



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

**JANUARY 1, 2018 – JUNE 30, 2021**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PETALUMA  
AND LOCAL 1415  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
(IAFF)  
JANUARY 1, 2018 – JUNE 30, 2021**

**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 January 1, 2018.

**SECTION 1 – TERM OF AGREEMENT**

1.1 Effective Date

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

1.2 Notice of Successor Memorandum

The parties will commence meeting and conferring for a subsequent Memorandum of Understanding no later than the end of January 2021. 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

**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 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 SECURITY**

### **5.1 Payroll Deductions and Written Authorization**

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

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

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

### **5.2 Certification of Union Membership**

The Union agrees to provide the City with an initial certified list of the members on December 1, 2019. From that point forward, the Union will update the list whenever there are changes. The Union has and will maintain written authorizations signed by the individuals from whose wages the union dues deductions are to be made.

### **5.3 Indemnification**

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

### **5.4 Sufficiency of Earnings**

The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.

### **5.5 Union Dues Payroll Deductions**

Union dues payroll deductions shall be for a specific amount and uniform as between employee members of the Union in the amount of one percent (1%) of the top step Firefighter classification monthly base salary.

5.6 Payment to Union

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

**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:

<b>Number of Consecutive Shifts</b>	<b>Notice</b>
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 January 1, 2019 unit members within the job classifications identified below will receive a base wage increase:

- Fire Captain, Fire Engineer/Paramedic, Fire Engineer, Firefighter/Paramedic, Fire Inspector: Three percent (3.0%)
- Fire Fighter: Two percent (2.0%)

This base wage increase will be retroactive to reflect a January 1, 2019 effective date. The City agrees to work on implementing retroactive payments as quickly as administratively feasible following approval by the City Council.

Effective July 1, 2019 unit members within the job classifications identified below will receive a base wage increase:

- Fire Captain, Fire Engineer/Paramedic, Fire Engineer, Fire Inspector: Three percent (3.0%)
- Firefighter, Firefighter/Paramedic: Two percent (2.0%)

This base wage increase will be retroactive to reflect a July 1, 2019 effective date. The City agrees to work on implementing retroactive payments as quickly as administratively feasible following approval by the City Council.

Effective January 1, 2020 unit members within the job classifications identified below will receive a base wage increase:

- Fire Captain, Fire Engineer/Paramedic, Fire Engineer, Firefighter, Firefighter/Paramedic, Fire Inspector: Two percent (2.0%)

Effective July 1, 2020 unit members within the job classifications identified below will receive a base wage increase:

- Fire Captain, Fire Engineer/Paramedic, Fire Engineer, Fire Inspector: Two percent (2.0%)
- Firefighter, Firefighter/Paramedic: One percent (1.0%)

Effective January 1, 2021 unit members within the job classifications identified below will receive a base wage increase:

- Fire Captain, Fire Inspector: Two percent (2.0%)
- Fire Engineer/Paramedic, Fire Engineer, Firefighter, Firefighter/Paramedic: One percent (1.0%)

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 position Fire Inspector 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:

<b>Salary Step</b>	<b>Advancement Schedule</b>
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. 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. 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.

**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 as follows:

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

Thanksgiving Day	Fourth (4 <sup>th</sup> ) Thursday of November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

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.

12.7 Vacation – Vacation Payment at Retirement

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

## **SECTION 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 two (2) consecutive 48-hour shifts. 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 receiving 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 fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed seven hundred and twenty (720) hours.

13.13 Sick Leave – Payment at Disability Retirement

For those individuals who are being retired on a disability retirement, the employee shall receive fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed one-thousand (1000) hours.

## **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

The Fire Inspector 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 establishment of a second and third tier of benefits as defined below shall not affect the benefits currently in effect for employees hired prior to 11/15/12, the effective date of the

CalPERS contract amendment. Safety employees hired prior to the establishment of the second tier of retirement benefit are provided with the 3% at 50 formula retirement plan.

The City's contract with CalPERS 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

In 2012, the Association and the City reached agreement on establishing a different level of benefits (two-tiered retirement) for newly hired Safety employees. Safety employees who are considered by CalPERS to be “classic” members hired after 11/15/12, the effective date of the amended contract with CalPERS, shall receive the 3% at 55 formula retirement plan and the three-year final average compensation.

The following optional benefits will remain in effect for 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.

Effective January 1, 2020 or the first payroll following the adoption of a contract amendment with CalPERS, whichever is later, the employee contribution for employees who participate in the 3% at 50 or the 3% at 55 formula retirement plans shall increase from 9% to 10%.

Effective July 1, 2020 the employee contribution for employees who participate in the 3% at 50 or the 3% at 55 formula retirement plans shall increase from 10% to 11%.

Effective January 1, 2021 the employee contribution for employees who participate in the 3% at 50 or the 3% at 55 formula retirement plans shall increase from 11% to 12%.

The parties shall work collaboratively to expedite formal adoption of a contract amendment with CalPERS to reflect this cost-sharing agreement under which the employees who participate in the 3% at 50 or the 3% at 55 formula retirement plans are paying a portion of the employer contribution to CalPERS.

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

### **27.1 Active Employees – PEMHCA Contribution**

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

### **27.2 Active Employees – Additional Benefit**

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 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, 2018, the City shall pay an additional benefit that depends upon the actual percentage increase in the Kaiser – Bay Area premium. The City’s additional benefit contribution for 2018 shall be up to a 9% increase of the 2017 Health Plan Rate less the City’s PEMHCA contribution, multiplied by ninety-five percent (95%), or an amount equal to the actual 2017 CalPERS Health Premium for Kaiser - Bay Area, less the City’s PEMHCA

contribution, times ninety-five percent (95%) for current employees and their covered family members, whichever is less. If the percentage increase is greater than 9%, the City and the employee shall share the amount above 9%, with the City paying 50% of the amount above 9% and the employee paying 50% of the amount above 9%.

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

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

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

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

### 27.3 Employee Contribution

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

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

### 28.1 Retired Employees – CalPERS and the PEMHCA

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

- (A) Employee must be a member of CalPERS; and
- (B) Employee must retire within 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 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 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 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 City's PEMHCA contribution amount specified in this section.

For example, an employee would receive seventy-five dollars (\$75) per month as a retiree benefit if he or she retired on January 1, 2009. The following year, in 2010, the payment would increase five dollars (\$5) per month to eighty dollars (\$80) and continue to increase in five dollar (\$5) increments every year until it reaches the maximum benefit amount of one hundred dollars (\$100.00) per month.

Calendar Year	City's PEMHCA contribution as stated in the MOU	City's Actual Required PEMHCA Contribution
2017	\$100.00	\$128.00
2018	\$100.00	\$133.00
2019	\$100.00	\$136.00
2020	\$100.00	\$139.00
2021	\$100.00	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 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 one hundred and forty dollars (\$140) per month as specified in this section.

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

Calendar Year	City PEMHCA contribution as stated in the MOU	City's Actual Required PEMHCA Contribution	City Cash Retiree Benefit as stated in the MOU	City's Actual Cash Retiree Benefit	Total Benefit Amount
2017	\$100.00	\$128.00	\$40.00	\$12.00	\$140.00
2018	\$100.00	\$133.00	\$40.00	\$7.00	\$140.00
2019	\$100.00	\$136.00	\$40.00	\$4.00	\$140.00
2020	\$100.00	\$139.00	\$40.00	\$1.00	\$140.00
2021	\$100.00	Minimum PEMHCA contribution as set by CalPERS	\$40.00	Total benefit amount of \$140.00 minus the monthly City PEMHCA contribution	\$140.00

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

- 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) 366<sup>th</sup> day of employment.

### **SECTION 42 – FIRE INSPECTOR**

#### 42.1 Fire Inspector – Rights

The Fire Inspector shall enjoy all rights and benefits retained by all other personnel in Unit 7, except as differentiated hereunder:

#### 42.2 Fire Inspector – 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 – 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 – Standby Pay

(A) After normal business hours (evenings, weekends and holidays) availability for which a fire inspector 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) Fire Inspectors 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 the inspectors.

42.5 Fire Inspector – Compensatory Time

Fire Inspectors 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.

42.6 Fire Inspector – Holidays

With respect to holiday pay, the Fire Inspector 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 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.

42.7 Fire Inspector – 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.

42.8 Fire Inspector – Call in Holidays

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

42.9 Fire Inspector – Vacation Accrual (Based on a 40-hour workweek)

<b>Amount of Continuous Service</b>	<b>Vacation Accrual Hours Per Year</b>	<b>Maximum Accrual Allowed</b>
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.

42.10 Fire-Inspector – Vacation Deferral

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

42.11 Fire Inspector – Sick Leave

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

42.12 Fire Inspector – 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-Milias-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 WORK PLACE**

### **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.

### (C) 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**

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

12/16/2019  
Date

/s/ Ken Dick  
Ken Dick  
President, IAFF Local 1415

11/26/2019  
Date

/s/ Matt Martin  
Matt Martin  
Negotiating Committee, IAFF Local 1415

11/26/2019  
Date

/s/ Zachary Brown  
Zachary Brown  
Negotiating Committee, IAFF Local 1415

11/26/2019  
Date

/s/ Jim Gloeckner  
Jim Gloeckner  
Negotiating Committee, IAFF Local 1415

11/26/2019  
Date



**CITY OF PETALUMA**

/s/ Bruce Heid  
Bruce Heid  
Chief Negotiator, IEDA

12/16/2019  
Date

/s/ Charles Castillo  
Charles Castillo  
Director of Human Resources

12/3/2019  
Date

/s/ Peggy Flynn  
Peggy Flynn  
City Manager

12/3/2019  
Date

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

<b>Wage Increases for Term of Contract</b>	<b>1/1/2019</b>	<b>7/1/2019</b>	<b>1/1/2020</b>	<b>7/1/2020</b>	<b>1/1/2021</b>
FIRE CAPTAIN	3.00%	3.00%	2.00%	2.00%	2.00%
FIRE ENGINEER/PARAMEDIC	3.00%	3.00%	2.00%	2.00%	1.00%
FIRE ENGINEER	3.00%	3.00%	2.00%	2.00%	1.00%
FIRE FIGHTER	2.00%	2.00%	2.00%	1.00%	1.00%
FIRE FIGHTER/PARAMEDIC	3.00%	2.00%	2.00%	1.00%	1.00%
FIRE INSPECTOR	3.00%	3.00%	2.00%	2.00%	2.00%

**Salary Ranges Effective January 1, 2019**

<b>Classification</b>	<b>Wage Increase 1/1/19</b>	<b>Hourly Pay Steps</b>				
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
FIRE CAPTAIN	3.00%	\$ 31.92	\$ 33.52	\$ 35.18	\$ 36.95	\$ 38.80
FIRE ENGINEER/PARAMEDIC	3.00%	\$ 28.85	\$ 30.29	\$ 31.80	\$ 33.39	\$ 35.06
FIRE ENGINEER	3.00%	\$ 28.17	\$ 29.57	\$ 31.05	\$ 32.60	\$ 34.24
FIRE FIGHTER	2.00%	\$ 25.99	\$ 27.29	\$ 28.65	\$ 30.09	\$ 31.60
FIRE FIGHTER/PARAMEDIC	3.00%	\$ 28.85	\$ 30.29	\$ 31.80	\$ 33.39	\$ 35.06
FIRE INSPECTOR (based 40 hours per week)	3.00%	\$ 38.56	\$ 40.49	\$ 42.53	\$ 44.64	\$ 46.89

**Salary Ranges Effective May 20, 2019 Per Side Letter Agreement**

<b>Classification</b>	<b>Hourly Pay Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
FIRE CAPTAIN	\$32.39	\$33.99	\$35.65	\$37.42	\$39.27
FIRE ENGINEER/PARAMEDIC	\$29.32	\$30.76	\$32.27	\$33.86	\$35.53
FIRE ENGINEER	\$28.64	\$30.04	\$31.52	\$33.07	\$34.71
FIRE FIGHTER	\$26.46	\$27.76	\$29.12	\$30.56	\$32.07
FIRE FIGHTER/PARAMEDIC	\$29.32	\$30.76	\$32.27	\$33.86	\$35.53
FIRE INSPECTOR (based 40 hours per week)	\$39.22	\$41.15	\$43.19	\$45.30	\$47.55

**Salary Ranges Effective July 1, 2019**

Classification	Wage Increase 7/1/19	Hourly Pay Steps				
		1	2	3	4	5
FIRE CAPTAIN	3.00%	\$ 33.36	\$ 35.01	\$ 36.72	\$ 38.54	\$ 40.45
FIRE ENGINEER/PARAMEDIC	3.00%	\$ 30.20	\$ 31.68	\$ 33.24	\$ 34.88	\$ 36.60
FIRE ENGINEER	3.00%	\$ 29.50	\$ 30.94	\$ 32.47	\$ 34.06	\$ 35.75
FIRE FIGHTER	2.00%	\$ 26.99	\$ 28.32	\$ 29.70	\$ 31.17	\$ 32.71
FIRE FIGHTER/PARAMEDIC	2.00%	\$ 29.91	\$ 31.38	\$ 32.92	\$ 34.54	\$ 36.24
FIRE INSPECTOR (based 40 hours per week)	3.00%	\$ 40.40	\$ 42.38	\$ 44.49	\$ 46.66	\$ 48.98

**Salary Ranges Effective January 1, 2020**

Classification	Wage Increase 1/1/20	Hourly Pay Steps				
		1	2	3	4	5
FIRE CAPTAIN	2.00%	\$ 34.03	\$ 35.71	\$ 37.45	\$ 39.31	\$ 41.26
FIRE ENGINEER/PARAMEDIC	2.00%	\$ 30.80	\$ 32.31	\$ 33.90	\$ 35.58	\$ 37.33
FIRE ENGINEER	2.00%	\$ 30.09	\$ 31.56	\$ 33.12	\$ 34.74	\$ 36.47
FIRE FIGHTER	2.00%	\$ 27.53	\$ 28.89	\$ 30.29	\$ 31.79	\$ 33.36
FIRE FIGHTER/PARAMEDIC	2.00%	\$ 30.51	\$ 32.01	\$ 33.58	\$ 35.23	\$ 36.96
FIRE INSPECTOR (based 40 hours per week)	2.00%	\$ 41.21	\$ 43.23	\$ 45.38	\$ 47.59	\$ 49.96

**Salary Ranges Effective July 1, 2020**

Classification	Wage Increase 7/1/20	Hourly Pay Steps				
		1	2	3	4	5
FIRE CAPTAIN	2.00%	\$ 34.71	\$ 36.42	\$ 38.20	\$ 40.10	\$ 42.09
FIRE ENGINEER/PARAMEDIC	2.00%	\$ 31.42	\$ 32.96	\$ 34.58	\$ 36.29	\$ 38.08
FIRE ENGINEER	2.00%	\$ 30.69	\$ 32.19	\$ 33.78	\$ 35.43	\$ 37.20
FIRE FIGHTER	1.00%	\$ 27.81	\$ 29.18	\$ 30.59	\$ 32.11	\$ 33.69
FIRE FIGHTER/PARAMEDIC	1.00%	\$ 30.82	\$ 32.33	\$ 33.92	\$ 35.58	\$ 37.33
FIRE INSPECTOR (based 40 hours per week)	2.00%	\$ 42.03	\$ 44.09	\$ 46.29	\$ 48.54	\$ 50.96

**Salary Ranges Effective January 1, 2021**

<b>Classification</b>	Wage Increase 1/1/21	Hourly Pay Steps				
		1	2	3	4	5
FIRE CAPTAIN	2.00%	\$ 35.40	\$ 37.15	\$ 38.96	\$ 40.90	\$ 42.93
FIRE ENGINEER/PARAMEDIC	1.00%	\$ 31.73	\$ 33.29	\$ 34.93	\$ 36.65	\$ 38.46
FIRE ENGINEER	1.00%	\$ 31.00	\$ 32.51	\$ 34.12	\$ 35.78	\$ 37.57
FIRE FIGHTER	1.00%	\$ 28.09	\$ 29.47	\$ 30.90	\$ 32.43	\$ 34.03
FIRE FIGHTER/PARAMEDIC	1.00%	\$ 31.13	\$ 32.65	\$ 34.26	\$ 35.94	\$ 37.70
FIRE INSPECTOR (based 40 hours per week)	2.00%	\$ 42.87	\$ 44.97	\$ 47.22	\$ 49.51	\$ 51.98

**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:		