



MEMORANDUM OF UNDERSTANDING

between

CITY OF PETALUMA

and

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

JULY 1, 2020 THROUGH June 30, 2024

UNIT 1 – CONFIDENTIAL

UNIT 2 – MAINTENANCE

UNIT 3 – CLERICAL AND TECHNICAL

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 *et seq* of the Government Code of the State of California.

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, hereinafter referred to as the “Union.”

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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.

This Memorandum of Understanding shall be presented to the City Council of the City of Petaluma as the joint recommendation of the undersigned parties for the period July 1, 2020 and ending June 30, 2024.

SECTION 1 – TERM OF AGREEMENT

1.1 Effective Date

This Memorandum of Understanding (MOU) shall be effective for the period commencing July 1, 2020 and ending June 30, 2024.

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 2024.

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 these units are governed solely by this MOU.

(C) The terms of this MOU shall commence on, and continue until the expiration date of, 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, including but not limited to: work slowdowns, work stoppages, strikes and sympathy strikes.
- (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, hereafter referred to as the "Union" is the recognized employee organization for those 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 – UNION RIGHTS

3.1 Union Rights – Stewards and Representatives

The City recognizes and agrees to meet with the 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 three (3) per bargaining unit. 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 Director of Human Resources, 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.

3.2 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

The Union may use portions of City bulletin boards under the following conditions:

- (A) All material must be dated and must identify the Union that published them.
- (B) Unless special arrangements are made, materials posted will be removed thirty (30) days after the date first posted.
- (C) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union materials.
- (D) If the Union does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

No employee other than an official representative on released time pursuant to this provision shall attend to or conduct Union business while on duty, nor shall City equipment be utilized for such matters except as specifically authorized by this MOU.

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.

3.3 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.

3.4 Union Rights – Access to Facilities

City employees or the Union or his/her representatives may, with the prior approval of the Director of Human Resources, be granted the use of City non-public access facilities during non-working hours for meetings of City employees provided space is available. All such requests shall state the purpose or purposes of such meetings. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

3.5 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.

3.6 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.

3.7 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 4 – UNION DUES DEDUCTIONS

4.1 Union Dues – Payroll Deductions

Payroll deductions for membership dues shall be granted by the City to the Union.

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

SECTION 5 – EMPLOYER RIGHTS

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

SECTION 6 – SALARIES

6.1 Salaries

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

Effective the first full pay period in July 2020, all unit members shall receive a one-point five percent

(1.5%) base wage increase.

Effective the first full pay period following the later of Council adoption or July 1, 2021, all unit members shall receive a two percent (2.0%) base wage increase.

Effective the first full pay period following July 1, 2022, all unit members shall receive a two percent (2.0%) base wage increase.

Effective the first full pay period following July 1, 2023, all unit members shall receive a two percent (2.0%) base wage increase.

Market-Based Equity Adjustments

Effective the first full pay period following the later of July 1, 2021 or the City Council's adoption of new job specifications, the City shall increase the base pay for each classification with a total compensation of below market median, as determined by the Ralph Andersen and Associates' Total Compensation Survey ("Survey"). These changes are reflected in the Salary Tables Attached as Exhibit "A."

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential recommended by Ralph Andersen and Associates in the document entitled, "Salary Benchmarks and Alignments".

Market based equity adjustments are independent of the cost-of-living adjustment ("COLA") but will be implemented in an additive (non-compounded) fashion. For example, the Deputy City Clerk will receive both a 9.7% market equity adjustment and a 2.0% COLA for a total increase of 11.7% the first year.

Both COLA and Market Equity Adjustments are reflected in the Salary Tables Attached as Exhibit "A."

Y-Rating

(A) Any classification determined to be more than 5% over market median "Market Median plus 5%") based on the Salary Benchmarks and Alignments document will be Y-Rated until it has foregone COLA's equivalent to its position above Market Median plus 5%. In this context, Y-Rating shall mean that the classification will have its COLA's reduced by 1% of salary until it has foregone COLA's equivalent to its positions above Market Median plus 5%.

[Example A: Classification A is a benchmark classification found to be 7% above Market Median, which means it is 2% over Market Median plus 5%. Classification A will have its COLA's reduced by 1% per year for a period of 2 years. Under the agreement, COLA's for each of the next 2 years would have been 2% per year. Therefore, Classification A will receive a 1% COLA in Year 1 (2% minus 1%) and a 1% COLA in Year 2 (2% minus 1%)].

[Example B: Classification B is a benchmark classification found to be 6.7% above Market Median, which means it is 1.7% over Market Median plus 5%. Classification B will have its COLA's reduced by 1% in Year 1 and 0.7% in Year 2. Under the agreement, COLA's for each of the next 2 years would have been 2% per year. Therefore, Classification B will receive a 1% COLA in Year 1 (2% minus 1%) and 1.3% COLA in Year 2 (2% minus 0.7%)].

(B) Classifications which received pay increases pursuant to the B2B Side Letter Agreement will not be subject to Y-Rating.

“Me Too”

If the City reaches an agreement with PPMMA that includes a total compensation increase (i.e. COLA and benefit increases minus any offsetting reduction in pay or benefits) which exceeds the value in total compensation included in this agreement over the term of this agreement (i.e., 7/1/21 – 6/30/24, excluding the first year covered by a Side Letter Agreement), the parties will meet and confer over the application of equivalent increases (and offsets) for the AFSCME bargaining units. This provision shall specifically exclude any increases required to bring classifications to market median in the applicable total compensation survey.

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 Confidential Pay – Unit 1

Positions assigned to the Confidential Unit (Unit 1) shall receive a premium payment of fifty dollars (\$50.00) per month.

6.6 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.

6.7 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 these Units up to fifty dollars (\$50.00) for completion of a smoking cessation program, upon receipt of the certificate of completion.

7.2 Special Compensation – Work Boots

The City shall pay the cost of replacement and/or repair of work boots up to two hundred and seventy-five dollars (\$275.00) per fiscal year. Replacement and/or repair of work boots, including repairs to prolong the life of the work boots, i.e., toe caps, sole replacement and/or laces, 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.

7.3 Special Compensation – Bilingual Pay – Spanish

Eligible employees who are certified for bilingual proficiency in Spanish in accordance with the City’s Bilingual Testing and Certification policy shall receive two hundred dollars (\$200.00) 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.

7.4 Special Compensation – Loss of Damaged Clothing

City employees may request reimbursement for the loss or damage of his/her clothing that is the result of work activities. Requests for reimbursement shall be submitted to the department director for review and approval. Amounts of reimbursement are at the discretion of the

department director.

7.5 Special Compensation - Police Records Assistant I and II Uniform Allowance

Police Records Assistant I and II shall comply with and wear the uniform specified in the Police Department's written uniform policy as established and revised from time to time by the Police Chief.

- (A) The City shall provide newly hired employees in the classifications of Police Records Assistant I and II with a lump sum payment upon hire in the amount of four hundred dollars (\$400.00) to purchase uniforms.
- (B) The Police Records Assistant I and II shall be provided with a uniform allowance in the amount of ten dollars (\$10.00) a pay period.
- (C) Employees in the covered classifications who occupy a job share position shall receive the full allowance.

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. If an employee's approved alternative work week includes a City fixed-date holiday as described in Section 12.1, that city fixed-date holiday shall be considered hours worked for overtime calculation purposes. This overtime calculation solely applies to City fixed-date holidays described in Section 12.1 and excludes any hours of employee vacation, sick and/or compensatory time.

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. A City fixed-date holiday, as described in Section 12.1, shall be considered hours worked for overtime calculation purposes. This overtime calculation solely applies to City fixed-date holidays described in Section 12.1 and excludes any hours of employee vacation, sick, and/or compensatory time.

8.5 Overtime – Assignment of

The supervisor shall assign and distribute overtime 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 holiday pay specified in Section 12.1, 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 Callout – Weekend/Holiday

A minimum of one (1) hour at time and one-half (1.5) shall be paid by the City for every callout or assignment required. If an employee receives more than one callout 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 a 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 (a) Water Recycling Plant employees on standby called for a telephone or electronic consultation; or (b) telephonic consultation by any employee where no substantial work is done (e.g., employees receiving alerts for bridge duty, employees needing to refer customers to outside resources to resolve issue(s), and/or forwarding messages to administrative staff for follow-up during work hours).

10.8 Emergency Situation (Units 1 & 3)

If, in an emergency situation, an employee in Unit 1 or 3 is asked to leave work before the end of his/her scheduled work day with the expectation that he/she will be called back to work to finish the remainder of his/her work day at a later time, but the employee is not in fact called back to work that day, the City agrees to compensate the employee for the full normal working day. In exchange, up until the time that the employee's regular shift is scheduled to end, such employees will be on standby status, without any entitlement to any extra compensation.

10.9 Maximum Working Hours and Work During Emergencies

(A) Except in emergency circumstances, no member shall be required to work in excess of sixteen

(16) consecutive hours.

(B) Except in emergency circumstances, members who have worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) consecutive hours off, with no deduction from the member's leave balances, before an additional work assignment.

(C) In accordance with Section 3100 of the California Government Code, all employees are Official Disaster Service Workers (DSW) and subject to disaster service activities as may be assigned to them by their supervisors or by law. During a declared emergency, the City can change employee schedules or require overtime. Supervisors or DSW managers will determine employee work hours and manage an equitable schedule during long-term disasters.

(D) If the City Emergency Operations Center (EOC) is activated, and/or the City requires employees during an emergency to assist the community in any capacity as DSWs, the City will make its best effort to comply with the following:

- i. If the City has employees working as DSWs under an emergency, the City may change an employee's shift to accommodate the emergency and serve as DSWs.
- ii. The City will make its best effort to maintain the employee shifts at the same number of hours as their normally scheduled shift (i.e. 8 hour, 9 hour or 10 hour shifts), however, the EOC and Shelter Assignment needs will determine the actual hours assigned, which may exceed the employees current normally scheduled shift. Employees required to work hours in excess of their normal work schedule will receive overtime compensation consistent with Section 8 of this MOU.
- iii. Split shifts will be discouraged, except in situations where an employee voluntarily signs up for a shorter shift of Disaster Service work and must make up the remainder of their shift.

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 (1.5) times 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.

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 fiscal years 20/21, 21/22, 22/23, and 23/24 are as follows:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Cesar Chavez' Birthday
- 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. The City Council Resolution fixing holidays for the fiscal year will normally designate the observed holidays for employees on alternate workweeks (e.g., 4-10 work schedules). Where the City Council does not designate the observed holiday for an alternative workweek and where it will not cause operational issues, the employee will normally take off the workday following the observed holiday.

Example: Employee A's work schedule is Mon, Tue, Sat, Sun. If Veteran's Day falls on Wednesday, November 11, Employee A will normally take off their next regularly-scheduled work day – in this case, Saturday.

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 – Personal Leave (formerly “Floating Holidays”)

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

12.3 Holidays – Bonus Holiday

The City and the Union agree that an employee, who does not use any sick leave during the period between July 1 and June 30, will be allowed to convert eight (8) hours of sick leave to eight (8) hours of vacation, irrespective of the employee’s regular work shift, the following fiscal year.

SECTION 13 – VACATION

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

13.1 Vacation – Accrual

Vacation time accrues for each pay period (or partial pay period) in paid status.

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 in paid status on vacation, sick leave, or industrial injury leave (Section 15).
- (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 (14th) 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 (15th) 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

The sick leave transfer program outlined below results in taxation for employees donating hours. The Parties intend to negotiate a City-wide Catastrophic Leave Policy which will permit donations of leave time without tax to the donor. This Section (14.4) will terminate and become ineffective once the Parties reach agreement on a City-wide program to replace this section.

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- Disability Insurance).

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 workday, 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

Tier 1

The City provides Miscellaneous employees who were hired prior to December 28, 2012 with the two percent (2%) at fifty-five (55) formula retirement plan. The City’s contract with the California Public Employees’ Retirement System (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).

Tier 2

Miscellaneous employees who are considered by CalPERS to be “classic” members but who were hired on or after December 28, 2012, the effective date of the amended contract with CalPERS, shall receive the 2% at 60 formula retirement plan and the three-year final average compensation. The following optional benefits will remain in effect for employees in the second retirement tier:

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

Tier 3

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

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 21024 (January 1, 1992).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).

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

The City shall continue to defer that portion of the employee's 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.

All employees shall pay an additional four percent (4%) towards PERS retirement. For Classic employees, this four percent (4%) is added to the seven percent (7%) member contribution, for a total contribution of eleven percent (11%). Employees subject to the PEPPRA formula shall also pay an additional four percent (4%) on top of their required employee contribution, as established annually by PERS.

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.

28.2 Additional Contribution – Effective January 1, 2021

The amount of the City's additional contribution for current employees and their covered family members shall be \$637.11 for employee only, \$1,410.07 for employee plus one, and \$1,873.84 for employee plus two or more. These amounts do not include the City PEMCHA contribution identified in Section 28.1. The City's additional contribution shall not exceed these amounts unless and until a different amount is negotiated by the parties.

Coverage	2021 Health Rates (Based on 2021 Kaiser Permanente Rates)	PEMHCA Contribution (Added to the City's Benefit Contribution)	2021 Health Rate Less the PEMHCA Contribution	City's Benefit Contribution of 95%	Total 2021 City's Contribution Rate	Employee Contribution KAISER
Employee Only	\$813.64	\$143.00	\$670.64	\$637.11	\$780.11	\$33.53
Employee + 1	\$1,627.28	\$143.00	\$1,484.28	\$1,410.07	\$1,553.07	\$74.21
Employee + 2 or more	\$2,115.46	\$143.00	\$1,972.46	\$1,873.84	\$2,016.84	\$98.62

For example, the 2021 Kaiser health rate for an employee electing employee only coverage is \$813.64. The PEMHCA contribution (\$143.00) is subtracted from the 2021 Kaiser health rate (\$813.64) to attain

the 2021 health rate less the PEMHCA contribution (\$670.64). The 2021 health rate less the PEMHCA contribution (\$670.64) multiplied by ninety-five percent (95%) equals the City's benefit contribution of \$637.11. The PEMHCA contribution (\$143.00) is added to the City's benefit contribution of \$637.11 to attain the total 2021 City's contribution rate (\$780.11). The total 2021 City's contribution rate (\$780.11) is subtracted from the 2021 Kaiser health rate of \$813.64 to attain the monthly employee contribution rate of \$33.53.

28.3 Additional Contribution – Effective January 1, 2022

The 2022 CalPERS premium for Kaiser – Bay Area and required 2022 PEMHCA contribution are unknown. Effective January 1, 2022, 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 2022 shall be equal to the actual 2022 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, 2023

The 2023 CalPERS premium for Kaiser – Bay Area and required 2023 PEMHCA contribution are unknown. Effective January 1, 2023, 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 2023 shall be equal to the actual 2023 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 Additional Contribution – Effective January 1, 2024

The 2024 CalPERS premium for Kaiser – Bay Area and required 2024 PEMHCA contribution are unknown. Effective January 1, 2024, 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 2024 shall be equal to the actual 2024 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.

28.6 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 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 PEMHCA Minimum

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 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 does not meet the definition of a CalPERS annuitant (as defined in Section 29.1) or 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 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 a CalPERS annuitant as defined in Section 29.1 and who is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one-hundred-forty dollars (\$140.00) each month, effective the first month following the expiration of health benefit coverage.

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 the minimum PEMHCA contribution as set by CalPERS.

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 October 10, 2016, 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.

The City will request that its broker report on potential options for the current dental and vision benefits in the upcoming fiscal year 2021-2022. The City will provide that report to AFSCME and the other bargaining units and will consider recommendations from AFSCME and other bargaining units regarding whether to modify benefits. Any modification of benefits, including any changes to the cost of benefits for either the City or employees, will be by mutual agreement only. In the absence of agreement, the status quo will prevail. The parties understand that changes may require the agreement of other bargaining units.

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.

35.4 State Disability Insurance Benefit

At any time during the term of this MOU, the three AFSCME-represented bargaining units may by majority vote elect to participate in the California State Disability Insurance Program (CASDI). If such election is made, the City will be notified. As soon thereafter as administratively possible, the City shall enroll all bargaining unit members in the CASDI. The parties understand that CASDI is an employee paid benefit with no City contribution. City will deduct premiums for this benefit from employees' payroll.

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

- Equipment Maintenance Leadworker (new title: Equipment Mechanic Lead Worker)
- 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 – SHARED POSITION

43.1 Shared Position

The shared position exists at the sole discretion of the City and may be abolished by the City, or by mutual agreement of all the parties involved, or by the termination of one of the employees. A decision made by the City to abolish a shared position shall be subject to the same rules as decisions by the City to abolish any other position.

43.2 Sixty Days' Notice

In the event that the shared position is terminated or reallocated to a full-time position, the City will provide a sixty (60) day notice to the employees occupying the shared position.

43.3 First Choice of Full-time Employment

If the shared position is reallocated to a regular full-time position, the employee with the most seniority in the shared position shall be given first choice at the reallocated regular full-time position. The other shared position employee shall be offered any vacant available regular full-time position and/or considered for any available position for which he/she is qualified. If no position is available, the employee(s) may displace an employee in the same department who has less seniority in accordance with the City of Petaluma Personnel Rules and Regulations, Rule VII "B", Layoff Policy and Procedure.

43.4 Employee Termination of Position

In the event one of the employees terminates his/her shared position for any reason, the shared position assignment will terminate and the position will reallocate to a regular full-time position and shall be offered to the remaining shared position employee. The remaining shared position employee also has the option of locating another qualified employee to share the position, subject to the City's approval of the substitution of another employee to share the position.

43.5 Shared Position – Part-time Employee

An employee who occupies the shared position shall be designated as a shared position – part time employee. The part-time employee is regularly scheduled to work for at least forty (40) hours but less than eighty (80) hours of work per pay period.

43.6 Work Week and Work Day

The work week shall consist of twenty (20) hours in one (1) week, based upon a fifty-two (52) week year.

43.7 Seniority

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

43.8 Overtime

Overtime shall be paid in the same manner as a regular full-time employee.

43.9 Pro-rated Leave and Benefits

All leave and all benefits shall be on a pro-rated basis of 50%.

43.10 Merit Pay, Step Increases and Probationary Period

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

SECTION 44 – SENIORITY

44.1 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.

44.2 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 45 – PROBATION

45.1 Probationary Period

All original, transfer, and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process. It shall be utilized for closely observing the employee's work performance.

45.2 Length of Probationary Period

(A) Initial Probationary Period:

In accordance with the City's administrative policy, a minimum of a six (6) month probationary period is required for all established classifications. However, an incumbent in a technical classification serves a twelve (12) month probationary period. Therefore, all Unit 2 classifications have a six (6) month probationary period. For Units 1 and 3, clerical classifications serve a six (6) month probationary period, while technical classifications serve a twelve (12) month probationary period.

(B) Promotional Probationary Period:

For promotion and/or transfer an employee's probationary period is six (6) months. 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.

(C) Extension of Probationary Period:

Periods of absence exceeding five (5) working days shall not be counted toward completion of the probationary period.

The City Manager may extend the probationary period of an employee rather than terminating the employment, but such extension shall be at the sole discretion of the City Manager. The City Manager or designee will provide the employee written notice of any extension.

45.3 Rejection During Probationary Period

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal.

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

An employee serving an initial probationary period who does not pass their probationary period shall be discharged. An employee who has been promoted but does not successfully pass his/her promotional probationary period, shall be reinstated to the position which he/she held prior to the

promotion pursuant to section Salary – Transfer or Promotion Entitlement to Retreat.

45.4 Promotion During Probationary Period

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

SECTION 46 – DISCIPLINE PROCEDURE

46.1 Discipline – Methods

When an employee has not met standards of professional conduct, the City of Petaluma may impose any of the following types of discipline. The progressive nature of the following steps is a guideline, not a requirement. The level of discipline will be determined based on the egregiousness of the conduct and/or frequency of behavior.

- (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.

46.2 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.

46.3 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.

46.4 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.

46.5 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.

46.6 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.

46.7 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.

46.8 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.

46.9 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 47 – GRIEVANCE PROCEDURE

47.1 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).

47.2 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.

47.3 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 48 – LAYOFF AND RECALL

48.1 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.

48.2 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.

48.3 Layoff – Employee Notification

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

48.4 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.

48.5 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.

48.6 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.

48.7 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.

48.8 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.

48.9 Recall Duration of Re-Employment List

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

SECTION 49 – EMPLOYEE PERSONNEL FILES

49.1 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.

49.2 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 50 – OTHER

50.1 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.

50.2 Safety Committee

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

The Union may report to the City any condition, which it perceives to be a working condition that is less than safe or healthful. Upon receiving such a report, the City agrees to meet with the Union to discuss the reported condition.

All Units participate in the City-wide Safety Committee.

50.3 Performance Evaluations

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

SECTION 51 – 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 52 – MUTUAL ACCEPTANCE AND RECOMMENDATION

This document represents the final and complete MOU resulting from the 2020-21 Meet and Confer sessions with the American Federation of State, County and Municipal Employees, AFSCME LOCAL 675, Units 1, 2, and 3.

Representatives of the City and Units 1, 2, and 3 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 Units 1, 2, and 3, who have the approval of their 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, 2020 upon acceptance and approval of the City Council.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

DocuSigned by: <u>/s/ Tina Acree</u> F483C325CE174FB...	6/29/2021
Tina Acree, Business Agent, AFSCME	Date

DocuSigned by: <u>/s/ Matthew Dabner</u> B9DCF14ADEAC435...	7/3/2021
Matt Dabner, Union President, AFSCME	Date

DocuSigned by: <u>/s/ Noel Rafalo</u> 668E0C361D504C4...	7/7/2021
Noel Rafalo, Union Vice-President, AFSCME	Date

DocuSigned by: <u>/s/ Leslie Manning</u> 0821A67B2705472...	7/7/2021
Leslie Manning, Treasurer, AFSCME	Date

DocuSigned by: <u>/s/ Denise M. Hill</u> 239614441E3E4B9...	7/7/2021
Denise Hill, Secretary, AFSCME	Date

CITY OF PETALUMA

DocuSigned by: <u>/s/ Peggy Flynn</u> 03D99C70B34748C...	7/19/2021
Peggy Flynn, City Manager	Date

DocuSigned by: <u>/s/ Cynthia Baron</u> 19B31BCAFA534F1...	7/14/2021
Cynthia Baron, Interim Human Resources Director	Date

EXHIBIT A – SALARY TABLES
AFSCME – Local 675 – Units 1, 2, and 3

EFFECTIVE THE FIRST FULL PAY PERIOD IN JULY 2020

(See Attachment 1 for Side Letter Agreements and subsequent Salary Tables)

EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING THE LATER OF COUNCIL ADOPTION OR JULY 1, 2021**UNIT 1**

Current Classification Title	New Classification Title (changes only)	COLA	Equity Adj.	Total	1	2	3	4	5
Administrative Assistant	Senior Administrative Assistant	2.0%	1.1%	3.1%	30.45	31.96	33.56	35.25	37.00
Administrative Technician		2.0%	5.9%	7.9%	33.47	35.14	36.91	38.75	40.68
Deputy City Clerk		2.0%	9.7%	11.7%	34.65	36.38	38.21	40.11	42.11
<i>Human Resources Assistant I</i>	<i>eliminated</i>								
Human Resources Assistant II	Human Resources Assistant	2.0%	8.4%	10.4%	31.19	32.76	34.39	36.10	37.92
Human Resources Specialist		2.0%	3.9%	5.9%	34.34	36.06	37.87	39.78	41.75
Information Tech Specialist I		2.0%	4.2%	6.2%	34.89	36.64	38.48	40.39	42.41
Information Tech Specialist II		2.0%	4.2%	6.2%	41.85	43.93	46.14	48.44	50.87
Office Assistant II	Office Assistant	2.0%	0.0%	2.0%	23.25	24.41	25.64	26.92	28.27
Secretary	Administrative Assistant	2.0%	2.4%	4.4%	26.54	27.85	29.24	30.69	32.25

UNIT 2

Current Classification Title	New Classification Title (changes only)	COLA	Equity Adj.	Total	1	2	3	4	5
Airport Maintenance Worker		2.0%	10.3%	12.3%	25.83	27.13	28.47	29.88	31.38
Assistant Utility System Operator		2.0%	5.1%	7.1%	32.45	34.07	35.77	37.56	39.44
Electrical Maintenance Worker I		2.0%	7.6%	9.6%	33.54	35.20	36.97	38.81	40.76
Electrical Maintenance Worker II		2.0%	5.4%	7.4%	36.91	38.76	40.69	42.72	44.87
<i>Equipment Maintenance Worker</i>	<i>eliminated</i>								
Equipment Maintenance Lead Worker	Equipment Mechanic Lead Worker	2.0%	0.2%	2.2%	35.94	37.74	39.62	41.62	43.69
Equipment Mechanic		2.0%	0.0%	2.0%	33.14	34.79	36.55	38.37	40.27
Facilities Maintenance Worker I	Facilities Technician I	2.0%	7.6%	9.6%	33.54	35.20	36.97	38.81	40.76
Facilities Maintenance Worker II	Facilities Technician II	2.0%	5.4%	7.4%	36.91	38.76	40.69	42.72	44.87
Maintenance Worker III / Docks & Bridges		2.0%	4.6%	6.6%	30.94	32.48	34.10	35.82	37.60
Park Maintenance Worker I		2.0%	9.2%	11.2%	25.58	26.85	28.19	29.59	31.07
Park Maintenance Worker II		2.0%	0.0%	2.0%	28.15	29.56	31.03	32.59	34.22
Park Maintenance Worker III		2.0%	4.6%	6.6%	30.94	32.48	34.10	35.81	37.60
Park Maintenance Lead Worker		2.0%	7.2%	9.2%	34.04	35.74	37.53	39.41	41.38
Parks Maintenance Foreworker	Parks Maintenance Crew Supervisor	2.0%	3.9%	5.9%	35.51	37.28	39.14	41.09	43.15
Street Maintenance Worker I		2.0%	4.4%	6.4%	24.47	25.70	26.97	28.32	29.73
Street Maintenance Worker II		2.0%	0.0%	2.0%	28.15	29.57	31.04	32.59	34.23
Street Maintenance Worker III		2.0%	4.6%	6.6%	30.94	32.48	34.10	35.82	37.60
Street Maintenance Lead Worker		2.0%	7.2%	9.2%	34.03	35.74	37.53	39.41	41.38
Public Works Crew Supervisor		2.0%	14.6%	16.6%	39.11	41.04	43.10	45.24	47.51
Traffic Signal Street Light Technician I		2.0%	3.5%	5.5%	32.28	33.89	35.59	37.36	39.24
Traffic Signal Street Light Technician II		2.0%	1.4%	3.4%	35.54	37.32	39.18	41.13	43.20
Utility Service Worker I		2.0%	9.3%	11.3%	26.21	27.52	28.88	30.33	31.85
Utility Service Worker II		2.0%	0.3%	2.3%	28.89	30.34	31.85	33.43	35.11
Utility Service Worker III		2.0%	4.8%	6.8%	31.74	33.33	35.00	36.74	38.59
Utility Service Lead Worker		2.0%	7.3%	9.3%	34.91	36.66	38.48	40.41	42.42
Utility Services Crew Foreworker	Utility Services Crew Supervisor	2.0%	9.7%	11.7%	38.36	40.27	42.29	44.39	46.61
Utility System Operator		2.0%	7.5%	9.5%	35.66	37.46	39.33	41.29	43.36
Utility Technician		2.0%	0.0%	2.0%	32.58	34.21	35.91	37.71	39.59
Water Recycling Plant Operator Trainee		2.0%	5.9%	7.9%	31.73	33.32	35.00	36.75	38.56
Water Recycling Plant Operator I		2.0%	0.0%	2.0%	36.71	38.55	40.48	42.51	44.63
Water Recycling Plant Operator II		2.0%	4.2%	6.2%	40.15	42.16	44.27	46.47	48.80
Water Recycling Plant Operator III		2.0%	1.4%	3.4%	44.16	46.39	48.70	51.15	53.72
Water Recycling Plant Lead Operator		2.0%	1.4%	3.4%	48.59	51.03	53.57	56.23	59.06
Water Service Representative		2.0%	0.0%	2.0%	29.01	30.47	31.98	33.58	35.27
Water Service Representative Lead		2.0%	1.9%	3.9%	31.77	33.34	35.02	36.77	38.61
<i>New Classification</i>	Water Service Technician	2.0%	0.0%	2.0%	31.91	33.52	35.18	36.93	38.80

UNIT 3

Current Classification Title	New Classification Title (changes only)	COLA	Equity Adj.	Total	1	2	3	4	5
Accounting Assistant I		2.0%	4.2%	6.2%	23.31	24.48	25.70	27.00	28.33
Accounting Assistant II		2.0%	0.0%	2.0%	25.74	27.03	28.39	29.80	31.29
Accounting Technician		2.0%	5.6%	7.6%	29.89	31.39	32.96	34.60	36.33
Administrative Assistant	Senior Administrative Assistant	2.0%	1.1%	3.1%	30.45	31.96	33.55	35.25	37.00
Administrative Technician		2.0%	5.9%	7.9%	33.47	35.14	36.91	38.75	40.68
Assistant in Civil Engineering		2.0%	0.0%	2.0%	36.90	38.74	40.67	42.72	44.85
Assistant in Traffic Engineering		2.0%	0.0%	2.0%	35.94	37.74	39.64	41.62	43.70
Building Inspector I		2.0%	8.3%	10.3%	33.02	34.68	36.42	38.25	40.16
Building Inspector II		2.0%	0.0%	2.0%	38.25	40.15	42.16	44.27	46.47
Code Enforcement Officer		2.0%	5.6%	7.6%	33.31	34.97	36.71	38.56	40.49
Engineering Technician I		2.0%	10.4%	12.4%	29.58	31.04	32.60	34.23	35.93
Engineering Technician II		2.0%	1.2%	3.2%	32.56	34.19	35.89	37.69	39.58
Senior Engineering Technician		2.0%	0.0%	2.0%	36.90	38.74	40.67	42.72	44.85
Environmental Compliance Inspector		2.0%	14.8%	16.8%	42.39	44.50	46.73	49.08	51.52
Environmental Services Technician		2.0%	14.8%	16.8%	36.87	38.71	40.63	42.67	44.80
Geo Info Systems Technician I		2.0%	10.5%	12.5%	26.39	27.71	29.09	30.54	32.09
Geo Info Systems Technician II		2.0%	0.4%	2.4%	31.72	33.29	34.95	36.71	38.55
Laboratory Analyst		2.0%	14.8%	16.8%	36.87	38.71	40.63	42.67	44.80
Mail Services Assistant	General Services Assistant	2.0%	3.0%	5.0%	22.04	23.15	24.30	25.53	26.80
Mechanical Technician	Plant Mechanic	2.0%	0.3%	2.3%	39.06	41.00	43.06	45.21	47.46
<i>Office Assistant I</i>	<i>eliminated</i>								
Office Assistant II	Office Assistant	2.0%	0.0%	2.0%	23.25	24.41	25.64	26.92	28.27
Permit Processing Technician	Permit Technician	2.0%	7.1%	9.1%	29.42	30.89	32.44	34.06	35.76
Plans Examiner		2.0%	2.0%	4.0%	41.86	43.94	46.17	48.46	50.88
Plans Examiner/ Dep. Chief Building Official		2.0%	5.3%	7.3%	46.69	49.03	51.47	54.05	56.75
Police Records Assistant I	Police Records Technician I	2.0%	2.7%	4.7%	21.84	22.94	24.08	25.29	26.54
Police Records Assistant II	Police Records Technician II	2.0%	2.7%	4.7%	25.11	26.37	27.69	29.09	30.54
<i>New Classification Level</i>	Public Works Inspector I	2.0%	0.0%	2.0%	34.30	36.01	37.81	39.71	41.69
Public Works Inspector I	Public Works Inspector II	2.0%	0.0%	2.0%	37.73	39.61	41.60	43.68	45.86
Public Works Inspector II	Senior Public Works Inspector (New Class)	2.0%	1.3%	3.3%	41.50	43.56	45.76	48.04	50.45
Revenue Development Specialist		2.0%	5.3%	7.3%	29.49	30.96	32.50	34.13	35.84
Secretary	Administrative Assistant	2.0%	2.4%	4.4%	26.54	27.85	29.24	30.69	32.25
Senior Building Inspector		2.0%	2.0%	4.0%	41.86	43.94	46.17	48.46	50.88
Senior Mechanical Technician	Senior Plant Mechanic	2.0%	0.0%	2.0%	45.76	48.04	50.46	52.99	55.61
Senior Mech Facil Technician	Senior Facilities Technician	2.0%	15.9%	17.9%	40.52	42.55	44.67	46.90	49.26
Water Resources Technician	Electrical/Instrumentation Technician	2.0%	0.0%	2.0%	43.42	45.59	47.87	50.28	52.77

NOTE: Salaries are approximate and may vary slightly due to rounding

EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2022**UNIT 1**

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Administrative Assistant	Senior Administrative Assistant	2.0%	31.06	32.60	34.23	35.96	37.74
Administrative Technician		2.0%	34.14	35.84	37.65	39.53	41.49
Deputy City Clerk		2.0%	35.34	37.11	38.97	40.91	42.95
<i>Human Resources Assistant I</i>	<i>eliminated</i>						
Human Resources Assistant II	Human Resources Assistant	2.0%	31.81	33.42	35.08	36.82	38.68
Human Resources Specialist		2.0%	35.03	36.78	38.63	40.58	42.59
Information Tech Specialist I		2.0%	35.59	37.37	39.25	41.20	43.26
Information Tech Specialist II		2.0%	42.69	44.81	47.06	49.41	51.89
Office Assistant II	Office Assistant	2.0%	23.72	24.90	26.15	27.46	28.84
Secretary	Administrative Assistant	2.0%	27.07	28.41	29.82	31.30	32.90

UNIT 2

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Airport Maintenance Worker		2.0%	26.35	27.67	29.04	30.48	32.01
Assistant Utility System Operator		2.0%	33.10	34.75	36.49	38.31	40.23
Electrical Maintenance Worker I		2.0%	34.21	35.90	37.71	39.59	41.58
Electrical Maintenance Worker II		2.0%	37.65	39.54	41.50	43.57	45.77
<i>Equipment Maintenance Worker</i>	<i>eliminated</i>						
Equipment Maintenance Lead Worker	Equipment Mechanic Lead Worker	2.0%	36.66	38.49	40.41	42.45	44.56
Equipment Mechanic		2.0%	33.80	35.49	37.28	39.14	41.08
Facilities Maintenance Worker I	Facilities Technician I	2.0%	34.21	35.90	37.71	39.59	41.58
Facilities Maintenance Worker II	Facilities Technician II	2.0%	37.65	39.54	41.50	43.57	45.77
Maintenance Worker III / Docks & Bridges		2.0%	31.56	33.13	34.78	36.54	38.35
Park Maintenance Worker I		2.0%	26.09	27.39	28.75	30.18	31.69
Park Maintenance Worker II		2.0%	28.71	30.15	31.65	33.24	34.90
Park Maintenance Worker III		2.0%	31.56	33.13	34.78	36.53	38.35
Park Maintenance Lead Worker		2.0%	34.72	36.45	38.28	40.20	42.21
Parks Maintenance Foreworker	Parks Maintenance Crew Supervisor	2.0%	36.22	38.03	39.92	41.91	44.01
Street Maintenance Worker I		2.0%	24.96	26.21	27.51	28.89	30.32
Street Maintenance Worker II		2.0%	28.71	30.16	31.66	33.24	34.91
Street Maintenance Worker III		2.0%	31.56	33.13	34.78	36.54	38.35
Street Maintenance Lead Worker		2.0%	34.71	36.45	38.28	40.20	42.21
Public Works Crew Supervisor		2.0%	39.89	41.86	43.96	46.14	48.46
Traffic Signal Street Light Technician I		2.0%	32.93	34.57	36.30	38.11	40.02
Traffic Signal Street Light Technician II		2.0%	36.25	38.07	39.96	41.95	44.06
Utility Service Worker I		2.0%	26.73	28.07	29.46	30.94	32.49
Utility Service Worker II		2.0%	29.47	30.95	32.49	34.10	35.81
Utility Service Worker III		2.0%	32.37	34.00	35.70	37.47	39.36
Utility Service Lead Worker		2.0%	35.61	37.39	39.25	41.22	43.27
Utility Services Crew Foreworker	Utility Services Crew Supervisor	2.0%	39.13	41.08	43.14	45.28	47.54
Utility System Operator		2.0%	36.37	38.21	40.12	42.12	44.23
Utility Technician		2.0%	33.23	34.89	36.63	38.46	40.38
Water Recycling Plant Operator Trainee		2.0%	32.36	33.99	35.70	37.49	39.33
Water Recycling Plant Operator I		2.0%	37.44	39.32	41.29	43.36	45.52
Water Recycling Plant Operator II		2.0%	40.95	43.00	45.16	47.40	49.78
Water Recycling Plant Operator III		2.0%	45.04	47.32	49.67	52.17	54.79
Water Recycling Plant Lead Operator		2.0%	49.56	52.05	54.64	57.35	60.24
Water Service Representative		2.0%	29.59	31.08	32.62	34.25	35.98
Water Service Representative Lead		2.0%	32.41	34.01	35.72	37.51	39.38
<i>New Classification</i>	Water Service Technician	2.0%	32.55	34.19	35.88	37.67	39.58

UNIT 3

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Accounting Assistant I		2.0%	23.78	24.97	26.21	27.54	28.90
Accounting Assistant II		2.0%	26.25	27.57	28.96	30.40	31.92
Accounting Technician		2.0%	30.49	32.02	33.62	35.29	37.06
Administrative Assistant	Senior Administrative Assistant	2.0%	31.06	32.60	34.22	35.96	37.74
Administrative Technician		2.0%	34.14	35.84	37.65	39.53	41.49
Assistant in Civil Engineering		2.0%	37.64	39.51	41.48	43.57	45.75
Assistant in Traffic Engineering		2.0%	36.66	38.49	40.43	42.45	44.57
Building Inspector I		2.0%	33.68	35.37	37.15	39.02	40.96
Building Inspector II		2.0%	39.02	40.95	43.00	45.16	47.40
Code Enforcement Officer		2.0%	33.98	35.67	37.44	39.33	41.30
Engineering Technician I		2.0%	30.17	31.66	33.25	34.91	36.65
Engineering Technician II		2.0%	33.21	34.87	36.61	38.44	40.37
Senior Engineering Technician		2.0%	37.64	39.51	41.48	43.57	45.75
Environmental Compliance Inspector		2.0%	43.24	45.39	47.66	50.06	52.55
Environmental Services Technician		2.0%	37.61	39.48	41.44	43.52	45.70
Geo Info Systems Technician I		2.0%	26.92	28.26	29.67	31.15	32.73
Geo Info Systems Technician II		2.0%	32.35	33.96	35.65	37.44	39.32
Laboratory Analyst		2.0%	37.61	39.48	41.44	43.52	45.70
Mail Services Assistant	General Services Assistant	2.0%	22.48	23.61	24.79	26.04	27.34
Mechanical Technician	Plant Mechanic	2.0%	39.84	41.82	43.92	46.11	48.41
<i>Office Assistant I</i>	<i>eliminated</i>						
Office Assistant II	Office Assistant	2.0%	23.72	24.90	26.15	27.46	28.84
Permit Processing Technician	Permit Technician	2.0%	30.01	31.51	33.09	34.74	36.48
Plans Examiner		2.0%	42.70	44.82	47.09	49.43	51.90
Plans Examiner/ Dep. Chief Building Official		2.0%	47.62	50.01	52.50	55.13	57.89
Police Records Assistant I	Police Records Technician I	2.0%	22.28	23.40	24.56	25.80	27.07
Police Records Assistant II	Police Records Technician II	2.0%	25.61	26.90	28.24	29.67	31.15
<i>New Classification Level</i>	Public Works Inspector I	2.0%	34.99	36.73	38.58	40.50	42.52
Public Works Inspector I	Public Works Inspector II	2.0%	38.48	40.40	42.43	44.55	46.78
Public Works Inspector II	Senior Public Works Inspector (New Class)	2.0%	42.33	44.44	46.68	49.01	51.46
Revenue Development Specialist		2.0%	30.08	31.58	33.15	34.81	36.56
Secretary	Administrative Assistant	2.0%	27.07	28.41	29.82	31.30	32.90
Senior Building Inspector		2.0%	42.70	44.82	47.09	49.43	51.90
Senior Mechanical Technician	Senior Plant Mechanic	2.0%	46.68	49.00	51.47	54.05	56.72
Senior Mech Facil Technician	Senior Facilities Technician	2.0%	41.33	43.40	45.56	47.84	50.25
Water Resources Technician	Electrical/Instrumentation Technician	2.0%	44.29	46.50	48.83	51.29	53.83

NOTE: Salaries are approximate and may vary slightly due to rounding

EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2023**UNIT 1**

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Administrative Assistant	Senior Administrative Assistant	2.0%	31.68	33.25	34.91	36.68	38.49
Administrative Technician		2.0%	34.82	36.56	38.40	40.32	42.32
Deputy City Clerk		2.0%	36.05	37.85	39.75	41.73	43.81
<i>Human Resources Assistant I</i>	<i>eliminated</i>						
Human Resources Assistant II	Human Resources Assistant	2.0%	32.45	34.09	35.78	37.56	39.45
Human Resources Specialist		2.0%	35.73	37.52	39.40	41.39	43.44
Information Tech Specialist I		2.0%	36.30	38.12	40.04	42.02	44.13
Information Tech Specialist II		2.0%	43.54	45.71	48.00	50.40	52.93
Office Assistant II	Office Assistant	2.0%	24.19	25.40	26.67	28.01	29.42
Secretary	Administrative Assistant	2.0%	27.61	28.98	30.42	31.93	33.56

UNIT 2

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Airport Maintenance Worker		2.0%	26.88	28.22	29.62	31.09	32.65
Assistant Utility System Operator		2.0%	33.76	35.45	37.22	39.08	41.03
Electrical Maintenance Worker I		2.0%	34.89	36.62	38.46	40.38	42.41
Electrical Maintenance Worker II		2.0%	38.40	40.33	42.33	44.44	46.69
<i>Equipment Maintenance Worker</i>	<i>eliminated</i>						
Equipment Maintenance Lead Worker	Equipment Mechanic Lead Worker	2.0%	37.39	39.26	41.22	43.30	45.45
Equipment Mechanic		2.0%	34.48	36.20	38.03	39.92	41.90
Facilities Maintenance Worker I	Facilities Technician I	2.0%	34.89	36.62	38.46	40.38	42.41
Facilities Maintenance Worker II	Facilities Technician II	2.0%	38.40	40.33	42.33	44.44	46.69
Maintenance Worker III / Docks & Bridges		2.0%	32.19	33.79	35.48	37.27	39.12
Park Maintenance Worker I		2.0%	26.61	27.94	29.33	30.78	32.32
Park Maintenance Worker II		2.0%	29.28	30.75	32.28	33.90	35.60
Park Maintenance Worker III		2.0%	32.19	33.79	35.48	37.26	39.12
Park Maintenance Lead Worker		2.0%	35.41	37.18	39.05	41.00	43.05
Parks Maintenance Foreworker	Parks Maintenance Crew Supervisor	2.0%	36.94	38.79	40.72	42.75	44.89
Street Maintenance Worker I		2.0%	25.46	26.73	28.06	29.47	30.93
Street Maintenance Worker II		2.0%	29.28	30.76	32.29	33.90	35.61
Street Maintenance Worker III		2.0%	32.19	33.79	35.48	37.27	39.12
Street Maintenance Lead Worker		2.0%	35.40	37.18	39.05	41.00	43.05
Public Works Crew Supervisor		2.0%	40.69	42.70	44.84	47.06	49.43
Traffic Signal Street Light Technician I		2.0%	33.59	35.26	37.03	38.87	40.82
Traffic Signal Street Light Technician II		2.0%	36.98	38.83	40.76	42.79	44.94
Utility Service Worker I		2.0%	27.26	28.63	30.05	31.56	33.14
Utility Service Worker II		2.0%	30.06	31.57	33.14	34.78	36.53
Utility Service Worker III		2.0%	33.02	34.68	36.41	38.22	40.15
Utility Service Lead Worker		2.0%	36.32	38.14	40.04	42.04	44.14
Utility Services Crew Foreworker	Utility Services Crew Supervisor	2.0%	39.91	41.90	44.00	46.19	48.49
Utility System Operator		2.0%	37.10	38.97	40.92	42.96	45.11
Utility Technician		2.0%	33.89	35.59	37.36	39.23	41.19
Water Recycling Plant Operator Trainee		2.0%	33.01	34.67	36.41	38.24	40.12
Water Recycling Plant Operator I		2.0%	38.19	40.11	42.12	44.23	46.43
Water Recycling Plant Operator II		2.0%	41.77	43.86	46.06	48.35	50.78
Water Recycling Plant Operator III		2.0%	45.94	48.27	50.66	53.21	55.89
Water Recycling Plant Lead Operator		2.0%	50.55	53.09	55.73	58.50	61.44
Water Service Representative		2.0%	30.18	31.70	33.27	34.94	36.70
Water Service Representative Lead		2.0%	33.06	34.69	36.43	38.26	40.17
<i>New Classification</i>	Water Service Technician	2.0%	33.20	34.87	36.60	38.42	40.37

UNIT 3

Current Classification Title	New Classification Title (changes only)	COLA	1	2	3	4	5
Accounting Assistant I		2.0%	24.26	25.47	26.73	28.09	29.48
Accounting Assistant II		2.0%	26.78	28.12	29.54	31.01	32.56
Accounting Technician		2.0%	31.10	32.66	34.29	36.00	37.80
Administrative Assistant	Senior Administrative Assistant	2.0%	31.68	33.25	34.90	36.68	38.49
Administrative Technician		2.0%	34.82	36.56	38.40	40.32	42.32
Assistant in Civil Engineering		2.0%	38.39	40.30	42.31	44.44	46.67
Assistant in Traffic Engineering		2.0%	37.39	39.26	41.24	43.30	45.46
Building Inspector I		2.0%	34.35	36.08	37.89	39.80	41.78
Building Inspector II		2.0%	39.80	41.77	43.86	46.06	48.35
Code Enforcement Officer		2.0%	34.66	36.38	38.19	40.12	42.13
Engineering Technician I		2.0%	30.77	32.29	33.92	35.61	37.38
Engineering Technician II		2.0%	33.87	35.57	37.34	39.21	41.18
Senior Engineering Technician		2.0%	38.39	40.30	42.31	44.44	46.67
Environmental Compliance Inspector		2.0%	44.10	46.30	48.61	51.06	53.60
Environmental Services Technician		2.0%	38.36	40.27	42.27	44.39	46.61
Geo Info Systems Technician I		2.0%	27.46	28.83	30.26	31.77	33.38
Geo Info Systems Technician II		2.0%	33.00	34.64	36.36	38.19	40.11
Laboratory Analyst		2.0%	38.36	40.27	42.27	44.39	46.61
Mail Services Assistant	General Services Assistant	2.0%	22.93	24.08	25.29	26.56	27.89
Mechanical Technician	Plant Mechanic	2.0%	40.64	42.66	44.80	47.03	49.38
<i>Office Assistant I</i>	<i>eliminated</i>						
Office Assistant II	Office Assistant	2.0%	24.19	25.40	26.67	28.01	29.42
Permit Processing Technician	Permit Technician	2.0%	30.61	32.14	33.75	35.43	37.21
Plans Examiner		2.0%	43.55	45.72	48.03	50.42	52.94
Plans Examiner/ Dep. Chief Building Official		2.0%	48.57	51.01	53.55	56.23	59.05
Police Records Assistant I	Police Records Technician I	2.0%	22.73	23.87	25.05	26.32	27.61
Police Records Assistant II	Police Records Technician II	2.0%	26.12	27.44	28.80	30.26	31.77
<i>New Classification Level</i>	Public Works Inspector I	2.0%	35.69	37.46	39.35	41.31	43.37
Public Works Inspector I	Public Works Inspector II	2.0%	39.25	41.21	43.28	45.44	47.72
Public Works Inspector II	Senior Public Works Inspector (New Class)	2.0%	43.18	45.33	47.61	49.99	52.49
Revenue Development Specialist		2.0%	30.68	32.21	33.81	35.51	37.29
Secretary	Administrative Assistant	2.0%	27.61	28.98	30.42	31.93	33.56
Senior Building Inspector		2.0%	43.55	45.72	48.03	50.42	52.94
Senior Mechanical Technician	Senior Plant Mechanic	2.0%	47.61	49.98	52.50	55.13	57.85
Senior Mech Facil Technician	Senior Facilities Technician	2.0%	42.16	44.27	46.47	48.80	51.26
Water Resources Technician	Electrical/Instrumentation Technician	2.0%	45.18	47.43	49.81	52.32	54.91

NOTE: Salaries are approximate and may vary slightly due to rounding



SIDE LETTER AGREEMENT BETWEEN THE CITY OF
PETALUMA AND THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 675, UNITS 1, 2, AND 3

The representatives of the City of Petaluma and the American Federation of State, County and Municipal Employees (AFSCME), Local 675, Units 1, 2, and 3, have met and conferred and reached agreement on this Side Letter of Agreement. The parties agree to the following:

A. Term

The MOU shall have a term of two (2) years.
MOU Section 1 is modified as follows:

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, 2020 ~~2018~~ and ending June 30, 2022 ~~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 2022 ~~2020~~.

B. Wages

MOU Section 6.1 is modified as follows:

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 2020, all unit members shall receive a one point five percent (1.5%) base wage increase.

Classification and Compensation Study:

The City and AFSCME mutually agreed to conduct a professional classification and compensation study with Ralph Andersen & Associates to conduct the study. The parties agree that the completion of the study in no way obligates the City to a pre-determined level of pay. Rather the City and the 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.

No later than May 14, 2021, this MOU will re-open on the subject of wages and the Parties will meet to negotiate over wages for fiscal year, 2021-22, including any equity adjustments based on the Total Compensation Study. In the event that negotiations conclude without mutual agreement, the parties shall have their full impasse rights under the Meyers Milias Brown Act.

C. Holidays

MOU Section 11 (Units 1 & 3) and Section 12 (Unit 2) are modified as follows:
[Note: edits to Section 11.1 (Units 1 & 3) also apply to Section 12.1 (Unit 2)]:

SECTION 11 / 12 HOLIDAYS

11.1 Holidays – Fixed Holidays

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

The holidays for ~~calendar years 2018, 2019, and 2020~~ fiscal years 2020-21 and 2021-22 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

As soon as administratively feasible (including agreement by all impacted bargaining units), the Parties

agree to replace Columbus Day with Cesar Chavez Day. The parties understand that holidays are adopted on a fiscal year basis.

...

D. State Disability Insurance Benefit

Add the following language to MOU Section 34 (Units 1 & 3) and Section 35 (Unit 2):

SECTION 34 / 35 DISABILITY INSURANCE

34.4/35.4 State Disability Insurance Benefit

At any time during the term of this MOU, the three AFSCME-represented bargaining units may by majority vote elect to participate in the California State Disability Insurance Program (CASDI). If such election is made, the City will be notified. As soon thereafter as administratively possible, the City shall enroll all bargaining unit members in the CASDI. The parties understand that CASDI is an employee paid benefit with no City contribution. City will deduct premiums for this benefit from employees' payroll.

E. Non-Economic Reopeners

Add the following language to MOU Section 44 (Unit 1), Section 45 (Unit 3), and 49 (Unit 2):

[Note: Section numbers reflect Unit 1, and would be re-numbered for the other units: Sections 45.3 (Unit 3) and 49.3 (Unit 2)]

SECTION 44 / 45 / 49 OTHER

...

44.3 Non-Economic Reopeners

No later than November 20, 2020, the parties will meet and confer over the following items:

- Consolidate the memoranda of understanding (MOUs) for Units 1, 2, and 3 into a single MOU covering all three groups;
- Update Union Security section;
- Update Retirement section to include the PEPRA retirement benefit;
- Goals for implementing the Classification and Compensation Study;
- Shift bid/Schedule change; and

- Other language cleanup

All changes will be by mutual agreement.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Tina Acree, Business Agent

Date

Ken Whaley, AFSCME President

Date

CITY OF PETALUMA

Peggy Flynn, City Manager

Date

Charles Castillo, Director of Human Resources

Date

**EXHIBIT A – SALARY TABLE
AFSCME**

EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2020

Unit 1 – Confidential

Classification	1	2	3	4	5
Administrative Assistant Conf	29.53	31.00	32.55	34.19	35.89
Administrative Technician Conf	31.02	32.57	34.21	35.91	37.66
Deputy City Clerk Conf	31.02	32.57	34.21	35.91	37.70
Human Resources Assistant I Conf	24.57	25.78	27.09	28.44	29.86
Human Resources Assistant II Conf	28.25	29.67	31.15	32.70	34.35
Human Resources Specialist Conf	32.43	34.05	35.76	37.56	39.42
Information Tech Specialist I	32.85	34.50	36.23	38.03	39.93
Information Tech Specialist II	39.41	41.37	43.45	45.61	47.90
Office Assistant II Conf	22.79	23.93	25.14	26.39	27.72
Secretary Conf	25.42	26.68	28.01	29.40	30.89

Unit 2 - Maintenance

Classification	1	2	3	4	5
Airport Maintenance Worker	23.00	24.16	25.35	26.61	27.94
Assistant Utility System Operator	30.30	31.81	33.40	35.07	36.83
Electric Maintenance Worker I	30.60	32.12	33.73	35.41	37.19
Electric Maintenance Worker II	34.37	36.09	37.89	39.78	41.78
Equipment Maintenance Worker	25.79	27.09	28.45	29.87	31.35
Equipment Maintenance Lead	35.17	36.93	38.77	40.72	42.75
Equipment Mechanic	32.49	34.11	35.83	37.62	39.48
Facilities Maintenance Worker I	30.60	32.12	33.73	35.41	37.19
Facilities Maintenance Worker II	34.37	36.09	37.89	39.78	41.78
Maintenance Wkr III / Docks & Bridge	29.02	30.47	31.99	33.60	35.27
Park Maintenance Worker I	23.00	24.15	25.35	26.61	27.94
Park Maintenance Lead Worker	31.17	32.73	34.37	36.09	37.89
Park Maintenance Worker II	27.60	28.98	30.42	31.95	33.55
Park Maintenance Worker III	29.02	30.47	31.99	33.59	35.27
Parks Maintenance Foreworker	33.53	35.20	36.96	38.80	40.75
Public Works Crew Supervisor	33.54	35.20	36.96	38.80	40.75
Street Maintenance Worker I	23.00	24.15	25.35	26.62	27.94
Street Maintenance Worker II	27.60	28.99	30.43	31.95	33.56

Street Maintenance Worker III	29.02	30.47	31.99	33.60	35.27
Street Maintenance Lead Worker	31.16	32.73	34.37	36.09	37.89
Traffic Signal Street Light Tech I	30.60	32.12	33.73	35.41	37.19
Traffic Signal Street Light Tech II	34.37	36.09	37.89	39.78	41.78
Utility Service Crew Foreworker	34.34	36.05	37.86	39.74	41.73
Utility Service Lead Worker	31.94	33.54	35.21	36.97	38.81
Utility Service Worker I	23.55	24.73	25.95	27.25	28.62
Utility Service Worker II	28.24	29.66	31.13	32.68	34.32
Utility Service Worker III	29.72	31.21	32.77	34.40	36.13
Utility System Operator	32.57	34.21	35.92	37.71	39.60
Utility Technician	31.94	33.54	35.21	36.97	38.81
Water Recycling Plant Operator in Training	26.74	28.07	29.49	30.96	32.49
Water Recycling Plant Lead Operator	42.72	44.86	47.10	49.44	51.93
Water Recycling Plant Operator I	32.72	34.35	36.08	37.89	39.77
Water Recycling Plant Operator II	34.37	36.09	37.90	39.78	41.77
Water Recycling Plant Operator III	38.83	40.78	42.82	44.97	47.23
Water Service Representative	28.44	29.87	31.35	32.92	34.58
Water Service Representative Lead	30.58	32.09	33.71	35.39	37.16

Unit 3- Clerical/Technical

Classification	1	2	3	4	5
Accounting Assistant I	21.95	23.05	24.20	25.42	26.68
Accounting Assistant II	25.24	26.50	27.83	29.22	30.68
Accounting Technician	27.78	29.17	30.63	32.16	33.76
Administrative Assistant	29.53	31.00	32.54	34.19	35.89
Administrative Technician	31.02	32.57	34.21	35.91	37.70
Assistant in Civil Engineering	36.18	37.98	39.87	41.88	43.97
Assistant in Traffic Engineering	35.24	37.00	38.86	40.80	42.84
Building Inspector I	29.94	31.44	33.02	34.68	36.41
Building Inspector II	37.50	39.36	41.33	43.40	45.56
Code Enforcement Officer	30.96	32.50	34.12	35.84	37.63
Engineering Technician I	26.32	27.62	29.00	30.45	31.97
Engineering Technician II	31.55	33.13	34.78	36.52	38.35
Engineering Technician Senior	36.18	37.98	39.87	41.88	43.97
Environmental Compliance Inspector	36.29	38.10	40.01	42.02	44.11
Environmental Services Technician	31.57	33.14	34.79	36.53	38.36
Geo Info Systems Technician I	23.46	24.63	25.86	27.15	28.52

Geo Info Systems Technician II	30.98	32.51	34.13	35.85	37.65
Laboratory Analyst	31.57	33.14	34.79	36.53	38.36
Mail Services Assistant	20.99	22.05	23.14	24.31	25.52
Mechanical Technician	34.71	36.44	38.26	40.17	42.17
Office Assistant I	19.82	20.83	21.86	22.94	24.10
Office Assistant II	22.79	23.93	25.14	26.39	27.72
Permit Processing Technician	26.97	28.31	29.73	31.22	32.78
Plans Examiner	40.25	42.25	44.39	46.60	48.92
Plans Examiner/ Dep. Chief Building Official	43.51	45.69	47.97	50.37	52.89
Police Records Assistant I	20.86	21.91	23.00	24.15	25.35
Police Records Assistant II	23.98	25.19	26.45	27.78	29.17
Public Works Inspector I	36.99	38.83	40.78	42.82	44.96
Public Works Inspector II	39.80	41.80	43.88	46.07	48.37
Revenue Development Specialist	27.48	28.85	30.29	31.81	33.40
Secretary	25.42	26.68	28.01	29.40	30.89
Senior Building Inspector	40.25	42.25	44.39	46.60	48.92
Senior Mechanical Technician	40.78	42.82	44.97	47.23	49.56
Senior Mech Facil Technician	34.37	36.09	37.89	39.78	41.78
Water Resources Technician	38.70	40.64	42.66	44.81	47.04



SIDE LETTER AGREEMENT BETWEEN THE CITY OF PETALUMA AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 675, UNITS 1, 2,
AND 3

The City of Petaluma and the American Federation of State, County and Municipal Employees (AFSCME), Local 675, Units 1, 2, and 3, have met and conferred and have reached agreement on this Side Letter Agreement in regards to the impact of the Biomass-to-Biofuel (B2B) project on bargaining unit members. The B2B project will use methane gas produced at the Ellis Creek Water Recycling Facility (ECWRF) and turn it into Compressed Natural Gas (CNG) to fuel the City's refuse vehicles.

The Parties agree to the following:

1. In recognition of the additional duties and responsibilities of employees assigned to the B2B project, the City of Petaluma shall increase the base pay of employees involved in the supervision, maintenance, and operation of the CNG equipment and facilities by 10% retroactive to the first full pay period immediately following July 1, 2020 (July 13, 2020). This pay increase shall apply only to individuals assigned to the B2B Project in the following classifications:

- Senior Mechanical Technician (1 employee)
 - Mechanical Technician (3 employees)
 - Water Resources Technician (1 employee)
 - Water Recycling Plant Lead Operator (2 employees)
 - Water Recycling Plant Operator III (6 employees)
 - Water Recycling Plant Operator II (1 employee)
 - Water Recycling Plant Operator I (Currently Vacant)
 - Water Recycling Plant Operator in Training (Currently Vacant)
- (collectively, "Affected Classifications")

*note – the number of employees listed above in each classification may change based on business needs. All employees in each Affected Classification will be eligible for this increase to their base pay.

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

2. The increase in base pay shall not affect other pays, including out-of-class pay, which the employees are receiving pursuant to the MOU or City policy (i.e., those pays will continue to be paid consistent with the MOU or City policy).
3. The Parties recognize that the 10% increase in base pay is in recognition of additional duties and responsibilities performed as part of the B2B project and agree that the increase brings the Affected Classifications to a competitive position in the City's current labor market. Therefore, the Affected

Classifications will be excluded from 2021 reopener negotiations over “equity adjustments” based on the Total Compensation Study referenced in Paragraph B of the 2020 MOU Extension Side Letter Agreement between the parties.

4. As part of the 2019-20 Total Compensation Study, the City developed draft Class Specifications for the Affected Classifications using both employee and supervisory input and the direction of the classification and compensation Consultant. The City will share these Draft Class Specifications with AFSCME and the parties will meet and confer over any changes in those Class Specifications, with a goal of adopting the Class Specifications no later than December 31, 2020.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Tina Acree, Business Agent

Date

Ken Whaley, AFSCME President

Date

CITY OF PETALUMA

Peggy Flynn, City Manager

Date

Charles Castillo, Director of Human Resources

Date

**EXHIBIT A – SALARY TABLE – Affected Classifications
AFSCME**

EFFECTIVE THE PAY PERIOD FOLLOWING JULY 1, 2020 (JULY 13, 2020) *

Unit 2 - Maintenance

Classification	1	2	3	4	5
Water Recycling Plant Operator in Training	29.41	30.88	32.44	34.06	35.74
Water Recycling Plant Operator I	35.99	37.79	39.69	41.68	43.75
Water Recycling Plant Operator II	37.81	39.70	41.69	43.76	45.95
Water Recycling Plant Operator III	42.71	44.86	47.10	49.47	51.95
Water Recycling Plant Lead Operator	46.99	49.35	51.81	54.38	57.12

Unit 3- Clerical/Technical

Classification	1	2	3	4	5
Plant Mechanic	38.18	40.08	42.09	44.19	46.39
Senior Plant Mechanic	44.86	47.10	49.47	51.95	54.52
Electrical/Instrumentation Technician	42.57	44.70	46.93	49.29	51.74

* Pay steps include 1.5% base wage increase effective first full pay period in July 2020, which was adopted by City Council on September 14, 2020, Resolution No. 2020-142 N.C.S.

EXHIBIT B – DEFINITION OF TERMS

AFSCME – LOCAL 675

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

- 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.
- The term "temporary" shall mean any individual or individuals whose employment is limited in duration.
- 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.
- 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.
- "Calendar day" means the twenty-four (24) consecutive hour period beginning at midnight, and ending at midnight the following day.
- "Calendar work week" means a consecutive seven (7) days beginning at 0001 day 1 and continuing until 2400, 168 hours later.
- "Normal work week" means any five (5) consecutive calendar days within a calendar work week.
- "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.
- "Probationary Employee" means an employee assigned to a regular position for a probationary period.