligation

All permanent, non-probationary, non-management employees who are represented by SEIU, Local 1021, shall, as a condition of continued employment in the City become a member of the Union or pay the Union an agency fee. A Unit employee may authorize payroll deduction for the amount of the agency fee. If the bargaining Unit employee has not authorized a payroll deduction within fifteen (15) days from the date of commencement of assigned duties within the bargaining Unit the City shall immediately begin automatic payroll deductions.

##### B. Agency Fee Exemption

If an employee represented by SEIU, Local 1021, sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay the agency fee. In lieu of paying the agency fee, the employee shall pay a charitable contribution equal to one of the following charitable organizations: (1) United Way of Sonoma County or (2) Sonoma Community Center. The charitable contribution shall be paid in the amounts and at the times the agency fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide the City and the Union with an acknowledgement of receipt on a monthly basis from the charitable organization or other satisfactory evidence that the charitable contribution has been paid.

C. City's Obligations

If the Union notifies the City in writing that a Unit member has not executed a payroll deduction authorization form, the City shall immediately begin automatic payroll deduction.

The City shall not be obligated to make the payroll deductions described in this Article during any period when an employee is in unpaid status, or does not have enough earnings to pay the fees. Notwithstanding any other provision in this Article, an employee's failure to make sufficient earnings to pay the agency fee does not constitute grounds for termination.

D. Union's Obligations

The agency fee payment shall be established annually by the Union, provided that this agency shop agency fee will be used by the Union only for the purposes of collective bargaining, contract administration, and matters authorized by law. Such agency fee shall in no event exceed the regular, periodic membership dues paid by Union members.

The Union will comply with all applicable agency fee laws and regulations. Annually, the Union will provide agency fee payers an explanation of the fee and sufficient financial information to enable the agency fee payer to gauge the appropriateness of the fee. The Union will provide agency fee payers a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provisions for an escrow account to hold amounts reasonably in dispute while challenges are pending. The Union shall make available to agency fee payers a copy of the procedure for deciding any challenge to the amount and/or the Union's use of the agency fee.

E. Indemnification

The Union shall indemnify and save 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 provision.

ARTICLE 35 CONTRACTING OUT

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

ARTICLE 36 TERM

The term of this Memorandum of Understanding shall commence on January 1, 2015 and expire on June 30, 2017. Concessions and increased benefits take effect the first full pay period following implementation of this Agreement or as soon thereafter as is jointly practicable.

ARTICLE 37 RULES AND REGULATIONS

The rules and regulations as they exist now or as they may be amended shall be applicable unless superseded by any provision of this agreement:

1. City of Sonoma Personnel Resolution No 73-81
2. Drug and Alcohol Abuse Policy in City of Sonoma Resolution 4-96
3. Disciplinary Appeals Process in City of Sonoma Resolution 4-96
4. Grievance Procedure of City of Sonoma Employees dated July 1, 1997
5. Sexual Harassment Policy dated March 2, 1994
6. Catastrophic Leave Policy

ARTICLE 38 SALARIES, WAGES, TERMS AND CONDITIONS

All other items regarding salaries, wages, terms and conditions of employment not modified by this Memorandum shall be in full force and effect during the term of this Memorandum of Understanding.

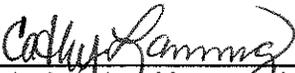
The parties to this agreement shall allow any changes, revisions, and amendments to existing resolutions, ordinances, agreements, and administrative procedures or the adoption of new resolutions, ordinances, and administrative procedures necessary for the implementation of any changes in conditions of employment contained herein.

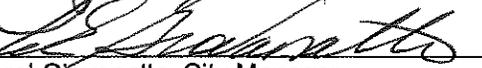
The foregoing represents the full and complete understanding of the parties to the Memorandum of Understanding.

ARTICLE 39 RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the Sonoma City Council and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

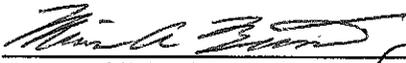
**CITY OF SONOMA**

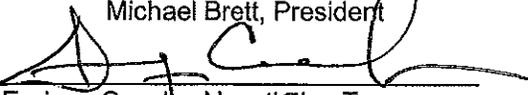
  
Cathy Lanning, Manager Administrative Services

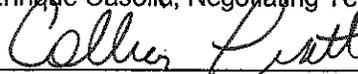
  
Carol Giovanatto, City Manager

12-1-2014  
Date

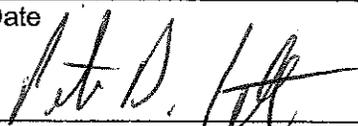
**CITY OF SONOMA  
EMPLOYEES ASSOCIATION/SEIU**

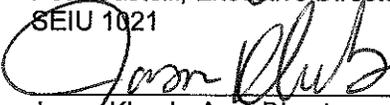
  
Michael Brett, President

  
Enrique Casolla, Negotiating Team

  
Colleen Pratt, Negotiating Team

  
Lorenzo Sotelo, Business Agent, SEIU 1021

Date  
  
Pete Castelli, Executive Director Date  
SEIU 1021

  
Jason Klumb, Area Director Date  
SEIU 1021

CITY OF SONOMA  
CATASTROPHIC LEAVE POLICY

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

1. 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.
2. The following conditions must be met to be eligible for Catastrophic Leave:
  - A. There must be a verifiable serious illness or injury to the employee, his/her spouse or dependent child.
  - B. The employee must exhaust all useable leave time.
  - C. The employee must have successfully completed at least one full year of full time regular employment in an allocated position for the City of Sonoma.
  - D. The employee must receive the recommendation of his/her department head and the approval of the City Manager.
  - E. The employee must have an acceptable sick leave use history as determined by the department head.
3. Catastrophic Leave may be granted for a maximum of 340 hours, with the option of a 340 hour extension where justified.
4. The decision of the department head to deny Catastrophic Leave may be appealed to the City Manager within 10 calendar days of the decision. The decision of the City Manager shall be final.
5. Catastrophic Leave shall not be used in conjunction with any long or short-term disability insurance, or retirement benefits.
6. While an employee is on Catastrophic Leave using donated hours, the employee shall not accrue any vacation or sick leave.
7. Employees may donate, to a specific employee, vacation, alternate/family sick leave, or compensatory leave. An employee may also donate a maximum of 24 hours of sick leave on the condition that the employee has sufficient sick leave time on the books to maintain 60 days of sick leave after the donation. Donors and hours shall be maintained as confidential payroll information.
8. Leave must be donated in increments of whole hours with an eight-hour minimum.

9. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time.

10. The City shall continue to pay the cost of all medical insurance for an employee on Catastrophic Leave.

11. The donations will be converted to sick leave hours on an hour-by-hour basis and posted to the recipients sick leave balance. All unused donated hours remaining in the recipient's sick leave balance when he/she returns to work will be retained by that employee for future use.

12. Employee organizations and/or individual employees will be responsible for securing donations for specific employees entitled to Catastrophic Leave. Employees wishing to donate leave hours must complete a Catastrophic Leave Transfer form, which is available at City Hall.

13. The Payroll Department will administer the program, accounting for the donation and disbursement of catastrophic leave donations

SIDE LETTER

December 1, 2014  
Lorenzo Sotelo  
Business Agent, SEIU 1021

RE: SIDELETTER AGREEMENT BETWEEN THE CITY OF SONOMA (CITY) AND SEIU LOCAL 1021 (UNION) - INTENT TO CONDUCT JOINT DISCUSSIONS IN DETERMINING COMPARABLE CITIES AND JOB POSITIONS FOR INCLUSION IN THE TOTAL COMPENSATION SURVEY

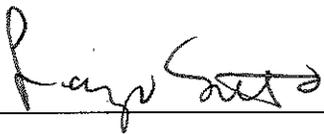
Dear Lorenzo:

In FY 2014 – 2015 contract negotiations between the City of Sonoma (City) and SEIU Local 1021 (Union) it was agreed that the City would complete a total compensation survey by the end of the current contract on June 30, 2017.

The purpose of this side letter is to document the intent of both the City and the Union to jointly discuss the comparable cities and job positions to be used in the total compensation survey referenced above. To give adequate time for discussion, the City and the Union will begin discussions regarding comparable cities no later than January 30, 2016. Data collection for the total compensation survey will begin on July 1, 2016.

This side letter shall expire on July 1, 2017.

Your signature below indicates agreement.

  
Date 12.19.14

Lorenzo Sotelo  
Business Agent, SEIU Local 1021

  
Date 1/6/2015

Carol Giovanatto  
City Manager, City of Sonoma