

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF SONOMA
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

JULY 1, 2022 THROUGH JUNE 30, 2025

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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. New Employees: The City shall notify the Union of a new employee's expected first day of work at least five (5) calendar days in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonable foreseeable. At the time of on-boarding, the Union shall be given thirty (30) minutes to meet with the new employee. The City shall grant one (1) hour of paid release time for two (2) Union Stewards to attend the meeting.

- B. Union Stewards: The Union shall, by written notice to the Human Resources Manager, provide a list of designated 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. Negotiations shall be limited to three stewards.
- C. Right to Representation: Whenever an employee is required to meet with a supervisor or other management official and the employee reasonable anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have one Union Steward present upon request.
- D. Access to Work Locations: Access to employee work locations is granted to Union 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.
- E. 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.
- 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.
- G. Membership: The City shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

Deductions for dues, COPE or other Union-sponsored program shall start the first full pay period after the City receives notification of the authorization. The City shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the City. The City shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions. Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues. The City shall honor any changes to membership dues deduction amounts provided by the Union. The Union shall not be required to provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

The City shall produce to SEIU Local 1021's Membership on a quarterly basis, or upon request, an electronic file containing the following information (if collected) for all current employees covered by this Agreement: Full Name (first, middle, last, suffix); Job title; Department; work locations; Telephone Numbers, including cellphone, home phone and work phone, Personal email address; and Home Address.

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 eight percent (8%).
 - 3. Effective the first pay period following July 1, 2023, and the first pay period following July 1, 2024, the salary schedule shall be adjusted by the lesser of the following, not to be less than two percent (2%) or to exceed two point five percent (2.5%):
 - a. The Consumer Price Index (CPI-U) for the West Region (as found on the U.S. Department of Labor, Bureau of Labor Statistics web site) for March to March of the previous year; or
 - b. The City's revenue change as measured by revenue receipts on June 30th.
 - c. Should the City's Transient Occupancy Tax (TOT) revenue from the period of March to March come in 2% below the same period in the preceding year,

the parties will meet to discuss whether the planned modifications to the salary schedule are appropriate. These negotiations shall stay the increase referenced in section 1.b., above, and will commence not later than June.

4. During the term of this contract, the City will conduct a total compensation study. Should the median total compensation be more than five percent (5%) below comparable cities, the Parties shall meet to negotiate.

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.

F. Professional Credentials:

Effective October 1, 2022, Eligible Unit Members shall receive special compensation for possession of approved Professional Credentials as set forth below.

1. Special Compensation

Eligible Unit Members shall be paid in each pay period at a rate of either:

- a. \$50.00 for possession of one (1) Approved Professional Credential; or
- b. \$100.00 for possession of two (2) or more Approved Professional Credentials.

2. Professional Credentials

a. Approved

- (1) State Water Resources Control Board, Distribution Operator Grade 2 Certification
- (2) State Water Resources Control Board, Treatment Operator Grade 1 Certification
- (3) International Society of Arboriculture, ISA Certified Arborist
- (4) National Recreation and Park Association, Certified Playground Safety Inspector

b. Process to Add a Professional Credential to the Approved List

A Unit Member may request that a professional credential be added to the approved list (above) by submitting a written request to the City Manager. The City Manager may, at their sole discretion, approve the request upon finding that the proposed professional credential reflects:

- (1) achievement of a level of technical expertise and satisfaction of rigorous examination procedures comparable to other approved professional credentials; and
- (2) expertise in a field that directly relates to the City's mission and the efficient delivery of municipal services.

3. Eligible Unit Members

a. An Eligible Unit Member is one who:

- (1) serves in a classification for which possession of an Approved Professional Credential is not required; and
- (2) has submitted satisfactory evidence (e.g. a legible photocopy of the certificate issued by the credentialing entity) of a valid Approved Professional Credential to the City Manager's Office.

b. Expiration and Revocation, Duty to Notify

- (1) Unit Members must provide immediate notice to the City when any Professional Credential for which special compensation is provided is revoked by the issuing entity, or is otherwise invalidated prior to its original stated expiration. Failure to discharge this duty may be cause for disciplinary action.
- (2) Special compensation shall terminate beginning the next full pay-period following the date of expiration, revocation, or invalidation of the associated Professional Credential.

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 upon ratification, the City's maximum contribution toward benefits premiums shall be as follows:
 - a. \$708 Employee
 - b. \$1,415 Employee + 1
 - c. \$2,002 Employee +2 or more
 - 3. Each July 1 thereafter, the Parties shall cost share increases in premiums based upon the Kaiser plan 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

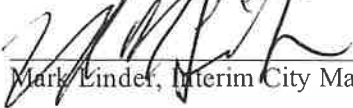
The City will notify the Union at least thirty (30) days prior to any decision to contract out any public service provided by any classification represented by the Union. A meet and confer with the Union will take place within ten (10) days of notification.

ARTICLE 27: TERM

- A. This Memorandum of Understanding shall remain in full force and effect from July 1, 2022 through and including June 30, 2025.

CITY OF SONOMA


Cathy Lanring,
Human Resources Manager


Mark Lindel, Interim City Manager


5/3/23
Date

CITY OF SONOMA
EMPLOYEES ASSOCIATION/SEIU


Michael Brett, Negotiating Team

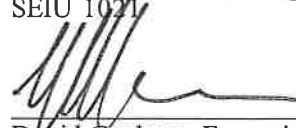

Tommy Plume, Negotiating Team


Erica Warren, Negotiating Team


Michael Viforia, Field Representative,
SEIU 1021

3/14/23
Date


Andrea Zanetti, Regional Director
SEIU 1021


David Canham, Executive Director
SEIU 1021

Attachment A SALARY SCHEDULE

CITY OF SONOMA
Effective August 26, 2022**
Assignment of Classifications to the Salary Schedule

		Monthly					Annual				
		A	B	C	D	E	A	B	C	D	E
General											
General	Accounting Technician	5,878	6,172	6,461	6,805	7,143	70,539	74,064	77,729	81,658	85,741
General	Administrative Assistant (Misc)	5,377	5,646	5,929	6,225	6,536	64,530	67,756	71,144	74,701	78,436
General	Administrative Assistant (Police)	5,377	5,646	5,929	6,225	6,536	64,530	67,756	71,144	74,701	78,436
General	Administrative Assistant (PW)	5,377	5,646	5,929	6,225	6,536	64,530	67,756	71,144	74,701	78,436
General ***	Administrative Clerk (Police)	4,573	4,800	5,042	5,294	5,559	54,880	57,624	60,505	63,531	66,707
General ***	Assistant Planner	6,961	7,309	7,675	8,059	8,462	69,536	73,113	76,899	80,799	84,818
General	Associate Planner	8,220	8,631	9,063	9,516	9,992	81,642	85,574	89,752	94,180	98,859
General	Building Inspector I	6,828	7,170	7,528	7,905	8,300	81,939	85,026	88,318	91,855	95,539
General ***	Building Inspector II	7,908	7,884	8,278	8,692	9,126	90,100	94,605	99,336	104,302	109,517
General	Development Services Supervisor	6,185	6,494	6,819	7,159	7,517	74,215	77,926	81,822	85,903	90,200
General	Environmental Compliance Analyst	6,961	7,309	7,675	8,059	8,462	69,536	73,113	76,899	80,799	84,818
General	Maintenance Worker II (Streets)	4,873	5,117	5,373	5,641	5,923	58,479	61,403	64,473	67,696	71,081
General	Maintenance Worker II (Water)	4,873	5,117	5,373	5,641	5,923	58,479	61,403	64,473	67,696	71,081
General	Maintenance Worker II (Parks)	5,361	5,629	5,910	6,205	6,516	64,326	67,542	70,920	74,465	78,189
General	Maintenance Worker II (Streets)	5,361	5,629	5,910	6,205	6,516	64,326	67,542	70,920	74,465	78,189
General	Maintenance Worker II (Water)	5,361	5,629	5,910	6,205	6,516	64,326	67,542	70,920	74,465	78,189
General	Management Analyst	5,878	6,172	6,461	6,805	7,143	70,539	74,064	77,729	81,658	85,741
General	Permit Technician I	4,840	5,082	5,326	5,583	5,853	58,077	60,801	64,000	67,322	70,794
General ***	Permit Technician II	5,377	5,646	5,929	6,225	6,536	64,530	67,756	71,144	74,701	78,436
General	Plane Examiner	8,094	8,499	8,924	9,370	9,836	97,129	101,966	107,065	112,439	118,061
General	Public Works Supervisor (Parks)	6,781	7,120	7,476	7,850	8,242	81,373	85,442	89,714	94,200	98,910
General	Public Works Supervisor (Streets)	6,781	7,120	7,476	7,850	8,242	81,373	85,442	89,714	94,200	98,910
General	Senior Maintenance Worker (Cemeteries)	5,897	6,191	6,501	6,826	7,167	70,759	74,297	78,012	81,912	86,008
General	Senior Maintenance Worker (Water)	5,897	6,191	6,501	6,826	7,167	70,759	74,297	78,012	81,912	86,008
General	Water Supervisor	7,120	7,476	7,850	8,242	8,654	85,441	89,713	94,199	98,908	103,854
Administrative/Management											
Management	Accountant	6,720	7,065	7,418	7,789	8,179	80,742	84,779	89,018	93,469	98,142
Management	*** Accounting Manager	8,242	9,179	9,638	10,119	10,625	104,899	110,149	115,651	121,413	127,505
Management	Assistant City Manager/Administrative Services Dir	12,650	13,283	13,947	14,644	15,376	151,809	159,303	167,362	175,790	184,517
Management	Assistant to City Manager	8,469	8,892	9,337	9,804	10,294	101,626	106,707	112,043	117,645	123,527
Management	** City Clerk	9,306	9,782	10,271	10,784	11,323	111,789	117,378	123,247	129,409	135,880
Management	Deputy Finance Director	10,719	11,255	11,817	12,408	13,029	128,625	135,056	141,809	148,899	156,344
Management	* Development Services Director / Building Official	12,167	12,776	13,414	14,085	14,789	146,006	153,307	160,972	169,021	177,472
Management	** Human Resources Manager	9,316	9,782	10,271	10,784	11,323	111,789	117,378	123,247	129,409	135,880
Management	** Planning and Community Services Director	13,009	13,722	14,468	15,248	16,063	156,822	164,663	172,896	181,541	190,618
Management	Public Works Administrative and Project Manager	6,066	6,469	6,892	7,337	7,804	96,786	101,626	106,707	112,042	117,644
Management	** Public Works Director / Engineer	13,915	14,611	15,342	16,109	16,914	166,903	175,333	184,099	193,301	202,960
Management	Public Works Operations Manager	3,493	3,968	4,466	4,989	5,539	113,915	119,611	125,592	131,871	138,465
Management	Senior Management Analyst-Community Activities	8,066	8,469	8,892	9,337	9,804	96,786	101,626	106,707	112,042	117,644
Management	*** Senior Planner	8,469	8,892	9,337	9,804	10,294	101,626	106,707	112,043	117,645	123,527
Executive											
Management	City Manager/Executive Dir Community Development Agency					17,992					215,900
Part-Time Position (Salary steps at Full Time Equivalent)											
Part Time	Deputy City Manager	11,061	11,614	12,195	12,805	13,445	132,720	139,370	146,338	153,655	161,330
Management	** Finance Director	12,167	12,776	13,414	14,085	14,789	146,006	153,307	160,972	169,021	177,472
Part Time ***	Management Analyst	5,874	6,168	6,476	6,800	7,140	70,490	74,014	77,715	81,601	85,681
Part Time	Senior Management Analyst-PIO	8,066	8,469	8,892	9,337	9,804	96,786	101,626	106,707	112,042	117,644
Part Time	Sustainability Coordinator	6,956	7,304	7,669	8,053	8,456	83,476	87,659	92,093	96,834	101,866
Part Time (Part-Time rates are stated per hour)											
Part Time	Parks Maintenance Worker Part Time	21.50					n/a				
Part Time	*** Student Intern - College Student	13.50	14.50	15.50	16.50	17.50	No built-in increase				
Part Time	*** Student Intern - Grad Student	17.50	18.50	19.50	20.50	21.50	No built-in increase				
Council											
Council	Council Member					300					3,600

*** Authorized and NOT Budgeted (not currently filled) for 2022-23

* For the Development Services Director/Building Official, the base salaries shown reflect a 10% compensation adjustment and an 8% COLA adjustment effective July 1, 2022 pursuant to Resolution 77-2022

** For the following positions: City Clerk, Human Resources Manager, Planning and Community Services Director, Public Works Director/Engineer and Finance Director, the base salaries shown reflect a 10% compensation adjustment effective August 17, 2022 pursuant to Resolution 74-2022

Per Management MOU Resolutions 55-2022, dated September 12, 2022, for the period of July 1, 2022 to June 30, 2025
Effective the first full pay period following August 17, 2022 - Management Additional 8% COLA Increase to Base Pay

Per SEIU MOU Resolution 49-2022, dated August 17, 2022, for the period of July 1, 2022 to June 30, 2025
Effective the first full pay period following August 17, 2022 - SEIU Additional 8% COLA Increase to Base Pay

These rates may be modified by publicly approved negotiated benefits under Meyers-Willis Brown Act

Attachment B

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

SIDE LETTER
between the
CITY OF SONOMA
and the
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) 1021
(Holiday Closure)

The City of Sonoma ("City") and the Service Employees International Union 1021 ("Union" or "SEIU") are parties to a collective bargaining agreement that expired June 30, 2022. The Parties are currently bargaining for a Successor Agreement.

1. Effective 2022 and continuing thereafter until terminated as set forth in 2 below:
 - a. The City shall be closed from Christmas Eve through New Years' Day.
 - b. Unit members shall utilize vacation for any day of closure:
 - i. not deemed a Holiday; or
 - ii. covered by a floating holiday (*at the Unit Member's option*).
2. Either Party may terminate this Side Letter by providing written notice to the other Party by April 1. If either Party requests to bargain the matter, the Parties will commence bargaining not later than the month of May.
3. Notwithstanding 1 above, a Unit Member may work during the closure with written preapproval from their Department Head.
4. Nothing in this Side Letter shall preclude the City from placing a unit member on Standby or otherwise engaging in urgent or emergency services

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) 1021

By: 

Date: 8/15/2022

FOR THE CITY OF SONOMA

By: 

Date: 8/16/2022

MEMORANDUM OF UNDERSTANDING
between the
CITY OF SONOMA
and the
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021

(Certification Pay)

The City of Sonoma ("City") and Service Employees International Union, Local 1021 ("Union") are parties to a Memorandum of Understanding.

On August 16, 2022, the City and the Union reached a Tentative Agreement for a Successor MOU with a term of July 1, 2022 through June 30, 2025. As part of that Tentative Agreement, the following language was added to the MOU at Article 10: Compensation:

- F. Professional Credentials:
Effective October 1, 2022, Eligible Unit Members shall receive special compensation for possession of approved Professional Credentials as set forth below.

- ...
2. Professional Credentials
a. Approved
(1) State Water Resources Control Board, Distribution Operator Grade 2 Certification
(2) State Water Resources Control Board, Treatment Operator Grade 1 Certification
(3) International Society of Arboriculture, ISA Certified Arborist
(4) National Recreation and Park Association, Certified Playground Safety Inspector

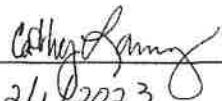
Subsequent to reaching the Tentative Agreement, the Parties realized that under this new language, Maintenance Workers I and II assigned to the water department were not eligible for certification pay as referenced in sections F.2.a.(1) and F.2.a.(2).

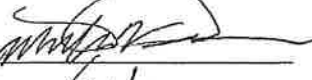
To correct this inadvertent oversight, the City intends to treat those employees working the classifications of Maintenance Worker I and II, and assigned to the Water Department as eligible for certification pay for possession of the above certificates. SEIU is in agreement with this process.

The Parties agree to update this provision in the next round of successor negotiations.

FOR THE CITY OF SONOMA

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021

By: 
Date: 2/1/2023

By: 
Date: 12/21/2022

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