



SIDE LETTER AGREEMENT BETWEEN THE CITY OF
PETALUMA AND THE PETALUMA PROFESSIONAL
AND MID-MANAGERS ASSOCIATION, UNITS 4, 9 & 11
RECRUITMENT INCENTIVES

The City of Petaluma (“City”) and the Petaluma Professional and Mid-Managers Association, Units 4, 9 & 11 (“PPMMA”), are parties to a Memorandum of Understanding effective July 1, 2020 through June 30, 2026 (“MOU”). The Parties now wish to amend the MOU to address the issue of recruitment incentives.

This Side Letter of Agreement (SLA) shall be effective the first full pay period following execution by all parties.

1. The City has utilized a variety of recruitment incentive programs intended to facilitate hiring in positions deemed “hard to recruit” and/or in efforts to attract top talent from other public agencies. Those include one-time incentives such as banks of hours. In addition, the City has provided increased leave accruals based on prior service with the City or service with other public agencies, which PPMMA believes to be inconsistent with the terms of the MOU. The Parties have agreed to the following framework to address service credit for prior service with the City of Petaluma or other public agencies.
2. Amend Sections 6.3, 11.3, 12.2, 13.4, 29.4, 29.5, 29.6, and 29.7 to change “Years of service” to “Years of continuous service with the City of Petaluma.”
3. Add Section 12.3 to the PPMMA MOU:
12.3 As used in this MOU, “Years of Service” means continuous years of service with the City of Petaluma. However, effective upon execution of this Sideletter, at the time of initial appointment, for the purpose of establishing vacation accruals, the City shall credit an employee for prior public service for a city, county, special district, state, or federal government agency. In addition, the City may credit an employee for prior years of comparable service for (a) private sector employers, or (b) public sector employers other than those listed above (e.g., schools, colleges, or universities). Credit for prior service shall be based on the table below and a maximum of five (5) years of credit may be granted. The City Manager or designee shall certify the employee’s prior service and identify the number of years of service for which the employee will receive credit for

placement on the vacation accrual schedule prior to the date of hire.

Actual service	Service credit towards vacation
2.0 to 3.5 Years	1 Year
3.6 to 5.5 Years	2 Years
5.6 to 7.5 Years	3 Years
7.6 to 9.5 Years	4 Years
9.6 or more years	5 Years

4. Any employee hired prior to the execution of this Sideletter who was provided additional vacation accruals based on prior years of public service shall maintain their existing accrual rates, including up to a maximum of five (5) years' credit for prior public service. Any bargaining unit member who is accruing vacation based on more than five (5) years' credit for prior public service shall have their accrual rates reduced to account for only five (5) years of prior public service the first full pay period following execution of this Sideletter.
5. In addition, employees who are PPMMA Unit members as of the date of this Sideletter and who have not already been granted additional service credit for purposes of vacation accrual may request in writing that the City increase their vacation accrual for prior years of public service in a city, county, special district, state, or federal government agency. Credit for current employees shall be subject to the same limitations as set forth in Paragraph 3, above. Employees may submit written requests under this section to the Department of Human Resources between January 1 and January 31, 2024. Requests filed after January 31, 2024 will not be accepted.

Requests must include the following information: (1) a description of the prior public service, including length of service at the employing agency (resume is sufficient), and (2) written confirmation of employment from the agency (e-mail is sufficient) with contact information at the prior employer who can confirm dates of service. The City will confirm the information provided and notify employees of accrual rate increases. Increases in vacation accrual rate under this paragraph shall be prospective only and shall be effective the first full pay period following March 1, 2024.

If an employee is unable to provide written confirmation of employment from a prior employer despite their good faith efforts, the employee may submit evidence of their attempts to procure written confirmation in the form of e-mails sent to the prior employer's human resources department. While the City will also attempt to procure confirmation of employment, unconfirmed prior employment will not be counted for purposes of vacation accrual. Employees must provide adequate time for prior employers to respond and are

encouraged to contact their prior employers sufficiently in advance of the January deadline to avoid issues with confirmation.

- 6. Administrative Leave provided to FLSA Exempt employees shall continue to be pro-rated for employees hired or appointed after July 1 pursuant to MOU Section 16.3. Sick Leave will continue to accrue on a monthly basis pursuant to MOU Section 13.2.
- 7. The Parties agree that the foregoing agreements address the concerns raised in the Unfair Practice Charge filed by PPMMA on December 1, 2023. Accordingly, PPMMA agrees to withdraw that charge with prejudice within thirty (30) days of execution of this agreement.

Petaluma Professional and Mid-Managers Association

DATED: 3/9/2024 _____

DocuSigned by:

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 Vicky Barker, Managing Labor Relations Attorney
 City Employees Associates

DATED: 3/11/2024 _____

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 Brittany Rossi, PPMMA President

DATED: 3/18/2024 _____

City of Petaluma

DocuSigned by:

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 Brian Cochran, Assistant City Manager

DATED: 3/11/2024 _____

DocuSigned by:

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 Charles Sakai, Negotiator