



**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF PETALUMA**

**and**

**PETALUMA PUBLIC SAFETY MID-MANAGEMENT ASSOCIATION  
Unit 10**

**July 1, 2018 THROUGH June 30, 2021**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Provision</u>	<u>Page</u>
<b>PREAMBLE</b>		1
<b>SECTION 1 – TERM OF AGREEMENT</b>		1
1.1	Effective Date	1
1.2	Notice of Successor Memorandum	1
<b>SECTION 2 – RECOGNITION</b>		1
<b>SECTION 3 – ASSOCIATION RIGHTS</b>		1
3.1	Association – Fair Representation	2
3.2	Association – Reasonable Time Off	2
3.3	Association – Access to Workplace	2
3.4	Association – Use of City Facilities	2
3.5	Association – Advance Notice	2
<b>SECTION 4 – ASSOCIATION SECURITY</b>		2
4.1	Payroll Deductions and Written Authorization	2
4.2	Certification of Union Membership	3
4.3	Indemnification	3
4.4	Association – Dues Transmittal	3
4.5	Association – Sufficient Earnings	3
<b>SECTION 5 – MANAGEMENT RIGHTS</b>		3
<b>SECTION 6 – SALARIES</b>		3
<b>SECTION 7 – SPECIAL COMPENSATION</b>		4
7.1	Management Compensation Pay	4
7.2	Longevity Pay – 15 Years of Service	4
7.3	Longevity Pay – Prior Service	4
7.4	Longevity Pay – Prior Eligibility	4
7.5	Longevity Pay – July 1, 2008	4
7.6	Education Incentive Pay – Police	4
7.7	Chief Officer Certificate Pay – Fire	5
7.8	Education Incentive Pay – Fire	5
7.9	Chief Officer Certification and Education Incentive – Fire	5
7.10	Special Circumstances Pay	5
7.11	Bilingual Pay – Spanish	5
7.12	Work During a Local Emergency	5
7.13	Strike Team Compensation – Fire	5
7.14	Battalion Chief Fill-In Assignment	6
<b>SECTION 8 – REQUIRED MANAGEMENT DEVELOPMENT</b>		6
<b>SECTION 9 – UNIFORM ALLOWANCE</b>		6
9.1	Uniform Allowance – Fire Battalion Chiefs and Fire Marshal	5
9.2	Uniforms Required – Police	5
9.3	Uniform Allowance – Police Captains and Police Lieutenants	6
9.4	Uniform Allowance – Newly Hired Police Records Supervisor	6
9.5	Uniform Allowance – Police Records Supervisor	6

**TABLE OF CONTENTS**

<u>Section</u>	<u>Provision</u>	<u>Page</u>
9.6	Uniform Allowance.....	6
9.7	Loss or Damage to Clothing.....	7
<b>SECTION 10 – HOLIDAYS</b> .....		<b>7</b>
10.1	Scheduled Holidays – Police .....	7
10.2	Day Observed.....	7
10.3	Floating Holiday – Police .....	7
10.4	Floating Holiday – Time Off – Police .....	7
10.5	Floating Holiday Payment – Police .....	7
10.6	Holiday Pay – Police.....	7
10.7	Holiday Pay – Scheduled Holidays -40-Hour Work Week – Fire.....	7
10.8	Holiday Pay – Holiday Schedule - 56-Hour Work Week – Fire .....	8
10.9	Holiday Pay – 56-Hour Work Week – Fire.....	8
<b>SECTION 11 – VACATION</b> .....		<b>8</b>
11.1	Vacation – Accrual.....	8
11.2	Vacation Accrual for 56-Hour Work Week.....	9
11.3	Vacation Accrual Limits .....	9
11.4	Request Subject to Operational Needs .....	9
11.5	Scheduled Holidays and Vacations .....	9
11.6	Vacation - Payment at Separation .....	9
<b>SECTION 12 – ADMINISTRATIVE LEAVE</b> .....		<b>9</b>
12.1	Administrative Leave – Annual Credit of Leave.....	9
12.2	Administrative Leave - Pro-Ration of Leave Hours.....	9
12.3	Administrative Leave – Annual Payment for Unused Leave.....	10
12.4	Administrative Leave - Payment at Separation .....	10
<b>SECTION 13 – LEAVES – SICK LEAVE</b> .....		<b>10</b>
13.1	Sick Leave – Accrual .....	10
13.2	Sick Leave Usage.....	10
13.3	Sick Leave Usage – Family Purposes .....	10
13.4	Sick Leave Usage – 56-Hour Work Week.....	10
13.5	Sick Leave Notification .....	10
13.6	Absences More Than Three Days or Shifts.....	11
13.7	Sick Leave and Workers’ Compensation .....	11
13.8	Sick Leave Payment Retirement or Disability .....	11
13.9	Sick Leave Payment – 56-Hour Work Week .....	11
13.10	Applied Sick Leave to Service Credit.....	11
<b>SECTION 14 – LEAVES – WORKERS’ COMPENSATION</b> .....		<b>12</b>
14.1	Medical Appointments .....	12
<b>SECTION 15 – LEAVES – BEREAVEMENT LEAVE</b> .....		<b>12</b>
15.1	Bereavement Leave – 40-Hour Work Week.....	12
15.2	Bereavement Leave – 56-Hour Work Week.....	12
15.3	Bereavement Leave – Definition of Family.....	12
15.4	Bereavement Leave – Travel .....	12
<b>SECTION 16 – LEAVES – FOR VICTIMS OF DOMESTIC VIOLENCE &amp; SEXUAL ASSAULT</b> ..		<b>12</b>

<b>TABLE OF CONTENTS</b>
--------------------------

<u>Section</u>	<u>Provision</u>	<u>Page</u>
<b>SECTION 17 – LEAVES – MILITARY LEAVE</b>		12
<b>SECTION 18 – LEAVES – ELECTION OFFICER LEAVE &amp; VOTING LEAVE</b>		13
<b>SECTION 19 – LEAVES – SCHOOL VISITATION LEAVE</b>		13
<b>SECTION 20 – LEAVES – LEAVE OF ABSENCE WITHOUT PAY</b>		13
<b>SECTION 21 – LEAVES – JURY DUTY LEAVE</b>		13
<b>SECTION 22 – LEAVES – FAMILY CARE &amp; MEDICAL LEAVE (FMLA &amp; CFRA)</b>		13
22.1	FMLA and or CFRA Leave	13
22.2	FMLA and or CFRA – Second Opinion	13
<b>SECTION 23 – LEAVES – PREGNANCY DISABILITY LEAVE</b>		13
<b>SECTION 24 – DISCRIMINATION, HARASSMENT, &amp; RETALIATION PROHIBITED</b>		14
<b>SECTION 25 – REASONABLE ACCOMMODATION</b>		14
<b>SECTION 26 – CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM</b>		14
<b>SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES</b>		18
27.1	Active Employees – PEMHCA Contribution	18
27.2	Active Employees – Additional Benefit	18
27.3	Employee Contribution	18
<b>SECTION 28 – HEALTH BENEFITS – RETIRED EMPLOYEES</b>		19
28.1	Retired Employees – CalPERS and PEMHCA	19
28.2	“Unequal Contribution” Method for Health Care Premium Payments for Retirees	19
28.3	CalPERS Annuitant – PEMHCA Health Benefits	20
28.4	Less Than 20 Years Service – Not Receiving PEMHCA Health Benefits	20
28.5	Less Than 20 Years Service – Receiving PEMHCA Health Benefits	20
28.6	20 Years or More of Service – Not Receiving PEMHCA Health Benefits	20
28.7	20 Years or More of Service – Receiving PEMHCA Health Benefits	20
<b>SECTION 29 – CASH IN LIEU OF HEALTH AND DENTAL BENEFITS</b>		21
<b>SECTION 30 – SECTION 125 PLAN</b>		21
<b>SECTION 31 – DENTAL PROGRAM</b>		22
<b>SECTION 32 – VISION PROGRAM</b>		22
<b>SECTION 33 – LIFE INSURANCE</b>		22
<b>SECTION 34 – LONG TERM DISABILITY INSURANCE</b>		22
<b>SECTION 35 – EMPLOYEE ASSISTANCE PROGRAM</b>		22
<b>SECTION 36 – DEFERRED COMPENSATION</b>		22
<b>SECTION 37 – SICK LEAVE TRANSFER</b>		22
37.1	Sick Leave Transfer	22
37.2	Sick Leave Transfer – Limitations	22
<b>SECTION 38 – GRIEVANCE PROCEDURE</b>		23
38.1	Grievance – Purpose of Rule	23
38.2	Grievance – Matters Subject to Grievance Procedure	23
38.3	Grievance – Informal	23
38.4	Grievance – Formal	24

**TABLE OF CONTENTS**

<u>Section</u>	<u>Provision</u>	<u>Page</u>
38.5	Grievance – Conduct.....	24
<b>SECTION 39</b>	<b>– PURCHASE OF FIREARM.....</b>	<b>25</b>
<b>SECTION 40</b>	<b>– MUTUAL ACCEPTANCE AND RECOMMENDATION.....</b>	<b>26</b>
<b>EXHIBIT A</b>	<b>– SALARY TABLE .....</b>	<b>28</b>

**Memorandum of Understanding  
Between**

**THE CITY OF PETALUMA and  
THE PETALUMA PUBLIC SAFETY MID-MANAGEMENT ASSOCIATION (PPSMMA)  
Unit 10**

**PREAMBLE**

This agreement between the duly appointed representatives of the Petaluma Public Safety Mid-Management Association, hereinafter referred to as the "Association", and the City of Petaluma, hereinafter referred to as the "City," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the City Council of the City of Petaluma the adoption of this Memorandum effective July 1, 2018.

**SECTION 1 – TERM OF AGREEMENT**

1.1 Effective Date

This Memorandum of Understanding shall be for the period commencing on July 1, 2018 with adoption by the City Council and continuing through June 30, 2021.

1.2 Notice of Successor Memorandum

The parties will commence meeting and conferring for a subsequent Memorandum of Understanding no later than the end of April 2021. The Association shall provide the City Manager with a written request to commence negotiations as well as its written initial proposals for any successor Memorandum of Understanding.

**SECTION 2 – RECOGNITION**

The City recognizes the Association as the exclusive bargaining representatives for the Petaluma Public Safety Mid-Management Association bargaining unit. The bargaining units consist of all full-time employees in allocated positions in the classifications listed below:

Deputy Police Chief  
Assistant Fire Chief  
Fire Battalion Chief  
Fire Marshal  
Police Lieutenant  
Police Records Supervisor

**SECTION 3 – ASSOCIATION RIGHTS**

The City will not interfere with or discriminate in any way against any employee of his or her membership in the Association, or based upon any activity required or permitted by this Agreement, nor will the City discourage membership in the Association nor encourage membership in any other Association.

3.1 Association – Fair Representation

The Association, in turn, recognizes its responsibility as the employee representative and agrees to provide fair representation to employees on issues arising under this agreement without discrimination, interference, restraints or coercion.

3.2 Association – Reasonable Time Off

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings wherein matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by City management. The Association may select up to but not more than three (3) on-duty employee members of such organization to attend such scheduled meetings with the City for the above listed purposes. However, in order that any given department not be unduly burdened by the released time requirements, in no case shall more than one representative from any particular classification in the same department be allowed released time pursuant to this section at any given time.

3.3 Association – Access to Workplace

Reasonable access to employee work locations shall be granted to officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation.

3.4 Association – Use of City Facilities

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

3.5 Association – Advance Notice

Except in cases of declared emergencies, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. The Association shall be given the opportunity to meet and confer prior to adoption. In cases of emergency, when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately, the City agrees to meet and confer within a reasonable and practical time after the termination of the emergency situation.

## **SECTION 4 – ASSOCIATION SECURITY**

4.1 Payroll Deductions and Written Authorization

The City shall deduct Union membership dues assessments, fees, and insurances authorized by the Union. This will be accomplished by payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on a Union authorization card.

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain authorizations for dues deduction, signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union.

The City shall remit the deducted dues to the Union as soon as possible after deduction.

4.2 Certification of Union Membership

The Union agrees to provide the City with an initial certified list of the members January 1, 2020. From that point forward, the Union will update the list whenever there are changes. The Union has and will maintain written authorizations signed by the individuals from whose wages the union dues deductions are to be made.

4.3 Indemnification

The Union shall comply with all statutory and legal requirements with respect to this article, including but not limited to the duty to indemnify the City for claims made by an employee for deductions made in reliance on Union certification of the same as set forth in Government Code Section 1157.12.

4.4 Association – Dues Transmittal

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

4.5 Association – Sufficient Earnings

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. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.

## **SECTION 5 – MANAGEMENT RIGHTS**

All managerial functions and rights which are not modified, restricted or limited by the MOU, State or Federal Law and City Ordinances, Resolutions, Rules and Regulations are retained by the City as its legal authority to direct, manage and control the work force, determine the kinds and levels of services to be provided, and maintain the efficiency of City operations.

## **SECTION 6 – SALARIES**

6.1 Wage Increase

Effective July 1, 2018, all Unit 10 members shall receive a three percent (3.0%) base wage increase. This base wage increase will be retroactive to reflect a July 1, 2018



effective date. The City agrees to work on implementing retroactive payments as quickly as administratively feasible following approval by the City Council.

Effective July 1, 2019, all Unit 10 members shall receive a two percent (2.0%) base wage increase. This base wage increase will be retroactive to reflect a July 1, 2019 effective date. The City agrees to work on implementing retroactive payments as quickly as administratively feasible following approval by the City Council.

Effective January 1, 2020 or upon ratification by the Unit membership and adoption by the City Council, whichever is later, all Unit 10 members shall receive a three percent (3.0%) base wage increase.

Effective June 30, 2021, all Unit 10 members shall receive a two percent (2.0%) base wage increase.

## **SECTION 7 – SPECIAL COMPENSATION**

### **7.1 Management Compensation Pay**

The City shall pay four percent (4%) as management compensation pay in lieu of any special pay. Management compensation is payment to employees for special skills, knowledge, and work assignments performed during the normal workday, and other work conditions. Management compensation is not for overtime, nor in lieu of other benefits and is reported to CalPERS as special compensation.

### **7.2 Longevity Pay – 15 Years of Service**

Employees with fifteen (15) years of paid service with the City of Petaluma as a member of a City bargaining unit shall receive longevity pay in the amount of five percent (5%) of their base hourly rate.

### **7.3 Longevity Pay – Prior Service**

Employees in CalPERS safety classifications will receive up to five (5) years service credit towards the required fifteen (15) years of paid service for prior service with another employer. Credit for prior service will be for service:

- (A) In the employee's same classification, or classification series; and
- (B) Only service that is full-time paid; and
- (C) For law enforcement, prior service must be in a public safety position subject to the provisions of the Peace Officers and Standard Training (POST).

### **7.4 Longevity Pay – Prior Eligibility**

Employees who were eligible for and who were receiving longevity pay as of June 30, 2008 shall continue to receive five percent (5%) of their base hourly rate as longevity pay.

### **7.5 Longevity Pay – July 1, 2008**

Employees hired or appointed after July 1, 2008 shall be subject to the provisions of longevity pay in this MOU.

### **7.6 Education Incentive Pay – Police**

Police employees possessing a Bachelor's Degree shall receive five percent (5%) education incentive pay.

Police employees possessing a Master's Degree shall receive seven percent (7%) education incentive pay.

7.7 Chief Officer Certificate Pay – Fire

Fire employees possessing a Chief Officer Certification shall be eligible to receive certificate pay in the amount of two hundred dollars (\$200.00) per month.

7.8 Education Incentive Pay – Fire

Fire employees possessing a Bachelor's Degree shall receive two hundred dollars (\$200) per month.

Fire employees possessing a Master's Degree shall receive three hundred dollars (\$300) per month.

7.9 Chief Officer Certification and Education Incentive – Fire

Fire employees possessing a Chief Officer Certification and Bachelor's Degree shall receive three hundred dollars (\$300) per month.

Fire employees possessing a Chief Officer Certification and Master's Degree shall receive four hundred dollars (\$400) per month.

7.10 Special Circumstances Pay

Safety employees required to work extended hours under special circumstances may be paid his or her regular hourly rate for those extended hours worked.

The amount of hours to be paid and the determination of special circumstances shall be at the discretion of the Fire Chief for fire employees and the Police Chief for police employees.

7.11 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) for certification at a high level proficiency or verbally fluent or one hundred dollars (\$100) for certification at an acceptable level proficiency or conversational.

7.12 Work During a Local Emergency

Employees, who are required to work when called to an activated Emergency Operation Center (EOC) Local Emergency, shall be paid at their regular hourly rate for all hours beyond their normal workday.

7.13 Strike Team Compensation – Fire

Fire employees may be compensated at the discretion of the Fire Chief at the rate of one and one-half times the base hourly rate (no additional pays such as management pay, longevity, etc.) of the Battalion Chief's current step of the 56-hour Battalion Chief salary range for non-regular hours worked on a Strike Team outside of the Petaluma fire service area, where a written agreement exists that provides for cost reimbursement.

7.14 Battalion Chief Fill-In Assignment

If a Battalion Chief shift needs to be filled temporarily due to the absence of the assigned Battalion Chief, the fill-in assignment shall be first offered rank-for-rank. If no Battalion Chief elects to accept the assignment, it shall be offered to the Assistant Fire Chief and/or a qualified Fire Captain, who is eligible to be an Acting Battalion Chief. If the Assistant Fire Chief and/or no qualified Fire Captains are available or agree to accept the fill-in assignment, the Fire Chief may mandate a Battalion Chief to fill the shift.

When assigned to fill in or cover a Battalion Chief shift, the Battalion Chief shall be compensated at the rate of one and one-half times (1.5) the base hourly rate (no additional pays such as management pay, longevity, etc.) of the Battalion Chief's current step of the 56-hour Battalion Chief salary range. (If assigned to a forty (40) hour work week, they shall be compensated at the rate of time and one half of the comparable step of their 56-hour counterpart.)

**SECTION 8 – REQUIRED MANAGEMENT DEVELOPMENT**

Employees shall attend two (2) management classes or training seminars per fiscal year that develop management skills.

**SECTION 9 – UNIFORM ALLOWANCE**

9.1 Uniform Allowance – Assistant Fire Chief, Fire Battalion Chiefs, and Fire Marshal

Assistant Fire Chief, Fire Battalion Chiefs, and the Fire Marshal shall be provided with a uniform allowance in the amount of one and one-half percent (1.5%) of Step five (5) of the Firefighter's annual salary.

9.2 Uniforms Required – Police

Police employees are required to wear the uniform that conforms to the specification in the written uniform policy established by the Police Chief.

9.3 Uniform Allowance – Deputy Police Chief and Police Lieutenants

Deputy Police Chief and Police Lieutenants shall be provided with a uniform allowance in the amount of one and one-half percent (1.5%) of Step five (5) of the Police Officer annual salary.

9.4 Uniform Allowance – Newly Hired Police Records Supervisor

The City shall provide the newly hired Police Records Supervisor with a lump sum payment upon hire in the amount of four hundred dollars (\$400) to purchase uniforms.

9.5 Uniform Allowance – Police Records Supervisor

The Police Records Supervisor shall be provided with a uniform allowance in the annual amount of two hundred and sixty dollars (\$260) or ten dollars (\$10) a pay period.

9.6 Uniform Allowance

Employees shall receive uniform allowance in amount specified above based upon classification. Uniform pay shall be paid each pay period.

9.7 Loss or Damage to Clothing

The Department Director may reimburse an employee for the loss or damage to his or her clothing that occurs during the course of carrying out an official duty. The amount of reimbursement shall be at the discretion of the Department Director.

**SECTION 10 – HOLIDAYS**

10.1 Scheduled Holidays – Police

Scheduled holidays for police department employees shall be the observed twelve (12) holidays established by City Council Resolution.

10.2 Day Observed

If the scheduled holiday falls on a Saturday, the proceeding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday.

10.3 Floating Holiday – Police

On a fiscal-year basis, police department employees shall receive one eight-hour floating holiday.

10.4 Floating Holiday – Time Off – Police

The floating holiday may be taken as time off on a day mutually agreeable to the employee and the Police Chief.

10.5 Floating Holiday Payment – Police

Employees not taking the floating holiday by June 30 shall receive payment for the floating holiday.

10.6 Holiday Pay – Police

Employees regularly required to work holidays shall be compensated with holiday pay in lieu of the holidays. Holiday pay shall be paid for each of the twelve (12) observed holidays as they occur at the employee's hourly rate times eight (8) hours.

10.7 Holiday Pay – Scheduled Holidays - 40-hour Work Week – Fire

Scheduled holidays for fire department employees assigned a 40-hour work week shall be the observed twelve (12) holidays established by City Council Resolution and one (1) Floating Holiday, for a total of thirteen (13) holidays. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the Fire Chief. Holiday pay shall be paid for each of the twelve (12) observed holidays and one (1) Floating Holiday as they occur at the employee's hourly rate times eight (8) hours.

10.8 Holiday Pay – Holiday Schedule - 56-hour Work Week – Fire

The thirteen (13) scheduled holidays are as follows:

Holiday	Date
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Birthday	Third (3 <sup>rd</sup> ) Monday in January
Lincoln's Birthday	February 12 <sup>th</sup>
President's Day	Third (3 <sup>rd</sup> ) Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4 <sup>th</sup>
Labor Day	First (1 <sup>st</sup> ) Monday of September
Columbus Day	Second (2 <sup>nd</sup> ) Monday of October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth (4 <sup>th</sup> ) Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

10.9 Holiday Pay – 56-hour Work Week – Fire

Employees regularly required to work holidays shall be compensated with holiday pay in lieu of the holidays. Holiday pay shall be paid for each of the thirteen (13) observed holidays as they occur at the employee's hourly rate times twelve (12) hours.

**SECTION 11 – VACATION**

11.1 Vacation – Accrual

Employees, except those assigned to a 56-hour work week shall accrue vacation hours as follows:

Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
0-5	80	240
6-9	120	360
10	128	384
11	136	408
12	144	432
13	152	456
14	160	480
15	168	504
16	176	528
17	184	552
18	192	576
19 or greater	200	600

11.2 Vacation Accrual for 56-hour Work Week

Employees scheduled to work a 56-hour work week shall accrue vacation hours as follows:

Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
0-4	120	360
5-9	168	504
10-14	216	648
15-19	240	720
20 or greater	264	792

11.3 Vacation Accrual Limits

Vacation accruals shall not exceed three (3) times the amount of vacation accrual as indicated above.

11.4 Request Subject to Operational Needs

An employee's request for vacation is subject to the approval of the Department Director taking into consideration the request of employee and operational needs. If operational needs require deferment of a vacation request, vacation shall be taken the following calendar year.

11.5 Scheduled Holidays and Vacations

Employees who are granted time off for scheduled holidays shall not have holidays charged as vacation leave when the vacation leave and holiday(s) coincide.

Employees who are paid for scheduled holidays in lieu of time off shall not be eligible for this adjustment in their vacation.

11.6 Vacation - Payment at Separation

Employees who separate employment shall be paid for all accrued unused vacation leave. Payment shall be made at the base pay rate and shall include the five percent (5%) longevity pay.

**SECTION 12 – ADMINISTRATIVE LEAVE**

12.1 Administrative Leave – Annual Credit of Leave

Employees shall be credited with eighty (80) hours of administrative leave each fiscal year. Employees assigned to a fifty-six (56) hour work week shall be credited with ninety-six (96) hours of administrative leave each fiscal year.

12.2 Administrative Leave - Pro-Ration of Leave Hours

Employees hired or appointed after July 1 shall be credited with a pro-rated amount of administrative leave based upon hire or appointment date through June 30.

- 12.3 Administrative Leave – Annual Payment for Unused Leave  
Employees shall receive payment for up to forty (40) hours of unused administrative leave at the end of the fiscal year and may carry forward up to twenty (20) hours of unused administrative leave into the next fiscal year. Employees assigned a fifty-six (56) hour work week shall receive payment for up to forty-eight (48) hours of unused administrative leave at the end of the fiscal year and may carry forward up to twenty-four (24) hours of unused administrative leave into the next fiscal year. Payment shall be at the base pay rate as of June 30. Payment shall be made on the last pay period of the fiscal year. Carry forward administrative leave may only be taken in paid time-off and has no cash value.
- 12.4 Administrative Leave - Payment at Separation  
Employees who separate employment shall receive payment for up to forty (40) hours of unused administrative leave. Employees assigned a fifty-six (56) hour work week shall receive payment for up to forty-eight (48) hours of unused administrative leave. Payment shall be at the base pay rate at the time of separation.

### **SECTION 13 – LEAVES – SICK LEAVE**

- 13.1 Sick Leave – Accrual  
Employees, except for employees assigned to a 56-hour work week, shall accrue eight (8) hours of sick leave each month. Employees assigned to a 56-hour work week shall accrue twelve (12) hours per month.
- 13.2 Sick Leave Usage  
Employees shall be granted sick leave. Sick leave shall not be considered a right, which an employee may use at his or her discretion, but shall be allowed only in the case of necessity and actual personal non-service-connected sickness or off-the job injury, disability or the serious illness or injury.
- 13.3 Sick Leave Usage – Family Purposes  
Sick leave for family purposes may be used only in the case of illness, disability or the serious illness, or injury of an employee's family member, which requires the employee's attention. The term "family member" 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.
- 13.4 Sick Leave Usage – 56-hour Work Week  
Employees assigned to a 56-hour work week shall be charged twelve (12) hours of sick leave per shift for a sick leave absence.
- 13.5 Sick Leave Notification  
To receive sick leave benefits employees are required to notify his or her immediate supervisor within four (4) hours after the time set for beginning his or her work day or as directed by his or her supervisor.

13.6 Absences More Than Three Days or Shifts

For absences more than three (3) days or shifts, employees may be required to provide physician verification of injury or illness to his or her immediate supervisor.

13.7 Sick Leave and Workers' Compensation

(A) The City shall provide employees with workers' compensation benefits in accordance with workers' compensation law. Employees shall be allowed to use sick leave to supplement workers' compensation temporary disability benefits for a period not to exceed six (6) months or until sick leave is exhausted or the disability is abrogated, or the employee is determined to be "permanent and stationary" by a competent medical authority.

The City may retire an employee prior to the exhaustion of sick leave benefits.

Employees receiving benefits pursuant to Labor Code section 4850 or sick leave benefits shall continue to accrue sick leave hours.

(B) Miscellaneous Employees

Miscellaneous employees (non-sworn) shall receive during the first one hundred and sixty (160) hours of absence for industrial disability paid workers' compensation leave at his or her regular salary rate. For an absence beyond the 160 hours, an employee shall be allowed to use sick leave, vacation or compensatory time to supplement workers' compensation temporary disability benefits for a period up to six (6) consecutive months unless sick leave is exhausted or the employee is determined to be permanent and stationary. Employees may opt not to use accrued leave to supplement temporary disability benefits.

13.8 Sick Leave Payment – Retirement or Disability

In the event of service retirement, disability retirement, or death, an employee who has completed ten (10) or more years of continuous service with the City of Petaluma, shall be paid fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed seven hundred (700) hours. Payment shall be made at the base pay rate and shall include the five percent (5%) longevity pay.

13.9 Sick Leave Payment – 56-Hour Work Week

In the event of service retirement, disability retirement or death, an employee who has completed ten (10) or more years of continuous service with the City of Petaluma who are assigned to a fifty-six (56) hour work week shall receive fifty percent (50%) of the accumulated but unused sick leave to a maximum of one thousand (1,000) hours. Payment shall be made at the base pay rate and shall include the five percent (5%) longevity pay.

13.10 Applied Sick Leave to Service Credit

In accordance with CalPERS provisions, an employee may apply all accumulated sick leave hours to service credit.



## **SECTION 14 – LEAVES – WORKERS’ COMPENSATION**

### **14.1 Medical Appointments**

Employees may use temporary disability or Labor Code Section 4850 benefits for attending medical appointments while working modified duty and not yet permanent and stationary. This use of benefit is not meant to increase the level of benefit only to permit its use in such circumstances.

## **SECTION 15 – LEAVES – BEREAVEMENT LEAVE**

### **15.1 Bereavement Leave – 40-Hour Work Week**

Employees assigned to a 40-hour work week shall be granted up to forty (40) hours of bereavement leave in the event of death in the employee’s family. An additional twenty (20) hours of sick leave may be granted for bereavement leave.

### **15.2 Bereavement Leave – 56-Hour Work Week**

Employees assigned to a 56-hour work week shall be granted up to three (3) shifts of bereavement leave in the event of death in the employee’s family. An additional two (2) shifts of sick leave may be granted for bereavement leave.

### **15.3 Bereavement Leave – Definition of Family**

For the purpose of bereavement leave, family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law or sister-in-law, child (including stepchildren), stepparents, grandparents and grandchildren or person with whom the employee has a relationship in loco parentis.

### **15.4 Bereavement Leave – Travel**

In the event an employee must travel more than 300 miles to attend a funeral or memorial service, an employee may use up to sixteen (16) hours of sick leave (40-hour work week) and twenty-four (24) hours (56-hour work week).

## **SECTION 16 – LEAVES – FOR VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT**

The City of Petaluma provides appropriate leave, in accordance with California Labor Code Section 230.

## **SECTION 17 – 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 their 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 18 – LEAVES – ELECTION OFFICER LEAVE AND VOTING LEAVE**

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

## **SECTION 19 – LEAVES – SCHOOL VISITATION LEAVE**

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

## **SECTION 20 – LEAVES – LEAVE OF ABSENCE WITHOUT PAY**

The City Manager may grant an employee with a leave of absence without pay for up to six (6) months for good cause. A leave request shall be in writing and state the reason(s) for the request. The response to the request shall be in writing. Upon expiration of the approved leave or upon return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee to report to work following his or her leave shall be cause for discharge.

## **SECTION 21 – 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.

## **SECTION 22 – LEAVES – FAMILY CARE AND MEDICAL LEAVE (FMLA & CFRA)**

### **22.1 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.

### **22.2 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 23 – LEAVES – PREGNANCY DISABILITY LEAVE**

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

## **SECTION 24 – DISCRIMINATION, HARASSMENT, & RETALIATION PROHIBITED**

Discrimination, harassment and retaliation against any employee for employment because of an employee's race, religion, creed, political affiliation, color, national origin, ancestry, sex, sexual orientation, gender (or gender identity), age, familial status, veteran's status, physical or mental disability or medical condition is prohibited. A City employee who feels he or she has been discriminated against, harassed, or retaliated against needs to report the conduct immediately to his or her supervisor or to Human Resources.

## **SECTION 25 – 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 26 – CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

### Tier 1

The establishment of a second and third tier of benefits as defined below shall not affect the benefits currently in effect for Safety – Fire and Safety – Police employees hired prior to 11/15/12, the effective date of the CalPERS contract amendment. Safety – Fire and Safety – Police employees hired prior to the establishment of the second tier of retirement benefit are provided with the 3% at 50 formula retirement plan.

The City's contract with CalPERS for Safety – Fire includes the following optional benefits:

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (May 4, 1998).
- Military Service Credit as provided in Section 21024 (January 4, 1996).
- One-Year Final Compensation as provided Section 20042 (November 1, 1981).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1981).
- Post Retirement Survivors Allowance –fifty percent (50%) as provided by Sections: 21624, 21626, and 21628 (January 1, 1987).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (November 1, 1981).
- Retired Death Benefit of \$500 as provided in Section 21620 (November 1, 1981).
- Post Retirement Survivor Allowance Continues as provided in Section 21635 (January 1, 2000).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (November 1, 1981).

The City's contract with CalPERS for Safety - Police includes the following optional benefits:

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (June 30, 1996).
- Military Service Credit as provide in Section 21024 (January 4, 1996).
- One-Year Final Compensation as provided in Section 20042 (July 1, 1982).
- Credit for Unused Sick Leave as provided in Section 20965 (July 1, 1982).

- Cost of Living Allowance two percent (2%) as provided by Section 21329 (July 1, 1982).
- Retired Death Benefit of \$500 as provided in Section 21620 (July 1, 1982).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (July 1, 1982).

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

The City's contract with CalPERS for Miscellaneous 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 \$500 as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

## Tier 2

Safety employees who are considered by CalPERS to be "classic" members hired after 11/15/12, the effective date of the amended contract with CalPERS, shall receive the 3% at 55 formula retirement plan and the three-year final average compensation.

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

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (May 4, 1998).
- Military Service Credit as provide in Section 21024 (January 4, 1996).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1981).
- Post Retirement Survivors Allowance –fifty percent (50%) as provided by Sections: 21624, 21626, and 21628 (January 1, 1987).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (November 1, 1981).
- Retired Death Benefit of \$500 as provided in Section 21620 (November 1, 1981).
- Post Retirement Survivor Allowance Continues as provided in Section 21635 (January 1, 2000).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (November 1, 1981).

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

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (May 4, 1998).
- Military Service Credit as provide in Section 21024 (January 4, 1996).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1981).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (November 1, 1981).
- Retired Death Benefit of \$500 as provided in Section 21620 (November 1, 1981).
- Survivor Allowance Continues as provided in Section 21635 (January 1, 2000).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (November 1, 1981).

Miscellaneous employees who are considered by CalPERS to be “classic” members hired after 12/28/12, the effective date of the amended contract with CalPERS, shall receive the 2% at 60 formula retirement plan and the three-year final average compensation.

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

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- 1957 Survivor Allowance as provided in Section 21546 (December 28, 2012).
- 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 by Section 21329 (April 1, 1971).
- Retired Death Benefit of \$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 Safety 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 2.7% at 57 retirement formula with three-year final average compensation.

The following optional benefits will be in effect for Safety - Fire employees in the third retirement tier:

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (May 4, 1998).
- Military Service Credit as provide in Section 21024 (January 4, 1996).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1981).
- Post Retirement Survivors Allowance –fifty percent (50%) as provided by Sections: 21624, 21626, and 21628 (January 1, 1987).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (November 1, 1981).
- Retired Death Benefit of \$500 as provided in Section 21620 (November 1, 1981).
- Post Retirement Survivor Allowance Continues as provided in Section 21635 (January 1, 2000).

- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (November 1, 1981).

The following optional benefits will be in effect for Safety - Police employees in the third retirement tier:

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (May 4, 1998).
- Military Service Credit as provide in Section 21024 (January 4, 1996).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1981).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (November 1, 1981).
- Retired Death Benefit of \$500 as provided in Section 21620 (November 1, 1981).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (November 1, 1981).

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.

The following optional benefits will be in effect for Miscellaneous employees in the third retirement tier:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- 1957 Survivor Allowance as provided in Section 21546 (December 28, 2012).
- 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 by Section 21329 (April 1, 1971).
- Retired Death Benefit of \$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.

Effective February 26, 2018, all employees shall pay an additional three percent (3%) towards PERS retirement. For Classic Safety employees, this three percent (3%) is added to the nine percent (9%) employee contribution, for a total contribution of twelve percent (12%). Safety – Fire employees subject to the PEPRA formula shall also pay an additional three percent (3%) on top of their required employee contribution of twelve-point twenty-five percent (12.25%) but is subject to change by PERS. Safety – Police employees subject to the PEPRA formula shall also pay an additional three percent (3%) on top of their required employee contribution of twelve-point twenty-five percent (11.75%) but is subject to change by PERS. For Classic Miscellaneous employees, this three percent (3%) is added to the seven percent (7%) employee contribution, for a total contribution of ten percent (10%). Miscellaneous employees subject to the PEPRA formula shall also pay an additional three percent (3%) on top of their required employee contribution of six-point seventy-five percent (6.75%) but is subject to change by PERS.

## SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES

### 27.1 Active Employees – PEMHCA Contribution

The City currently provides health benefits through the California Public Employees' Retirement System (CalPERS) Health Benefits Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). The City's employer contribution for each employee's health benefits shall be the minimum required by PEMHCA. The City pays this contribution directly to CalPERS.

### 27.2 Active Employees – Additional Benefit

Effective January 1, 2018 the City shall pay an additional benefit that depends upon the actual percentage increase in the Kaiser – Bay Area premium. The City's additional benefit contribution for 2018 shall be up to a 9% increase of the 2017 Health Plan Rate less the City's PEMHCA contribution, times 95%, or an amount equal to the actual 2017 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, whichever is less. If the percentage increase is greater than 9%, the City and the employee shall share the amount above 9%, with the City paying 50% of the amount above 9% and the employee paying 50% of the amount above 9%.

For example, effective January 1, 2018, the monthly premium at the Kaiser rate for single health benefit coverage was \$779.86 and the PEMHCA rate was \$133.00. The additional benefit was calculated at \$779.86 less \$133.00 multiplied by 95% = \$614.52. The employee contribution was \$32.34 ( $\$779.86 - \$133 - \$614.52 = \$32.34$ ).

The 2019 monthly premium at the Kaiser rate for single health benefit coverage is \$768.25 and the PEMHCA rate is \$136.00. The additional benefit is calculated at \$768.25 less \$136.00 multiplied by 95% = \$600.64. The employee contribution is \$31.61.

Effective January 1, 2020, the monthly premium at the Kaiser rate for single health benefit coverage is \$768.49 and the PEMHCA rate is \$139.00. The additional benefit is calculated at \$768.49 less \$139.00 multiplied by 95% = \$598.02. The employee contribution is \$31.47.

The 2021 CalPERS premium for Kaiser – Region 1 and required 2021 PEMHCA contribution are unknown. Effective January 1, 2021, the City shall pay the additional benefit that depends upon the actual percentage increase in the Kaiser – Region 1 premium. The City's benefit contribution for 2021 shall be equal to the actual 2021 CalPERS Health premium for Kaiser – Region 1, less the City's PEMHCA contribution, multiplied by ninety-five percent (95%) for current employees and their covered family members. If the percentage increase is greater than 9%, the City and the employee shall share the amount above 9%, with the City paying 50% of the amount above 9% and the employee paying 50% of the amount above 9%.

### 27.3 Employee Contribution

Employees shall contribute to his/her CalPERS health premium in the amounts less the City's PEMHCA contribution and less the additional benefit paid by the City.

## SECTION 28 – HEALTH BENEFITS – RETIRED EMPLOYEES

### 28.1 Retired Employees – CalPERS and PEMHCA

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

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

### 28.2 "Unequal Contribution" Method for Health Care Premium Payments for Retirees

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

By way of explanation, for calendar year 2009, the formula for determining the City's PEMHCA contribution for retirees is as follows:

15 years in the PEMHCA program x 5% = 75% x \$101 (minimum employer contribution for active employees in 2009) = \$ 75.75.

For calendar year 2010, the formula for determining the City's PEMHCA contribution for retirees is as follows:

16 years in the PEMHCA program x 5% = 80% x \$105 (minimum employer contribution for active employees in 2010) = \$84.00

For calendar year 2011, the formula for determining the City's PEMHCA contribution for retirees is as follows:

17 years in the PEMHCA program x 5% = 85% x \$108 (minimum employer contribution for active employees in 2011) = \$91.80

For calendar year 2012, the formula for determining the City's PEMHCA contribution for retirees is as follows:

18 years in the PEMHCA program x 5% = 90% x \$112 (minimum employer contribution for active employees in 2012) = \$100.80

For calendar year 2013, the formula for determining the City's PEMHCA contribution for retirees is as follows:

19 years in the PEMHCA program x 5% = 95% x \$115 (minimum employer contribution for active employees in 2013) = \$109.25



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

**28.3 CalPERS Annuitant – PEMHCA Health Benefits**

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

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

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

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

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

Calendar Year	City’s Monthly PEMHCA contribution
2017	\$128.00
2018	\$133.00
2019	\$136.00
2020	\$139.00
2021	Minimum PEMHCA contribution as set by CalPERS.

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

A retired employee with twenty (20) or more years of service with the City of Petaluma who is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one hundred fifty-six dollars and eighty-three cents (\$156.83) each month, effective the first month following the expiration of health benefit coverage.

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

A retired employee with twenty (20) years or more of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program shall receive a benefit payment of one hundred and fifty-six dollars and eighty-three cents (\$156.83) per month as specified in this section.

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

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

Calendar Year	City Monthly PEMHCA contribution	City Monthly Cash Retiree Benefit	Total Benefit Amount
2017	\$128.00	\$28.83	\$156.83
2018	\$133.00	\$23.83	\$156.83
2019	\$136.00	\$20.83	\$156.83
2020	\$139.00	\$17.83	\$156.83
2021	Minimum PEMHCA contribution as set by CalPERS	Total benefit amount of \$156.83 minus City monthly PEMHCA contribution	\$156.83

It is the responsibility of the retiree to notify the City in writing if he or she is no longer participating in the CalPERS health benefit program. Following receipt of the written notice, the City will commence direct payment of the one hundred fifty-six dollars and eight-three cents (\$156.83) at the beginning of the following month.

### **SECTION 29 – CASH IN LIEU OF HEALTH AND DENTAL BENEFITS**

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

The cash in lieu amount for health coverage shall be in the amount of fifty percent (50%) of the health insurance premium amount of the CalPERS Kaiser – Region 1 that the City would otherwise pay for the employee and his or her family members. The cash in lieu amount for dental insurance benefits shall be in the amount of fifty percent (50%) of the established dental program composite rate.

### **SECTION 30 – SECTION 125 PLAN**

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

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

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

(2) Dependent Care Reimbursement

This program permits employees to pay for most child and or dependent care expenses with pre-tax dollars.

**SECTION 31 – DENTAL PROGRAM**

The City shall provide a dental plan for the term of the Memorandum of Understanding and pay the total premium costs for the employee and eligible dependents. Effective January 1, 2016, the maximum benefit amount increased to two thousand dollars (\$2,000) per person per calendar year. Orthodontic coverage shall be provided for dependent children under the age of twenty-six (26) years and is 50% of the dentist's allowed fee (subject to a \$1,000 lifetime maximum per dependent child). The City shall bear the cost of any premium increases during the period covered by this MOU.

**SECTION 32 – VISION PROGRAM**

The City shall provide a vision plan for employees and dependents. The City shall pay the premium. The plan coverage shall be as indicated on provider contract documents on file in Human Resources.

**SECTION 33 – LIFE INSURANCE**

The City shall provide employees with life insurance in the amount of one and one-half (1.5) times the employee's annual salary rounded to the nearest even dollar, not to exceed one hundred seventy-five thousand dollars (\$175,000).

**SECTION 34 – LONG TERM DISABILITY INSURANCE**

The City shall provide a long-term disability plan. Plan coverage is indicated on provider contract documents on file in Human Resources. The City shall pay the premium.

**SECTION 35 – EMPLOYEE ASSISTANCE PROGRAM**

The City will provide an Employee Assistance Program to employees and dependents.

**SECTION 36 – DEFERRED COMPENSATION**

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

**SECTION 37 – SICK LEAVE TRANSFER**

37.1 Sick Leave Transfer

Employees wishing to donate hours of sick leave to another employee may do so by sending a written request, approved by their department head, to Human Resources naming the individual to receive the sick leave and the amount donated, with the following restrictions listed in 37.2.

37.2 Sick Leave Transfer – Limitations

Sick transfers shall be subject to the following limitations:

- (A) Transfer of sick leave shall be allowed between all Units.

- (B) Transfers are for Sick Leave and not for use at retirement.
- (C) A donor must retain a balance of one-hundred-sixty (160) hours at any time.
- (D) Transfer amounts shall be limited to the number of actual hours needed and used by the recipient.
- (E) Any donated sick leave hours unused by a recipient, shall be returned to the donor.
- (F) The recipient must have a zero balance in sick leave, compensatory time and vacation.
- (G) A recipient may receive no more than (90) workdays of sick leave for any one illness or injury.
- (H) The donation must be for an illness or injury involving extreme physical pain or the impairment of a function of a bodily member, organ or mental faculty, and requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

## **SECTION 38 – GRIEVANCE PROCEDURE**

### **38.1 Grievance – Purpose of Rule**

- (A) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (B) To afford employees individually or through qualified employee organization a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
- (C) To provide that grievances shall be settled as near as possible to the point of origin.
- (D) To provide that appeals shall be conducted as informally as possible.

### **38.2 Grievance – Matters Subject To Grievance Procedure**

Any employee in the competitive service shall have the right to appeal under this rule a decision affecting his or her employment over which his or her appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

### **38.3 Grievance – Informal**

An employee who has a problem or complaint should first try to get it settled through discussion with his or her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, shall have the right to discuss it with his or her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee does not agree with the decision reached, or if no answer has been received within five (5) calendar days, he may present the appeal in writing to the City Manager. Failure of the employee to take further action within five (5) calendar days after receipt of the decision or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

#### 38.4 Grievance – Formal

##### (A) First Level of Review

The appeal shall be presented in writing to the employee's immediate supervisor who shall render his or her decision and comments in writing and return them to the employee within five (5) calendar days after receiving the appeal. If the employee does not agree with his or her supervisor's decision, or if no answer has been received within five (5) calendar days, the employee may present the appeal in writing to his or her supervisor's immediate superior. Failure of the employee to take further action within five (5) calendar days after receipt of the written decision of his or her supervisor, or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

##### (B) Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render his or her decision and comments in writing, and return them to the employee within five (5) calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within five (5) calendar days, he/she may present the appeal in writing to the department head. Failure of the employee to take further action within five (5) calendar days after receipt of the decision or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

##### (C) Department Review

The department head receiving the appeal, or his or her designated representative, should discuss the grievance with the employee, his or her representative, if any, and with other appropriate person(s). The department head shall render his or her decision and comments in writing and return them to the employee within five (5) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within five (5) calendar days, he/she may present the appeal in writing to the City Manager. Failure of the employee to take further action within five (5) calendar days after receipt of the decision or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

##### (D) City Manager

The City Manager receiving the appeal, or his or her designated representative, should discuss the grievance with the employee, his or her representative, if any, and with other appropriate person(s). The City Manager may designate a fact-finding committee, an officer not in the normal line of supervisor, or the Personnel Board to advise him concerning the appeal. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

#### 38.5 Grievance – Conduct

(A) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

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

- (C) The employee and his or her representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- (D) Employees shall be assured freedom from reprisal for using the grievance procedures.

### **SECTION 39 – PURCHASE OF FIREARM**

Upon retiring with an Honorable or Medical retirement from the Petaluma Police Department, and obtaining a Retirement ID from the Chief of Police that allows the retiree to carry a concealed weapon in accordance with all applicable Federal and State laws, the retired member shall be allowed to purchase at fair market value the firearm that was issued to him or her from the City of Petaluma.

**SECTION 40 – MUTUAL ACCEPTANCE AND RECOMMENDATION**

The parties affix their signatures as constituting mutual acceptance and recommendation of the Memorandum of Understanding to become effective upon acceptance and approval of the City Council.

**PETALUMA PUBLIC SAFETY MID-MANAGEMENT ASSOCIATION**

/s/ Dennis Wallach  
Dennis Wallach  
Labor Negotiator, PPSMMA

01/09/2020  
Date

/s/ Ronald Klein  
Ronald Klein  
President, PPSMMA

01/09/2020  
Date

/s/ Mike Medeiros  
Mike Medeiros  
Negotiating Team, PPSMMA

01/09/2020  
Date

/s/ Chad Costa  
Chad Costa  
Negotiating Team, PPSMMA

01/07/2020  
Date

**CITY OF PETALUMA**

/s/ Bruce Heid  
Bruce Heid  
Chief Negotiator, IEDA

01/09/2020  
Date

/s/ Charles Castillo  
Charles Castillo  
Director of Human Resources

01/09/2020  
Date

/s/ Peggy Flynn  
Peggy Flynn  
City Manager

01/09/2020  
Date



**EXHIBIT A – SALARY TABLE**  
**Petaluma Public Safety Mid-Management Association – Unit 10**

<b>Wage Increases for Term of Contract</b>	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>1/1/2020*</b>	<b>6/30/2021</b>
	3.00%	2.00%	3.00%	2.00%

\* Wage increase effective January 1, 2020 or upon ratification by the Unit membership and adoption by the City Council, whichever is later.

Fire Battalion Chief is at 2919.8 hours per year.

**Salary Range Effective July 1, 2018**

<b>Classification</b>	<b>Hourly Pay Rates</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
DEPUTY POLICE CHIEF	66.83	70.18	73.68	77.37	81.23
ASSISTANT FIRE CHIEF	63.83	67.02	70.37	73.89	77.58
FIRE BATTALION CHIEF	43.08	45.24	47.51	49.89	52.38
FIRE MARSHAL	60.51	63.55	66.70	70.04	73.53
POLICE LIEUTENANT	55.67	58.48	61.40	64.45	67.70
POLICE RECORDS SUPERVISOR	32.10	33.72	35.41	37.18	39.05

**Salary Range Effective July 1, 2019**

<b>Classification</b>	<b>Hourly Pay Rates</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
DEPUTY POLICE CHIEF	68.17	71.58	75.15	78.92	82.85
ASSISTANT FIRE CHIEF	65.11	68.36	71.78	75.37	79.13
FIRE BATTALION CHIEF	43.94	46.14	48.46	50.89	53.43
FIRE MARSHAL	61.72	64.82	68.03	71.44	75.00
POLICE LIEUTENANT	56.78	59.65	62.63	65.74	69.05
POLICE RECORDS SUPERVISOR	32.74	34.39	36.12	37.92	39.83

**Salary Range Effective January 1, 2020\***

Classification	Hourly Pay Rates				
	1	2	3	4	5
DEPUTY POLICE CHIEF	70.22	73.73	77.40	81.29	85.34
ASSISTANT FIRE CHIEF	67.06	70.41	73.93	77.63	81.50
FIRE BATTALION CHIEF	45.26	47.52	49.91	52.42	55.03
FIRE MARSHAL	63.57	66.76	70.07	73.58	77.25
POLICE LIEUTENANT	58.48	61.44	64.51	67.71	71.12
POLICE RECORDS SUPERVISOR	33.72	35.42	37.20	39.06	41.02

\* Wage increase effective January 1, 2020 or upon ratification by the Unit membership and adoption by the City Council, whichever is later.

**Salary Range Effective June 30, 2021**

Classification	Hourly Pay Rates				
	1	2	3	4	5
DEPUTY POLICE CHIEF	71.62	75.20	78.95	82.92	87.05
ASSISTANT FIRE CHIEF	68.40	71.82	75.41	79.18	83.13
FIRE BATTALION CHIEF	46.17	48.47	50.91	53.47	56.13
FIRE MARSHAL	64.84	68.10	71.47	75.05	78.80
POLICE LIEUTENANT	59.65	62.67	65.80	69.06	72.54
POLICE RECORDS SUPERVISOR	34.39	36.13	37.94	39.84	41.84