



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PETALUMA
AND LOCAL 1415
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(UNIT 7)**

JULY 1, 2021 – JUNE 30, 2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PETALUMA
AND LOCAL 1415
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(IAFF)
July 1, 2021 – JUNE 30, 2023**

PREAMBLE

This agreement between the duly appointed representatives of Local 1415 International Association of Firefighters, hereinafter referred to as the “Union”, 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 (MOU).

The parties jointly agree to recommend to the City Council of the City of Petaluma the adoption of this Memorandum effective July 1, 2021.

SECTION 1 – TERM OF AGREEMENT

1.1 Effective Date

This Memorandum of Understanding shall be for the period commencing on July 1, 2021 with adoption by the City Council and continuing through June 30, 2023.

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 January 2023. The Union 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 Union as the exclusive bargaining representatives for the Firefighters bargaining unit. The bargaining units consist of all full-time employees in allocated positions in the classifications listed below:

Firefighter
Firefighter Paramedic
Fire Engineer
Fire Engineer/Paramedic
Fire Captain
Fire Inspector
Assistant Fire Marshal

SECTION 3 – DEFINITION OF TERMS

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

3.1 Advancement: shall mean a salary increase within the limits of a pay range established for a job classification.

- 3.2 Allocations: shall mean the assignment of a single position to its proper job classification in accordance with the duties performed, and the authority and responsibilities exercised.
- 3.3 Anniversary Date: shall mean the anniversary of the date of the employee's first regular probationary appointment with the City.
- 3.4 Applicant: shall mean a person who has filed an application to take a promotional exam with the City.
- 3.5 Appointment Authority: shall mean the City Manager or his or her delegate who, in his or her individual capacity, have the final authority to make the appointment to the regular position to be filled.
- 3.6 Bulletin Board: shall mean the official posting place for Union notices as prescribed by this MOU.
- 3.7 Certification of Employment List: shall mean the furnishing of names by the Personnel Officer of eligible, available candidates for employment from an Employment List in the manner prescribed in the City of Petaluma Personnel Rules and Regulations.
- 3.8 Certification/License: shall mean a document certifying that one has fulfilled the requirements within the scope of that certification or license.
- 3.9 City: shall mean the City of Petaluma.
- 3.10 City Manager: shall mean the City Manager of Petaluma.
- 3.11 Classification: shall mean all positions similar as to duties, authority, and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.
- 3.12 Classification Plan: shall mean all regular positions in the competitive service defined by classification specification including title.
- 3.13 Competitive Service: shall mean all regular positions of employment in the service of the City except those specifically excluded by ordinance.
- 3.14 Demotion: shall mean the movement of an employee from one classification to a lower classification.
- 3.15 Department Head: shall mean the individual who is designated the administrative head of a department.
- 3.16 Discipline: shall mean a range of corrective actions that may be progressively more severe designed to correct negative behaviors, job performance or misconduct in which the level or action taken fits the nature of the problem.
- 3.17 Dismissal: shall mean the termination of employment for cause by the appointing authority.

- 3.18 Eligible: shall mean a person whose name is on an Open Employment List or Promotional Employment List.
- 3.19 Employment List:
- (A) Open Employment List: A list of names of persons who have taken an open - competitive examination for a job classification in the competitive service and have qualified.
 - (B) Promotional Employment List: A list of names of persons who have taken a promotional examination for a job classification in the competitive service and have qualified.
- 3.20 Examination:
- (A) Open - Competitive Examination: An examination for a particular classification, which is open to all persons meeting the qualifications for the classification.
 - (B) Promotional Examination: An examination for a particular classification admission to the examination being limited to regular and probationary employees in the competitive service who meet qualification for the classification.
 - (C) Continuous Examination: An open - competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one year.
- 3.21 FLSA Work Period: shall mean a twenty-eight (28) day work cycle that includes two (2) pay periods. For Fire Inspector and Assistant Fire Marshal work period refer to section 42.
- 3.22 Layoff: shall mean the separation of employees from the active workforce due to the lack of work or funds, or to the abolition of positions due to organizational changes.
- 3.23 Meet and Confer: shall mean that process to reach agreement on matters within the scope of representation as defined by the Meyers - Millias - Brown Act.
- 3.24 Minimum Qualifications: shall mean the lowest acceptable degree of skill, education, abilities, experience, and personal and physical characteristics for the selection of an appointee to fill a position vacancy.
- 3.25 Overtime Pay: shall mean payment to an employee for work in excess of the regular workday.
- 3.26 Overtime Work: shall mean work performed in excess of the regular workday.
- 3.27 Passed Over: shall mean the rejection of a certified name on an Employment List in favor of a certified name in a lower position on the Employment List.
- 3.28 Personnel Officer: shall mean the City Manager or a duly authorized representative.

- 3.29 Pay Period: shall mean a fourteen (14) day period of time corresponding with the City's published "Schedule of Pay Periods."
- 3.30 Position: shall mean a Regular Position in the Classified Service.
- 3.31 Probationary Employee: shall mean an employee assigned to a regular position for a probationary period.
- 3.32 Probationary Period: shall mean a working test period during which an employee is required to demonstrate competency for the duties in which appointed by actual performance of the duties in a regular position.
- 3.33 Promotion: shall mean the movement of an employee from one classification to another classification having a higher maximum rate of pay.
- 3.34 Promotional Probationary Period: shall mean the first one (1) year of an employee's service in a promotional position.
- 3.35 Reclassification: shall mean a change of an employee's status from a position in one classification to another position in a different classification.
- 3.36 Regular Employee: shall mean an employee who has successfully completed the probationary period and has been retained by the City.
- 3.37 Regular Position: shall mean a position created by the City Council and assigned to an existing classification within the classification plan.
- 3.38 Relief From Duty: shall mean the temporary assignment of an employee to a status of leave with pay.
- 3.39 Resignation: shall mean any employee's voluntary separation from City employment.
- 3.40 Rotation: is defined as three (3) duty shifts assigned in a nine (9) day interval.
- 3.41 Seniority: shall mean that time from the date of hire within the Fire Department of those classes represented within this MOU.
- 3.42 Suspension: shall mean the temporary separation from the service of an employee without pay, for disciplinary purposes.
- 3.43 Transfer: shall mean a change of an employee from one position to another position in the same classification or in a comparable classification.
- 3.44 Unit: shall mean the appropriate grouping of classification based on the community of interests among such employees as determined by City of Petaluma.
- 3.45 Written Examination: shall mean that part of an examination process conducted through a written test to evaluate the candidate's education, experience, and general qualifications pertinent to the position for which examined.

SECTION 4 – UNION RIGHTS

4.1 Union – Business

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings in which 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 the City services as determined by City Management. The Union may select not more than two (2) on duty Union members to attend scheduled meetings with the City for the above purposes.

4.2 Union – Non-Interference

During the workday, Monday - Sunday 0800 to 1700 hours, routine or standard Union business shall not interfere with the performance of City services as determined by City Management. Unit representatives will conduct routine business, research and or Union work related items off duty or after those hours designated as the workday.

4.3 Union – Discrimination Prohibited – Union Activity

There shall be no discrimination, interference, restraint, or coercion by the City against any employee for his or her activity on behalf of, or membership in, the Union.

4.4 Union – Bulletin Boards

Union bulletin boards are authorized. All materials shall be plainly and legibly authorized by the Union. Bulletin boards shall be placed in a mutually agreed area. The City shall determine what portion of City provided joint use bulletin boards are to be allocated to Union materials. No materials of a libelous, racist, obscene, sexual or discriminatory nature shall be permitted.

4.5 Union – Use of Facilities

The Union President may, with the prior approval of the Fire Chief or his or her designated representative be granted the use of Fire Department facilities for meetings of employees in this Unit provided that:

- (A) Other than regularly scheduled meetings, requests for such meetings are submitted at least twenty-four (24) hours in advance.
- (B) Such meetings do not conflict with other Fire Department activities.
- (C) The purpose of the meeting scheduled is provided to the Fire Chief or his or her designated representative at the time approval is requested.
- (D) Such meetings shall not involve excessive or unnecessary station transfers or result in financial responsibility to the City.

4.6 Union – Union Bank of Time

The Union has an established bank of time which is administered by a designated Battalion Chief. This time is used by Union Officers for official union business and shall not exceed a cumulative balance of four hundred and fifty (450) hours.

The City shall contribute fifty (50) hours each fiscal year to the Union Bank of Time. Union members shall be allowed to contribute hours of vacation to the Union Bank of Time. This contributed amount shall not exceed seventy-two (72) hours during any Fiscal Year for all Union Officers.

The Union Officers shall be allowed to draw down on this bank during the course of the Fiscal Year. Any hours beyond the seventy-two (72) hours authorized in this section shall be deducted from the Union Officer's vacation balance.

SECTION 5 – UNION DUES DEDUCTION

5.1 Union Dues – Payroll Deductions

Payroll deduction 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 deduction shall be made upon certification provided or approved by the Union.
- (C) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
- (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 deductions made by the City consistent with Section 5, and any other payments to the Union consistent with this MOU.

SECTION 6 – HOURS AND OVERTIME

6.1 Duty Shifts – Work Week

- (A) The fire suppression on-duty work week shall be the average of fifty-six (56) hours per work week for the following classifications: Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic and Fire Captain.

- (B) The workweek shall consist of duty shifts that are regularly assigned and scheduled.
- (C) A shift is defined as a continuous twenty-four (24) hour period commencing at 08:00 and ending at 08:00 the following day. An employee shall not be considered relieved from duty until he or she has been relieved from his or her duty assignment by an employee who is prepared for the duty assignment (i.e. in uniform, with personal protective equipment) or relief has been approved by his or her supervisor.

6.2 Shift Rotation

- (A) A rotation is defined as two (2) duty shifts assigned on a recurrent six (6) day cycle. It is further defined by the following example:

X = ON DUTY SHIFT
0 = OFF DUTY SHIFT
For example: XX 0000 XX 0 000X X

- (B) This section is not intended to prohibit other comparable, mutually agreed upon schedules.

6.3 Temporary Reassignment

Classifications listed in section 6.1 (A) above may be temporarily reassigned for up to six (6) months to a forty (40) hour work week depending on the needs of the service, if mutually agreed upon between the employee and the Fire Administration.

6.4 FLSA Period

The Fair Labor Standards Act (FLSA) work period shall be a twenty-eight (28) day period.

6.5 Light Duty – Work Week

The Fire Chief may assign an employee to light duty due to the health or disability of an employee. The Fire Chief may determine a flexible schedule based on Monday through Sunday forty (40) hour work week.

6.6 Light Duty – Benefits

A shift employee assigned to a forty (40) hour work week light duty assignment shall continue to receive the same benefits he or she received as a fifty-six (56) hour employee except as set forth herein. Holiday pay will be governed by Section 11 below.

6.7 Light Duty – Holidays

Shift employees assigned to a forty (40) hour light duty work week shall receive the holiday(s) off and still retain holiday pay.

6.8 Forty Hour Work Week and FLSA

When a shift employee is assigned to a forty (40) hour work week assignment, the City will provide the employee with the equivalent hourly rate so that the employee's compensation will not be impacted by the missed FLSA over-max payments.

6.9 Overtime – Resolution of Overtime

The purpose of this section is to clarify matters relevant to Fire Department overtime. Any interpretation of application relevant to overtime shall be resolved by the City Manager, whose determination is final.

6.10 Overtime – Administered by the City

All requirements and any procedures relating to overtime as basically outlined below, shall be as determined and administered by the City.

6.11 Overtime General – Shift Personnel

The members of the Fire Department, when called to work an overtime shift, defined as hours worked beyond the regularly scheduled work day or work shift, shall be paid on an hour for hour basis rounded to the nearest half hour at the regular shift rate times one point five (1.5).

6.12 Fire Recall and Special Recall

Off-duty Fire Department personnel are subject to recall and will be paid at one and one-half (1 ½) the hourly rate. However, in no case will they be paid less than four (4) hours when called, timesheets shall reflect the actual hours worked. When overtime exceeds four (4) hours and fifteen (15) minutes, the overtime will be paid to the nearest half hour.

6.13 Overtime – Shift Continuation

If a member of this unit is requested to report early for duty at the beginning of or continue on duty after the end of a normal twenty-four (24) hour shift and works in excess of ten (10) minutes, he or she shall be paid time and one-half at the hourly rate for all hours worked.

Further, when a completed overtime period exceeds ten (10) minutes within the first hour, but does not extend beyond one (1) hour, the overtime shall be for one (1) hour. Beginning with the second hour overtime shall be paid to the nearest half (1/2) hour.

6.14 Mandated Certification Training

All Fire Department personnel in this unit shall be compensated at one and one-half (1 ½) of the employees' hourly rate for all off duty time required to maintain department-mandated certifications. The Department shall reimburse the employee for the actual cost of books and tuition required by courses to maintain Department mandated certifications. Employees must receive prior approval from their Battalion Chief before engaging in or enrolling in compensated training related to mandated certificates.

6.15 Physical Training Time

Employees shall be provided one (1) hour of physical training time between the hours of 0800-1700 when time permits.

6.16 Overtime Compensation – Compensatory Time

Employees shall be compensated for accrued overtime either in cash or as compensatory time. Compensatory time is accrued at one and one half (1 ½) times the hours worked. Employees may accrue up to a maximum of two hundred and forty (240) hours of compensatory time. When two hundred and forty (240) hours of compensatory time are accumulated, the City shall compensate the employee in cash for any additional overtime worked.

6.17 Compensatory Time – Request for Time

An employee wishing to use his or her accrued compensatory time off (CTO) shall make the request to his or her supervisor in writing. The City shall permit the employee to use the requested accrued CTO within a reasonable period after making the request, and to the extent required by the Fair Labor Standards Act (FLSA), so long as the use of the CTO does not unduly disrupt the operations of the City. The City is not required to grant use of the CTO on the preferred day or days requested by the employee.

6.18 Compensatory Time Payout

Each employee may request payment of up to 100 hours of the employee's current balance of compensatory time two times per year, to be paid in the month of December and the month of June. This payout shall be made in the employee's regular paycheck.

SECTION 7 – MINIMUM STAFFING

Fire Department suppression staffing shall be fourteen (14) persons per shift in addition to the Battalion Chief. In the event of a mechanical failure, accident, etc. and emergency apparatus or equipment is unable to respond, the on-duty Battalion Chief shall direct the staffing and reconfiguration of emergency equipment. The Battalion Chief shall communicate with the Engine Company Officers regarding changes and procedures to insure a timely response of personnel and equipment. In the absence of an emergency, staffing will remain fourteen (14) persons at all times.

SECTION 8 – SHIFT TRADES

Two employees may substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

8.1 Shift Trades – Limit

An employee shall be eligible for up to twenty (20) shift trades per calendar year. If trade maximums are not utilized, they shall not be carried over to succeeding years. Shift trades used to maintain or advance education shall not count towards the twenty (20) trade limit.

8.2 Shift Trades – Approval

All trades must be approved by the employee's immediate shift supervisor and shift Battalion Chief prior to the leave.

8.3 Shift Trades – Denial

Trades may be denied by the employee's supervisor and or Battalion Chief based on operational or scheduling impacts. Operations/scheduling impacts are defined as:

- (A) The employee carries a key role or position that causes departmental operations to be significantly impacted during his or her absence.

- (B) The availability of qualified personnel to cover for a given position (i.e.: there are not enough Captains, Paramedic/Firefighters or qualified drivers to staff a shift and the person providing the trade is not qualified to fill the position).

8.4 Shift Trades – Advance Notification – 3 Shifts

Trades of three (3) consecutive shifts or less require twenty-four (24) hours advanced notification and compliance with Section 8.2 above.

8.5 Shift Trades – Advance Notification – 4 Shifts or More

Trades of four (4) consecutive shifts or more require advanced notification as follows:

Number of Consecutive Shifts	Notice
A. Four (4) to six (6) consecutive shifts	Seven (7) calendar days
B. Seven (7) to nine (9) consecutive shifts	Ten (10) calendar days
C. Ten (10) to twenty (20) consecutive shifts	Fifteen (15) calendar days
D. More than twenty-one (21) but less than thirty (30) shifts	Thirty (30) calendar days

8.6 Shift Trades – In Excess of Thirty (30) Shifts

When an employee desires to combine their total trades in a calendar year with trades from another calendar year and or vacation and the combination of those trades exceeds thirty (30) consecutive shifts, the employee will notify and obtain approval of their Battalion Chief in writing a minimum of ninety (90) days prior to the first day of leave.

8.7 Shift Trades – Individual Responsibility

All trades are the responsibility of the individuals involved and shall cause no increased cost to the City. Any dispute arising out of such trades shall be resolved by the individuals at no cost to the City. The employee's decision to trade shifts must be freely made, without fear of reprisal or promise of reward by the employer and is exclusively for the scheduled employee's convenience. Even though a shift trade has occurred, each employee will be considered to have worked his or her normal schedule. The traded time will not be considered in calculating hours for overtime for the substituting employee.

8.8 Shift Trades - Leave

If the employee who agrees to trade shifts with the originally scheduled employee goes on Sick Leave and or Workers' Compensation Leave before and or while on trade, the Union will assume responsibility for providing a relief for the employee on Sick/Workers' Compensation Leave. If the Union cannot provide a relief for the employee on Sick Leave, then the employee's Sick Leave will be debited at the rate of one and one-half times for each hour lost during X's shift. For example, thirty-six (36) hours will be debited for twenty-four (24) hours.

8.9 Shift Trades – Employee Responsibility

The employee will assume the responsibility for maintaining any and all certifications and proficiencies required for minimum department standards. The makeup of certifications and or proficiency of minimum standards shall be at no cost or time impact to the City. If staffing is above the minimum required by this MOU, an employee shall not be allowed to trade with himself or herself for a duty slot in the future.

SECTION 9 – SALARIES

9.1 Salaries

Effective the first full pay period following 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.

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

The hourly rates of Unit 7 employees in the various steps shall be as listed in Exhibit A (i.e., 56.15 X 52 = 2920 hours per year).

The hourly rates for the positions Fire Inspector and Assistant Fire Marshal shall be as follows (i.e. 40 X 52 = 2080 hours per year).

9.2 Merit Advancement – Not Automatic

Salary step advancements are merit increases and are not automatic. They shall be based upon merit and only upon the written recommendation of the department head or appointment authority.

9.3 Merit Advancement – Schedule

An employee shall be considered for a merit increase to the Salary Steps as follows:

Salary Step	Advancement Schedule
From 1 to 2	6 months of service
From 2 to 3	18 months of service
From 3 to 4	30 months of service
From 4 to 5	42 months of service

9.4 Merit Advancement – Effective Date

The merit increase shall be effective the first day of the payroll period following the employee's date of eligibility for a merit increase.

9.5 Salary – Out of Grade Pay

All employees of the Union will be paid seven and one-half percent (7.5%) out of grade pay when assigned by the Duty Officer, Fire Marshal, or Fire Chief except as outlined in the Fire Department Policies and Procedures.

9.6 Bilingual Pay – Spanish

Eligible employees who are certified for bilingual proficiency in Spanish in accordance with the City's Bilingual Proficiency Testing and Certification Policy shall receive two hundred dollars (\$200) per month for certification at a high-level proficiency or verbally fluent or one hundred dollars (\$100) per month for certification at an acceptable level proficiency or conversational.

9.7 Education Incentive Pay

Educational Incentive Pay is provided for qualified employees in the classifications of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire

Captain, Fire Inspector, and Assistant Fire Marshal. Employees who have earned a degree from an accredited college or university shall receive the following fixed dollar amounts, paid monthly:

- (A) A.S. or A.A. Degree - \$100.00
- (B) B.S. or B.A. Degree - \$200.00

9.8 Certificate Pay

Certificate Pay is provided for qualified employees in the classifications of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, Fire Inspector, and Assistant Fire Marshal. Employees who have earned certificates in the following areas shall receive the corresponding fixed amount, paid monthly:

- (A) Fire Officer Certificate - \$100.00
- (B) Chief Officer Certificate - \$200.00
- (C) Prevention Officer I Certificate - \$100.00
- (D) Prevention Officer II Certificate - \$200.00

The cumulative amounts, described in sections 9.7 and 9.8, shall not exceed two hundred dollars (\$200) per month per employee.

Those eligible for the Fire Prevention Certification must be assigned to the Fire Marshal's Office on a permanent basis.

9.9 Longevity Pay – 15 Years of Service

Employees with fifteen (15) years of service with the City of Petaluma shall receive a five percent (5%) adjustment above his/her hourly rate of pay. The adjustment shall be effective the first day of the payroll period following the employee's fifteen (15) years of service date.

9.10 Fire Investigations – Standby Pay

- (A) Management may assign any qualified employee to standby duty during their off-duty periods. Standby is defined as off-duty availability for which a qualified employee is required to respond to a fire department incident (primarily, fire investigation) when the Fire Marshal is not available.
- (B) Standby duty shall be defined as that circumstance requiring the employee to:
 - (1) Remain within a reasonable response time area (not greater than an approximate forty-five (45) minute travel time).
 - (2) Refrain from activities that might impair his or her performance of assigned duties upon call.
 - (3) Be available at all hours by telephone or other communication devices (pager).
 - (4) Respond promptly upon receiving a call-out assignment.
- (C) Management, in writing, prior to the assignment, shall assign standby duty.
- (D) Qualified employees assigned to standby duty shall be compensated at a rate of three dollars and twenty-five cents (\$3.25) per hour.

- (E) Distribution of the standby assignment will be equally divided (as practical) between qualified employees.
- (F) 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). Paid Holiday time is not "duty time" for purposes of this section.

SECTION 10 – UNIFORM AND CLOTHING ALLOWANCE

10.1 Uniform and Clothing Allowance

Effective May 20, 2019, following adoption of a Side Letter Agreement, the uniform and clothing allowance was eliminated.

SECTION 11 – HOLIDAYS

11.1 Holidays – Scheduled

The thirteen (13) scheduled holidays are observed on a fiscal year basis and are as follows:

Holiday	Date
New Year's Day	January 1 st
Martin Luther King Jr. Birthday	Third (3 rd) Monday in January
Lincoln's Birthday	February 12 th
President's Day	Third (3 rd) Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First (1 st) Monday of September
Veterans Day	November 11 th
Thanksgiving Day	Fourth (4 th) Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

11.2 Holidays – Observed

If a 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. All other scheduled holidays shall be observed on the date specified in Section 11.1.

11.3 Holiday Pay – Calculation

Holiday pay shall be paid for each of the thirteen (13) observed holidays as they occur at the employee's base hourly rate at the time times twelve (12) hours.

SECTION 12 – VACATION

12.1 Vacation – Eligibility

The times during the calendar year in which an employee may take his or her vacation shall be determined by the Department Head with due respect for the wishes of the

employee and particular regard for the needs of the service. The maximum number of suppression personnel eligible to be on vacation at any given time shall be one (1) per shift. An employee may not take vacation beyond the amount of vacation accrued as noted in Section B below.

12.2 Vacation – New Employee

New employees shall be allowed to use their accumulated vacation prior to December 31st for vacation in the succeeding calendar year.

12.3 Vacation – Accrual

Vacation accrual for Fire shift personnel shall be computed as follows:

Years of Service	Vacation Accrual (Hours)	Accrual Limit (Hours)
0 to less than 5	120	240
5 to less than 10	192	384
10 to less than 15	240	480
15 to less than 20	264	528
20 or greater	288	576

The higher accrual rate is effective twelve (12) months prior to the affected anniversary date so that sufficient accrued time is available on the anniversary date. An employee who is due an increase in vacation during the next calendar year may include the additional vacation time during sign-ups for that year, and it may be taken concurrent with other vacation days, provided the employee does not exceed his or her accrued vacation hours.

12.4 Vacation – Selection Procedure

- (A) The order of selection of annual vacation shall be based solely on respective department seniority, by shift, irrespective of rank or job description.
- (B) With the exception of C below, the maximum number of suppression personnel eligible to be on vacation at any one time shall be one (1) Firefighter/Firefighter Paramedic and one (1) Engineer or Captain per shift.
- (C) Overlap in vacations will be allowed only for those shifts in excess of the maximum number of vacation shifts per year. (For example, if B shift works one hundred and twenty one (121) shifts in a given year and the number of eligible vacation shifts to be taken by employees is one hundred twenty eight (128) shifts, then the number of overlap shifts for B shift that calendar year is seven (7).
- (D) The Platoon Battalion Chief will establish the number of overlap shifts prior to vacation selection. This process consists of determining the total number of personnel, assigned to any given shift times the total number of shifts each employee has accrued for that given year. This number equals the total vacation days required per shift. The City retains the right to adjust selected vacation shifts for the purpose of maximizing contiguous vacation opportunities for the most junior employees of the Department.

- (E) Vacation selection may be taken as one vacation period or be split between two or more vacation periods. If the employee elects to split vacation, the second and subsequent selections will be made on a round-robin basis.
- (F) For purposes of vacation, seniority will be determined by the date of service. When more than one person has the same hire date, seniority will be determined by their placement on the employment list with the exception of those employed prior to the date of this amendment where other basis for seniority has previously been agreed upon.
- (G) Subsequent to the establishment of the vacation list, an employee may trade vacation periods when mutually agreeable, when reasonable written notice has been provided to the Department, subject to the approval of the Fire Chief when considering the operational needs of the Department.
- (H) Selection of additional vacation days may be granted by the Battalion Chief, if available, provided all employees of that shift have picked at least one (1) round of vacation. Employees whose total vacation accrual has been increased due to a deferral may be permitted to select additional vacation days subject to the provisions as outlined in Section 12.4.

12.5 Vacation – Deferral

Annually, at the time of vacation selection, an employee may elect to defer accrued vacation up to the maximum allowed under 12.3 above. Deferral of accrued vacation hours are subject to the limitations as stated in 12.4 above.

12.6 Vacation – Labor Code 4850 Leave

Upon return to duty, an employee, who while on extended Labor Code 4850 status missed a scheduled vacation, will be paid at the base rate at the time that the vacation was scheduled for those missed scheduled vacation days. At that time, the employee's vacation leave balance will be reduced by the number of vacation days paid out under this section. This payout is not at the option of the employee. The vacation accrual hourly limit, as identified in Section 12.3, Vacation Accrual, remains in effect and is not affected by this section. Effective the first full pay period following City Council adoption of the MOU, this paragraph shall become ineffective and the following shall apply.

Effective the first full pay period following adoption of the MOU, vacation accrued by an employee while on leave pursuant to Labor Code 4850 ("4850 Leave") for a period of two or more consecutive full pay periods (minimum threshold) will be maintained in a bank separate from the employee's regular vacation accrual bank. In the event that the employee reaches their vacation accrual cap during the minimum threshold defined above, the vacation earned over the accrual cap will be placed in the separate bank. This separate bank is not subject to Section 12.7, Annual Vacation Transfer to Retiree Medical Trust. Upon an employee's return to duty from a 4850 Leave, the City will pay out the separate bank of vacation leave accrued during the employee's 4850 Leave paid at the base rate at the time of pay out. This payout is not at the option of the employee. The vacation accrual hourly limit, as identified in Section 12.3, Vacation Accrual, remains in effect and is not affected by this section. In the event the employee exhausts their 4850 time and moves to Temporary Disability, prior to returning to work, the employee may use vacation in this separate bank to supplement their regular pay

up to 100% of their regular pay after they have reduced their regular vacation accrual balance to 40 hours.

12.7 Vacation – Annual Vacation Transfer to Retiree Medical Trust

This section shall become effective upon establishment of the Retiree Medical Trust.

Effective the first pay date in August of each year, or such other date as is established by the City, each bargaining unit member will have his or her vacation balance reduced to 400 hours and the City will irrevocably contribute to the employee's trust all accrued but unused vacation hours in excess of 400 hours into the member's Retiree Medical Trust account. The City will provide notice of any change in the annual vacation transfer date no less than 6 months prior to the new transfer date.

12.8 Vacation – Vacation Payment at Separation

Employees who separate from City employment, excluding retirement as provided below, shall be paid in a lump sum for all accrued but unused vacation leave prior to the effective date of separation not to exceed two (2) years accumulation.

Employees continue to have the option to contribute the value of accrued but unused vacation hours to a qualified 457 Plan to the extent permitted by law and by the 457 Plan Document.

12.9 Vacation – Vacation Payment at Retirement

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

Effective upon establishment of the Retiree Medical Trust, employees shall no longer be eligible to be paid in a lump sum for all accrued vacation leave earned prior to the effective date of retirement. In compliance with the Side Letter of Agreement establishing a Retiree Medical Trust, accrued but unused vacation shall be irrevocably contributed to the employee's trust.

SECTION 13 – LEAVES – SICK LEAVE

13.1 Sick Leave – Accrual

Sick leave for the Fire Department staff on a fifty-six (56) hour work week shall be accumulated on the basis of twelve (12) hours per month, one hundred forty-four (144) hours per year. Fire Department staff on a forty (40) hour work week shall accumulate on the basis of eight (8) hours per month, ninety-six (96) hours per year.

13.2 Sick Leave Usage – Employee

Sick leave with pay shall be granted to all Fire Department employees as set forth in this section. Sick leave is not a right, which an employee may use at his or her discretion, but rather, shall be used only in case of personal illness, disability or the serious illness, or injury of an employee's family member, which requires the employee's attention.

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 – Notification Procedures

In order to receive compensation while absent on sick leave the employee shall notify the Battalion Chief or any other person designated by the Fire Chief by no later than 2100 hours (when possible) the day before the start of his or her shift, but no later than 0700 hours prior to the time set for the start of his or her shift. This is for notification purposes, so a relief can be called as early as possible. No employee will be disciplined for calling in the day before his or her shift.

13.5 Sick Leave – Physician Certification

The employee may be required by the Fire Chief to submit medical certification or other substantiating evidence of illness for absences of three (3) or more workdays for forty-hour employees or two (2) consecutive 48-hour shifts for shift employees. Verification of sick leave may be requested of the employee within a reasonable amount of time before, during, or upon the employee's return to work. Physician certification of a medical condition may be needed to determine eligibility of entitlements under Family Medical Leave Act and the California Family Rights Act (FMLA/CFRA).

13.6 Sick Leave – Rate of Usage

Sick leave will be charged against the employee's accrual at the rate of an hour for an hour based on actual sick leave usage, for the first day of sick leave used per injury and illness. Each successive day will be charged at the rate of twelve (12) hours for the same injury or illness. For example, if an employee took sick leave after working five hours into the shift and remained out sick for the rest of the shift, the employee would be charged nineteen hours sick leave for the first day and twelve hours sick leave for the second day.

13.7 Sick Leave – Light Duty Non-Duty Injury

An employee shall be charged sick leave for doctor appointments, physical therapy, etc. If the employee has no sick leave or vacation accrued, then he or she will be on leave without pay.

13.8 Sick Leave – Light Duty – Work Related Injury

An employee on light duty as a result of an on-duty injury shall be allowed to attend doctor's appointments, physical therapy, etc., without being charged sick leave.

13.9 Sick Leave – Relationship to Workers' Compensation

(A) When the employee's absence from work has been occasioned by injury suffered during his or her employment and he or she receives workers' compensation, he or she shall also be entitled to receive from the City the difference between such workers' compensation benefits paid and the amount which would otherwise have been paid hereunder for sick leave. Ordinarily, it shall be the policy in workers' compensation matters that the employee shall assign to the City any benefits rendered him during the period that he or she is absent on sick leave and the City shall pay him his or her full sick leave benefits.

(B) Sick leave under workers' compensation is a supplement to the workers' compensation benefits to provide the employee compensation at his or her

regular rate. All employees that are entitled to receive full salaries in lieu of temporary disability payments pursuant to Labor Code Section 4850 are entitled to accumulate sick leave during such periods of disability.

- (C) After Labor Code Section 4850 benefits are exhausted the following formula will be used in utilizing sick leave, as a supplement to Worker's Compensation benefits, to provide employee compensation at his or her regular rate of pay:

One hundred and twelve point three (112.3) hours each pay period
(Regular rate of pay) - (State Disability Payment) = Balance Charged to Sick Leave

The balance charged to sick leave will be as specified in Section 13 above. Any partial shifts less than twenty-four (24) hours, but not less than twelve (12) hours, will be charged at a rate of twelve (12) hours. Any partial twelve (12) hours or less will be charged at hour for hour.

13.10 Sick Leave – Use During Vacation

When an employee has been confined to a hospital, health care facility or home due to a serious illness or injury and has provided a medical authorization by a certified physician or medical practitioner, that employee may use sick leave in lieu of vacation for the period of confinement.

13.11 Sick Leave – Use Disability

When an employee who is on disability becomes permanent and stationary and eligible to be retired by the City, the City will allow the employee to use sick leave, if any, up to the end of the FLSA work period following the period in which the receipt of notification of permanent and stationary status is received.

13.12 Sick Leave – Payment at Retirement

In the event of retirement, an employee who has completed five (5) years or more with the City shall receive payment equal to fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed seven hundred and twenty (720) hours. Effective upon establishment of the Retiree Medical Trust, the City shall contribute this payment into the Retiree Medical Trust and employees shall no longer be eligible to receive a payment.

13.13 Sick Leave – Payment at Disability Retirement

For those individuals who are being retired on a disability retirement, the employee shall receive payment equal to fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed one-thousand (1000) hours. Effective upon establishment of the Retiree Medical Trust, the City shall contribute this payment into the Retiree Medical Trust and employees shall no longer be eligible to receive a payment.

SECTION 14 – LEAVES – WORKERS' COMPENSATION

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 – Time

Leaves up to three (3) shifts with pay for each incident may be granted to employees in the event of death in the employee's family.

15.2 Bereavement Leave – Definition of Family

For the purpose of bereavement leave, immediate 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.

15.3 Bereavement Leave – Travel Time

The Fire Chief may authorize additional travel time, if needed. It is the responsibility of the employee to notify his or her Company Officer or designated representative of the death of the family member.

15.4 Bereavement Leave – Fire Inspector and Assistant Fire Marshal

The Fire Inspector and Assistant Fire Marshal will receive three (3) days instead of three (3) shifts pursuant to this section, paid at the normally scheduled work hours (i.e. 8, 9, or 10 hours).

SECTION 16 – LEAVES – LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE & SEXUAL ASSAULT LEAVE

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 days' 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 of their existing vacation leave or compensatory time off accrual 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 a regular full-time employee or probationary employee Leave of Absence without Pay for up to three (3) months. Good cause being shown by a written request, the City Manager may extend the leave of absence without pay for an additional period to a maximum of six (6) months. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. The approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

SECTION 21 – LEAVES – JURY DUTY LEAVE

21.1 Jury Leave With Pay

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.

21.2 Jury Leave – Notification

The employee shall notify his or her Battalion Chief or designated representative when he or she receives a summons for jury duty.

21.3 Jury Leave – Telephone Check-In

If the jury summons is based on automated telephone check-in, the employee will immediately notify the on-duty Battalion Chief. Upon release from Jury Duty or if not in a sequestered environment, and if the employee is scheduled for duty on that day, the employee will immediately return to his or her duty station.

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

23.1 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.

23.2 PDL – Transfer

In addition to or in lieu of a leave of absence, an employee with a pregnancy-related disability may request a transfer to a different position. Such a request must be accompanied with a certification from the employee's health care provider that such a transfer is medically advisable. If a position is available for which the employee is qualified and the transfer request can be reasonably accommodated, the Human Resources Director will grant the transfer request.

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 must report the conduct immediately to his or her supervisor or to the Human Resources Director.

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 City's contract with the California Public Employees' Retirement System ("CalPERS") provides Safety Members who were hired prior to November 15, 2012 with the three percent at age Fifty (3% at 50) safety retirement formula and includes the following optional benefits:

- 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).
- 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).

Tier 2

Safety employees who are considered by CalPERS to be “Classic” members hired after November 15, 2012, 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 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).

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 and the following optional benefits 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 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 defined as Classic shall pay an additional three percent (3%) towards CalPERS retirement. For Classic employees, this three percent (3%) is added to the nine percent (9%) member contribution, for a total contribution of twelve percent (12%).

SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES

27.1 Active Employees – PEMHCA Contribution

The City currently provides health benefits through the 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

The amount of the City's additional contribution for current employees and their covered family members shall be equal to the insurance premium of the City's designated baseline medical program for employee only, employee plus one, and employee plus two or more. These amounts do not include the City's PEMCHA contribution identified in 27.1. The City's additional contribution shall not exceed these amounts unless and until a different amount is negotiated by the parties.

Effective January 1, 2021, 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 2021 shall be up to a 9% increase of the 2020 Health Plan Rate less the City's PEMHCA contribution, multiplied by ninety-five percent (95%), or an amount equal to the actual 2021 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, 2021, the monthly premium at the Kaiser rate for single health benefit coverage is \$813.64 and the PEMHCA rate is \$143.00. The additional benefit is calculated at \$813.64 less \$143.00 multiplied by 95% = \$637.11. The employee contribution is \$33.53 ($\$813.64 - \$143.00 - \$637.11 = \33.53).

The 2022 CalPERS premium for Kaiser – Region 1 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 – Region 1 premium. The City's benefit contribution for 2022 shall be equal to the actual 2022 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%.

The 2023 CalPERS premium for Kaiser – Region 1 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 – Region 1 premium. The City's benefit contribution for 2023 shall be equal to the actual 2023 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 the PEMHCA

The City currently provides health benefits through the CalPERS Health Benefits Program under the 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 120 days of separation from employment with the City of Petaluma and receive a monthly retirement allowance from CalPERS.

28.2 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 28.4 below, regardless of the number of years of service with the City of Petaluma.

28.3 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 or who is not enrolled in the CalPERS health benefit program does not receive any retiree benefit from the City.

28.4 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 28.1 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.

28.5 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 and who is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one hundred forty dollars (\$140) each month, effective the first month following the expiration of health benefit coverage.

28.6 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 28.1 and enrolled in the CalPERS health benefit program shall receive a benefit payment of the Minimum PEMHCA Contribution as set by CalPERS.

It is 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 forty dollars (\$140) at the beginning of the following month.

SECTION 29 – RETIRED EMPLOYEES – DISABILITY BENEFITS

29.1 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 28.4, regardless of the number of years of service with the City of Petaluma.

29.2 Less Than 15 Years of Service – Not Receiving PEMHCA Health Benefits

An employee with less than fifteen (15) years of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is not enrolled in the CalPERS health benefit program shall receive direct payments in the amount of one hundred dollars (\$100) each month for eighteen (18) months.

29.3 15 Years or More of Service – Receiving PEMHCA Health Benefits

An employee with fifteen (15) years or more of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is enrolled in the CalPERS health benefit program shall receive a benefit payment of one hundred and forty dollars (\$140) per month as specified in Section 28.6.

29.4 15 Years or More of Service – Not Receiving PEMHCA Health Benefits

An employee with fifteen (15) years or more of service with the City of Petaluma who retires into CalPERS from the City of Petaluma based upon disability and is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one hundred forty dollars (\$140) each month, effective the first month following the expiration of health benefit coverage.

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 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 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 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 32 – 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 33 – VISION PROGRAM

The City shall provide a vision plan for employees and eligible dependents. The cost shall be paid for by the City. The plan coverage shall be as indicated on provider contract documents on file in Human Resources. The City shall bear the cost of any premium increases during the period covered by this MOU.

SECTION 34 – LIFE INSURANCE

The City shall provide at no cost to the employee, group term life insurance coverage in the principal amount of fifty-thousand dollars (\$50,000) per employee.

SECTION 35 – LONG TERM DISABILITY INSURANCE

- 35.1 LTD – Amount
The City shall pay the amount of twenty-four dollars and fifty cents (\$24.50) per month, per employee. This amount shall not exceed, however, the total cost of the premium for the long-term disability (LTD) insurance plan.
- 35.2 LTD – No Sick Leave Deduction
When an employee is on LTD leave, no sick leave shall be deducted from the employee's leave balance, pursuant to the language of the International Firefighters' Association LTD plan.

SECTION 36 – EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program to employees and their 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 – PERSONAL EXPOSURE REPORTING

The City shall pay during the period of this memorandum the amount of twenty dollars (\$20.00) per person per year toward the Personal Exposure Reporting System. Copies of exposure reports are to be provided to the Human Resources Office by the employee. Employee names shall be eliminated so that no identification is shown.

SECTION 39 – CLASS B PHYSICALS

39.1 Class B Physicals – Frequency

The City agrees to provide each employee a physical every two (2) years equivalent to the medical requirements necessary for a Class B Driver's License. Any employee not wishing to participate in the physical provided by the City may elect to choose a physician of his or her choice.

39.2 Class B Physicals – Employee Reimbursement

The City will only reimburse the employee the cost of conducting the minimum physical and testing as required of the group physical.

39.3 Class B Physicals – 30 Days Notice

The City will provide a minimum of thirty (30) days advanced notice to the employees of their intent to conduct physicals.

39.4 Class B Physicals – No Cost to Employee

The City will agree to provide this service at no cost to the employee subject to the limitations of this paragraph.

39.5 Class B Physicals – Prior Approval

An employee selecting a physician of his or her choice must submit a detailed invoice of the cost of the physical and obtain scheduling approval from the Battalion Chief prior to commencing with the physical.

39.6 Class B Physicals – Program Limitations

Subject to the limitations of the above paragraph, should more than ten percent (10%) of the suppression personnel of this Unit choose a physician of their choice and or the cost for conducting out of group physicals becomes cost prohibitive, the City may elect to discontinue this service of providing an elective physical.

SECTION 40 – CLASS B and C DRIVER LICENSE

40.1 Class B and C – Requirement

The City requires that each employee maintain either a Class B Commercial or a Class C with Firefighter Endorsement driver license. The City will reimburse an employee the difference in cost between the Class B Commercial F and the Class C with a Firefighter endorsement license.

40.2 Class B – Pull Notice – Purpose

The Department of Motor Vehicle (DMV) Pull Notice Program is designed to provide notification to the City of convictions, accidents or actions taken against licensed drivers holding a Class A or B license.

40.3 Class B – Process Pull Notice is Received

When notice is received by the department regarding a restricted, suspended, or revoked license, the supervisor will, as soon as practical, discuss the license restriction, suspension, or revocation with the employee and give him/her oral and written instructions regarding limitation or prohibitions of that employee's operation of City vehicles. The employee may choose to have union representation at this meeting if he or she chooses.

40.4 Class B – Lapse/Loss of Class B

If the lapse/loss of the Class B driver's license occurs through no fault of the employee (i.e., such as Fire Department failure to offer training sufficient to satisfy certification requirements, lack of notification by the certifying agency, or the employee suffers a catastrophic illness or accident and the lapse occurs before the employee is able to remedy it), no adverse action will occur so long as the employee takes appropriate and immediate steps to re-obtain the lapsed/lost certification.

SECTION 41 – SICK LEAVE TRANSFER

The sick leave transfer program outlined below results in taxation for employees donating hours. The Parties intend to negotiate a Citywide catastrophic leave policy which will permit donations of leave time without tax to the donor. This Section (41) will terminate and become ineffective once the Parties reach agreement on a Citywide program to replace this section.

41.1 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 the Human Resources Department naming the individual to receive the sick leave and the amount donated, with the following restrictions listed in 41.2.

41.2 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 five-hundred (500) hours at any time.

- (D) Transfer amounts shall be limited to the number of actual hours needed and used by the recipient, plus forty-eight (48) hours.
- (E) Any donated sick leave hours unused by a recipient, shall be returned to the donor, less forty-eight (48) hours, which may be retained by the recipient.
- (F) The recipient must have a zero balance.
- (G) A recipient may receive no more than one-thousand, four-hundred, sixty (1460) hours per Fiscal Year.
- (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.

41.3 Sick Leave Transfer – Employees With 365 Days Service

- (A) Employees who have been employed for a period of three-hundred, sixty-five (365) days or less and have no accrued sick leave hours, the City shall permit for the transfer of sick leave hours from a bargaining unit member. This sick leave transfer is for the minor illness or off-the-job injury that would normally require a short period of time to recuperate. Issues of "*catastrophic illness or injury*", as described in Section 41.2 above would still be addressed in the manner outlined in the MOU.
- (B) To be eligible for this transfer, the recipient must have a zero sick leave balance and may receive no more than seventy-two (72) total hours from all sources, for the initial three-hundred, sixty-five (365) day period. This provision of sick leave transfer becomes null and void on the employee's (three-hundred, sixty-sixth) 366th day of employment.

SECTION 42 – FIRE INSPECTOR AND ASSISTANT FIRE MARSHAL

42.1 Fire Inspector and Assistant Fire Marshal – Rights

The Fire Inspector and Assistant Fire Marshal shall enjoy all rights and benefits established by this MOU, except as differentiated hereunder in this Section (42).

42.2 Fire Inspector and Assistant Fire Marshal – Work Week

Work week shall be forty (40) hours. The workday schedule (5/8, 4/10) shall be determined by the Fire Chief.

42.3 Fire Inspector and Assistant Fire Marshal – Overtime

One and one half (1 ½) times hourly rate for all hours over the normally assigned work day (i.e. eight (8) hours per day, ten (10) hours per day).

42.4 Fire Inspector and Assistant Fire Marshal – Compensatory Time

Fire Inspectors and Assistant Fire Marshal shall enjoy compensatory time benefits as outlined above in sections 6.16 through 6.18. Compensatory time off shall be allowed only with the prior approval of the Fire Marshal, subject to the operational needs of the City.

42.5 Fire Inspector and Assistant Fire Marshal – Holidays

With respect to holiday pay, the Fire Inspector and Assistant Fire Marshal shall continue to utilize existing practice (receive the holiday off with pay as other forty (40) hour employees of the City). During the Fiscal Year the City will authorize one (1) Floating Holiday per employee, which may be taken by the employee at a time selected by the employee, subject to operational requirements and approval by the City. Employees hired between July 1 and December 31 will be eligible for a Floating Holiday during the course of the Fiscal Year. Holidays for the Fire Inspector and Assistant Fire Marshal shall be determined by Council Resolution. Holidays shall be paid according to employee's regularly assigned work shift:

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

42.6 Fire Inspector and Assistant Fire Marshal – Floating Holiday

On a fiscal-year basis, employees will receive floating holiday hours based on the employee's regular work shift. Employees regularly assigned to an eight (8) hour work day shall receive one eight (8) hour floating holiday. Employees regularly assigned to a nine (9) hour work day shall receive one nine (9) hour floating holiday. Employees regularly assigned to a ten (10) hour work day shall receive one ten (10) hour floating holiday.

42.7 Fire Inspector and Assistant Fire Marshal – Call in Holidays

A Fire Inspector and Assistant Fire Marshal called into work on a designated holiday shall receive a minimum of four (4) hours of overtime.

42.8 Fire Inspector and Assistant Fire Marshal – Vacation Accrual (Based on a 40-hour workweek)

Amount of Continuous Service	Vacation Accrual Hours Per Year	Maximum Accrual Allowed
From hire to less than 6 years	80 hours	160 hours
From 6 to less than 11 years	130 hours	260 hours
From 11 to less than 12 years	138 hours	276 hours
From 12 to less than 13 years	146 hours	292 hours
From 13 to less than 14 years	154 hours	308 hours
From 14 to less than 15 years	162 hours	324 hours
From 15 to less than 16 years	170 hours	340 hours

From 16 to less than 17 years	178 hours	356 hours
From 17 to less than 18 years	186 hours	372 hours
From 18 to less than 19 years	194 hours	388 hours
From 19 to less than 20 years	202 hours	404 hours
20 years or greater	210 hours	420 hours

The higher accrual rate is effective twelve (12) months prior to the affected anniversary date so that sufficient accrued time is available on the anniversary date. An employee who is due an increase in vacation during the next calendar year may include the additional vacation time during sign-ups for that year, and it may be taken concurrent with other vacation days, provided the employee does not exceed his or her accrued vacation hours.

42.9 Fire Inspector and Assistant Fire Marshal – Vacation Deferral

The Fire Inspector and Assistant Fire Marshal may defer annual vacation leave with the approval of the Fire Chief to a maximum of two (2) years accrual.

42.10 Fire Inspector and Assistant Fire Marshal – Sick Leave

Accrual of eight (8) hours per month with unlimited accumulation.

42.11 Fire Inspector and Assistant Fire Marshal – Rate of Usage

Each day shall be charged against the employee's sick leave at the rate of the workday or less, if actual sick leave usage is less.

SECTION 43 – MAINTENANCE OF CERTIFICATIONS/ LICENSES

Employees shall assume responsibility for maintaining validation of the certifications required by their job classification, including EMT, Paramedic and Class B Commercial or Class C with a Firefighter Endorsement driver license.

SECTION 44 – FIREFIGHTER OPENINGS

Every available Firefighter opening shall be made available to current Firefighter/Paramedics according to Department seniority. The Fire Chief shall retain the discretion to use factors other than seniority in exceptional circumstances, such as, "Paramedic Burnout."

SECTION 45 – PROMOTIONAL TESTING AND JOB CLASSIFICATIONS

45.1 Promotional Testing & Job Classifications – Meet and Confer

To the extent required by the Meyers-Miliias-Brown Act, the City will meet and confer with Union representatives over changes in job classifications or promotional testing.

45.2 Promotional Testing & Job Classifications – Disputes

Disputes regarding whether the City is required to meet and confer over a particular topic shall be subject to the grievance process set forth in the MOU.

45.3 Promotional Testing & Job Classifications – Posting Requirements

For positions to which members of Unit 7 could promote, promotion process information will be available in the Human Resources Office at the time of posting. Information will include applications, minimum qualifications, study material reference information, if appropriate, and information on passing scores.

45.4 Promotional Testing & Job Classifications – Changes in Process

Any changes in an established testing process must be submitted in writing to the Union for review and input no fewer than sixty (60) days prior to the beginning of the process.

45.5 Promotional Testing & Job Classifications – Eligibility Lists

Promotional Eligibility Lists shall remain in effect for two (2) years from the date of certification. Should there be three (3) or fewer eligible names on the list, the City may conduct new promotional testing.

SECTION 46 – PROBATIONARY PERIOD

46.1 Purpose of Probation

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular employee status. Regular employee status shall commence with the day following the expiration date of a probationary period.

46.2 Periodic Probationary Evaluation

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least once at or near the midpoint of the probationary period. The results of this evaluation shall be discussed with the employee.

46.3 Length of Probationary Period

The probationary period on original and promotional appointments shall be for eighteen (18) months for new hires. For promotion employees, the probationary period shall be twelve (12) months.

46.4 Rejection during Probation

During the probationary period an employee may be rejected at any time by the City Manager, without the right of appeal, except as provided by law. Notification of rejection in writing shall be served on the probationer and a copy filed with Human Resources.

46.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work. Extension of probation is at the sole discretion of the City Manager.

46.6 Promotion of Probationary Employee

An employee serving a promotional probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period, and the promotional appointment shall commence on the same date.

46.7 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular employee status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served.

SECTION 47 – SAFETY COMMITTEE

The Union shall appoint one member to the Departmental Safety Committee.

SECTION 48 – PERSONNEL FILES

48.1 Personnel Files – Access to Personnel File

An employee (or his or her representative, on presentation of written authorization from the employee in a form acceptable to the City) shall have access to non-confidential portions of the employee's personnel file at a mutually agreeable time.

48.2 Personnel Files – Acknowledge Receipt

The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file.

48.3 Personnel Files – Adverse Comments

No performance evaluations or disciplinary actions containing adverse comments about an employee's work performance or conduct shall be placed into his or her personnel file until the employee has been given the opportunity to review the document. The employee may write a response to the document containing the adverse comments for placement into the personnel file. Examples of documents considered confidential may include but are not limited to: documents relating to a criminal investigation; and other information supplied by confidential sources (e.g.: confidential performance appraisals).

SECTION 49 – DISCIPLINE

49.1 Discipline – Just Cause

Except for probationary employees, unless otherwise required by law, no employee shall be suspended for one (1) day or more or discharged without just cause.

49.2 Discipline – Discipline Hearing

A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. Prior to the hearing, the employee and Union shall be notified in writing of the charges; shall be provided with those documents and materials upon which the

proposed discipline is based; and notified of the time and place of the hearing. The employee shall have the right to be accompanied and represented by the Union and or legal counsel.

49.3 Discipline – Corrective Discipline Defined

Corrective discipline is defined as any suspension of one (1) day or more.

SECTION 50 – ALCOHOL / DRUG FREE WORKPLACE

50.1 Alcohol/Drug Free Workplace – Purpose

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

50.2 Alcohol/Drug Free Workplace – Policy

The use of alcohol and non-medically authorized drug use which adversely affects or is likely to adversely affect an employee's job performance or which jeopardizes the safety of an employee or other employees, the public, or City equipment will result in disciplinary action as required by Government Code Section 8355(a).

50.3 Alcohol/Drug Free Workplace – Prescription Medication

An employee who is using prescription drugs or medication, which affects his or her ability to work safely, is responsible for bringing that matter to the attention of his or her supervisor. Such disclosure shall be kept confidential as required by applicable law. Supervisors should be alert to the effect of medication or illness on an employee's ability to perform work safely.

50.4 Alcohol/Drug Free Workplace – EAP

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

50.5 Alcohol/Drug Free Workplace – Procedures

- (A) Evidence of an employee who possesses, is under the influence, uses or is involved in furnishing, selling, or offering alcohol or illegal drugs while on the job must be reported by employee's Department Head.
- (B) An employee is required to perform his or her duties in a safe manner, and supervisors have a responsibility to ensure that this is done. If a supervisor suspects that an employee is working in an unsafe manner due to drugs or alcohol, the supervisor is responsible for taking those actions necessary to ensure that reasonably safe working conditions are maintained.
- (C) If the City has reasonable suspicion to suspect that an employee is not fit for duty, it may require the employee to submit to a medical examination by a City designated medical facility. It is the responsibility of the City designated medical facility to determine after the examination whether the employee is fit or unfit for

duty. During the examination, the medical facility may require the employee to provide a blood or urine sample for drug and alcohol screening.

- (D) In the event of an accident involving personal injury, the employee involved will be subject to a mandatory drug/alcohol test.

50.6 Alcohol/Drug Free Workplace – Side Effects

- (A) Additionally, certain prescribed and over the counter drugs have “known potential side effects which can:
- Adversely affect judgment;
 - Affect mental alertness;
 - Affect physical balance or the ability to accomplish strenuous physical acts; and or
 - Otherwise affect Fire Fighter’s ability to perform all job functions safely and expertly.
- (B) Members are responsible for ascertaining the known, potential side effects of prescribed and over-the-counter medications they may take. This shall be accomplished, e.g., through review of the warning labels on such medications, consultation with the member’s physician, consultation with a pharmacist, or review of readily available data such as books listing commonly available medications and their side effects.
- (C) A member taking any prescription and or over-the-counter medication known to have any of the above potential side effects shall:
- (1) Inform his or her direct supervisor that he or she is taking such medications
 - (2) Carefully monitor his or her ability to fully and safely perform services; and
 - (3) Remove himself or herself from duty, in accordance with departmental procedures, in the event that the member perceives that the medication is having an adverse effect on judgment or work.
 - (4) The Department also retains the right and authority to remove a member from duty in the event that the Department has a rational basis for concluding that the member’s judgment or ability to work has been affected by ingestion of a prescription or over-the-counter drug.
- (D) In fulfilling their responsibility under this section, members are not required to explain the illness or medical condition for which they are taking medication.
- (E) The Department shall take all reasonable steps to protect members’ privacy under the circumstances involved in this section.
- (F) Any employee who voluntarily comes forward to his or her supervisor or the City’s EAP requesting assistance with chemical dependency shall have such requests treated confidentially. Participation in the Employee Assistance Program does not, however, relieve employees of their responsibility to meet work performance requirements.
- (G) Should an employee be disciplined due to an incident which involves a violation of the Department Drug and Alcohol Policy, the City may require participation in a

substance abuse program in addition to other disciplinary action and the employee shall faithfully participate in such a program. Failure to agree to and participate in such a program shall be cause for dismissal.

- (H) Employees shall be recommended for either a thirty (30) day suspension or termination if found under the influence or possessing illegal drugs.

SECTION 51 – GRIEVANCE PROCEDURE

51.1 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 organizations 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.

51.2 Grievance – Matters Subject to Grievance Procedure

A grievance is a dispute over the interpretation, application or enforcement of the express terms of the MOU. All formal grievances shall be submitted in writing on the form attached to the MOU as Exhibit C. The City is not required to meet with any employee over a grievance unless the grievance is submitted in writing on the appropriate grievance form.

51.3 Grievance – Informal

- (A) An employee who has a problem or complaint should first try to get it settled through discussion with his or her Battalion Chief without undue delay. If, after this discussion, he or she does not believe the problem has been satisfactorily resolved, he or she shall have the right to discuss it with the Fire Chief. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision.
- (B) If the employee is not in agreement with the decision reached by discussion with the Fire Chief, he or she shall then have the right to file a formal appeal in writing within ten (10) calendar days.

51.4 Grievance – Formal

(A) First Level of Review

The appeal shall be presented in writing to the employee's Battalion Chief, who shall render his or her decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with his or her Battalion Chief's decision, or if no answer has been received within ten (10) calendar days, the employee may present the appeal in writing to the Fire Chief. Failure of the employee to take further action within ten (10) 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) Department Review

The department head (or his or her designated representative), after receiving the appeal, should discuss the grievance with the employee, his or her representative, if any, and with other appropriate persons. The department head shall render his or her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if the department head fails to render a written decision within ten (10) calendar days after receiving the appeal, the employee may advance the appeal to the City Manager within fifteen (15) calendar days.

(B) 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 persons. The City Manager may designate a fact-finding committee, not in the normal line of supervision, or 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.

(D) Arbitration

If the grievance involves a dispute over the interpretation, application or enforcement of the express terms of the MOU or a disciplinary action of termination outside probation, demotion, or suspension without pay beyond one work day, and if either the Union or the employee is dissatisfied with the decision of the City Manager, either the Union or the employee may, within 14 calendar days of receipt of the decision, require that the grievance be submitted to an impartial arbitrator who shall be selected by mutual agreement or, of such agreement is not reached, by alternately striking names from a list of 5 arbitrators submitted by the State of California Conciliation Service, with the first party to strike to be determined by lot.

The fees and expenses of the arbitrator and of the court reporter, if any, shall be shared equally by the City and by the party requesting arbitration (i.e., the employee or the Union). The party requesting arbitration (i.e., the employee or the Union) and the City shall bear the costs of its own presentation, including preparation and post-hearing briefs, of any, and the costs of its representative. The decision of the Arbitrator shall be final and binding on all parties.

51.5 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) The employees shall be assured freedom from reprisal for using the grievance procedures.

SECTION 52 – LAYOFF PROCEDURE

52.1 Layoff – Notification

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

52.2 Layoff – Vacancy and Demotion

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 52.5 is qualified. All persons so demoted shall have their names placed on the re-employment list.

52.3 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 52.4, seniority includes all periods of full-time service within the City of Petaluma Fire Service at or above the classification level where the layoff is to occur.

52.4 Layoff – Seniority

- (A) 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.
- (B) 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 the layoff classification and any prior time served in the retreat classification. Ties will be broken based on seniority of total City service.
- (C) 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.
- (D) Employees retreating to a lower or similar classification shall serve a probationary period in the new classification unless they have previously successfully completed a probationary period in the retreat classification or a higher classification in the series.

52.5 Layoff – Employment Status

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.

52.6 Layoff – Re-Employment List

The names of persons laid off or demoted in accordance with these rules shall be placed on 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. Such list shall be used by every appointing authority when a vacancy arises in the same or lower classification of position before certification is made from an eligibility list.

52.7 Layoff – Duration of Re-Employment List

Names of persons laid off shall be carried on a re-employment list for two (2) years, except that persons appointed to regular positions of the same level as that which were laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower classification, or on a temporary basis, shall be continued on the list for the higher position for two (2) years.

Employees in Public Safety classifications shall be subject to all appropriate regular medical testing in order to determine fitness for duty. Any such testing will be in accordance with the Americans with Disabilities Act. No employee who was physically qualified for employment at time of layoff shall be denied employment subject to successful regular medical fitness for duty testing under this section.

SECTION 53 – COMMUNICATION PROCEDURE

53.1 Communication Procedure – Problem Solving

The parties agree to improve mutual communication and foster collaboration and shared responsibility for problem solving on all matters of the City and Union. This includes consultation on matters of departmental operation and meeting and conferring on matters affecting wages, hours and working conditions within the scope of representation.

53.2 Communication Procedure – Labor/Management Meetings

The parties shall conduct quarterly, or as needed labor/management meetings, where all matters of department operation may be discussed based on an agenda jointly developed by the parties. In addition to such quarterly meetings, either party may initiate other meeting(s) by notifying the other of their desire to discuss further issues as they arise. The parties acknowledge that such notice does not constitute compliance with this section. Each party shall designate its representative for such discussions. If either party determines the issue to be of immediate importance, discussions shall commence at the earliest possible time.

53.3 Communication Procedure – Union Notification

If the City desires to change a matter affecting wages, hours or working conditions within the scope of representation not covered by this MOU, it shall so notify the Union.

If the Union desires to negotiate, it will notify the City, and the parties will meet and confer in good faith on an expedited basis.

53.4 Communication Procedure – Open Minded

Each party commits to being open minded, to avoid predetermined results, and fully consider in good faith the interests of the other party prior to arriving at a decision or course of action.

53.5 Communication Procedure – Reason for Decision

Once a decision is reached, the department will provide to the Union its reason for the decision. This procedure shall be a supplement to, and not in place of, any procedure available pursuant to the City Charter; provided that nothing in this section shall be construed to modify or enlarge the scope of matters subject to meeting and conferring or interest arbitration.

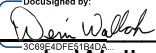
SECTION 54 – SAVINGS CLAUSE

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

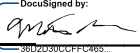
SECTION 55 – MUTUAL ACCEPTANCE AND RECOMMENDATION

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

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1415, PETALUMA**

DocuSigned by:

/s/ Dennis Wallach
Dennis Wallach
Labor Negotiator, IAFF Local 1415

11/5/2021
Date

DocuSigned by:

/s/ Matt Martin
Matt Martin
President, IAFF Local 1415

11/10/2021
Date

DocuSigned by:


/s/ Jim Gloeckner
Jim Gloeckner
Vice President, IAFF Local 1415

11/10/2021
Date

DocuSigned by:


/s/ Mac (James) Thompson
Mac (James) Thompson
Secretary, IAFF Local 1415

11/10/2021
Date

DocuSigned by:

/s/ Nick Fitzpatrick
Nick Fitzpatrick
Treasurer, IAFF Local 1415

11/10/2021
Date

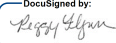
CITY OF PETALUMA

DocuSigned by:

03490857805747F

Brian Cochran
Assistant City Manager

11/14/2021

Date

DocuSigned by:

080990C70B31745C

Peggy Flynn
City Manager

11/15/2021

Date

EXHIBIT A
Local 1415 - International Association of Fire Fighters, Unit 7

Salary Ranges Effective the First Full Pay Period Following July 1, 2021

Classification	Hourly Pay Steps				
	1	2	3	4	5
FIRE CAPTAIN	36.11	37.89	39.74	41.72	43.79
FIRE ENGINEER/PARAMEDIC	32.36	33.96	35.63	37.38	39.23
FIRE ENGINEER	31.62	33.16	34.80	36.50	38.32
FIRE FIGHTER	28.65	30.06	31.52	33.08	34.71
FIRE FIGHTER/PARAMEDIC	31.75	33.30	34.95	36.66	38.45
FIRE INSPECTOR (based 40 hours per week)	43.73	45.87	48.16	50.50	53.02
ASSISTANT FIRE MARSHAL (based 40 hours per week)	54.04	56.74	59.56	62.55	65.67

Salary Ranges Effective the First Full Pay Period Following July 1, 2022

Classification	Hourly Pay Steps				
	1	2	3	4	5
FIRE CAPTAIN	36.83	38.65	40.53	42.55	44.66
FIRE ENGINEER/PARAMEDIC	33.01	34.63	36.34	38.13	40.01
FIRE ENGINEER	32.25	33.82	35.50	37.23	39.09
FIRE FIGHTER	29.22	30.66	32.15	33.74	35.40
FIRE FIGHTER/PARAMEDIC	32.39	33.97	35.64	37.39	39.22
FIRE INSPECTOR (based 40 hours per week)	44.60	46.79	49.13	51.51	54.08
ASSISTANT FIRE MARSHAL (based 40 hours per week)	55.12	57.88	60.75	63.80	66.98

EXHIBIT B
Local 1415 - International Association of Fire Fighters Unit 7

Survey Jurisdictions

The City and the Firefighters Association agree that the following jurisdictions will be used in “total compensation” surveys:

City of San Rafael
Novato Fire Protection District
City of Santa Rosa
City of Napa
City of Vacaville

EXHIBIT C

CITY OF PETALUMA - FIRE GRIEVANCE FORM

SUBJECT: GRIEVANCE RECORD FORM

The informal grievance procedure should be exhausted prior to the filing of a formal grievance. This form is to be completed in accordance with the MOU and shall be filled by the grievant with his or her Battalion Chief.

DATE FILED:	
EMPLOYEE(S) INVOLVED/CLASS TITLE:	
UNION REPRESENTATIVE:	
DATE OF INCIDENT:	
ALLEGED VIOLATION OF MOU SECTION:	
COMPLAINT:	
REMEDY SOUGHT:	
_____ SIGNATURE OF GRIEVANT(S)	DATE _____
_____ SIGNATURE OF GRIEVANT(S)	DATE _____
_____ REPRESENTATIVE FOR THE GRIEVANT(S)	PHONE NUMBER _____
ADDRESS:	

I AUTHORIZE THIS GRIEVANCE TO BE RELEASED TO THE IAFF LOCAL 1415 BOARD:	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
RECEIVED BY:	DATE:

GRIEVANCE FILED WITHIN TIME LIMITS	<input type="checkbox"/> YES	<input type="checkbox"/> NO
FACTS INVESTIGATED:		
ANSWER GIVEN (level one - Battalion Chief):		
SIGNATURE: _____	DATE: _____	
ANSWER GIVEN (level two - Department Head):		
SIGNATURE: _____	DATE: _____	
ANSWER GIVEN (level three - City Manager):		
SIGNATURE: _____	DATE: _____	
FOLLOW-UP:		

EXHIBIT D

SIDE LETTER AGREEMENT BETWEEN THE CITY OF
PETALUMA AND THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF), UNIT 7

The representatives of the City of Petaluma and the International Association of Fire Fighters (IAFF), Unit 7, have met and reached agreement on this Side Letter of Agreement (SLA) to acknowledge the Unit's participation in the Southern California Firefighters Benefit Trust (Trust). This SLA shall be effective following the City Council adoption of the successor Memorandum of Understanding (MOU) and subsequent establishment of the Trust. The terms of the trust are listed as follows:

1. **DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS.** For this Section of the Side Letter Agreement (SLA), the "Defined Class" of employees receiving contributions to the Southern California Firefighters Benefit Trust (hereafter, the "Trust"), as set forth below, consists of all employees of the City of Petaluma (hereafter, the "City") represented by the Petaluma Firefighters Local 1415 (hereafter, the "Association").
2. The Association will contract with the Southern California Firefighters Benefit Trust to provide a Post-Retirement Medical Benefit Trust (PRMBT) for represented employees. All Association represented employees will contribute \$300/month to the Trust via payroll deductions effective the first full pay period after the Trust is established. No Association employee may opt out of the payroll contributions to the Trust or opt to receive the payroll contributions in cash. Employees shall also have vacation leave accruals earned under Section 7 (SICK AND VACATION LEAVE TRANSFER) transferred to the Trust, and sick leave accruals transferred at time of retirement to the Trust to the extent and as provided in those Sections of this SLA. There will be no option to receive the sick leave or vacation leave accruals in cash.
3. The trust shall be administered by a "third party administrator" selected by the Southern California Firefighters Benefit Trust Board of Trustees."
4. The Trust shall provide post-retirement medical benefits in compliance with ERISA

and the Internal Revenue Code according to the Medical Expense Reimbursement Plan ("Plan") of the Trust, only to individuals who have met the eligibility.

5. The Association agrees to provide a copy of the annual audited financial statements of the Trust upon request of the City, and the Association agrees to request authorization from the Board of Trustees for the City to audit the books and records of the Trust at the City's request.
6. **EMPLOYEE CONTRIBUTION AMOUNT.** The City and the Association agree that the City shall withhold a mandatory contribution of \$300.00 per month [or \$138.46 per pay period] on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Section 8 below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.
7. **SICK AND VACATION LEAVE TRANSFER.** Effective upon establishment of the Trust, the City and the Association agree that the City will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee in the Defined Class:
 - a. **Mandatory Accrued Leave Contribution (at Retirement).** For every employee who is represented by the Association, the City shall, upon the employee's retirement from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, 100% of the employee's accumulated but unused vacation leave under the Memorandum of Understanding. In the event of retirement, an employee who has completed five (5) years or more with the City shall receive a payment equal to fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed seven hundred and twenty (720) hours that shall be contributed to the Trust on a pre-tax basis. For those individuals who are being retired on a disability retirement, the employee shall receive a payment equal to fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed one-thousand (1000) hours that shall be contributed to the trust on a pre-tax basis. Effective upon establishment of the Retiree Medical Trust, the City shall contribute these payments into the trust and employees shall no longer be eligible to receive a payment.
 - b. **Accrued Leave Contribution (Annually).** For every employee who is represented by the Association, the City shall reduce the employees vacation balance to 400 hours effective the first pay date in August of each year, or such other date as is established by the City. The accrued but unused vacation that

was in excess of the now 400 hour balance will be irrevocably contributed to the employee's Trust account on a pre-tax basis. The City will provide notice of any change in the annual vacation transfer date no less than 6 months prior to the new transfer date.

8. REMITTANCE OF CONTRIBUTIONS. The City shall remit the above contributions and/or accrued but unused leave payments directly to the Trust for the duration of the current Memorandum of Understanding. Those contributions shall be remitted in one aggregate payment directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust.

9. REPORTING TO TRUST OFFICE.

- (a) The City shall electronically submit to the Trust Office a monthly contribution report of contributing employees on whose behalf contributions are made to the Trust, in a format agreed to by the City and Trust.
- (b) The City shall also provide an initial report of information with the following data, on file with the City, for all contributing employees: employee name; employee number; social security number; date of birth; date of hire; home address; and phone numbers.
- (c) Separate from the contribution report and initial report, the City will send a monthly employee data report with the following data, on file with the City, on all participating employees: employee name; employee number; date of birth; date of hire; home address; and phone numbers. The employee data report will include information, on file with the City, on new hires (i.e., the above-listed data on each new hire), employee separations (i.e., employees removed from the report), and changes in employee contact information. The City will include social security numbers of only new hires in the monthly report.

The Association and/or Trust will be responsible for reconciling the data provided in these reports to identify changes.


10. MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS. The City and the Association agree that the Association has the right, subject to approval of its members according to the Association's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution in any increment of \$25, or the percent of the mandatory employee leave

contribution during the course of this Agreement, so long as the modification is mandatory for all employees covered by this Agreement.

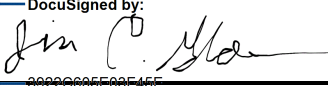
- 11. The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the parties shall meet and confer in good faith to pursue alternative approaches for providing comparable benefits.
- 12. The Association agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The City provides no guarantee to Fire employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this SLA shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this SLA.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

DocuSigned by:

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Matt Martin, President, IAFF Local 1415 Date

DocuSigned by:

3022000FE00F45E... 10/22/2021

Jim Gloeckner, Vice President, IAFF Local 1415 Date

CITY OF PETALUMA

DocuSigned by:
Peggy Flynn
08099C70B34748C

11/15/2021

Peggy Flynn, City Manager

Date

Brian Cochran

10/21/2021

Brian Cochran, Assistant City Manager

Date