



**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF PETALUMA**

*and*

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME) – 675**

**July 1, 2018 THROUGH June 30, 2020**

**UNIT 2 – MAINTENANCE**

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## PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Petaluma, hereinafter referred to as the “City” and the American Federation of State, County and Municipal Employees, (AFSCME) Local 675 – Maintenance Unit 2, hereinafter referred to as the “Union.”

The parties hereto desire to confirm and maintain the spirit of cooperation, which has existed between the City and its employees. The Union and the City will strive to promote a harmonious relationship between all parties to this agreement that will result in benefits to the City's operations and its employees, and provide continuous and uninterrupted services.

Both parties agree to the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

The use of the masculine or feminine gender in this MOU shall be construed as including both genders and not as sex limitations.

## SECTION 1 – TERM OF AGREEMENT

### 1.1 Effective Date

This MOU shall be effective for a two (2) year term. The fiscal year commencing July 1, 2018 and ending June 30, 2020.

### 1.2 Notice of Successor Memorandum

The parties shall commence meeting and conferring for a subsequent Memorandum of Understanding no later than the last week of February 2020.

### 1.3 Other Terms of Agreement

- (A) This MOU is subject to the approval of the City Council of the City.
- (B) The terms, benefits, and conditions of employment granted this unit is governed solely by this MOU.
- (C) The terms of this MOU shall commence on July 1, 2018, and continue until the expiration date of June 30, 2020, and from year to year thereafter unless written notice is given by one party to the MOU as set forth in Section 1.2.
- (D) Negotiations upon the modification or amendments shall be conducted promptly at a time and place mutually agreeable to both parties and shall continue through said period in an effort to reach agreement.
- (E) The Union and its officials will not, directly or indirectly, take part in any action against or any interference with the operations of the City during the term of this MOU.
- (F) The City shall not conduct a lockout of its employees during the term of this MOU.



## **SECTION 2 – RECOGNITION**

### 2.1 Recognition – Union Recognition

Subject to the statutory rights of self-representation under Government Code section 3503, AFSCME, Local 675, Unit 2, Maintenance, hereafter referred to as the "Union" is the recognized employee organization for those Maintenance positions listed in Exhibit A – "Salary Table".

### 2.2 Recognition – City Recognition

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

## **SECTION 3 – DEFINITION OF TERMS**

The following definitions apply throughout this MOU unless the context requires another meaning.

- 3.1 The terms "employee" and "employees" as used in this MOU, (except where the MOU clearly indicates otherwise) shall mean only an employee or employees within the unit described in Exhibit A – Salary Table.
- 3.2 The term "temporary" shall mean any individual or individuals whose employment is limited in duration.
- 3.3 The term "regular full-time employee" shall mean an employee in the competitive service who has successfully completed the probationary period and whose normal schedule of work is forty (40) hours per calendar work week.
- 3.4 The term "regular part-time employee" shall mean an employee in the competitive service who has successfully completed the probationary period and whose normal schedule of work is less than a regular full-time employee.
- 3.5 "Calendar day" means the twenty-four (24) consecutive hour period beginning at midnight, and ending at midnight the following day.
- 3.6 "Calendar work week" means a consecutive seven (7) days beginning at 0001 day 1 and continuing until 2400, 168 hours later.
- 3.7 "Normal work week" means any five (5) consecutive calendar days within a calendar work week.
- 3.8 "Seniority" means uninterrupted employment with the City beginning with the last date hired by the City and shall include periods of City employment outside the Unit, but shall exclude periods of layoff, leaves of absence without pay, and leaves of absence, except medical, in excess of thirty (30) consecutive days, including the first thirty (30) days of such absence.
- 3.9 "Probationary Employee" means an employee assigned to a regular position for a probationary period.

## SECTION 4 – UNION RIGHTS

### 4.1 Union Rights – Stewards and Representatives

The City recognizes and agrees to meet with the five (5) accredited Union stewards and representatives of the Union in all matters relating to grievances and the interpretation of this MOU.

- (A) A written list of the officers of the Union and the Union stewards with the specific areas they represent shall be furnished to the City. Notice of any changes of such Union officers or stewards shall be promptly forwarded to the City in writing.
- (B) The number of Union stewards shall not exceed five (5). Any change in the number of stewards shall be made by written consent of both parties.
- (C) Upon the request of the aggrieved employee, a steward or Union officer may investigate the specified grievance and assist in its presentation. A reasonable amount of paid time shall be afforded the steward or Union officer while investigating such grievance. In presenting such grievance to the City, the steward or Union office shall be allowed reasonable time off during regular working hours without loss of pay, subject to prior notification of his/her immediate supervisor and with the concurrence of the City Manager.
- (D) Upon request to the Human Resources Manager, a representative of the Union who will be representing the employee in the grievance procedure may visit work areas at a time mutually agreeable to both parties for the purpose of preparing the case. Such visitation rights shall be limited to a reasonable amount of time and shall not interfere with normal work operations.
- (E) During such visit, the representatives may inspect any area relevant to the grievance with the Union steward or his/her designated representative.

### 4.2 Union Rights – Bulletin Boards

The City shall provide the Union with space on bulletin boards in areas where the Union has employees it represents for the purpose of posting Union notices. Such notices may be posted by the steward, although not limited to the following notices, they may include:

- (A) Recreational and social event of the Union
- (B) Union meetings
- (C) Union elections, appointments
- (D) Results of Union elections

In the event a dispute arises concerning the appropriateness and/or amount of material posted, the steward of the Union will be advised by the City Manager of the nature of the dispute and the disputed material will be removed from the bulletin boards until the dispute is resolved. The City and the Union will meet within five (5) work days to attempt to resolve the issue.

### 4.3 Union Rights – Excused Absence

Upon written request of the secretary treasurer of the Union, an employee who is elected or selected by the Union may be granted an excused absence without pay for a period not to exceed five (5) days per year to attend conferences or conventions. Not more than one (1) employee will be granted an excused absence at any time.

4.4 Union Rights – Union/City Meetings

At the request of either the Union or the City, conferences shall be held for the purpose of considering matters of mutual interest. All such conferences shall be arranged through the steward of the Union, or his/her designated representative, and a designated representative of the City Manager. Representatives of the Union, not to exceed two (2), shall not suffer loss of time or pay when absent from his/her normal schedule of work for the purpose of attending a conference. Conferences may be attended by the AFSCME Business Agent. Benefit plan review and proper classification assignment are examples of appropriate subjects for such conferences.

It is understood that such conferences are not considered meet and confer and any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the MOU, or the rights of either the City or the Union under the terms of the MOU.

4.5 Union Rights – Advanced Notice

Except in cases of declared emergencies, reasonable advance written notice shall be given the Union 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 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 Union, 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.

4.6 Union Rights – List of Employees

The City agrees to monthly furnish the Union with the names, classifications, and dates of hire for all Unit members.

**SECTION 5 – UNION SECURITY**

5.1 Union Security – Agency Shop

The following modified Agency Shop procedures shall apply to all employees represented by the Union.

(A) Limitation of Provision

This provision shall be in accordance with and the parties agree to abide by the provisions of Government Code Section 3502.5.

(B) Duty of Representation

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all bargaining unit employees regardless of whether they are members of the Union.

(C) Applicability

The provisions of this section shall not apply during periods that an employee is separated from the representation unit, including, but not limited to, transfers, layoff and leaves of absence without pay.

(D) Compliance with Federal/State Laws

If any provisions of this MOU are invalid under an applicable federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

(E) Union Certification

The Union certifies that it has adopted, implemented, and will maintain procedures in accordance with all applicable statutes, decisions by the courts of competent jurisdiction, and other applicable legal authority.

5.2 Union Security – Union Membership or Payment of Agency Fee

All bargaining unit employees shall, as a condition of continued employment, either:

(A) Become and remain a member of the Union;

(B) Pay to the Union an agency fee in an amount which does not exceed an amount that may be lawfully collected under applicable constitutional, statutory, and case law. This amount shall be equal to or less than the monthly dues paid by members for the duration of this MOU, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or

(C) Religious Objection

Pursuant to Section 3502.5 (c) of the Government Code, for employees who are a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee shall not be required to join, maintain membership in, or financially support the Union as a condition of employment. Such employee shall, in lieu of payment of dues or agency fee to the Union, pay a charity fee in an amount no greater than such agency fee to one (1) of the following four (4) non-religious, non-labor, charitable funds that are tax exempt under Section 501(c)(3) of the Internal Revenue Code.

The employee shall choose from the following:

- Petaluma Peoples Service Center Meals on Wheels
- Petaluma Peoples Service Center Senior Nutrition Site
- Petaluma Boys and Girls Club
- Hospice of Petaluma

5.3 Union Security – Revocation of Membership

Once each year, in December, and for a new employee, at the time he/she commences employment with the City, each employee of the bargaining unit may elect to revoke Union membership without

penalty to his/her employment with the City, on an appropriate form approved by the City. The party electing to revoke membership shall be subject to the provisions of section 5.2 (C) above.

#### 5.4 Union Security – Payroll Deductions

Payroll deductions for Union dues or agency fees shall be made only upon the employee's written authorization on a payroll deduction form approved by the City and shall terminate in the event the employee chooses the revocation of membership of Union membership in accordance with section 5.3.

(A) Authorization

Subject to the revocation of membership of section 5.3, all new employees who are hired into job classifications in this unit may at the time of hire execute an authorization for the payroll deduction for Union dues. Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until otherwise revoked in accordance with the terms of this paragraph. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned. Any dues deduction authorization will automatically terminate in the event that the Union's status as exclusive representative for the bargaining unit members terminates.

(B) Sufficiency of Earnings

The employee's earnings must be sufficient to cover the amount of the deductions herein authorized after all other required deductions are made. 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 which would have been withheld with the City if the employee had been in pay status during that period. In the case of any employee who is in a non-pay 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 Union dues deduction.

(C) Union Dues

Payroll deductions shall be for a specific amount and uniform as between employee members of the Union. Check-off authorization for Union dues which were executed prior to the execution of this MOU shall remain in full force and effect.

(D) Payment to Union

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

#### 5.5 Union Security – Discipline

No employee shall be disciplined under this section unless the Union has first:

- (A) Notified the employee by letter, explaining that he/she is delinquent in not tendering the required Union fee, specifying the amount of such delinquency, and warning the employee that unless such Union fee is tendered within thirty (30) calendar days, the employee will be reported by the Union to the City for disciplinary action as provided for in this section, and

- (B) Furnished the City with written proof that the procedure set forth in paragraph (A) above has been followed, and has supplied the City with a copy of the letter sent to the employee and notice that the employee has not complied with the request, along with the following certification:

The Union certifies that the employee has failed to tender the Union fee required as a condition of employment under the MOU, and therefore, under the terms of the MOU, the Union requests that the City terminate the employee's employment with the City.

5.6 Union Security – Indemnification and Hold Harmless

The Union agrees to indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, judgments, or any form of liability that may arise out of or by reason of this section, or that arise out or by reason of, any actions taken or not taken by the City under this section. This includes, but is not limited to, the City's reasonable attorneys' fees and costs. In addition, the Union shall refund to the City any amounts paid to it in error on presentation of supporting evidence.

5.7 Union Security – Payroll Deductions

It is the intent of this section is to provide for the regular dues of Union members to be deducted from his/her checks insofar as permitted by law. The City agrees to deduct and transmit to the Union, dues from all Union members within the foregoing unit who have signed an authorization card for such deductions in a form agreed upon by the City and the Union. However, the City assumes no responsibility either to the employee or to the Union, for any failure to make or for any errors made in making such deductions.

5.8 Union Security – Written Authorization – Dues

The written authorization for Union dues deduction shall remain in full force and effect, during the life of the current MOU between the City and the Union unless canceled in writing.

5.9 Union Security – Change in Deductions

Upon written request of the Union, the City shall change the amount of dues deducted from Union members' checks.

5.10 Union Security – Hudson Procedure

The Union shall provide to the City a copy of its "Hudson procedure" for the determination and protest of its fees. The Union shall provide a copy of this procedure to every bargaining unit employee covered by this MOU within ten (10) days of the signing of this agreement. The City shall provide to the Union a list of those employees who are Union employees with the monthly payment of deductions by the City to the Union. Annually thereafter, and as a condition to any change in the union's fees, the Union shall provide each member with a copy of the Union's "Hudson procedures" and shall provide to the City confirmation of such mailing.

## **SECTION 6 – SALARIES**

6.1 Salaries

Salary ranges shall be as specified in Exhibit "A" for each classification.

Effective the first full pay period in July 2018, all unit members shall receive a three percent (3%) base wage increase.

Effective the first full pay period in July 2018, and concurrent with all members paying an additional one percent (1%) towards PERS retirement, for a total contribution of eleven percent (11%), employees shall receive a point seventy-five percent (0.75%) base wage increase.

Effective the first full pay period in July 2018, for employees defined as “classic” this shall mean that the one percent (1%) is added to the current ten percent (10%) employee contribution, for a total of eleven percent (11%). Employees subject to the PEPRA formula shall also pay an additional one percent (1%) in addition to their current contribution for a total of 10.25% (6.25% which is subject to change by CalPERS).

#### Classification and Compensation Study:

Following establishment of comparator agencies, the parties shall engage in a classification and compensation study for benchmarked classifications represented by AFSCME. Both parties agree to work jointly to update job descriptions, with the goal of completion and approval by the Council by January 1, 2020. The compensation study will be completed prior to commencement of negotiations for a successor MOU to this Agreement. 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 Union agree that review of compensation and benefits packages of comparator agencies is a valuable exercise when developing salary and benefits recommendations for Petaluma employees. The compensation piece of the study will use a total compensation model and will examine various items across comparator agencies and the City, including but not limited to top step salary, PERS formula, and LTD Insurance.

#### 6.2 Salary – Permanent Transfer to A New Classification

When an employee is promoted, he/she shall be paid the hourly rate next higher to his/her own within the pay grade for the classification to which he/she was promoted. If the next higher rate is less than four percent (4%) above the employee’s current hourly rate, the employee shall be placed at the next higher step that provides at least a four percent (4%) increase.

#### 6.3 Salary – Transfer to a Lower Classification

A permanent or probationary employee who is transferred to a class with a lower salary without a break in service will receive the same rate of pay he/she received prior to the transfer. Such salary shall not be increased until the time that a higher salary of the class to which he/she was transferred equals or exceeds his/her salary. Such transfer may be departmental or inter-departmental, and may be made by appointment from an employment list, temporary appointment, reclassification of position, or reorganization of department, and shall be in accord with the Personnel Rules and Regulations. The provision of this rule does not apply in cases of disciplinary demotion, demotion in lieu of layoff, or voluntary demotion. When a person is involuntarily demoted to a lower classification he/she shall receive the lower rate of pay, effective the first day assigned to that classification.

#### 6.4 Salary – Transfer or Promotion Entitlement to Retreat

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.

#### 6.5 Temporary Assignment Pay

Employees assigned to perform higher level tasks outside his/her classification shall be compensated at an additional five-percent (5%) on an hour-per-hour basis when such work is being

performed. Employees who are asked to perform such higher level duties are eligible for premium pay when the following conditions are met:

- (A) The employee must have been assigned the work by either the employee's supervising manager or department director.
- (B) If the member thinks an assignment is "out-of-class", it is the responsibility of the employee to inform the person assigning the duty prior to engaging in the assignment.
- (C) If the employee and person assigning the work disagree that the work should be compensated as "out-of-class," the employee shall initiate the work assigned and may resolve the issue through the grievance procedure.

It is the responsibility of the employee to inform the person assigning out-of-class work when such work is finished.

An employee holding a classified position may temporarily be assigned significantly all of the duties of another position in a higher classification for a period not to exceed ninety (90) calendar days during any fiscal year.

- (A) The employee so assigned shall receive either the next higher step in the classification to which he/she is assigned or a five percent (5%) increase, whichever is greater.
- (B) Compensation for vacation, sick leave, and holidays as described in this section shall be computed at the employee's hourly rate on the effective date of termination

#### 6.6 Termination Pay – Employee's Hourly Rate

Compensation for vacation, sick leave, and holidays as described in this section shall be computed at the employee's hourly rate on the effective date of termination.

### **SECTION 7 – SPECIAL COMPENSATION**

#### 7.1 Special Compensation – Smoking Cessation Plan

The City agrees to provide any employee of the Unit up to fifty dollars (\$50.00) for completion of a smoking cessation program, upon receipt of the certificate of completion.

#### 7.2 Special Compensation – Uniform Allowance

The City will provide Uniform Allowance for Animal Control Officers in the amount of five-hundred-twenty dollars (\$520.00) per year, pro-rated at twenty dollars (\$20.00) per paycheck.

#### 7.3 Special Compensation – Work Boots

The City shall pay the cost of all work boots up to two-hundred fifty dollars (\$250.00) per fiscal year. Replacement of work boots shall be on an as-needed basis with approval of the department director. Receipts for work boot reimbursement shall be submitted to Human Resources for processing.

#### 7.4 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 (\$200.00) for



certification at a high level proficiency or verbally fluent or one hundred dollars (\$100.00) for certification at an acceptable level proficiency or conversational.

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

### 8.1 Alternate Work Schedule

The City agrees to consider reasonable alternate work week programs proposed by the Union. 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 Alternate Work Week – Overtime

Employees who are working an alternative work week of forty (40) hours per work week shall be paid overtime for hours worked beyond the regularly assigned hours for that day in accordance with the City's alternative work week policy. For example, for an employee assigned to a 9/80 schedule, overtime shall be calculated after the ninth hour worked in one day or after forty hours worked in a work week; for an employee assigned to a 4/10 schedule, overtime shall be calculated after the tenth hour worked in one day or after forty hours worked in a work week.

### 8.3 Overtime – Missed Meal Period

If an employee is required to work more than six (6) consecutive hours without a meal period during a regular work shift, the employee shall be paid at the rate of time and one-half (1.5) for all time worked in excess of six (6) hours until such time as the employee receives a meal period. Such pay shall be provided only if the employee has informed his/her supervisor of the need to continue work beyond six hours without a meal period and the supervisor has granted permission for the employee to do so. If emergency circumstances preclude the employee from seeking prior approval from his/her supervisor, the employee shall inform his/her supervisor as soon as the employee is able to do so safely.

### 8.4 Overtime – Compensation Rate

Except as otherwise noted in Section 8.2 above, all hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any work week shall be paid for at the overtime rate which shall be one and one-half (1.5) times the regular straight time hourly rate of pay. Overtime shall not be pyramided or compounded.

### 8.5 Overtime – Assignment of

Overtime shall be distributed as equitably as possible, without favoritism, and in the best interests of the City among the employees of the department who are qualified to perform and who have demonstrated the ability to perform overtime services efficiently.

### 8.6 Overtime – Twenty-Four (24) Hour Notice

In general, overtime work shall be voluntary, provided, however, when at least twenty-four (24) hours advance notice of an overtime assignment is given or when it is not practical to give advance notice, an employee will be expected to work.

### 8.7 Overtime – Holiday Schedule

An employee required to work a paid holiday shall receive, in addition to the eight (8) hours holiday pay, further compensation at the overtime rate for the actual holiday worked.

8.8 Rest Periods

Whenever practical, employees who for any reason work beyond his/her regular quitting time into the next shift will be afforded a fifteen (15) minute rest period before starting work on the next shift. In addition, they shall be granted the regular rest period unless an emergency situation occurs or exists.

8.9 Meal Period – Duty Free

All employees shall be granted a meal period of thirty (30) minutes during each scheduled work shift, except for employees who work other than the regular day shift. The designated thirty (30) minute meal period shall be without pay.

8.10 Meals – Non-Duty Free

The City shall pay ten dollars (\$10.00) to an employee who is requested and who does work two (2) hours beyond the employee's normal quitting time and has been prevented from eating a meal after such quitting time. Those employees who work beyond four (4) hours on a callout after having left the City premises shall receive the ten dollar (\$10.00) meal payment.

There shall be granted a rest period at the time, place, and manner that does not interfere with the efficient operation of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure, to extend the meal period, nor may it be regarded as cumulative if not taken.

**SECTION 9 – COMPENSATORY TIME**

9.1 Compensatory Time Off – City Choice

Employees may accrue compensatory time in lieu of being paid for overtime. Employees may accrue up to a total of two-hundred-forty (240) hours of compensatory time per fiscal year. Employees may retain no more than two-hundred-forty (240) hours of compensatory time on the books at any given time. Compensatory time shall be taken at a mutually agreeable time between the employee and the City, subject to the operational requirements of the City. Employees may take up to five (5) days of compensatory time off at a mutually agreeable time between the employee and the City subject to the operational requirements of the City. Compensatory time in excess of the two-hundred-forty (240) hour limit shall be paid at one and one-half (1.5) times the regular rate of pay.

9.2 Compensatory Time Payment

All accumulated compensation time, but for eighty (80) hours, will be paid to the employee by the City on the first paycheck in October.

An employee may submit a request to the City Manager to cash out compensatory time if an employee faces an unforeseen financial hardship, such as significant medical expenses due to a serious illness or injury, or serious property damage caused by an act of nature (severe storm, earthquake). The City Manager shall respond to such request within eight (8) business days. The decision of the City Manager shall be final.

9.3 Compensatory Time Payments – Separation from City of Petaluma

Employees separated from City of Petaluma service shall receive a lump sum payment for all accumulated, unused compensatory time.

## **SECTION 10 – CALLBACK AND STANDBY**

### 10.1 Callback

An employee who is called back to work after having completed his/her regular shift and left the City premises shall receive a minimum of two (2) hours work or two (2) hours pay, at the overtime rate. To the extent an employee is paid overtime premium pursuant to the overtime schedule under Section 8.4 (Overtime) listed above, he/she shall not be paid overtime premium under the callback section for the same time worked. This paragraph shall not apply to employees, who are called in early for a shift, i.e., when they work continuously from the time they are called in until his/her regular shift begins.

### 10.2 Standby – Defined

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, 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 qualification 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.

An employee assigned standby shall be compensated at the rate of eighteen percent (18%) per hour of his/her regular hourly rate for every hour the employee actually stands by.

No employee shall be paid for Standby duty time and other compensable duty time simultaneously. Time actually worked while on Standby duty will be compensated at the employee's hourly rate of pay times one and one-half (1.5).

### 10.3 Standby – Weekend/Holiday

A minimum of one (1) hour at time and one-half (1.5) shall be paid by the City for every call or assignment required. If an employee receives more than one call within a one hour period, the employee will be compensated for a minimum of one hour, or time actually worked, whichever is greater.

### 10.4 Standby – Water Recycling Plant Operator III and Water Recycling Plant Lead Operator

A Water Recycling Plant Operator on standby must be able to respond at the plant within one (1) hour of being called.

### 10.5 Standby – Assignment to Check Computer

A Water Recycling Plant Operator on standby shall: Check the computer two (2) times between the hours of departure from the plant and 10:00 pm.

### 10.6 Standby -Telephone or Electronic Consultation

Telephone or Electronic consultation applies to Water Recycling Plant employees available to work, who are called during their non-work hours. Telephone or electronic consultation begins once the employee is called from a person or the computer and responds with technical assistance and provides information or alarm response to resolve an urgent facility or process problem.

Employees who are called and provide consultation shall be paid at minimum of one hour straight pay. If the problem cannot be resolved by the telephone consultation, then Callback section 10.1 of the MOU shall be applied, if applicable.

10.7 Standby – Does not apply

Section 10.3 does not apply to Water Recycling Plant employees on standby called for a telephone or electronic consultation.

**SECTION 11 – PREMIUM PAY**

11.1 Premium Pay – Arborist Duties

When asked to perform arborist duties having to do with the tree removal permit process, sidewalk repair and replacement, development plan review, tree issues or evaluations related to development, Heritage Tree Ordinance issues and evaluation, tree planting and pruning projects, including planning, design, specifications, implementation, supervision and inspection, an employee shall receive Arborist Premium Pay Differential of one and one-half (1.5) times regular base pay for all time performing such work. An employee must possess an International Society of Arboriculture (ISA) Arborist Certification to perform arborist duties. The City retains the right to consult with an outside consultation service.

11.2 Premium Pay – Heating Ventilation/Air Conditioning/Refrigerant

When asked to perform duties involving work on the Heating Ventilation/Air Conditioning (HVAC) systems beyond maintenance such as compressor replacement, electrical controls, pneumatic systems or duties of repair and replace and when asked to perform duties involving the handling of refrigerants including the purchasing, handling or recycling an employee shall receive HVAC/Refrigerant Premium Pay Differential of one and one-half time regular base pay for all time perform such work. An employee must possess a HVAC, C-10 California Contractors License and Refrigerant Recovery Certificate. The City retains the right to contract out for services.

11.3 Premium Pay – Animal Control Officer Field Training

When designated by the Animal Services Manager to perform Animal Control Officer Field Training for an assigned newly hired Animal Control Officer, the approved Animal Control Officer shall receive five (5%) percent above his/her regular base pay. Field training pertains only to those duties directly related to the training of a newly hired Animal Control Officer.

**SECTION 12 – HOLIDAYS**

12.1 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 calendar years 2018, 2019, and 2020 are as follows:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve

Christmas Day  
 New Year's Day  
 Martin Luther King Day  
 Presidents' Day  
 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

Holidays currently provided 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 10 hours of holiday pay for the holiday. If an employee works a 9/80 schedule, s/he shall receive 9 hours of holiday pay for the holiday. If an employee works a 5/8 (five days per week, 8 hours per day) schedule, s/he shall receive 8 hours of holiday pay for the holiday. The same shall be true for any employee whose regular work week is fewer than 40 hours per week, except that no such employee shall receive more than eight (8) hours of pay for the holiday.

12.2 Holidays – Floating Holidays

During the fiscal year, the City will authorize one (1) "Floating Holiday" 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 a "Floating Holiday" during the course of the fiscal year.

12.3 Holidays – Bonus Holiday

The City and the Union agree that for the two (2) year term of this MOU an employee, who does not use any sick leave during the period between July 1st and June 30<sup>th</sup>, will be awarded one (1) bonus holiday the following fiscal year.

**SECTION 13 – VACATION**

MISC Employees	Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
<b>Unit 2</b>	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

13.1 Vacation – Accrual

All regular employees of the City, 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, after five (5) years of continuous service with the City, and beginning with the sixth (6<sup>th</sup>) 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.

13.2 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.

13.3 Vacation – Deferral

Any eligible employee with the consent of the department director may defer his/her annual vacation to the succeeding calendar year subject to other provisions of this rule. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and vacation leave shall be extended accordingly.

13.4 Vacation – Usage

A newly hired City employee may begin to use accrued vacation during his/her probationary period in the first three (3) months of employment with approval of the City Manager, and as approved by the employee’s supervisor thereafter.

13.5 Vacation – Payment Upon Termination

Employees who leave City employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed two (2) years accumulation.

**SECTION 14 – LEAVES – SICK LEAVE**

14.1 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 that requires the employee's attention. Family members shall include spouse, 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, or as determined by law. No sick leave shall be payable for any injury or absence which results or occurs as follows:

- (A) Participating in any criminal act;

- (B) Working for an employer other than the City.

Neither shall any sick leave be payable;

- (A) During a vacation except when hospitalized or in equivalent confinement; or
- (B) During a layoff, leave of absence, or disciplinary layoff.

All hours of sick leave accrued and all hours of absence, whether or not paid, shall be recorded. To the extent necessary to implement this section, such records may be inspected by an individual employee and/or authorized Union representative.

#### 14.2 Sick Leave – Accrual

- (A) Sick leave shall accrue to all full-time employees at the rate of one (1) day eight (8) hours for each month of continuous service. No employee shall accumulate more sick leave in any year than is provided.
- (B) Sick leave shall continue to accrue while an employee is on vacation, sick leave, or job-connected injury leave.
- (C) No employee shall be eligible for sick leave before it accrues.
- (D) Employees serving his/her probationary period may take up to one (1) day sick leave with pay for each month worked. Employees hired on or before the fourteenth (14<sup>th</sup>) of the calendar month shall be credited with one (1) day of sick leave at the end of that month. Employees hired on or after the fifteenth (15<sup>th</sup>) of the calendar month shall not be credited with any sick leave for that calendar month.
- (E) For the purpose of charging sick leave, the minimum sick leave chargeable will be one (1) working hour.

#### 14.3 Sick Leave – General

- (A) On taking sick leave time, the employee must notify his/her department director either prior to, or within thirty (30) minutes after, the time set for beginning his/her daily duties.
- (B) Sick leave shall not be considered as a right, which an employee may use at his/her discretion, but a privilege, which shall be allowed only in case of necessity and actual sickness or disability.
- (C) When an employee is absent for more than three (3) consecutive days, the department director may require a doctor's certificate for such sick leave absence.
- (D) Upon review of an employee's sick leave record, and where there appears to be a pattern of abuse, the supervisor shall notify the employee and the Union representative in order to discuss the sick leave usage. The supervisor will have the option to immediately require a doctor's certificate for any future absences. This would constitute a verbal warning. If the abuse still continues, the supervisor may initiate a suspension and/or dismissal action through the procedure outlined in the Personnel Rules and Regulations.

- (E) If an employee has not recovered by the time he/she has exhausted his/her accumulated sick leave, the City Manager, upon receipt of such request in writing, may grant him/her leave of absence not to exceed the time limitations of section 21.
- (F) Upon the expiration of a leave of absence quoted under section 21, the employee shall be returned to the same class or position or to any position to which he/she had been eligible to transfer at the time his/her leave of absence was granted, provided he/she furnishes medical certification of ability to perform the position for which he/she is eligible.
- (G) The City Manager may revoke pay and sick leave time if the employee is not sick, or if he/she has engaged in private or other public work while on such leave. Abuse of sick leave as stated above is sufficient grounds for dismissal.
- (H) No penalties shall be imposed on employees for taking justifiable sick leave to which the employee is eligible.

#### 14.4 Sick Leave – Transfer

Employees wishing to donate hours of sick leave to another employee may voluntarily do so by sending approval 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 one-hundred-sixty (160) hours sick leave.
- (B) Transfer amounts shall be limited to the number of actual hours needed and used by the recipient.
- (C) Any donated sick leave hours unused by a 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 accrued compensatory time.
- (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) Transfers shall only be allowed between all Units.

#### 14.5 Sick Leave – Retirement Payout

In the event of death or retirement, an employee who has completed ten (10) years or more with the City of Petaluma shall receive fifty (50%) percent of his/her accumulated but unused sick leave, not to exceed four-hundred-eighty (480) hours. An employee may, however, elect to place all sick leave hours under the PERS Sick Leave Credit program.

## **SECTION 15 – LEAVES – INDUSTRIAL INJURY LEAVE**

### 15.1 Industrial Injury Leave – Workers’ Compensation



Benefits shall be payable in situations where employee absence is due to industrial injury as provided in California State Workers' Compensation Law. The amount of disability payments

paid to the injured employee shall be deducted from salary payable to the employee while supplementing his/her salary through sick leave, vacation, or compensatory time off. During the first one-hundred-sixty (160) hours of absence for industrial disability, the City will pay employees an amount which when added to his/her Workers' Compensation benefit will equal his/her regular salary rate. Medical appointments related to industrial injury or illness shall be calculated on an hourly basis. This supplemental amount shall not be deducted from the employee's sick leave, vacation, or compensatory time off benefit. In the case of absences beyond one-hundred- sixty (160) hours, equating to forty (40) hours per week, the employee shall be entitled to supplement the temporary disability payment with the use of sick leave, vacation, or compensatory time off for a period of up to six (6) consecutive months unless such sick leave is exhausted or the employee is determined to be permanent and stationary (See Section 35-Long Term Disability). The City shall pay the regular salary, based on the combination of the temporary disability benefit plus sick leave, vacation, or compensatory time off. The injured employee may choose to receive workers' compensation payments only, without City payment for salary at no loss of sick leave, vacation, or compensatory time. Sick leave for industrial injury shall not be allowed for a disability resulting from a non-job related illness, self-inflicted injury, or willful misconduct.

15.2 Industrial Injury Leave – Determination of Industrial Disability Leave

Except as otherwise limited by this Section, the amount of industrial disability income available to an eligible employee shall be determined by multiplying the number of hours, not to exceed forty (40) hours in a calendar week, of time lost from work because of the disability, times the employee's hourly rate at the time the injury occurs.

15.3 Industrial Injury Leave – Notice and Proof of Industrial Disability

No industrial disability leave shall be permitted unless the employee's supervisor is notified of the nature of the disability and the probable duration thereof as soon as possible, but in no event later than the conclusion of the current work day, except when the failure to notify is due to circumstances beyond the control of the employee. The injured employee must complete a notice of injury form within the time limits stated.

In all cases on returning to work an employee claiming, or having received, industrial disability leave must certify on a form provided by the City as follows:

- (A) The nature of the industrial disability which prevented him/her from working, including time, dates, and circumstances, and whether or not under the care of the City's physician.
- (B) The amount of time lost from work in hours because of the disability.
- (C) The name of the individual to whom notification of the accident was given or the reason notice was not given.
- (D) A release from an approved physician stating that the employee has recovered and is capable of returning to work.

- (E) In the event that facts and circumstances indicate that the employee may not be eligible for industrial disability leave as claimed, evidence of industrial disability may be requested such as a physician's statement of the industrial disability.
- (F) Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding industrial disability income.

### **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), stepparents, 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 230 and 230.1 allows use of such 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 days' notice that he/she will be taking time off to vote.

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

An employee may take up to forty (40) hours off in a year to participate in his/her child's school activities, in accordance with California Labor Code Section 230.8.

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

### 21.1 Leave – Method of Requesting Leaves of Absence Without Pay

An employee who desires a leave of absence from work without pay shall file a written request with the department director on forms provided by the Human Resources office, stating the title of his/her position, the beginning and ending dates of the requested leave and a full statement of the reasons for such request. The department director may grant or deny such leave for a period not to exceed three (3) work days. Request for additional leave must be submitted in the same manner to the City Manager.

### 21.2 Leave – General Conditions

During a leave of absence without pay, an employee will not accrue vacation nor be eligible for any payments for time off work as provided by this MOU.

Subject to and consistent with the group health and life insurance plan, coverage may be continued during a leave of absence without pay provided direct payment of the total premium is made by the employee in a manner prescribed by the City.

During a leave of absence, both the City's and the employee's contributions to the employees' retirement plan are discontinued and benefits do not accrue, nor can they be withdrawn, nor are they forfeited.

### 21.3 Leave – Personal Leave

An employee for personal reasons may be granted a leave of absence without pay by the City for a period not to exceed three (3) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed six (6) months. A leave for personal reasons as herein provided may not be used to extend or compound a leave of absence granted under any other provision of this MOU.

### 21.4 Leave – Medical Leave

An employee who (1) is unable to work because of non-industrial personal sickness or injury, or (2) has exhausted sick leave and vacation payments, may be granted a leave of absence without pay upon request in writing and the furnishing of satisfactory evidence of sickness or disability. The evidence of disability may be furnished by any person having direct knowledge of the sickness or disability. The leave of absence available pursuant to this paragraph contemplates a short term leave which is agreed to be a period of one (1) calendar month or less.

For continuing disability, extended leave of absence without pay may be granted for a period up to six (6) months unless further extended by the City. In no event will an extended leave of absence without pay exceed one (1) year. The amount of extended leave of absence granted pursuant to this paragraph shall be dependent upon the employee's furnishing satisfactory proof of disability, a showing of receiving continuing and appropriate medical treatment, and the furnishing of a physician's opinion that leave of absence is warranted for medical reason and that his/her prognosis is that the employee will be physically fit to perform his/her duties at the end of the requested leave of absence. In the event the employee's physician's prognosis and report is equivocal, the City may request its physician to submit his/her independent report.

In order to be eligible to return to active employment, the employee returning from a medical leave of absence must provide, at least fourteen (14) calendar days prior to the end of leave, a statement from the employee's physician releasing the employee to return to work. If the employee cannot return to his/her former position, he/she will be placed in an eligible category for a classification for which he/she has the ability to perform the work.

The City, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him/her to active employment.

### **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.

For the purposes of this section, time served as a juror or as a witness, compelled to appear on behalf of the City under subpoena, by an irregular shift employee shall be paid time not to exceed the number of hours the employee would have worked on such day. However, such time shall not be considered as time worked for purposes of overtime. It is the intent of this section to allow an employee compelled by law to appear as a juror or witness to compute that time as a portion of the employee's work day so that the employee will not be required to appear in court under service of process and also work a shift for the City during one twenty-four (24) hour period.

### **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 state 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 – DISCRIMINATION, HARASSMENT & RETALIATION PROHIBITED**

The City and its employees are prohibited from discriminating against an applicant or employee because the employee is in a "protected class" (based on age, race, etc.) in taking any personnel actions (such as hiring, promotion, discipline, etc.) Employees are prohibited from harassing any employees due to race, sex, age, etc. The City and its employees are prohibited from retaliating against an employee because the employee has filed a complaint of discrimination or harassment or opposed actions by other employees that constituted discrimination or harassment.

## **SECTION 26 – REASONABLE ACCOMMODATION**

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

## **SECTION 27 – CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The Union and the City have reached agreement on establishing a different level of benefits (two-tiered retirement) for newly hired Miscellaneous employees. Effective upon agreement with the City's other Miscellaneous bargaining units; the City shall amend its contract with CalPERS. The amended contract shall provide that Miscellaneous employees hired after the effective date of the amendment shall receive 2% at 60 formula retirement plan and the three-year final average compensation; instead of the current benefit of 2% at 55 formula retirement plan and one-year final average compensation.

The establishment of this second tier of benefits shall not affect the benefits currently in effect for employees hired prior to the effective date of the CalPERS contract amendment.

The City provides Miscellaneous employees with the two percent (2%) at fifty-five (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 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 by Section 21329 (April 1, 1971).
- Retired Death Benefit of five-hundred dollars (\$500.00) 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 contribution paid to CalPERS through section 414(h)(2) of the Internal Revenue Code pursuant to City of Petaluma Resolution 90-363 N.C.S.

**SECTION 28 – HEALTH BENEFITS – ACTIVE EMPLOYEES**

**28.1 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 28.2 Additional Contribution – Effective January 1, 2018.

**28.2 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 Section 28.1 Active Employees – PEMHCA Contribution. 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) times ninety-five percent (95%) equals the City’s benefit contribution of 95% (\$614.52). The PEMHCA contribution (\$133.00) is added to the City’s benefit contribution of 95% (\$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.

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

The 2019 CalPERS premium for Kaiser – Bay Area is unknown. The required 2019 PEMHCA contribution is one-hundred-thirty-six dollars (\$136.00). Effective January 1, 2019, 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 2019 shall be equal to the actual 2019 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.

28.4 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.

28.5 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 dollar paid by the City.

**SECTION 29 – HEALTH BENEFITS – RETIRED EMPLOYEES**

29.1 Retired Employees – CalPERS and the 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 to be eligible to receive health benefits through CalPERS upon retirement, a City of Petaluma employee 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.

29.2 "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.

By way of explanation, for calendar year 2012, the formula for determining the City's PEMHCA contribution for retirees is as follows: 18 years in the PEMHCA program x 5% = 90% x \$112.00 (minimum employer contribution for active employees for 2012) = \$100.80

For calendar year 2013, the formula for determining the City's PEMHCA contribution for retirees is as follows: 19 years in the PEMHCA program x 5% = 95% x \$115.00 (minimum employer contribution for active employees for 2013) = \$109.25

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.

**29.3 CalPERS Annuitant – PEMHCA Health Benefits**

In accordance with the PEMHCA provisions, if an employee is a CalPERS annuitant as defined in Section 29.1 and receives health benefits under the PEMHCA, the employee is eligible to receive the City’s PEMHCA contribution amount specified in Section 29.5 below, regardless of the number of years of service with the City of Petaluma.

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

An 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.

**29.5 Less Than 20 Years of Service – Receiving PEMHCA Health Benefits**

An employee with less than twenty (20) years of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 29.1 and enrolled in the CalPERS health benefit program is eligible to receive the City’s PEMHCA contribution amount according to the following schedule:

<b>Calendar Year</b>	<b>City’s Monthly PEMHCA contribution</b>
2016	\$125.00
2017	\$128.00
2018	\$133.00
2019	\$136.00
2020	Minimum PEMHCA contribution as set by CalPERS

The City’s PEMHCA contribution amount is deducted from the retiree’s monthly health premium and paid to CalPERS directly by the City.

**29.6 20 Years or More of Service – Not Receiving PEMHCA Health Benefits**

An employee with twenty (20) or more years of service with the City of Petaluma 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.

**29.7 20 Years or More of Service – Receiving PEMHCA Health Benefits**

An employee with twenty (20) years or more of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 29.1 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.



<b>Calendar Year</b>	<b>City 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 responsibility of the retiree to notify the City in writing if he/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 one-hundred-forty dollars (\$140.00) at the beginning of the following month.

**SECTION 30 – 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 (50%) percent of the health insurance premium amount of the CalPERS Kaiser-Bay-Area that the City would otherwise pay for the employee and his/her family members. The cash in-lieu amount for dental insurance benefits shall be in the amount of fifty (50%) percent 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.

Employees hired on or after 10/10/16

For new City employees hired on or after October 10, 2016, the cash in-lieu amount for health benefits shall be \$400.00. Employees hired on or after ratification and approval 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 enroll into the City’s medical plan, then he/she must meet the current terms and conditions of the City’s medical plan.

## **SECTION 31 – 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/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 32 – DENTAL INSURANCE**

The City shall continue to provide dental coverage and pay the total premium costs for the employee and eligible dependents for the term of the Memorandum of Understanding. 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 \$2,000.00 lifetime maximum per dependent child). Dependent Children are eligible for dental and orthodontic coverage from birth to age 26.

## **SECTION 33 – 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) and/or cosmetic contact lenses are available once a calendar year with a maximum benefit of one-hundred-eighty dollars (\$180.00).

## **SECTION 34 – LIFE INSURANCE**

The City shall provide for a group term life insurance program for the City employees in this Unit. The City shall pay, during the course of the MOU, the insurance cost towards employee only coverage for such insurance in the principle sum of seventy-five thousand dollars (\$75,000.00) per employee.

## **SECTION 35 – DISABILITY INSURANCE**

### **35.1 Short-Term Temporary Disability Benefit Program**

The City has established and shall provide eligible employees with a short-term temporary disability benefit program in accordance with administrative policy.

35.2 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.

35.3 Long-Term Disability Insurance

The City shall provide for a long-term disability plan, with the premium to be paid for by the City.

**SECTION 36 – 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 37 – DEFERRED COMPENSATION**

The City of Petaluma shall make available to employees a Deferred Compensation Plan.

**SECTION 38 – CLASS B DRIVERS' LICENSE**

38.1 Class B Requirement

It is the goal of the Union and the City to ensure that all employees are qualified to use the equipment required for the job. In order to meet this goal, the City will provide the following training for Class “B” licenses.

38.2 Class B – New Hires

All new hires, assigned to those positions listed below, will be required to have a Class “B” license.

38.3 Class B – Application

- (A) The City will pay the cost of the initial medical exam and the application fee for the license.
- (B) An on-site training will be provided prior to testing.
- (C) Written training materials will be provided.
- (D) The City will provide training videos regarding driving and safety checks.
- (E) The City will provide a Department of Motor Vehicle approved certification process to cover in-house personnel.
- (F) As new equipment is brought on line that requires a Class “B” license, this procedure will apply.
- (G) The City will pay for one additional medical and/or driving practical test should a re-exam be necessary.
- (H) Renewal of licenses and associated fees will be paid by the City (i.e. - the difference between the cost of the Class “B” and the general Class “C” license).

38.4 Class B – Lap/Loss of Class B – Medical

For those individuals who are unable to meet the medical certification required for the equipment, the following will apply:

- (A) The City will evaluate the level of services able to be provided without the Class “B” and see if the license requirement for the individual position can be waived.

OR

- (B) The City may use the current language in the MOU to effectuate a transfer to a position where the license is not required. This shall be interpreted in accordance with state and federal law.

- (C) For an employee who is currently in possession of a Class “B” license and is unable to transfer to another position where the license is not required, the City will have the right to reclassify the employee to a lower classification in a position that does not require the Class “B” and “Y” rate the employee so assigned.

38.5 Class B Lap/Loss – Written/Practical

For those individuals who are unable to meet the certifications required for the written/practical exam, the following will apply:

- (A) The City will evaluate the level of services able to be provided without the Class “B” and see if the individual position can be waived.

- (B) The City may use the current language in the MOU to effectuate a transfer to a position where the license is not required.

- (C) If 1 or 2 is not achievable, the City and the Union will meet and explore other option on an individual basis.

- (D) Any dispute shall be resolved through the grievance procedure as set forth in Section 46 of the MOU.

38.6 Class B – DOT Testing

This section will not apply to any disciplinary action that results from drug and alcohol testing as required by City policy or by the Department of Transportation.

CLASS “B” Required

- Assistant Utility System Operator
- Equipment Maintenance Leadworker
- Equipment Mechanic
- Utility Service Worker I/II/III
- Utility Service Leadworker

Note: As new equipment is acquired, new classes or sections may be added.

## **SECTION 39 – PROMOTIONS**

### 39.1 Promotion – Application

Except for those positions not requiring written examinations, promotions in the City service shall be based on a competitive examination and records of efficiency, character, conduct or other generally accepted qualifications deemed necessary or reliable in obtaining a passing grade. The City will give significant consideration to the performance of the employees, seniority, physical fitness, and ability to perform the work. Lists shall be created and promotion made from the same manner as prescribed for original appointments. Whenever practical, vacancies shall be filled by promotion. The rules covering promotional examination shall be the same as those governing original entrance examinations.

### 39.2 Promotion – Notice of Examinations

Notice of examinations shall be printed and shall be posted on the official bulletin boards of the City and may be advertised by any other means chosen by the Human Resources office. Public notice shall be posted at least five (5) days prior to the final filing date, and shall contain the following information.

- (A) The title and rate of pay for the position to be filled;
- (B) Some typical duties to be performed;
- (C) Minimum qualifications required;
- (D) The method of securing application forms and the final filing date on which applications will be accepted;
- (E) The relative weights assigned to the various parts of the examination;
- (F) The minimum passing score.

In addition to the posting and any other advertising that takes place for a position as outlined in the above paragraph, a copy of the notice will be sent to the Union for those positions in the work unit which they represent.

Employees who have successfully passed an examination for a higher position, and have been certified for the higher position, will be deemed to qualify for positions with lesser qualifications and may be certified to a lesser position, provided no lists exist for the lesser positions.

In the event that an applicant accepts a lower classified position, he/she will be allowed to remain on the eligibility list for higher classification until the list is abolished.

## **SECTION 40 – TEMPORARY APPOINTMENTS**

It shall be the policy of the employer to avoid temporary appointments whenever possible, unless failure to do so will seriously hamper the success of the City program. Under such circumstances and when sufficient time may not be taken to fill a permanent position through the normal procedure, a temporary appointment may be made. Employees receiving temporary appointments shall be required to qualify by the normal selection procedures to become a probationary employee in that class within sixty (60) days.

During any period in which employees are being considered for promotion and during any posting period, it shall be the policy of the employer to avoid temporary employment to such positions, unless the failure to make appointments to such positions would seriously hamper the success of the City program. Under such circumstances and when sufficient time may not be taken to fill a permanent position through the normal procedure, a temporary appointment may be made.

#### **SECTION 41 – TRANSFERS BETWEEN SECTIONS**

##### **Transfer Between Sections – Applications**

The City Manager may authorize a change for an employee from one (1) position to another in the same or comparable class of work where the same general type of qualifications are required for entrance to such a position.

- (A) When an employee within his/her own classification and work section wishes to change from one (1) shift to another shift, he/she shall file a request for transfer identifying the shift he/she is in and the one (1) he/she chooses to transfer to and file it with the Human Resources office.
- (B) Request for transfer from one department or work section to another department or work section having a different jurisdiction or different function shall be filed with the Human Resources office and shall be done only with the consent of both Department Directors involved, unless such a transfer is ordered by the City Manager for purposes of economy or efficiency.
- (C) Any person transferred to a different position shall possess the minimum qualifications for that position.
- (D) An employee who has been transferred pursuant to his/her request or who has been promoted and not returned to his/her former classification, need not be considered by the City for a subsequent transfer or promotion during the six (6) month period following his/her transfer or promotion.
- (E) If the employee has filed more than one (1) request for transfer, only the most recent of his/he requests will be considered by the City for making a transfer. Such transfers will be considered only if the employee possesses the minimum qualifications for the position.

#### **SECTION 42 – NEW OR CHANGED CLASSIFICATIONS**

The City shall notify the Union staff representative and the president when proposing to abolish or create a new bargaining unit position. In the event a new classification is established, the City shall assign it to a pay grade based upon the work to be performed after comparison with other classifications.

The City shall provide the Union staff representative and the president with a written classification description of the new or changed classification, which shall describe the content sufficiently to identify the classification.

Upon receipt of the City's description, the staff representative or the president of the Union, or his designated representative, shall be afforded an opportunity to discuss the new or changed

classification and meet and confer as provided by the MMBA regarding assignment to the pay grade with the City Manager or his representative. If the Union does not request a meeting within five (5) work days of the receipt of the City's recommendation, it shall be deemed to be approved by the Union.

### **SECTION 43 – SENIORITY**

#### 43.1 Seniority Application

In the event of any reduction in the work force, the City will apply the principle of seniority and the last employee hired shall be the first laid off. In rehiring, the last person laid off shall be the first rehired. A complaint regarding compliance with this section shall be a subject for grievance. In rehiring former employees laid off under this section, the City shall offer re-employment in the order of seniority to such former employees who at the time of layoff were performing services essentially the same as required for the vacancy, provided that the period of layoff has not exceeded one (1) year.

In shift assignments, the City will give consideration to the preference of employees and to seniority; provided, however, that final responsibility and authority in job assignments, the determination of qualifications, and the method of determining the qualifications for any job, shall remain vested in the City.

Seniority shall be terminated by:

- (A) Resignation
- (B) Discharge for cause
- (C) Retirement
- (D) Failure to return to work from layoff within seven (7) calendar days after notice to return by certified or registered mail or by telegram addressed to the employee at his/her last known address on file with the Human Resources office.

#### 43.2 Seniority List

The City shall prepare and maintain a seniority list, which shall show the names, classification title, department, and seniority date of all employees. The Union shall be given two copies of the list within thirty (30) calendar days after the date of this MOU, and thereafter a current list every six (6) months.

A seniority list, including the same information, shall be maintained for each department. This list shall be available for inspection by the employee or his/her steward.

These lists shall be deemed correct as to an employee's seniority date unless the employee, or the steward for the employee, notifies the City to the contrary in writing within five (5) days after a list is given to the Union.

### **SECTION 44 – PROBATION**

An employee is a probationary employee for his/her first six (6) months of employment in any classification. In the event of a promotion of a permanent employee to a higher classification, the

six (6) month probationary period in the higher classification will be reduced by one (1) day for each two (2) days the employee had worked in temporary assignments in that higher classification. Periods of absence exceeding five (5) working days shall not be counted toward completion of the probationary period.

No matter concerning the discipline, lay off or termination of a probationary employee shall be subject to the grievance procedure.

An employee who has been promoted but does not successfully pass his/her promotional probationary period of six (6) months, shall be reinstated to the position which he/she held prior to the promotion pursuant to section Transfers and Promotions.

Upon an employee request within a one (1) month period following a promotion, he/she shall be returned to a regular job opening in the classification from which he/she was promoted, at the pay rate from which he/she was promoted, but in no event shall he/she be held in the promotional position over one (1) month following his/her request for reinstatement to the lower position. Upon reinstatement to the former position, the employee's name will be removed from the promotional eligibility list.

### **SECTION 45 – DISCIPLINE PROCEDURE**

#### 45.1 Discipline – Methods

When an employee has not met standards of professional conduct the City of Petaluma may impose the following types of discipline:

- (A) Verbal Counseling
- (B) Letters of Counseling
- (C) Corrective Written Action
- (D) Suspension Without Pay
- (E) Reduction in Pay
- (F) Demotion
- (G) Disciplinary Probation
- (H) Discharge/Termination

Any authorized supervisor may initiate and recommend discipline for cause against an employee under his/her supervision in accordance with these procedures.

#### 45.2 Discipline – Verbal Counseling

The City may correct an employee with verbal counseling. There shall be no written notice of verbal counseling placed in an employee's personnel file.

#### 45.3 Discipline – Letters of Counseling

The City may correct an employee with a letter of counseling. The letter of counseling shall be placed in an employee's personnel file. Employees may request in writing to the Department Director, with a copy to the Human Resources office, that letters of counseling which are two (2) or more years old be destroyed when:



- (A) The employee's personnel file does not contain subsequent letters of corrective action;
- (B) There is no other current or pending corrective action at the time the employee submits his/her request to the Department Director.

45.4 Discipline – Corrective Written Action

The City may correct an employee in a written notice. The written notice shall include the basis for the correction and by attachment any other relevant documents. The employee may within thirty (30) calendar days respond to the City, either in writing or orally to the notice before it is placed in his/her personnel file. If the employee chooses, he/she may prepare a written response and have it placed with the City's written correction in his/her personnel file. There shall be no further appeal of a written correction.

45.5 Discipline – Employee Notice

For discipline other than a written correction, the employee shall receive a written notice of the discipline, the basis for the discipline, and by attachment other documents upon which the discipline is based, along with notice of the right to respond, either in writing or orally, before discipline is imposed.

If requested by the employee in writing within fourteen (14) calendar days the City shall meet with the employee, unless a different date is set by mutual agreement.

45.6 Discipline – Employee Response

If the employee elects to respond to the discipline, he/she shall either provide a written request to the City within seven (7) calendar days of receiving the notice of discipline. The request may be accompanied by a written position statement. If requested, the Department Director shall convene a meeting within seven (7) calendar days of receiving the request to review the employee's response and position before discipline is imposed. The employee shall be entitled to a representative of his/her choice, provided that the representative shall not be directly involved in the events underlying the proposed discipline. At the meeting, the employee shall be provided an informal opportunity to respond to the discipline and to present any information for consideration by the Department Director. Seven (7) calendar days after the employee has been provided an opportunity to respond to the discipline, the Department Director shall issue a written notice with his/her decision.

45.7 Discipline – Employee Appeal

For suspension greater in severity than five (5) working days, and other discipline other than written correction, the employee shall have the right to appeal the Department Director's decision to the City Manager or alternatively, the Union may elect to appeal the discipline to advisory arbitration before discipline is imposed. If the employee elects to appeal the discipline to the City Manager, or if the Union elects to appeal the discipline to advisory arbitration, they shall within fourteen (14) calendar days from the notice of the Department Director's final decision submit a written request to the City Manager to appeal the discipline. If no written request is submitted to the City Manager within the fourteen (14) day time frame, the right of appeal is waived and the discipline shall become final.

45.8 Discipline – Employer Review

If the employee elects to have the City Manager review the discipline, the City Manager shall convene a meeting to review the employee's response and position before discipline is imposed. The employee shall be entitled to a representative of his/her choice. At the meeting, the employee

shall be provided the opportunity to respond to the discipline and to present any information for consideration by the City Manager. Fourteen (14) calendar days after the employee has been provided an opportunity to respond to the discipline, the City Manager shall issue a written notice with his/her decision. The City Manager's decision shall be final.

45.9 Discipline – Advisory Arbitration

As an alternative, the Union may elect to appeal discipline to advisory arbitration before discipline is imposed.

- (A) The arbitrator shall be selected from a list provided by the American Arbitration Association or the State Mediation and Conciliation Service. A list of seven names shall be requested from either source in a manner to be jointly agreed upon by the City and Union. The City and the Union, shall alternatively delete names from the list.
- (B) The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the City, the employee and the Union.
- (C) The arbitrator shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusion whether the discipline was for just cause and whether the discipline was appropriate. The arbitrator may recommend an outcome, but the final authority rests with the City Manager.
- (D) Within thirty (30) calendar days after the hearing, the arbitrator shall submit in writing his/her advisory recommendations to the City Manager and the employee.
- (E) Within fourteen (14) calendar days of receipt of the arbitrator's advisory recommendations, the City Manager shall issue a final decision. The City Manager's decision shall be final.
- (F) Any costs associated with the arbitration hearing shall be borne equally by the City and Union.
- (G) City employees who are employed "at-will," or who are temporary or probationary, are not subject to the requirement of good cause, and are not entitled to these discipline procedures.

**SECTION 46 – GRIEVANCE PROCEDURE**

46.1 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).

#### 46.2 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.

#### 46.3 Grievance Procedure

##### (A) Step One

An employee, a group of employees or the Union 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, a group of employees or the Union 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 47 – LAYOFF AND RECALL

### 47.1 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 notify the Union fourteen (14) days prior to implementation of the work elimination, in order to allow the Union to meet and confer with respect to the effects of the proposed action upon the bargaining unit employees and to propose effective economical methods, if any, by which such work could continue to be provided by the City’s own employees. It is not the intention of the City to contract out work normally performed by bargaining unit employees. If the City proposes to abolish a position, whether filled or vacant, the City will notify the Union and afford the opportunity to meet and confer.

### 47.2 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.

### 47.3 Layoff – Employee Notification

Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days’ prior notice.

### 47.4 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 47.7 is qualified. All persons so demoted shall have his/her names placed on the re-employment list.

### 47.5 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 47.6, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur.

### 47.6 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.

47.7 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.

47.8 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.

47.9 Recall Duration of Re-Employment List

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

**SECTION 48 – EMPLOYEE PERSONNEL FILES**

48.1 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 member.

48.2 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.

**SECTION 49 – OTHER**

49.1 Employee Job Training

Any training required by the City will be subject to the Fair Labor Standards Act. Books and tuition will be paid for by the employee.

49.2 Safety Committee

A Labor/Management Safety and Health Committee shall be established within Unit 2. This Committee shall consist of one (1) member of the Union under Public Facilities and Services, one (1) member of the Union under Water Resources and one (1) member of the Union under Parks and Recreation and two (2) members of Management. The duties of the Labor/Management Safety Committee shall be as outlined in the City's Injury and Illness Prevention Program. The Committee shall meet quarterly.

A Safety Committee composed of one (1) member of this Unit and a member of management shall meet with other Unit designees in a Safety Committee that shall meet at least twice (2x) yearly to discuss safety practices, methods of reducing hazards, safety training, building inspections and other mandatory elements of the City's Injury and Illness Prevention Program.

**SECTION 50 – SEVERABILITY CLAUSE**

In the event that any portion of this MOU is declared invalid by a court of competent jurisdiction, it shall not affect the validity of any other portion of this MOU not invalidated. Any portion held invalid shall be re-negotiated so as to effectuate the purposes and intent of the invalid portion if legally possible.

**SECTION 51 – MUTUAL ACCEPTANCE AND RECOMMENDATION**

This document represents the final and complete MOU resulting from the 2018 Meet and Confer sessions with the American Federation of State, County and Municipal Employees, AFSCME LOCAL 675, Maintenance –Unit 2.

Representatives of the City and Unit 2 acknowledge that they have fulfilled his/her mutual respective obligations to meet and confer under the Meyers-Milias-Brown Act. As a result, the parties have come to a mutual understanding, which the representatives of the City and Unit 2, who have the approval of his/her members, agree to recommend for acceptance and approval to the City Council of the City of Petaluma.

The parties affix his/her signatures as constituting mutual acceptance and recommendation of this MOU to become effective July 1, 2018 upon acceptance and approval of the City Council.

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

/s/ Larry Hendel 7/19/2018  
Larry Hendel, Business Agent, AFSCME Date

/s/ Ken Whaley 7/16/2018  
Ken Whaley, Union President, AFSCME Date

/s/ Mike Seslar 7/16/2018  
Mike Seslar, Union Vice-President, AFSCME Date

/s/ Leslie Manning 7/17/2018  
Leslie Manning, Treasurer, AFSCME Date

/s/ Suzanne Terry 7/18/2018  
Suzanne Terry, Secretary, AFSCME Date

**CITY OF PETALUMA**

/s/ John Brown, 7/23/2018  
John Brown, City Manager Date

/s/ Amy Reeve 7/12/2018  
Amy Reeve, Director of Human Resources Date



**EXHIBIT A – SALARY TABLE****AFSCME – Local 675, Maintenance Unit 2****EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2018 FACTORING IN 3% WAGE INCREASE & JULY 2018 0.75% PERS COST-SHARE**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Airport Maintenance Worker	22.66	23.80	24.98	26.22	27.53
Assistant Utility System Operator	29.85	31.34	32.91	34.55	36.29
Electric Maintenance Worker I	30.15	31.65	33.23	34.89	36.64
Electric Maintenance Worker II	33.86	35.56	37.33	39.19	41.16
Equipment Maintenance Worker	25.41	26.69	28.03	29.43	30.89
Equipment Maintenance Lead	34.65	36.38	38.20	40.12	42.12
Equipment Mechanic	32.01	33.61	35.30	37.06	38.90
Facilities Maintenance Worker I	30.15	31.65	33.23	34.89	36.64
Facilities Maintenance Worker II	33.86	35.56	37.33	39.19	41.16
Maintenance Wkr III / Docks & Bridge	28.59	30.02	31.52	33.10	34.75
Park Maintenance Worker I	22.66	23.79	24.98	26.22	27.53
Park Maintenance Lead Worker	30.71	32.25	33.86	35.56	37.33
Park Maintenance Worker II	27.19	28.55	29.97	31.48	33.05
Park Maintenance Worker III	28.59	30.02	31.52	33.09	34.75
Parks Maintenance Foreworker	33.03	34.68	36.41	38.23	40.15
Public Works Crew Supervisor	33.04	34.68	36.41	38.23	40.15
Street Maintenance Worker I	22.66	23.79	24.98	26.23	27.53
Street Maintenance Worker II	27.19	28.56	29.98	31.48	33.06
Street Maintenance Worker III	28.59	30.02	31.52	33.10	34.75
Street Maintenance Lead Worker	30.70	32.25	33.86	35.56	37.33
Traffic Signal Street Light Tech I	30.15	31.65	33.23	34.89	36.64
Traffic Signal Street Light Tech II	33.86	35.56	37.33	39.19	41.16
Utility Service Crew Foreworker	33.83	35.52	37.30	39.15	41.11
Utility Service Lead Worker	31.47	33.04	34.69	36.42	38.24
Utility Service Worker I	23.20	24.36	25.57	26.85	28.20
Utility Service Worker II	27.82	29.22	30.67	32.20	33.81
Utility Service Worker III	29.28	30.75	32.29	33.89	35.60
Utility System Operator	32.09	33.70	35.39	37.15	39.01
Utility Technician	31.47	33.04	34.69	36.42	38.24
Water Recycling Plant Operator in Training	26.34	27.66	29.05	30.50	32.01
Water Recycling Plant Lead Operator	42.09	44.20	46.40	48.71	51.16
Water Recycling Plant Operator I	32.24	33.84	35.55	37.33	39.18
Water Recycling Plant Operator II	33.86	35.56	37.34	39.19	41.15
Water Recycling Plant Operator III	38.26	40.18	42.19	44.31	46.53

Water Service Representative	28.02	29.43	30.89	32.43	34.07
Water Service Representative Lead	30.13	31.62	33.21	34.87	36.61