



**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF PETALUMA**

*and*

**PETALUMA PROFESSIONAL AND MID-MANAGERS ASSOCIATION**

**JANUARY 1, 2019 THROUGH JUNE 30, 2020**

**UNIT 11 - CONFIDENTIAL**

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## **PREAMBLE**

The City of Petaluma, hereinafter referred to as the “City” and the Petaluma Professional and Mid-Managers Association, hereinafter referred to as the “Association” have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation Unit 11, and have entered into this Memorandum of Understanding (MOU) pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500, *et seq* of the Government Code of the State of California.

The parties jointly agree to recommend to the City Council of the City of Petaluma the adoption of this Memorandum for the period commencing January 1, 2019 through June 30, 2020.

## **SECTION 1 – TERM OF AGREEMENT**

### 1.1 Effective Date

This Memorandum of Understanding (MOU) shall be effective for the period commencing January 1, 2019 and ending June 30, 2020.

### 1.2 Commencement of Negotiations

It is mutually agreed to begin the Meet and Confer process for a successor Memorandum of Understanding no later than three (3) months before the expiration of this MOU. The process may be initiated by either party through a written request to the other party to commence negotiations and the submittal of potential meeting dates.

## **SECTION 2 – GENERAL PROVISIONS**

### 2.1 Recognition – Association Recognition

Subject to the statutory rights of self-representation under Government Code Section 3503, the Petaluma Professional and Mid-Managers Association is the recognized employee organization for those classifications listed in Exhibit "A – Salary Table."

### 2.2 Recognition – City Recognition

The Municipal Employee Relations Officer of the City of Petaluma, or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City in employer-employee relations.

### 2.3 Compliance with Federal/State Laws

Should any provision of this MOU be rendered illegal or invalid by legislation, decree of a court of competent jurisdiction or other established government administrative tribunal or board, such invalidation shall not affect remaining portions of the MOU.

## **SECTION 3 – ASSOCIATION RIGHTS**

### 3.1 Association Rights – Association Representatives

The City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, investigate grievances, or be present at hearings where matters within the scope of representation or grievances are being considered.

- (A) The use of official time for this purpose shall be reasonable and shall not interfere with the performance of the City services as determined by the City.
- (B) Such employee representatives shall request time off from his/her respective supervisor and coordinate work schedules.
- (C) Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3). However, in order that any given department not be unduly burdened by the release time requirements, in no case shall more than one (1) representative from any particular job classification in the same department be allowed release time pursuant to this section at any given time. If two (2) or more employees request to be excused from any one department pursuant to this section, permission is subject to the approval of the Department Director or his/her designee.
- (D) No employee other than an official representative on release time pursuant to this provision shall attend to or conduct Association business while on duty, nor shall City equipment be utilized for such matters except as specifically authorized by this MOU.

3.2 Association Rights – Bulletin Boards

Authorized representatives of the Association shall be allowed to post Association notices on specified bulletin boards maintained on City premises.

3.3 Association Rights – Access to Work Location

Reasonable access to employee work locations shall be granted to officers of the Association and his/her officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operation of the departments or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

3.4 Association Rights – Use of City Facilities

The Association or authorized representatives of the Association, may with the prior approval of the City, be granted the use of City facilities for meetings of the Association, provided space is available and subject to City operational requirements.

3.5 Association Rights – Advanced Notice

Except in cases of declared emergencies, reasonable advance written notice shall be given to the Association of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and the Association shall be given the opportunity to meet and confer prior to adoption.

- (A) In cases of emergency when the City Council determines that an ordinance, rule, resolution, or regulation within the scope of representation must be adopted immediately without prior notice or meeting and conferring with the Association, the City agrees to



meet and confer within a reasonable and practical time after the termination of the emergency situation.

- (B) During the course of such declared emergencies, the City shall have the sole discretion to act as may be required during the course of the emergency to ensure the provision of what it determines to be adequate and necessary public service, including, if necessary, the authority to temporarily suspend any provision of this MOU. Upon the termination of said emergency, the terms and conditions of the existing MOU will again become effective.

3.6 Association Rights – List of Employees

The City will notify the Association president of the new employee orientation for new employees as soon as possible. New employee orientation occurs as needed depending upon hire date instead of a regularly scheduled event. The City will provide the Association up to thirty (30) minutes of time at the end of the new employee orientation for the Association's representation of information to the employee(s). The City will provide the Association the required employee personal contact information: the name, home address, personal email address, and personal cell phone number. The new employee contact information will be provided to the Association within thirty (30) days after the represented new employee completes their new employee orientation. The City will provide the Association the personal contact information of all employees to the unions at least every one-hundred and twenty (120) days.

The City agrees to provide the name and new classification of those employees whose transfer or promotion places them into the PPMMA within two (2) weeks of their beginning appointment or employment with the City.

3.7 Association Rights – Discrimination, Harassment & Retaliation Prohibited

No employee, official or representative of this Association shall in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Bargaining Unit.

3.8 Association Rights – Political Activity

The political activity of PPMMA employees shall comply with pertinent provisions of State and Federal law.

3.9 Association Rights - Annual Actuarial Valuation

The City will provide PPMMA with a copy of the annual actuarial valuation provided by CalPERS and other relevant correspondence from CalPERS directly relating to the CalPERS contract covering members within ten (10) business days of receipt.

**SECTION 4 – ASSOCIATION DUES DEDUCTIONS**

4.1 Association Dues – Payroll Deductions

Payroll deduction for membership dues shall be granted by the City to the Association.

- (A) Payroll deductions shall be for a specified uniform amount between the employee and the Association and shall not include fines, fees, and/or assessments. Dues deductions shall be made only upon receiving certification from the Association of each employee's individual authorization.

- (B) Authorization, cancellation, or modifications of payroll deduction shall be made upon certification provided or approved by the Association.
- (C) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- (D) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period.
- (E) In the case of an employee who is in a non-paid status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.
- (F) The Association shall indemnify, defend, and hold the City harmless against any claim made against the City and/or any lawsuit initiated against the City on account of Association payroll dues deductions made by the City consistent with Section 4, and any other payments to the Association consistent with this MOU.

## **SECTION 5 – MANAGEMENT RIGHTS**

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent, and standards of services performed; decisions on the methods, means, and personnel by which the City operations and services are to be conducted; and those necessary to exercise control over the City government operations in the most efficient and economical manner practicable and in the best interests of the City residents. All managerial functions and rights to which the City has not expressly modified or restricted by specific provision of this MOU shall remain with the City.

## **SECTION 6 - SALARIES**

### 6.1 Salaries

Effective the first full pay period in July 2018, and concurrent with all members paying an additional one percent (1%) towards PERS retirement, employees shall receive a point seventy-five percent (0.75%) base wage increase.

Effective the first full pay period following approval by the City Council, all unit members shall receive a three percent (3%) base wage increase retroactive to October 21, 2018, which represents half the interval between when the City and Association entered a Tentative Agreement on August 6, 2018 and approval of the MOU on January 7, 2019.

Salary Ranges shall be as specified in Exhibit "A" for Unit 11.

### 6.2 Temporary Assignment Pay

Temporary Assignment Pay shall be provided in accordance with the City's Temporary Assignment Pay policy and shall apply to all members of the Association.

- 6.3 Salary – Emergency Operation Center – Mid-Manager Employees  
Exempt employees who are required to work when called to an activated Emergency Operation Center local emergency shall be paid at their regular hourly rate for all hours beyond their normal workday.
- 6.4 Department Operations Center(s) (DOC’s) – Mid-Manager Employees  
Exempt employees who are required to work when called to an activated Department Operations Center as part of an activated Emergency Operation Center local emergency shall be paid at their regular hourly rate for all hours worked beyond their normal workday.

## **SECTION 7 – SPECIAL COMPENSATION**

- 7.1 Special Compensation – Loss or Damage to Clothing  
City employees may request reimbursement for the loss or damage of his or her clothing that results from work activities. Requests for reimbursement shall be submitted to the Department Director for review and approval. Amounts of reimbursement are at the discretion of the Department Director.
- 7.2 Special Compensation – Safety Footwear  
The City shall pay the cost of all approved safety footwear up to two-hundred dollars (\$200.00) per fiscal year. Replacement of safety footwear shall be on an as-needed basis with approval of the Department Director.
- 7.3 Special Compensation – Bilingual Pay – Spanish  
Eligible employees who are certified for bilingual proficiency in Spanish in accordance with the City’s Bilingual Testing and Certification policy shall receive two hundred dollars (\$200) per month for certification at a high-level proficiency or verbally fluent or one hundred dollars (\$100) per month for certification at an acceptable level proficiency or conversational.
- 7.4 License and Certification Fees  
The City shall reimburse employees of the Public Works and Utilities Department for the actual cost of any license or certification (e.g. State Operator’s Certification) required by the City per the applicable job specification or by the State of California (e.g. Public Health). Such reimbursement does not apply to drivers’ licenses.
- 7.5 Standby Pay – Professional Employees  
An employee assigned standby shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour for every hour the employee actually stands by. No employee shall be paid for standby time and other compensable duty time simultaneously.

When an employee is assigned standby, the employee must be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time as determined by the City for the specific standby assignment, and refrain from activities which might impair his/her ability to perform assigned duties.

Standby assignments shall be rotated as equitably as possible among employees with consideration given for the qualifications and ability of an employee to perform the work. When

possible, standby assignments shall be distributed on a voluntary basis to qualified employees. An employee shall be required to be on standby assignment when it is determined by the City that such assignment is essential to the continuing efficient operation of the City or in an emergency.

Weekend/Holiday: A minimum of one (1) hour at time and a half (1.5) shall be paid by the City for every call or assignment required. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 PM, 1:15 PM, 1:20 PM, 1:55 PM and the last call finishes at 2:10 PM, he/she is credited for one hour and ten minutes. If an employee receives calls at 1:00 PM, 1:15 PM, 1:20 PM, and 1:45 PM, he/she is paid for one hour, not four hours. It is not the intent that employees be paid for multiple telephone calls received within a one-hour period.

## **SECTION 8 – ALTERNATE WORK WEEK AND OVERTIME**

### 8.1 Alternate Work Schedule

The City agrees to consider reasonable alternative workweek programs proposed by the employees. Such proposals (e.g. four (4) day work week, flex scheduling, 9/80, job sharing) may be considered on a case-by-case basis by the City. However, the decision as to whether and when, if at all, to implement such alternate programs, the operation of such programs, and the ability to modify and/or terminate such programs, is left exclusively with the City.

### 8.2 Overtime – Compensation Rate – Professional Employees

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for each hour worked in excess of forty (40) hours in a work week.

In the event an employee is required to work overtime without a break in excess of four (4) hours beyond the end of his/her regularly scheduled work shift, the employee shall be paid at the rate of two (2) times the regular rate of pay for each hour worked in excess of a regular scheduled work day.

Overtime shall only be worked after having received prior authorization by the Department Director or a managerial supervisor.

### 8.3 Overtime – Minimum – Professional Employees

Any employee required to work overtime shall, in no case, be compensated for less than one (1) hour for such overtime.

### 8.4 Overtime – Minimum for Callbacks – Professional Employees

Any employee required to return to work on an unscheduled, emergency basis after the end of the employee's working day shall, in no case, be compensated for less than two (2) hours for such overtime.

### 8.5 Overtime – Emergency – Professional Employees

When it becomes necessary because of an emergency to have employees work during legal holidays or during scheduled vacation leaves, such employees working on such legal holidays and during periods of vacation shall be entitled to receive additional remuneration at the rate of one and one-half (1.5) times the regular rate of pay for each hour worked.

8.6 Overtime – In Lieu of Payment - Professional Employees

In lieu of receiving payment for overtime worked, employees, with Department Director approval, who work more than their regular hours on one day, may work fewer hours on another day within the same work week.

**SECTION 9 – COMPENSATORY TIME AND CALL BACK**

9.1 Compensatory Time Off – Professional Employees

Employees may receive, in lieu of being paid for overtime, Compensatory Time off (CTO), at a mutually agreeable time between the City and the employee, subject to the operation requirements of the City and with approval determined by the City. No employee may earn more than two-hundred-forty (240) hours per fiscal year. Compensatory Time shall not be pyramided or compounded. In addition, no employee may retain on the books more than two-hundred-forty (240) hours of unused Compensatory Time at any given point during the fiscal year. Amounts submitted in excess of these limits shall be paid at time and one-half (1.5) of the regular rate of pay.

9.2 Call Back - Professional Employees

If, in an emergency situation, an employee in this Unit is asked to leave work before the end of his/her scheduled work day with the expectation that he/she will be called back to work to finish the remainder of his/her work day at a later time, but the employee is not in fact called back to work that day, the City agrees to compensate the employee for the full normal working day. In exchange, up until the time that the employee's regular shift is scheduled to end, such employees will be on stand-by status, without any entitlement to any extra compensation.

**SECTION 10 - PART-TIME POSITION / SHARED POSITION**

10.1 Part-time Position – Definition

A part-time position shall be officially designated as such and shall regularly be assigned to work for at least forty (40) hours but less than eighty (80) hours of work per pay period.

10.2 Part-time Position – Seniority

Seniority for the part-time position shall be determined on the same basis as a regular full-time position.

10.3 Part-time Position – Pro-Rated Leave and Benefits

All leave and all benefits shall be on a pro-rated basis and based upon a determined percent (e.g. 50%, 75%).

10.4 Part-time Position – Merit Pay, Step Increases, and Probationary Period

Standards for merit pay, step increases and probationary period for the part-time position shall be on the same basis as a regular full-time position.

10.5 Shared Position - Professional Employees

The shared position exists at the sole discretion of the City and may be abolished by the City, or by mutual agreement of all parties involved, or by the termination of one of the employees. A

decision made by the City to abolish a shared position shall be subject to the same rules as decisions by the City to abolish any other position.

- A. Sixty Days' Notice. In the event that the shared position is terminated or reallocated to a fulltime position, the City will provide sixty (60) days notice to the employees occupying the shared position.
- B. First Choice of Full Time Employment. If the shared position is reallocated to a regular full-time position, the employee with the most seniority in the shared position shall be given first choice at the reallocated regular full-time position. The other shared position employee shall be offered any vacant available regular full-time position and/or considered for any available position for which he/she is qualified. If no position is available, the employee(s) may displace an employee in the same department who has less seniority in accordance with the City of Petaluma Personnel Rules and Regulations, Rule VII "B", Layoff Policy and Procedure.
- C. Employee Termination of Position. In the event one of the employees terminates his/her shared position for any reason, the shared position assignment will terminate and the position will reallocate to a regular full-time position and shall be offered to the remaining shared position employee. The remaining shared position employee also has the option of locating another qualified employee to share the position, subject to the City's approval of the substitution of another employee to share the position.
- D. Shared Position – Part-time Employee. An employee who occupies the shared position shall be designated as a shared position – part-time employee. The part-time employee is regularly scheduled to work for at least forty (40) hours but less than eighty (80) hours of work per pay period.
- E. Work Week and Work Day. The work week shall consist of twenty (20) hours in one (1) week, based upon a fifty-two (52) week year.
- F. Seniority. Seniority for the shared position employee shall be determined on the same basis as a regular full-time employee.
- G. Overtime/Compensatory Leave. Overtime or Compensatory Leave, shall be paid in the same manner as a regular full-time employee.
- H. Pro-rated Leave and Benefits. All leave and all benefits shall be on a pro-rated basis of 50%.
- I. Merit Pay, Step Increases, and Probationary Period. Standards for merit pay, step increases, and a probationary period for the shared position employee shall be on the same basis as a regular full-time employee.

## **SECTION 11 - HOLIDAYS**

### 11.1 Holidays – Fixed Holidays

The City shall observe twelve (12) fixed-date holidays. These holidays shall be established for the City's fiscal year as determined by City Council resolution.

The holidays for fiscal years 18/19 and 19/20 are as follows:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day

When a holiday falls on a Saturday, that holiday will be observed on the prior Friday. When a holiday falls on a Sunday, that holiday will be observed on the following Monday. Should this conflict with a Friday or Monday designated holiday, the Friday or Monday holiday will occur on the preceding Thursday or following Tuesday.

Observance by an employee of a designated religious event may be granted, if practical, with at least seven (7) days prior approval required for such leave, under the following methods:

- (A) Time charged to accrued vacation allowance; or
- (B) Time off without pay.

Fixed holidays currently provided for in the MOU will be based on the employee's regular work shift. For example, if an employee works a 4/10 schedule, s/he shall receive ten (10) hours of pay for the holiday. If an employee works a 9/80 schedule, s/he shall receive nine (9) hours of pay for the holiday, or eight (8) hours pay if the holiday falls on their regularly scheduled eight (8) hour workday as part of their 9/80 schedule. If an employee works a 5/8 schedule (five days/week, eight hours/day), s/he shall receive eight (8) hours of pay for the holiday. The same shall be true for any employee whose regular work week is fewer than forty (40) hours per week, except that no such employee shall receive more than eight (8) hours of pay for the holiday.

#### 11.2 Holidays – Personal Leave (formerly Floating Holiday)

During the Fiscal year the City will authorize eight (8) hours of Personal Leave per employee, which may be taken by the employee at a time selected by the employee, subject to operational requirements and approval determined by the City. Employees hired between July 1, and December 31, will be eligible for Personal Leave during the course of the fiscal year. Personal Leave is limited to eight (8) hours and may not be carried over to the next fiscal year.

#### 11.3 Personal Leave After 20 Years of Service

After completion of twenty (20) years of service, an employee shall receive an additional eight (8) hours of Personal Leave per fiscal year, which may be taken by the employee at a time selected by the employee, subject to operational requirements and approval as determined by the City. The additional eight (8) hours of Personal Leave may not be carried over to the next fiscal year.

### **SECTION 12 – VACATION**

#### 12.1 Vacation – Accrual – Professional Employees

All regular employees of the City of Petaluma, after working one (1) full year are entitled to the equivalent of eighty (80) hours of vacation with pay in the year following the year in which vacation is earned.

All regular employees of the City of Petaluma, after five (5) years of continuous service with the City, and beginning with the sixth (6) year, shall be entitled to the equivalent of one-hundred-twenty (120) hours of vacation per year. After ten (10) years of continuous service with the City, eight (8) hours of vacation shall be added for each year of continuous service to a maximum of two-hundred (200) hours of vacation.

Vacation time shall not be accumulated in excess of two (2) years or two times an employee’s annual vacation accrual as indicated in the vacation chart below.

Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
0-4	80	160
5-9	120	240
10	128	256
11	136	272
12	144	288
13	152	304
14	160	320
15	168	336
16	176	352
17	184	368
18	192	384
19 or greater	200	400

12.2 Vacation – Accrual – Mid-Manager Employees

All regular employees of the City of Petaluma, after working one (1) full year are entitled to the equivalent of eighty (80) hours of vacation with pay in the year following the year in which vacation is earned.

All regular employees of the City of Petaluma, after five (5) years of continuous service with the City, and beginning with the sixth (6) year, shall be entitled to the equivalent of one-hundred-twenty (120) hours of vacation per year. After ten (10) years of continuous service with the City, eight (8) hours of vacation shall be added for each year of continuous service to a maximum of two-hundred (200) hours of vacation.

Vacation time shall not be accumulated in excess of three (3) years or three times an employee’s annual vacation accrual as indicated in the vacation chart below.

Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
0-4	80	240
5-9	120	360



10	128	384
11	136	408
12	144	432
13	152	456
14	160	480
15	168	504
16	176	528
17	184	552
18	192	576
19 or greater	200	600

12.3 Vacation – Scheduling

The times during a calendar year in which an employee may take his/her vacation shall be determined by the Department Director with due respect for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.

12.4 Vacation – Usage

An employee may begin to use accrued vacation in the first three (3) months of employment with approval of the City Manager, and as approved by the employee’s supervisor thereafter.

12.5 Vacation – Payment at Separation – Professional Employees

Employees who separate City employment shall be paid for all accrued unused vacation leave earned prior to the effective date of separation not to exceed two (2) years accumulation.

12.6 Vacation – Payment at Separation – Mid-Manager Employees

Employees who separate City employment shall be paid for all accrued unused vacation leave earned prior to the effective date of separation not to exceed three (3) years accumulation.

**SECTION 13 – LEAVES – SICK LEAVE**

13.1 Sick Leave – Eligibility

Sick leave with pay shall be granted to all employees as set forth in this section. Sick leave is not a right, which an employee may use at his discretion, but rather, shall be used only in case of personal illness, disability or the serious illness or injury of an employee's family member, which requires the employee's attention. The term family members shall include: spouse, registered domestic partner, children, parents, spouse's parents, brothers, sisters or other individuals whose relationship to the employee is that of a dependent or near dependent.

13.2 Sick Leave – Accrual

Sick leave shall accrue to all full-time employees at the rate of eight (8) hours for each month of continuous service.

13.3 Sick Leave – Notification Procedures

In order to receive compensation while absent on sick leave, the employee shall notify his/her Department Director or immediate supervisor prior to or within four (4) hours after the time set

for beginning his daily duties. When absence is for more than three (3) days duration, the employee may be required to provide physician's verification of absence.

#### 13.4 Sick Leave – Transfer

Employees wishing to donate hours of sick leave to another employee may do so by sending a written request, approved by his/her Department Director, to the Human Resources office naming the individual to receive the sick leave and the amount donated, with the following restrictions:

- (A) Employees who wish to transfer sick leave must retain a minimum of 160 hours of sick leave to be eligible to transfer sick leave.
- (B) Transfer amounts shall be limited to the number of actual hours needed and used by the receiving employee.
- (C) Any donated sick leave hours unused by recipient shall be returned to the donor.
- (D) The employee receiving the sick leave transfer must have zero (0) hours of accrued sick leave, vacation, and CTA leave on the books.
- (E) Employees may not buy or sell sick leave. Only the time may be transferred.
- (F) Employees may not transfer sick leave upon separation of service.
- (G) Transfer of sick leave shall be allowed between all Units.
- (H) No more than ninety (90) workdays of sick leave may be received by an employee for any one illness or injury.

#### 13.5 Sick Leave – Retirement Payout

In the event of the death or retirement of an employee who has completed ten (10) or more years of continuous service with the City, the employee shall be paid or shall receive to his/her benefit fifty percent (50%) of his/her accumulated but unused sick leave not to exceed four-hundred-eighty (480) hours. The employee may elect not to receive this benefit and instead place all sick leave hours into the CalPERS sick leave conversion benefit, or the employee may do a combination of both, to receive a payout of up to fifty percent (50%) of his/her accumulated but unused sick leave not to exceed four hundred eighty (480) hours with the balance placed into the CalPERS sick leave conversion benefit.

#### 13.6 Sick Leave – Conversion

In February of each year, employees may convert a maximum of one hundred sixty (160) hours of sick leave to vacation at a ratio of four (4) sick leave hours to one (1) vacation hour. Example: Employee requests conversion of 160 hours of sick leave; 40 hours of vacation leave are added to the employee's vacation bank. An employee must have at least eighty (80) hours remaining in his/her sick leave bank after the conversion. Such conversion does not impact the ongoing accrual of sick leave at the rate of 12 days per year.

## **SECTION 14 – LEAVES – INDUSTRIAL INJURY LEAVE**

Benefits shall be payable in situations where miscellaneous employee absence is due to industrial injury as provided in California State Workers' Compensation Law. During the first thirty (30) hours when the employee's absence has been occasioned by injury suffered during his/her employment and he/she receives workers' compensation, he/she shall receive full pay. Following this period, sick leave may be a supplement to the workers' benefits provided the employee. Compensation is at his/her regular rate for a period not to exceed six (6) months, or until such sick leave is exhausted, or the disability is abrogated, or that employee is certified "permanent and stationary" by a competent medical authority. The City shall pay him/her the regular salary, based on the combination of the workers' compensation benefit plus sick leave.

Sick leave for industrial injury shall not be allowed for a disability resulting from sickness, self-inflicted injury, or willful misconduct.

The City may retire any employee prior to the exhaustion of accumulated sick leave, at which time all accrued but unused sick leave shall be abrogated, subject only to the limitations provided under this Memorandum of Understanding.

## **SECTION 15 – LEAVES – ADMINISTRATIVE LEAVE**

- 15.1 Administrative Leave – Annual Credit of Leave – Mid-Manager Employees  
Employees shall be credited with eighty (80) hours of administrative leave each fiscal year.
- 15.2 Administrative Leave – Carry Forward of Leave – Mid-Manager Employees  
Employees may carry forward up to forty (40) hours of unused administrative leave into the next fiscal year. Employees shall not maintain balances of more than one hundred and twenty (120) hours of administrative leave. Carry forward administrative leave may only be taken in paid time-off and has no cash value.
- 15.3 Administrative Leave - Pro-Ration of Leave Hours – Mid-Manager Employees  
Employees hired or appointed after July 1 shall be credited with a pro-rated amount of administrative leave based upon hire or appointment date through June 30.
- 15.4 Administrative Leave - Annual Payment for Unused Leave – Mid-Manager Employees  
Employees shall receive payment for up to twenty (20) hours of unused administrative leave at the end of the fiscal year. Payment shall be at the employee's base pay rate as of June 30. Payment shall be made on the last pay period of the fiscal year.
- 15.5 Administrative Leave - Payment at Separation – Mid-Manager Employees  
Employees who separate employment shall receive payment of up to forty (40) hours of unused administrative leave. Payment shall be at the base pay rate at the time of separation.

## **SECTION 16 – LEAVES – BEREAVEMENT LEAVE**

An employee shall be granted up to thirty-two (32) hours of bereavement leave in the event of death in the employee's immediate family. For the purpose of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), step-parents, grandparents and grandchildren or

person with whom the employee has a relationship in loco parentis. Up to an additional eight (8) hours of accrued sick leave may be granted to supplement bereavement leave.

In the event an employee must travel more than three-hundred (300) miles to attend a funeral or memorial service, an additional eight (8) hours of bereavement leave shall be granted instead of the use of eight (8) hours of sick leave.

### **SECTION 17 – LEAVES – VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE**

California Labor Code Sections 230 and 230.1 allow use of leave for Victims of Domestic Violence for any of the following: to seek medical attention for related injuries; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling; or to participate in safety planning. Certification of need may be required in the form of a police report, protection order and documentation from court or from a medical professional, domestic violence advocate, or counselor. The City of Petaluma provides appropriate leave, in accordance with California Labor Code Section 230.

### **SECTION 18 – LEAVES – MILITARY LEAVE**

The City of Petaluma shall grant military leave benefits to eligible employees in accordance with California's Military Leave Laws found in Military & Veteran's Code 389 *et seq.*, the Federal Uniformed Services Employment and Re-employment Rights Act (USERRA), found at 389 U.S.C. 4301 *et seq.*, and the City of Petaluma Resolution No. 2004-200 N.C.S. Employees in the Ready Reserves of the Armed Forces who are ordered to active military duty or training under Executive Order 13223, shall have continued benefits in effect throughout his/her active duty training for a period of three-hundred sixty-five (365) calendar days or until the date of discharge from military service, whichever occurs first, unless this policy is changed by action of the City Council.

### **SECTION 19 – LEAVES – ELECTION OFFICER LEAVE AND VOTING LEAVE**

When an employee's actual work schedule otherwise would prevent the employee from voting in any State, County, or General election, the employee may be granted up to two (2) hours of paid time to vote, in accordance with Election Code 14000. The employee must provide the City with at least two (2) working day's notice that he or she will be taking time off to vote.

### **SECTION 20 – LEAVES – SCHOOL VISITATION LEAVE**

Employees may take up to forty (40) hours in a year to participate in the child's school activities, in accordance with Labor Code section 230.8.

### **SECTION 21 – LEAVES – LEAVE OF ABSENCE WITHOUT PAY**

The City Manager may grant a regular or probationary employee leave of absence without pay pursuant to State and Federal Law. Good cause being shown by a written request, the City Manager may extend such leave of absence without pay or seniority or benefits for an additional period not to exceed six (6) months. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report

promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge. Should an employee incur a leave of absence without pay while on probation, the probationary period will be extended for that same length of time.

## **SECTION 22 – LEAVES – JURY DUTY LEAVE**

Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. Any employee may retain payment for travel but shall make payable to the City any and all fees which the employee may receive in payment for service as a juror. For Grand Juries this compensation shall not extend beyond twenty (20) working days.

## **SECTION 23 - FAMILY CARE AND MEDICAL LEAVE (FMLA & CFRA)**

### **23.1 FMLA and/or CFRA Leave**

The City shall provide family and medical care leave for eligible employees as required by City policy, state and federal law and as specifically provided in the Federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA). If possible, employees must provide thirty (30) days advance notice of leave.

### **23.2 FMLA and/or CFRA – Second Opinion**

The employee shall provide the City with a health care provider certification. The City, at City expense, may require a second opinion on the validity of the certification. Should a conflict arise between health providers, a third and binding opinion, at City expense shall be sought.

## **SECTION 24 – LEAVES – PREGNANCY DISABILITY LEAVE**

The City shall provide pregnancy disability leave (PDL) for eligible employees as required by City policy and applicable law and as specifically provided in the Fair Employment and Housing Act and the Family Medical Leave Act. If possible, employees must provide thirty (30) days advance notice of leave.

## **SECTION 25 - REASONABLE ACCOMMODATION**

In accordance with the California Fair Employment and Housing Act (FEHA) and the Americans with Disability Act (ADA), the City will reasonably accommodate any known protected disability of an employee.

## **SECTION 26 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

### **Tier 1**

The establishment of a second and third tier of benefits as defined below shall not affect the benefits currently in effect for employees hired prior to 12/28/12, the effective date of the CalPERS contract amendment. Miscellaneous employees hired prior to the establishment of the second tier of retirement benefit are provided with the 2% at 55 formula retirement plan. The City's contract with CalPERS includes the following optional benefits:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 21024 (January 1, 1992).
- One-Year Final Compensation as in provided Section 20042 (November 1, 1980).

- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided in Section 21329 (April 1, 1971).
- Retired Death Benefit of five-hundred dollars (\$500) as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

### Tier 2

On August 15, 2012, the Association and the City reached agreement on establishing a different level of benefits (two-tiered retirement) for newly hired Miscellaneous employees. Miscellaneous employees who are considered by CalPERS to be “classic” members hired after 12/28/12, the effective date of the amended contract with CalPERS, shall receive the 2% at 60 formula retirement plan and the three-year final average compensation.

The following optional benefits will remain in effect for employees in the second retirement tier:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 21024 (January 1, 1992).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided in Section 21329 (April 1, 1971).
- Retired Death Benefit of five-hundred dollars (\$500) as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

### Tier 3

New miscellaneous employees hired on or after January 1, 2013 who meet the definition of a new CalPERS member under the Public Employees’ Pension Reform Act (PEPRA) shall receive the 2% at 62 retirement formula with three-year final average compensation and the following optional benefits in the third retirement tier:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 21024 (January 1, 1992).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided in Section 21329 (April 1, 1971).
- Retired Death Benefit of five-hundred dollars (\$500) as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

The City shall continue to defer that portion of the employee’s paid contribution to CalPERS through section 414(h) (2) of the Internal Revenue Code pursuant to City of Petaluma Resolution 90-363 N.C.S.

Effective September 12, 2016, all employees shall pay an additional three percent (3%) towards PERS retirement. For Classic employees, this three percent (3%) is added to the current seven percent (7%) employee contribution, for a total contribution of ten percent (10%). Employees subject to the PEPRA formula shall also pay an additional three percent (3%) on top of their required employee contribution, for a total contribution of nine-point twenty-five percent (9.25%) but is subject to change by PERS.

Effective the first full pay period in July 2018, all employees shall pay an additional one percent (1%) towards PERS retirement. For Classic employees, this one percent (1%) is added to the current ten percent (10%) employee contribution, for a total contribution of eleven percent (11%). Employees subject to the PEPR formula shall also pay this one percent (1%) in addition to a point five percent (0.5%) increase as calculated by CalPERS for fiscal year 2018/2019 on top of their required employee contribution, for a total contribution of ten-point seventy-five percent (10.75%) but is subject to change by PERS.

**SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES**

**27.1 Active Employees – PEMHCA Contribution**

The City currently provides health benefits through the California Public Employees’ Retirement System (CalPERS) Health Benefits Program under the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City’s employer contribution for each employee’s health benefits shall be the minimum required by PEMHCA. The City pays this contribution directly to CalPERS. This amount is established annually by PERS and is the minimum amount the agency must pay on behalf of the employee for medical insurance. It is separate and apart from the annual health insurance rates and the additional contribution noted in Section 27.2.

**27.2 Additional Contribution – Effective January 1, 2018**

The amount of the City’s additional contribution for current employees and their covered family members shall be \$614.52 for employee only, \$1,355.38 for employee plus one, and \$1,799.91 for employee plus two or more. These amounts do not include the City PEMCHA contribution identified in 27.1. The City’s additional contribution shall not exceed these amounts unless and until a different amount is negotiated by the parties.

Coverage	2018 Health Rates (Based on 2018 Kaiser Permanente Rates)	PEMHCA Contribution (Added to the City's Benefit Contribution)	2018 Health Rate Less the PEMHCA Contribution	City's Benefit Contribution of 95%	Total 2018 City's Contribution Rate	Employee Contribution KAISER
Employee Only	\$779.86	\$133.00	\$646.86	\$614.52	\$747.52	\$32.34
Employee + 1	\$1,559.72	\$133.00	\$1,426.72	\$1,355.38	\$1,488.38	\$71.34
Employee + 2 or more	\$2,027.64	\$133.00	\$1,894.64	\$1,799.91	\$1,932.91	\$94.73

For example, the 2018 Kaiser health rate for an employee electing employee only coverage is \$779.86. The PEMHCA contribution (\$133.00) is subtracted from the 2018 Kaiser health rate (\$779.86) to attain the 2018 health rate less the PEMHCA contribution (\$646.86). The 2018 health rate less the PEMHCA contribution (\$646.86) multiplied by ninety-five percent (95%) equals the City’s benefit contribution of \$614.52. The PEMHCA contribution (\$133.00) is added to the City’s benefit contribution of \$614.52 to attain the total 2018 City’s contribution rate (\$747.52). The total 2018 City’s contribution rate (\$747.52) is subtracted from the 2018 Kaiser health rate of \$779.86 to attain the monthly employee contribution rate of \$32.34.

**27.3 Additional Contribution – Effective January 1, 2019**

The amount of the City’s additional contribution for current employees and their covered family members shall be \$600.64 for employee only, \$1,330.48 for employee plus one, and \$1,768.38 for

employee plus two or more. These amounts do not include the City PEMCHA contribution identified in 27.1. The City’s additional contribution shall not exceed these amounts unless and until a different amount is negotiated by the parties.

Coverage	2019 Health Rates (Based on 2019 Kaiser Permanente Rates)	PEMHCA Contribution (Added to the City's Benefit Contribution)	2019 Health Rate Less the PEMHCA Contribution	City's Benefit Contribution of 95%	Total 2019 City's Contribution Rate	Employee Contribution KAISER
Employee Only	\$768.25	\$136.00	\$632.25	\$600.64	\$736.64	\$31.61
Employee + 1	\$1,536.50	\$136.00	\$1,400.50	\$1,330.48	\$1,466.48	\$70.02
Employee + 2 or more	\$1,997.45	\$136.00	\$1,861.45	\$1,768.38	\$1,904.38	\$93.07

For example, the 2019 Kaiser health rate for an employee electing employee only coverage is \$768.25. The PEMHCA contribution (\$136.00) is subtracted from the 2019 Kaiser health rate (\$768.25) to attain the 2019 health rate less the PEMHCA contribution (\$632.25). The 2019 health rate less the PEMHCA contribution (\$632.25) multiplied by ninety-five percent (95%) equals the City’s benefit contribution of \$600.64. The PEMHCA contribution (\$136.00) is added to the City’s benefit contribution of \$600.64 to attain the total 2019 City’s contribution rate (\$736.64). The total 2019 City’s contribution rate (\$736.64) is subtracted from the 2019 Kaiser health rate of \$768.25 to attain the monthly employee contribution rate of \$31.61.

27.4 Additional Contribution – Effective January 1, 2020

The 2020 CalPERS premium for Kaiser – Bay Area and required 2020 PEMHCA contribution are unknown. Effective January 1, 2020, the City shall pay the additional benefit that depends upon the actual percentage increase in the Kaiser – Bay Area premium.

The City’s benefit contribution for 2020 shall be equal to the actual 2020 CalPERS Health premium for Kaiser – Bay Area, less the City’s PEMHCA contribution, times ninety-five percent (95%) for current employees and their covered family members.

27.5 Employee Contribution

Employees shall contribute to his/her CalPERS Health Premium in the amounts less the City’s PEMHCA contribution and less the additional benefit paid by the City.

**SECTION 28– HEALTH BENEFITS – RETIRED EMPLOYEES**

28.1 Retired Employees – CalPERS and PEMHCA

The City currently provides health benefits through the California Public Employees’ Retirement System (CalPERS) Health Benefits Program under the Public Employees’ Medical and Hospital Care Act (PEMHCA). In order for a retired employee to be eligible to receive health benefits through CalPERS upon retirement, a retiree must meet the following definition of “annuitant” under CalPERS law:

- (A) Employee must be a member of CalPERS; and
- (B) Employee must retire within one-hundred-twenty (120) days of separation from employment with the City of Petaluma and receive a monthly retirement allowance from CalPERS.



28.2 “Unequal Contribution” Method for Health Care Premium Payments for Retirees

The City uses the “unequal contribution” method for health care premium payments for annuitants (retirees), as permitted under Government Code section 22892. Under this method, the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City’s contribution for annuitants equals the City’s PEMHCA contribution paid for active employees.

Effective calendar year 2014, the “unequal contribution” method for health care premium payments for annuitants (retirees) will be at the twenty-year mark. Thus, the City’s contribution for the PEMHCA program will be at 100% (5% x 20 years). Therefore, the monthly employer contribution for annuitants is the required minimum PEMHCA contribution.

The City pays this contribution directly to CalPERS. The retiree is required to contribute to the cost of the health benefit coverage. The retiree’s monthly contribution shall be the cost of the monthly health benefit premium less the amount of the City’s contribution.

28.3 CalPERS Annuitant – PEMHCA Health Benefits

In accordance with the PEMHCA provisions if an employee is a CalPERS annuitant as defined in Section 28.1 and receives health benefits under the PEMHCA, the employee is eligible to receive the City’s PEMHCA contribution amount specified in Section 28.5 below, regardless of the number of years of service with the City of Petaluma.

28.4 Less Than 20 Years of Service – Not Receiving PEMHCA Health Benefits

A retired employee with less than twenty (20) years of service with the City of Petaluma who is not enrolled in the CalPERS health benefit program does not receive any retiree benefit from the City.

28.5 Less Than 20 years of Service – Receiving PEMHCA Health Benefits

A retired employee with less than twenty (20) years of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program is eligible to receive the City’s minimum PEMHCA contribution as set by CalPERS.

28.6 20 Years or More of Service – Not Receiving PEMHCA Health Benefits

A retired employee with twenty (20) or more years of service with the City of Petaluma, who retired prior to July 1, 2015 and who is not enrolled in the CalPERS health benefits program, shall receive direct payments in the amount of one-hundred-twenty dollars (\$120.00) each month, effective the first month following the expiration of health benefit coverage.

20 Years or More of Service – Not Receiving PEMHCA Health Benefits

A retired employee with twenty (20) or more years of service with the City of Petaluma, who retired on or after July 1, 2015 and who is not enrolled in the CalPERS health benefits program, shall receive direct payments in the amount of one-hundred-forty dollars (\$140.00) each month, effective the first month following the expiration of health benefit coverage.

28.7 20 Years or More of Service – Receiving PEMHCA Health Benefits

A retired employee with twenty (20) years or more of service with the City of Petaluma, who retired prior to July 1, 2015 and who is a CalPERS annuitant as defined in Section 28.1 and

enrolled in the CalPERS health benefit program, shall receive a benefit payment of the minimum PEMHCA contribution as set by CalPERS per month as specified in this section.

A retired employee with twenty (20) years or more of service with the City of Petaluma, who retired on or after July 1, 2015 and who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program, shall receive a benefit payment of one-hundred-forty dollars (\$140.00) per month as specified in this section.

The City’s cash retiree benefit is sent directly to the retiree.

The following chart indicates the amount of the City’s PEMHCA contribution and the amount of cash payment to the retiree in the coming years.

<b>Calendar Year</b>	<b>City Monthly PEMHCA Contribution</b>	<b>City Cash Retiree Benefit</b>	<b>Total Benefit Amount</b>
2016	\$125.00	\$15.00	\$140.00
2017	\$128.00	\$12.00	\$140.00
2018	\$133.00	\$7.00	\$140.00
2019	\$136.00	\$4.00	\$140.00
2020	Minimum PEMHCA contribution as set by CalPERS.	Total benefit amount of \$140.00 minus the City monthly PEMHCA contribution	\$140.00

It is the responsibility of the retiree to notify the City in writing if he or she is no longer participating in the CalPERS health benefit program. Following receipt of the written notice, the City will commence direct payment of the amount above at the beginning of the following month.

**SECTION 29 - CASH IN-LIEU OF HEALTH AND DENTAL BENEFITS**

Employees with health and or dental benefit insurance coverage from a source other than the City, or employees with health and dental benefit insurance coverage from a City employee, may request cash in lieu of health and dental benefits. To be eligible for the cash in-lieu benefit program, employees must waive his/her coverage under the City’s health and/or dental benefits, agree to the terms and conditions of the cash in-lieu benefit program, and have written verification of health and/or dental benefits insurance.

The cash in-lieu amount for health coverage shall be in the amount of fifty percent (50%) of the health insurance premium amount of the CalPERS Kaiser–Bay-Area/Sacramento that the City would otherwise pay for the employee and his or her family members. The cash in-lieu amount for dental insurance benefits shall be in the amount of fifty percent (50%) of the established dental program composite rate.

Upon declining medical and/or dental insurance, the employee will be required to meet the terms and conditions regarding the City’s medical and/or dental plan. If an employee decides to stop receiving the medical/dental cash back and wishes to re-enroll into the City’s medical and/or dental plan, then he/she must meet the current terms and conditions of the City’s medical and/or dental plan. The City cannot guarantee that once the employee leaves a particular medical and/or dental plan, he/she may be able to re-enroll in his/her prior plan and under the same terms and conditions of his/her prior plan.

For All Employees Hired On or After October 1, 2016:

For all employees hired on or after October 1, 2016, the cash in-lieu amount for health benefits shall be \$400.00 per month. Employees shall not be eligible for cash in-lieu for dental benefits.

Upon declining medical insurance, the employee will be required to meet the terms and conditions regarding the City's medical plan. If an employee decides to stop receiving the medical cash back and wishes to re-enroll into the City's medical plan, then s/he must meet the current terms and conditions of the City medical plan. The City cannot guarantee that once the employee leaves a particular medical plan, s/he may be able to re-enroll in his/her prior plan and under the same terms and conditions of his/her prior plan.

**SECTION 30 – SECTION 125 PLAN**

The City of Petaluma has established and shall offer to eligible employees an Internal Revenue Code (IRC) Section 125 plan. The Section 125 plan is subject to federal law and plan provisions.

The Section 125 Plan offered by the City provides employees with a tax savings through the following programs:

- (A) Pre-Tax Health Insurance Premiums  
This program allows employees to pay his or her share of health insurance premiums with pre-tax dollars.
- (B) Flex Spending Accounts (FSAs)
  - (1) Medical Reimbursement  
This program permits employees to pay for common out-of-pocket medical expenses (not covered by insurance) such as deductibles, co-pays, and vision and dental care with pre-tax dollars.
  - (2) Dependent Care Reimbursement  
This program permits employees to pay for most child and or dependent care expenses with pre-tax dollars.

**SECTION 31 – DENTAL INSURANCE**

The City shall provide a dental plan for the term of the Memorandum of Understanding and pay the total premium costs for the employee and eligible dependents. The annual maximum benefit amount is two thousand dollars (\$2,000.00) per person. Orthodontic coverage (for dependent children only) shall be provided at 50% of the dentist's allowed fee (subject to a \$2,000 lifetime maximum per dependent child). Dependent children are eligible for dental and orthodontic coverage from birth to age 26.

**SECTION 32 – VISION INSURANCE**

The City shall provide a vision plan for employees and eligible dependents. The cost shall be paid for by the City. Employees are eligible for eye exams once a calendar year with a twenty-five dollar (\$25.00) copay. Frames are available once a calendar year with a maximum benefit of one hundred eighty dollars (\$180.00). Single vision, lined bifocal, and trifocal lenses are available once a calendar year and are

covered with no copay. Progressive lenses are available once a calendar year with copays ranging from \$55 to \$175 with no maximum benefit.

### **SECTION 33 – LIFE INSURANCE**

#### 33.1 Life Insurance – Professional Employees

The City shall provide employees with life insurance in the amount of one and one-half (1.5) times the employee’s annual salary rounded to the nearest even dollar, not to exceed seventy-five thousand dollars (\$75,000.00). An employee may opt to reduce coverage to \$50,000 to avoid a taxable benefit, but must sign a waiver indicating his/her choice. There is no cash back provision on the difference in premium the City pays.

#### 33.2 Life Insurance – Mid-Manager Employees

The City shall provide employees with life insurance in the amount of one and one-half (1.5) times the employee’s annual salary rounded to the nearest even dollar, not to exceed two-hundred thousand dollars (\$200,000.00). An employee may opt to reduce coverage to \$50,000 to avoid a taxable benefit, but must sign a waiver indicating his/her choice. There is no cash back provision on the difference in premium the City pays.

### **SECTION 34 – DISABILITY INSURANCE**

#### 34.1 Short-Term Disability Insurance – Voluntary

The City agrees that employees in this Unit may, on a purely voluntary basis and at his/her own expense, participate in a voluntary short-term disability insurance, as long as the number of employees electing to participate in the program meets the minimum participation standards set by the carrier.

#### 34.2 Long-Term Disability Insurance

The City shall provide for a long-term disability plan after the designation is met, with the premium to be paid for by the City. Plan coverage is indicated on provider contract documents on file in Human Resources.

### **SECTION 35 – EMPLOYEE ASSISTANCE PROGRAM**

The City will provide an Employee Assistance Program to employees and his/her immediate families. This licensed counseling service will provide assistance and referrals for marriage and family problems, alcohol and drug dependency, emotional, personal, and stress-related concerns and other issues. All counseling services are confidential.

### **SECTION 36 – DEFERRED COMPENSATION**

The City shall make available to members of this Unit the City’s Deferred Compensation Plans.

### **SECTION 37 - TRANSFERS/PROMOTIONS RETREAT ENTITLEMENT**

An employee who transfers or promotes to another City position shall, for a period of six (6) months, be entitled to retreat to the job classification formerly held, as long as that position is currently unfilled. Such an employee shall not be subject to another probationary period, so long as the employee has successfully completed probation in the pre-promotional classification.

## **SECTION 38 - PROBATIONARY PERIOD**

### 38.1 Probationary Period.

All original, transfer, and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process. It shall be utilized for closely observing the employee's work performance. A probationary employee, whose performance does not meet the required standards of work, may be rejected.

The initial probationary period for professional employees is twelve (12) months from the date of hire, promotion, and transfer. An employee's probationary period may be extended for up to six (6) months on a case-by-case basis based on the performance evaluation.

### 38.2 Performance Evaluation

A probationary employee shall receive at least one (1) performance evaluation during his/her probationary period at or near the midpoint of the probationary period.

### 38.3 Leave Without Pay (LWOP) While On Probation.

Should an employee incur leave of absence without pay while on probation, the probationary period will be extended for that same length of time.

### 38.4 No Right of Appeal.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Any employee rejected during the probationary period following a promotional or transfer appointment shall be discharged except as provided in Section 37 Transfers/Promotions/Retreat Entitlement.

### 38.5 Promotions

Promotions of employees still on probation will result in a new probationary period for the class into which the individual was promoted.

### 38.6 Vacation Accrual

All regular employees of the City of Petaluma, after working one (1) full year are entitled to the equivalent of eighty (80) hours of vacation with pay in the year following the year in which vacation is earned. An employee may begin to use accrued vacation in the first three (3) months of employment with approval of the City Manager, and as approved by the employee's supervisor thereafter.

## **SECTION 39 - DISCIPLINARY AND APPEALS PROCEDURES**

### 39.1 Work Performance and Professional Conduct

All employees are expected to maintain a high standard of work performance and professional conduct.

### 39.2 Probationary Employees

Probationary employees have no right of appeal of any discipline and have no right to appeals procedures pursuant to this Section of the MOU.

39.3 Discipline and Exempt Status under Fair Labor Standards Act (FLSA)

Notwithstanding any provision in this MOU, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) will not be subject to discipline or penalty that is inconsistent with his or her FLSA overtime-exempt status.

39.4 Causes for Discipline

Regular employees may be disciplined, up to and including termination, for good cause. Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform duties, causes other employees not to be able to perform their duties, or involves any improper use of position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the nature and seriousness of the offense and other relevant factors.

Causes for disciplinary action, up to and including termination, may include, but shall not be limited to, the following:

- (A) Unexcused or unauthorized absence or tardiness from work.
- (B) Use of sick leave in a manner not authorized or provided for pursuant to City policies.
- (C) Dishonesty or making any false statement, omission or misrepresentation.
- (D) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment.
- (E) Misuse or misappropriation of City resources, property, or funds.
- (F) The damaging of City property, equipment, vehicles, or the waste of City supplies through negligence or misconduct.
- (G) Discourteous, disrespectful or discriminatory treatment of any member of the public or any City employee.
- (H) Unsatisfactory job performance, neglect of job duties, ineffectiveness or inefficiency.
- (I) Insubordination.
- (J) Disclosure of confidential City information to any unauthorized person or entity.
- (K) Altering, falsifying, or tampering with a time sheet or any City record.
- (L) Violation of any provision of the City's Personnel Rules, any department rules, or any Federal, State or City rules, laws, regulations, ordinances or resolutions.
- (M) Conduct unbecoming a City employee, or conduct that impairs, disrupts or causes discredit to the City, the employee's City employment, or to the public service.
- (N) Engaging in unsafe conduct, endangering one's self or others, or failure to follow safety procedures, policies or standards.
- (O) Reporting to work impaired and/or not able to perform work duties.
- (P) Fighting, assault, battery or engaging in any threatening workplace behavior.
- (Q) Intimidation or interference with the rights of any employees.
- (R) Engaging in outside employment that results in a conflict of interest with City employment. A conflict of interest is a situation where outside employment has a negative impact on an employee's obligations, duties and responsibilities for the City.
- (S) Conviction of a felony, a misdemeanor involving moral turpitude, or any crime the nature of which has a direct bearing on City employment. Conviction shall be determined to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.

### 39.5 Types of Discipline

The City may invoke appropriate discipline, which may include the following types of discipline:

(A) Verbal Counseling

Verbal counseling is not part of an employee's personnel file.

(B) Documented Verbal Counseling Memo

A documented verbal counseling memo may or may not become part of an employee's personnel file, and may not be appealed.

If the documented verbal counseling memo does become part of an employee's personnel file, after at least a two-year period an employee may request that the memo be removed and destroyed. The request for removal/destruction must be submitted in writing to the Department Director with a copy to the Human Resources Director. The memo will be removed and destroyed when:

1. The employee's personnel file does not contain any subsequent memos of corrective action; and,
2. There is no other current or pending corrective action at the time the employee submits his or her written request to the Department Director.

(C) Written Corrective Action Memo

A written corrective action memo may or may not become part of the employee's personnel file. An employee may respond to a written corrective action memo but may not appeal a written corrective action memo.

If the written corrective action memo does become part of an employee's personnel file, the written memo shall include the basis for the correction along with all other relevant documents. Before the written corrective action memo is placed in his or her personnel file, an employee may, within thirty (30) calendar days of receipt of the written corrective action, respond to his or her Department Director in writing or orally. If the employee chooses, he or she may also prepare a written response and have it placed with the written corrective action memo in his or her personnel file.

(D) Written Reprimand

A written reprimand shall be retained in the employee's personnel file. An employee may respond to a written reprimand but may not appeal a written reprimand.

A written reprimand shall include the basis for the reprimand along with all other relevant documents. Before the written reprimand is placed in his or her personnel file, an employee may, within thirty (30) calendar days of receipt of the written reprimand, respond to his or her Department Director either in writing or orally. If the employee chooses, he or she may also prepare a written response and have it placed with the written reprimand in his or her personnel file.

(E) Suspension Without Pay

The Department Director may suspend an employee from his or her position for cause. Documents related to a suspension shall become part of the employee's personnel file. An employee subject to suspension will receive prior written notice and appeal as provided herein.

(F) Reduction in Pay

The Department Director may reduce the pay of an employee for cause. Documents related to a reduction in pay shall become part of the employee's personnel file. An employee subject to reduction in pay will receive prior written notice and appeal as provided herein. FLSA-exempt employees are not subject to reduction in pay except in: a) whole work week increments for any reason; b) whole work days for violation of a workplace conduct rule; or c) any length of time for violations of major safety rules.

(G) Demotion

The Department Director may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee's personnel file. An employee subject to demotion shall be entitled to prior written notice and appeal as provided herein.

(H) Termination

A Department Director may recommend the termination of an employee from his or her position for cause and the City Manager may terminate an employee from his or her position for cause. Documents related to termination shall become part of the employee's personnel file. An employee recommended for termination or terminated shall be entitled to prior written notice and appeal as provided herein.

(I) Other Discipline

Employees may be subjected to any other disciplinary action that is deemed appropriate by the City.

39.6 Disciplinary Procedures for Recommended Disciplinary Actions for Suspensions without Pay for Forty (40) Hours or Less, Reduction In Pay Equal to or less than an annual Five Percent (5%) Salary Reduction, or Temporary Demotion Equal to or less than an annual Five Percent (5%) Salary Reduction.

A regular employee recommended for a suspension without pay for forty (40) hours or less, reduction in pay equal to or less than an annual five percent (5%) salary reduction, or temporary demotion equal to or less than an annual five percent (5%) salary reduction shall have the right to the disciplinary procedures outlined in this Section. An employee shall not have any appeal rights with respect to verbal counseling, documented verbal counseling, written corrective action, written reprimand, or any disciplinary action that does not create a monetary impact for the employee.

(A) Notice of Intent to Discipline

The employee will be provided a written notice of intent to discipline that contains the following:

1. The level of discipline intended to be imposed;
2. The specific charges upon which the intended discipline is based;
3. A summary of the misconduct upon which the charges are based;
4. A copy of all written materials, reports, or documents upon which the intended discipline is based;
5. Notice of the employee's right to respond to the Department Director regarding the charges either orally during an informal conference, or in writing, or both;



6. The date and time by which the employee may respond to the Department Director, either orally during the informal conference, or in writing, or both; and
7. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

(B) Employee's Response

An employee who disputes the intended discipline may request a conference with the Department Director within seven (7) calendar days of receipt of the notice of intent to discipline. The Department Director or his or her designee shall convene the conference within fourteen (14) calendar days, unless a different date is set by mutual agreement, following receipt of the employee's request for a conference. The employee may have a representative present during his or her conference with the Department Director or designee. The conference will be an informal meeting at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances. The Department Director will consider the employee's response before taking any final disciplinary action. The employee shall have no further right of appeal.

(C) Final Notice of Discipline

Within ten (10) calendar days after considering the employee's response, or after the expiration of the employee's time to respond to the notice of intent, the Department Director shall: a) dismiss the notice of intent and take no disciplinary action against the employee; b) modify the intended disciplinary action; or c) impose the intended disciplinary action. In any event, the Department Director shall prepare and provide the employee a notice that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the misconduct upon which the charges are based;
4. A copy of all written materials, reports, or documents upon which the discipline is based; and
5. A statement that the Department Director's decision is final and the employee does not have further right to appeal.

39.7 Disciplinary Procedures for Recommended Disciplinary Actions for Suspensions without Pay for More than Forty (40) Hours, Reduction In Pay Equal to More than an Annual Five Percent (5%) Salary Reduction, Demotion Equal to More than an Annual Five Percent (5%) Salary Reduction or Termination

A regular employee recommended for a suspension without pay for more than forty (40) hours, reduction in pay equal to more than an annual five percent (5%) salary reduction, demotion equal to more than an annual five percent (5%) salary reduction or termination shall have the right to the disciplinary and appeal procedures outlined in this Section.

(A) Notice of Intent to Discipline

The employee will be provided a written notice of intent to discipline that contains the following:

1. The level of discipline intended to be imposed;
2. The specific charges upon which the intended discipline is based;
3. A summary of the misconduct upon which the charges are based;

4. A copy of all written materials, reports, or documents upon which the intended discipline is based;
5. Notice of the employee's right to respond to the Department Director regarding the charges either orally during an informal conference, or in writing, or both;
6. The date and time by which the employee may respond to the Department Director, either orally during the informal conference, or in writing, or both; and
7. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

(B) Employee's Response

An employee who disputes the intended discipline may request a conference with the Department Director within seven (7) calendar days of receipt of the notice of intent to discipline. The Department Director or his or her designee shall convene the conference within fourteen (14) calendar days, unless a different date is set by mutual agreement, following receipt of the employee's request for a conference. The employee may have a representative present during his or her conference with the Department Director or designee. The conference will be an informal meeting at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances. The Department Director will consider the employee's response before making a decision on the notice of intent to discipline.

(C) Written Notice of Decision to Discipline

Within ten (10) calendar days after considering the employee's response, or after the expiration of the employee's time to respond to the notice of intent, the Department Director shall: a) dismiss the notice of intent and take no disciplinary action against the employee; b) modify the intended disciplinary action; or c) impose the intended disciplinary action. In any event, the Department Director shall prepare and provide the employee a notice that contains the following:

1. A statement of the Department Director's decision;
2. The level of discipline, if any, to be imposed and the effective date of the discipline;
3. The specific charges upon which the discipline is based;
4. A summary of the misconduct upon which the charges are based;
5. A copy of all written materials, reports, or documents upon which the discipline is based; and
6. A statement of the nature of the employee's right to appeal.

(D) Appeal to the City Manager

A regular employee may appeal a Department Director's written notice of decision to discipline by delivering a written request for appeal to the City Manager. The written request for appeal must be received within ten (10) calendar days from the Department Director's notice of decision to discipline.

(E) Evidentiary Hearing – The City Manager or Designee

The City Manager has authority to conduct an evidentiary hearing and to affirm, modify, or revoke the discipline. The City Manager may delegate the conduct of the evidentiary hearing to an Advisory Hearing Officer, who shall provide the City Manager an advisory decision in writing within sixty (60) calendar days after the completion of the hearing and

the receipt of briefs, if any. The City will be responsible for paying the Advisory Hearing Officer's fees.

(F) Evidentiary Hearing – Date and Time

The City Manager or Advisory Hearing Officer will set a date for an evidentiary hearing within a reasonable time after receipt of a timely written request for appeal. An employee who, having filed a timely written request for appeal, and who has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In this case, the City Manager may dismiss the appeal.

(G) Written Findings and Decision

The City Manager shall render a statement of written findings of fact and decision after the hearing has been completed and the briefs, if any, have been submitted. If the City Manager has delegated the hearing to an Advisory Hearing Officer, the Advisory Hearing Officer shall render a proposed statement of written findings of fact and decision to the City Manager. The City Manager may accept, modify, or reject the Advisory Hearing Officer's proposed statement of written findings and decision. The City Manager shall render a final statement of written findings and decision.

(H) Administrative Procedures

The City Manager may establish any administrative procedures he or she deems necessary to carry out the intent of the appeal process.

**SECTION 40 - GRIEVANCE PROCEDURE**

40.1 Purpose of the Procedure

The purpose of the grievance procedure is to process and resolve grievances arising out of the interpretation, application, or enforcement of the express terms of this agreement; to promote improved employer-employee relations by establishing procedures for resolving such grievances; to afford employees individually or through his/her recognized employee organization a systematic means of obtaining further consideration of such grievances after every reasonable effort has failed to resolve them through discussions; to provide that the grievances shall be settled as near as possible to the point of origin; to provide that the grievance procedure shall be conducted as informally as possible.

“Grievance” is defined as any dispute concerning the interpretation, application, or enforcement of the express terms of this agreement (not including disputes regarding or appeals of disciplinary actions).

40.2 Conduct of Grievance Procedure

(A) The time limits specified below may be extended to a definite date by mutual agreement of the employee, his/her representative, and the reviewer concerned.

(B) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review.

- (C) The employee and his/her representative may be permitted to use a reasonable amount of work time as determined by the appropriate Department Director in conferring about and presenting the grievance.
- (D) Employees shall not be retaliated against for using the grievance procedures.

#### 40.3 Grievance Procedure

##### (A) Step One

An employee who has a grievance (as defined above) should first try to get it settled through an informal discussion with his/her immediate supervisor without undue delay. The employee must present the grievance within thirty (30) working days of the event(s) giving rise to the grievance or the grievance shall be deemed untimely. Every effort should be made to find an acceptable solution by informal means at his/her lowest possible level of supervision.

If the employee is not in agreement with the decision reached by the informal discussion in Step One, the employee shall have the right to elevate the grievance to Step Two.

##### (B) Step Two

To elevate to Step Two, the employee shall submit a written grievance within ten (10) working days after the informal discussion with the immediate supervisor. The written grievance shall specify the term of the agreement at issue and the factual basis of the grievance. The immediate supervisor shall render a decision in writing and return it to the employee within ten (10) working days after receiving the written grievance.

If the employee is not in agreement with the written decision rendered by his/her immediate supervisor, the employee shall have the right to elevate the grievance to Step Three.

If the employee does not receive a decision in writing from his/her immediate supervisor within fifteen (15) working days of the employee's submission of the written grievance, the employee may elevate the grievance to Step Three.

Failure of the employee to take further action within the days specified shall be considered by the City as dropping the grievance.

##### (C) Step Three

To elevate to Step Three, the employee shall present the written grievance within ten (10) working days after receiving the immediate supervisor's written decision, or if no decision is rendered, within fifteen (15) working days of the employee's submission of the written grievance to his/her immediate supervisor.

If the next level of supervision is not a Department Director, the next level supervisor, or manager shall discuss the grievance with the employee, and his/her representative if requested, and any other person the supervisor or manager deems appropriate. The supervisor or manager shall render a decision in writing, and return it to the employee within ten (10) working days after receiving the written grievance.

If the employee is not in agreement with the written decision rendered by his/her supervisor or manager, the employee shall have the right to elevate the grievance to Step Four.

If the employee does not receive a decision in writing from his/her supervisor or manager within fifteen (15) working days of the employee's submission of the written grievance, the employee may elevate the grievance to Step Four.

Failure of the employee to take further action within the days specified shall be considered by the City as dropping the grievance.

(D) Step Four

To elevate to Step Four, the employee shall present the written grievance within ten (10) working days after receiving the supervisor or manager's written decision, or if no decision is rendered, within fifteen (15) working days of the employee's submission of the written grievance to the supervisor or manager.

The Department Director shall discuss the grievance with the employee, and his/her representative if requested and any other person the Department Director deems appropriate. The Department Director shall render a decision in writing, and return it to the employee within ten (10) working days after receipt of the written grievance. If the employee is not in agreement with the written decision rendered by his/her Department Director, the employee shall have the right to elevate the grievance to Step Five.

If the employee does not receive a decision in writing from his/her Department Director within fifteen (15) working days of the employee's submission of the written grievance, the employee may elevate the grievance to Step Five.

Failure of the employee to take further action within the days specified shall be considered by the City as dropping the grievance.

(E) Step Five

To elevate to Step Five, the employee shall present the written grievance within ten (10) working days after receiving the Department Director's written decision, or if no decision is rendered, within fifteen (15) working days of the employee's submission of the written grievance to the Department Director.

The City Manager, or a designated representative, shall discuss the grievance with the employee, and his/her representative if requested, and with other appropriate persons the City Manager deems appropriate. The City Manager may designate a fact-finding committee or officer not in the normal line of supervision, to advise him/her concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) working days after receipt of the written grievance. The City Manager's decision shall be final.

## **SECTION 41 - LAYOFF AND RECALL**

### 41.1 Layoff Application

Should the City decide, for labor cost-control reasons, to permanently eliminate bargaining Unit work by permanently replacing existing bargaining Unit positions with contract or subcontract employees to do the same work under similar conditions of employment (“Work Elimination”), the City agrees to provide PPMMA leadership notice of potential layoffs no later than thirty (30) days prior to the anticipated effective date. City will issue notices of layoff to the impacted employees no later than twenty-one (21) days prior to the effective date of layoffs in order to allow the employees to meet and confer with respect to the effects of the proposed action upon the employees and to propose effective economical methods, if any, by which such work could continue to be provided by the City’s own employees. The City will encourage contract firms to provide laid off employees’ preference in hiring for contract work.

41.2 Layoff – Employer Right

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment due to a re-organization or to separate employees due to lack of work or funds, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

41.3 Layoff – Employee Notification

Employees to be laid off shall be given at least twenty-one (21) calendar days’ prior notice.

41.4 Layoff – Vacancy and Reclassification

Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower classification for which the employee who is the latest to be laid off in accordance with Section 41.7 is qualified. All persons so demoted shall have his/her names placed on the re-employment list.

41.5 Layoff – Employee Rights

An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in 1) a lower classification in the same classification series or in 2) a lower classification in which the affected employee once had regular status. For the purpose of this section and Section 41.6, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur.

41.6 Layoff – Seniority

In order to retreat to a former or lower classification, an employee must have more seniority than at least one (1) of the incumbents in the retreat classification, be qualified to hold the retreat classification or have served in the retreat classification prior to the layoff and request displacement action in writing to the Human Resources office within five (5) working days of receipt of notice of layoff.

Employees within each category shall be laid off in reverse order of seniority within the classification series. Seniority for the retreat classification would be the combination of time served (at or above) in the layoff classification and any prior time served in the retreat classification. Ties will be broken based upon seniority of total City service.

Employees retreating to a lower or similar classification shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off.

Employees retreating to a lower or similar classification shall serve a probationary period in the new classification unless they have previously completed a probationary period in the retreat classification or a higher classification in the series.

41.7 Layoff – Order of

In each classification of position within the competitive service, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and regular.

Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

41.8 Recall – Re-Employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same classification of position shall be combined into a single list based on seniority. Such list shall be used by every appointing authority when a vacancy arises, based on seniority, in the same or lower classification of position before certification is made from an eligible list.

41.9 Recall – Duration of Re-Employment List

Names of persons laid off shall be carried on a re-employment list for two (2) years.

**SECTION 42 – EMPLOYEE PERSONNEL FILE**

42.1 Employee Personnel File – Right to Inspect

An employee (or employee representative with written authorization from the employee) shall have the right to inspect and review his/her employee personnel file. The employee's personnel file shall be made available to the employee for inspection and review at a mutually agreeable time between the employee and Human Resource office staff. Employee shall have the right to respond in writing to anything contained or placed in his/her personnel file and any such responses shall become part of the personnel file.

42.2 Employee Personnel File – Acknowledgement Adverse Comments

Before any adverse comments are placed in an employee's personnel file, the employee shall be given a copy of the material to be placed in his/her file, and written notice that the material will be placed in his/her personnel file. The material shall contain either a written acknowledgment that the employee has received the material and the notice, or a statement signed by the person who delivered the material that the employee refused to sign such an acknowledgment. The employee may write a response to the document containing the adverse comment for placement in his/her personnel file.

42.3 Employee Personnel File – Confidentiality

All personnel records and medical files are confidential, except as otherwise required by law. The Human Resources Director shall take appropriate steps to ensure compliance with all laws governing confidentiality of those materials.

**SECTION 43 – ALCOHOL / DRUG FREE WORK PLACE**

43.1 Alcohol/Drug Free Workplace – Purpose

The City and the Association agree that it is in their interest to maintain a work environment free from the use and adverse effects of alcohol, illegal and prescription drugs.

43.2 Alcohol/Drug Free Workplace – Policy

Using or being under the influence of alcohol, or illegal or non-medically authorized prescription drug use is prohibited during work hours and may result in disciplinary action up to and including termination. The use of over-the-counter or prescribed drugs which adversely affect or are likely to adversely affect an employee's job performance or which jeopardize the safety of an employee or other employees, the public or City equipment, must be reported to the employee's immediate supervisor. Failure to do so may result in disciplinary action up to and including termination.

43.3 Alcohol/Drug Free Workplace – Prescription Medication

An employee who is using prescription drugs or medication which affects his or her ability to work safely is responsible for bringing that matter to the attention of his or her supervisor, who shall inform Human Resources. Human Resources will then engage in the interactive process with the employee as appropriate or required. Such disclosure shall be kept confidential as required by applicable law. Supervisors should be alert to the effect of medication or illness on an employee's ability to perform work safely and productively.

43.4 Alcohol/Drug Free Workplace – EAP

The City commits itself to maintain an Employee Assistance Program (EAP). An employee is encouraged to seek such assistance before the use of alcohol or prescription or illegal drugs affects job performance. The City EAP will be available to help an employee and his or her family with alcohol and or drug related problems. Voluntary participation in the EAP is treated on a confidential basis and does not affect an employee's job status.

43.5 Alcohol/Drug Free Workplace – Procedures

(A) Evidence of an employee who ingests, uses, suffers from the effects of or is involved in furnishing, selling, or offering alcohol or illegal or non-medically prescribed drugs while on the job must be reported immediately to the employee's Department Director, who shall notify Human Resources immediately. Human Resources will consult with appropriate parties to evaluate the circumstances and determine next steps.

(B) An employee is required to perform his or her duties in a safe and productive manner, and supervisors have a responsibility to ensure that this is done. If a supervisor has reasonable suspicion that an employee is ingesting, using, suffering from the effects of or is involved in furnishing, selling or offering illegal or non-medically prescribed drugs or alcohol, the supervisor shall report such suspicions to the employee's Department Director, who shall notify Human Resources immediately. Human Resources will consult with appropriate parties to evaluate the circumstances and determine next steps. If the supervisor believes there is an imminent threat to the safety of the employee or others, the supervisor shall take those actions, in coordination with other City officials, as appropriate, necessary to ensure that safe and productive working conditions are maintained. The City retains the right and authority to remove an employee from duty in the event that the City has a rational basis for concluding that the employee's safety, judgment or ability to work has been adversely affected.



- (C) If the City has reasonable suspicion to suspect that an employee is impaired and/or not fit for duty, it may require the employee to submit to a medical examination by a City designated medical facility. It is the responsibility of the City designated medical facility to determine after the examination whether the employee is fit or unfit for duty. During the examination, the medical facility may require the employee to provide a blood or urine sample for drug and alcohol screening.
- (D) In the event of an accident involving personal injury or motor vehicle accident, the employee involved will be subject to a mandatory drug/alcohol test.

43.6 Alcohol/Drug Free Workplace – Side Effects

- (A) Additionally, certain prescribed and over-the-counter drugs have known potential side effects which can:
  - Adversely affect judgment;
  - Affect mental alertness;
  - Affect physical balance or the ability to accomplish strenuous physical acts; and/or
  - Otherwise affect an employee’s ability to perform all job functions safely and productively.
- (B) Employees are responsible for ascertaining the known, potential side effects of prescribed and over-the-counter medications they may take. This may include, but is not limited to, review of the warning labels on such medications, consultation with the member’s physician, consultation with a pharmacist, review of readily available data such as books listing commonly available medications and their side effects, or other appropriate means.
- (C) An employee taking any prescription and/or over-the-counter drugs known to have any of the above potential side effects shall:
  - (1) Inform his or her direct supervisor that he or she is taking such medications
  - (2) Carefully monitor his or her ability to fully and safely perform services; and
  - (3) Remove himself or herself from duty, in accordance with departmental procedures, in the event that the employee perceives that the medication is having an adverse affect on safety, judgment, productivity or work quality.
  - (4) The City also retains the right and authority to remove an employee from duty in the event that the City has a rational basis for concluding that the employee’s safety, judgment or ability to work has been affected by ingestion of a prescription or over-the-counter drug.
- (D) In fulfilling their responsibility under this section, employees are not required to explain the illness or medical condition for which they are taking medication, nor indicate the type of medication.
- (E) The City shall take all reasonable steps to protect employee’s privacy interests as required by law under the circumstances involved in this section.
- (F) Any employee who voluntarily comes forward to his or her supervisor or the City’s EAP requesting assistance with dependency on alcohol and/or prescription and/or illegal drugs shall have such requests treated confidentially. Participation in the Employee Assistance Program does not, however, relieve employees of their responsibility to meet all work performance requirements and standards.

- (G) Should an employee be disciplined due to an incident which involves a violation of the Drug and Alcohol Policy, the City may require participation in a substance abuse program in addition to other disciplinary action and the employee shall faithfully participate in such a program. Failure to agree to and participate in such a program may be cause for dismissal.
- (H) Employees may be recommended for a thirty (30) day or greater suspension or termination if found possessing, ingesting, using, suffering from the effects or involved in furnishing, selling or offering illegal drugs or alcohol.

43.7 Employee Awareness

The City shall notify employees of this section of the MOU by providing a copy upon hire. Each employee shall be required to certify his or her understanding of the requirements of this section by signing an Acknowledgment and returning the acknowledgment within thirty (30) days of hire. Employees employed by the city at the time of adoption of this MOU shall be provided a copy of this section and be required to sign an Acknowledgment of this section and return said Acknowledgement within thirty (30) days to Human Resources.

**SECTION 44 – OTHER**

44.1 Performance Evaluations

- (A) Performance evaluations are a process designed to acknowledge the performance of an employee.
- (B) A probationary employee shall receive at least one (1) performance evaluation during his/her probationary period at or near the midpoint of the probationary period.
- (C) An employee who disagrees with his/her performance evaluation shall be given opportunity to submit a written response to the evaluation. The response will accompany the performance evaluation in the employee's personnel file. The contents of a performance evaluation shall not be subject to the provisions of the Grievance Procedure of this agreement.

44.2 Safety Committee

The City agrees that it has the obligation to take reasonable steps to furnish employment and a place of employment which is safe and healthful for its employees.

Unit employees may report to the City any condition which they perceive to be a working condition which is less than safe or healthful. Upon receiving such a report, the City agrees to meet with the Unit employees to discuss the reported condition.

One (1) employee from Mid-Manager, either Unit 9 or 11, and one employee from Professionals, either Unit 4 or 11, shall be included in the City's Central Safety Committee established by the City's Injury and Illness Prevention Program.

44.3 Classification and Compensation Study

The City and PPMMA mutually agreed to conduct a professional classification and compensation study and jointly selected Ralph Andersen & Associates to conduct the study. The parties agree

to meet and confer and mutually agree on a subsequent Side Letter Agreement covering the additional details of the study. The parties agree that the completion of the study in no way obligates the City to a pre-determined level of pay. Rather the City and the Association agree that review of compensation and benefits packages of comparator agencies is a valuable exercise when developing salary and benefits recommendations for Petaluma employees.

#### **SECTION 45 - FLEXIBLY STAFFED CLASSIFICATIONS**

Flexibly staffed classifications are those so defined by adopted class specifications. Advancement from one level of a flexibly staffed classification to the next level of a flexibly staffed classification (e.g., from Management Analyst I to Management Analyst II) may occur when a position is authorized at the higher level but filled at the lower level and there is a department need. At such time, upon the request of the Department Director and approval by the City Manager, incumbents may advance to the higher level upon attainment of the required training, education, and/or experience, who have demonstrated proficiency in the member's area of assignment. The requirements for advancement within a flexibly staffed series are those established by the adopted job specification.

#### **SECTION 46 – MUTUAL ACCEPTANCE AND RECOMMENDATION**

The parties affix his/her signatures as constituting mutual acceptance and recommendation of this Memorandum of Understanding upon acceptance and approval of the City Council.

(Signatures on Following Page)

**PETALUMA PROFESSIONAL & MID-MANAGERS ASSOCIATION**

/s/ Dennis Wallach  
Dennis Wallach, Labor Negotiator, PPMMA

1/14/2019  
Date

/s/ Tim Williamsen  
Tim Williamsen, President, PPMMA

1/3/2019  
Date

/s/ Matt Pierce  
Matt Pierce, Vice-President, PPMMA

1/14/2019  
Date

**CITY OF PETALUMA**

/s/ Scott Brodhun  
Scott Brodhun, Interim City Manager

1/3/2019  
Date

/s/ Amy Reeve  
Amy Reeve, Director of Human Resources

1/3/2019  
Date

**EXHIBIT A - Salary Table – Unit 11 Confidential**

**Salary Ranges EFFECTIVE OCTOBER 21, 2018 FACTORING IN 3% WAGE INCREASE**

**Unit 11 – Professional**

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
ACCOUNTANT (assigned to Payroll)	31.14	32.70	34.33	36.04	37.83
HUMAN RESOURCES ANALYST I	30.32	31.83	33.41	35.08	36.84
HUMAN RESOURCES ANALYST II	35.66	37.43	39.30	41.27	43.33

\*The position of Accountant assigned the responsibility of the payroll function.

**Unit 11 - Mid-Manager**

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
EXEC ASSISTANT TO CITY MGR	32.08	33.68	35.38	37.13	39.00
FINANCE & ACCOUNTING MANAGER	43.72	45.90	48.19	50.60	53.12
HUMAN RESOURCES ANALYST III	39.05	41.00	43.05	45.21	47.46
LEGAL ASSISTANT	31.10	32.67	34.29	36.01	37.79
RISK & SAFETY OFFICER	52.84	55.49	58.27	61.17	64.23