

SECOND AMENDED AND RESTATED AT-WILL AGREEMENT FOR EMPLOYMENT OF CITY CLERK

BACKGROUND

The City Council originally entered into an employment agreement with Kendall Sawyer to serve as the City Clerk of the City of Petaluma on September 14, 2020. The agreement outlines the wages, benefits and conditions of employment for the City Clerk. This Second Amended and Restated At-Will Agreement for Employment of City Clerk, effective following Council adoption on December 5, 2022, supersedes and replaces the First Amended and Restated At-Will Agreement for Employment of City Clerk entered November 1, 2021.

The City Council has recently concluded a performance evaluation for Ms. Sawyer and, per Section 5 of this agreement, has agreed to provide a 20.0% salary adjustment, a 2.0% cost-of-living adjustment to her salary, and an increase to her administrative leave allowance per fiscal year. This Second Amended and Restated At-Will Agreement for Employment of City Clerk memorializes these compensation changes, as well as updates various benefit provisions that are contained in the Attachment 1 to this agreement.

AGREEMENT

This Agreement ("Agreement") was originally made and entered into the 14th day of September, 2020, by and between the City of Petaluma, California ("the CITY"), a California municipal corporation and charter city, and Kendall Sawyer ("CITY CLERK") with an effective date of September 15, 2020 ("Effective Date"). The parties agree as follows:

1. Appointment of CityClerk:

The City Council appoints Kendall Sawyer to the position of City Clerk of the City of Petaluma, California on the Effective Date, subject to the terms of this Agreement and applicable law.

2. Term:

The term of this Agreement shall commence on the Effective Date and expire four years thereafter on September 14, 2024, or upon termination in accordance with Section 20. Notwithstanding the Expiration Date, the Term will automatically extend by an additional year without further notice or action of the parties commencing on September 15 of each year, thereby establishing a new four-year Term and new Expiration Date, unless either party gives the other notice of termination in accordance with Section 20. If either party provides notice of termination in accordance with this provision, the Term will expire at the conclusion of the four-year Term then in effect without further notice or action of the party, unless the party giving notice of termination rescinds the notice in writing before the commencement of the final year of the Term then in effect. Notwithstanding this provision, this Agreement may be

terminated before the expiration in accordance with Section 20. If the CITY terminates this Agreement by giving notice in accordance with this section, the City will have no obligation to pay severance pursuant to Section 21 regarding such termination.

3. At-Will Employment:

CITY CLERK is an at-will employee in accordance with California Labor Code section 2922 and shall serve at the pleasure of the City Council. The terms of CITY's Personnel Rules, Policies, Procedures, Ordinances and Resolutions shall not apply to CITY CLERK, and nothing in this Agreement is intended to, or does, confer upon CITY CLERK any right to or expectation of any right or property interest in continued employment. If a decision to terminate CITY CLERK's employment is made by the City Council, whether with or without cause, the CITY CLERK shall be entitled to only that due process as is provided by City Charter, ordinance, or this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CITY CLERK to resign at any time from her position with CITY, in accordance with Section 20(a) of this Agreement.

4. Duties and Responsibilities:

- a. CITY CLERK shall serve as the City Clerk of the City of Petaluma, and shall be vested with the powers, duties and responsibilities and perform the functions and duties specified under the laws of the State of California, the Petaluma City Charter and the Petaluma Municipal Code, and the ordinances and resolutions of the CITY and other applicable law, and such other duties and functions as the City Council may from time to time assign.
- b. CITY CLERK agrees to remain in the exclusive employ of CITY, and devote her full productive time and attention to CITY's business, during the term of this Agreement, except with specific permission of the City Council for endeavors which are not in conflict with the CITY CLERK's duties and responsibilities as City Clerk.

The CITY recognizes that CITY CLERK is expected to devote necessary time outside normal office hours to business of the CITY, and to that end the CITY CLERK's schedule of work each day and week shall vary in accordance with the work required to be performed. As an exempt employee, CITY CLERK will not receive overtime or extra compensation for work performed outside normal business hours. However, CITY CLERK will receive administrative leave in accordance with Section 8(c).

5. Compensation:

- a. Base Salary. Effective the first full pay period following City Council adoption of this agreement, the CITY CLERK's annual base salary shall be increased by twenty-two percent (22.0%) from the prior base salary of \$135,150 to an adjusted annual base salary of \$164,883. CITY agrees to pay CITY CLERK an annual base salary of

\$164,883, payable in installments at the same time that the other management employees of the CITY are paid.

- b. Merit Adjustment. CITY may increase CITY CLERK's compensation in such amounts and to such extent as the City Council may determine is desirable on the basis of any salary review of CITY CLERK.
- c. Cost of Living Adjustment. CITY may consider, on an annual basis, a cost of living adjustment to CITY CLERK's compensation. Such adjustment shall be separate of any adjustment granted pursuant to Section 5 (b) of this Agreement.

6. Benefits:

CITY CLERK will be entitled to the benefits specified in Attachment 1 which is attached to and made a part of this Agreement.

7. Disability:

If CITY CLERK is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued sick leave, CITY shall have the option to terminate this Agreement. Upon termination pursuant to this provision, CITY shall have no obligation to pay severance benefits pursuant to Section 23.

8. Vacation / Sick / Administrative / Holiday Leave:

- a. Vacation Leave shall accrue and be credited to the CITY CLERK's personal account in accordance with Attachment 1.
- b. Sick Leave shall accrue and be credited to the CITY CLERK's personal account in accordance with Attachment 1.
- c. Effective the first full pay period following City Council adoption of this agreement, CITY CLERK's administrative leave will be increased from eighty hours (80) to ninety-six (96) hours per fiscal year. In fiscal year 22-23 and thereafter, a total of ninety-six (96) hours of administrative leave will be credited to the CITY CLERK's personal account each fiscal year.

- 1. Carry Forward of Leave. CITY CLERK may carry forward up to forty (40) hours of unused administrative leave into the next fiscal year. CITY CLERK may not maintain balances of more than one hundred and twenty (120) hours of administrative leave in any fiscal year. Carry forward administrative leave may only be taken as paid time off, has no cash value, and shall not be included in the totals

subject to payment under Section 20(d).

2. Annual Payment for Unused Leave. CITY CLERK shall receive payment for up to twenty (20) hours of unused administrative leave at the end of each fiscal year. Payment shall be at the CITY CLERK's base pay rate as of June 30. Payment shall be made on the last pay period of the fiscal year.
 - d. Holidays shall be credited to the CITY CLERK'S account in accordance with Attachment 1.
9. Disability, Health, and Life Insurance:
- a. CITY agrees to purchase and to pay during the term of this Agreement, premiums on term life insurance policies equal in amount to one and one-half 1-1/2 times the amount of the annual compensation package of CITY CLERK described in Section 5, up to a maximum benefit of \$200,000.
 - b. CITY agrees to provide and to pay the CITY's share of premiums for medical, dental, and vision insurance for the CITY CLERK and her dependents in accordance with Attachment 1. CITY CLERK shall have the right to select medical, dental and vision coverage from the plan options offered by CITY.
 - c. CITY agrees to have in force and make required premium payments for CITY CLERK's participation in the CITY's current group disability plan.
10. Dues and Subscriptions:
- Subject to budgetary approval by the CITY, CITY agrees to pay for professional dues and subscriptions of CITY CLERK necessary for CITY CLERK's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for CITY CLERK's continued professional participation, growth and advancement and for the good of CITY.
11. Professional Development:
- a. Subject to budgetary approval by CITY, CITY agrees to pay for, to the extent allowed by law, travel and subsistence expenses of CITY CLERK for official travel, meetings and events as necessary and appropriate to continue the professional development of CITY CLERK at gatherings such as the City Clerks Association of California (CCAC) Annual Conference, International Institute of Municipal Clerks Annual Conference and League of California Cities New Law and Elections seminar.

- b. Subject to budgetary approval by CITY, CITY agrees to pay for, to the extent allowed by law, travel and subsistence expenses of CITY CLERK for short courses, institutes and seminars that are necessary for CITY CLERK's professional development and for the good of CITY.

12. General Expenses:

- a. CITY recognizes that certain expenses of a non-personal nature are incurred by CITY CLERK for the benefit of the CITY in the course of performance of CITY CLERK's duties and hereby agrees to reimburse or to pay said general expenses, and CITY's Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expenses of petty cash vouchers, receipts, statements or personal affidavits to the extent allowed by law and subject to budgetary approval.
- b. Given the importance of technological tools to the effective and efficient conduct of the CITY's business, the CITY shall provide computer, laptop computer, cellular phone, iPad or similar type devices to the CITY CLERK at the CITY's expense, both at the CITY CLERK's office and at the CITY CLERK's residence, as needed to carry out the duties of the position. All such equipment shall remain the property of the CITY.
- c. CITY CLERK will be provided a monthly automobile allowance of \$200.00 in exchange for making her vehicle available for her own use and for CITY-related business and/or functions during, before, and after normal working hours. The monthly automobile allowance is intended to defray costs that the CITY CLERK incurs utilizing her personal vehicle for CITY business. The automobile allowance shall appear on the CITY CLERK's payroll stub as ordinary income and part of her salary but will not be considered part of the CITY CLERK's base salary for purpose of this Agreement.

13. Bonding:

CITY shall bear the full cost of any fidelity or other bonds required of City CLERK under any law or ordinance.

14. Continuity:

In the event of a change of the elected representation of the City Council, there will be a ninety (90) day period commencing upon the seating of new City Council members when the City Council can take no action regarding the provisions of CITY CLERK's contract, unless both parties agree, or the action is for cause.

15. Attorney Fees:

In the event of any suit or action by either party under this Agreement, the prevailing party in such suit or action shall be entitled to reasonable attorney fees and costs to be fixed by the court.

16. Other Terms and Conditions of Employment:

The City Council, in consultation with CITY CLERK, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of CITY CLERK, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Petaluma City Charter, the Petaluma Municipal Code or any other applicable state or federal law.

17. Indemnification:

- a. CITY shall defend, hold harmless and indemnify CITY CLERK against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the CITY CLERK's duties in accordance with the provisions of California Government Code Section 825 and following as amended from time to time and provide a defense in accordance with California Government Code Section 995 and following. Notwithstanding anything to the contrary in this Agreement, CITY reserves the right to refuse to provide a defense of CITY CLERK for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law.
- b. Following termination or expiration of this Agreement, for any reason, when CITY CLERK serves as a witness, advisor and/or consultant to CITY regarding pending litigation, CITY agrees to pay CITY CLERK consulting fees at an hourly rate equal to the base wage paid to CITY CLERK at the time of separation, CITY also agrees to pay reasonable travel expenses and miscellaneous costs related to such consulting.

18. Notices:

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. CITY:

Mayor and City Council
11 English Street
Petaluma CA 94952

b. CITY CLERK:

Kendall Sawyer
City Clerk
11 English Street
Petaluma CA 94952

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

19. Performance Evaluations:

- a. City Council may review and evaluate the performance of CITY CLERK annually in advance of the adoption of the annual operating budget or when requested by the CITY CLERK. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and CITY CLERK. Said criteria may be amended as the City Council may from time to time determine and in consultation with CITY CLERK. The City Council shall conduct its evaluation of CITY CLERK in closed session. The City Council shall provide CITY CLERK with the written evaluation and provide an adequate opportunity for CITY CLERK to discuss CITY CLERK's evaluation with City Council.
- b. In recognition of accomplishments and objectives, and satisfactory performance, a potential annual merit increase may be negotiated in accordance with Section 5(b).
- c. The City Council and CITY CLERK shall define such goals and performance objectives as they determine necessary for the proper operation of CITY and the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. Said goals and objectives shall generally be attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.
- d. CITY CLERK will timely cause to be placed on the City Council agenda a "closed session" for purpose of CITY CLERK's performance evaluation.

City Clerk Second Amended and Restated At-Will Employment Agreement
Kendall Sawyer

20. Termination of Employment:

- a. CITY CLERK may terminate this Agreement, with or without cause, by giving the CITY a minimum of forty-five (45) days written notice in advance of termination, unless the parties agree otherwise. During the period following notice of termination and until the termination becomes effective, all the rights and obligations of the parties under this Agreement shall remain in full force and effect. CITY CLERK will not be entitled to receive any severance pay if her resignation is voluntary.
- b. The City Council may terminate this Agreement, with or without cause. City Council shall give CITY CLERK a minimum sixty (60) days prior written notice of termination; provided, however, that if CITY CLERK is terminated for cause, as defined in this Agreement, the sixty (60) day written notice requirement shall not apply and CITY CLERK may be terminated with notice as provided in Section 20(c).
- c. Prior to terminating this Agreement for cause pursuant to Section 22, the City Council shall give CITY CLERK at least ten (10) days prior written notice of the charges or other alleged cause for termination. Within the ten-day period, but not earlier than five days after the notice has been given, the City Council shall meet with CITY CLERK in closed session and give CITY CLERK an opportunity to address the City Council regarding the alleged cause for termination. CITY CLERK may also choose to have allegations brought against her heard in open session in accordance with California Government Code 54957 (b)(2). After hearing CITY CLERK's response to the allegations, the City Council shall make a decision as to whether to terminate the Agreement and shall inform CITY CLERK in writing of its decision.
- d. Upon separation from CITY for any reason, CITY CLERK will be paid for all earned, accrued, and unused vacation, administrative leave, and floating holidays, subject to the limitations imposed elsewhere in this Agreement.

21. Termination Without Cause:

For the purposes of this Agreement, termination without cause shall be deemed to occur when:

- a. The majority of the City Council votes to terminate the CITY CLERK at a duly authorized public meeting without cause, as defined in Section 22(a) of this Agreement.
- b. The City Council, the citizens or the Legislature acts to amend any provisions of the City Charter, codes, or other enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the CITY CLERK's position that substantially changes the form of government. CITY CLERK shall have the right to declare that such

amendments constitute termination.

- c. The City Council reduces the base salary, compensation, or any other financial benefit of the CITY CLERK (unless it is applied in no greater percentage than the average reduction of all department directors). Such action will be regarded as a termination.
- d. Material breach of this Agreement is declared in writing by CITY CLERK specifying the reasons therefore, but only if CITY has not cured such declared material breach within thirty (30) days of receipt of notice of the declared material breach.

22. Termination for Cause:

- a. For purposes of this Agreement, cause for termination by CITY means:
 - 1. Willful and repeated failure to perform the duties of CITY CLERK or other material breach of this Agreement declared in writing by CITY by notice in accordance with Section 20(c) and not cured within thirty days of receipt of notice of the declared material breach;
 - 2. Conviction of CITY CLERK for an employment related criminal act;
 - 3. Conviction of CITY CLERK for a felony; or
 - 4. A finding by a court, jury, State or Federal Attorney General, the Fair Political Practices Commission, or any successor agency, that CITY CLERK engaged in intentional or negligent misconduct in relation to the performance of CITY CLERK's duties.
- b. Pursuant to Government Code Sections 53243, 53243.1, and 53243.2, if City Clerk is convicted of a crime involving an abuse of her office or position, all of the following shall apply:
 - 1. If CITY CLERK is provided with administrative leave pay pending an investigation, CITY CLERK shall be required to fully reimburse CITY such amounts paid.
 - 2. If CITY pays for the criminal legal defense of CITY CERK, CITY CLERK shall be required to fully reimburse CITY such amounts paid.
 - 3. If this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that CITY CLERK may receive from CITY shall be fully reimbursed to CITY or void if not yet paid to CITY CLERK.

For purposes of subsection 22 (b), abuses of office or position means either:

- A. an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or
- B. a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

23. Severance Pay:

- a. If CITY terminates this Agreement without cause in accordance with Section 21, then CITY CLERK shall be entitled to a severance payment equal to six (6) months of base salary at the rate in effect at the time of termination, plus CITY's share of the cost of continuing health, dental, and vision insurance for CITY CLERK and all dependents as provided in Section 13 for six (6) months. At CITY CLERK's election, and pursuant to CITY CLERK's written instructions at the time of severance, severance pay shall be paid either in a lump sum cash payment within thirty (30) days of the date of termination, or in equal monthly payments. Should CITY CLERK elect to receive severance pay in equal payments, the number of such monthly payments shall not exceed six (6).
- b. All payments required under Section 28 (a) are subject to and shall be interpreted to comply with the limitations set forth in California Government Code Sections 53260 and 53261. The CITY's share of the cost of Health, Dental and Vision benefits shall continue for the same duration of time as covered in the settlement or until the CITY CLERK finds other employment, whichever occurs first.
- c. If CITY terminates CITY CLERK for cause, she will not be entitled to any severance payment. The determination of whether there is cause for termination shall be consistent with Section 22.


24. Miscellaneous:

- a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of the State of California.

- d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of CITY CLERK.

[SIGNATURES ON NEXT PAGE]

CITY CLERK

DocuSigned by:

By _____
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Kendall Sawyer, City Clerk

CITY

DocuSigned by:


By _____
604102E6D48F42E...
Teresa Barrett, Mayor

ATTEST:

DocuSigned by:

By _____
88C99C8038A4429...
Kami Garcia, Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By _____
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Eric W. Danly, City Attorney

ATTACHMENT 1**1. Vacation Leave Accrual Rate**

Vacation leave hours shall accrue at the rate specified in the schedule below:

Years of Service	Vacation Accrual (hrs)	Accrual Limit (hrs)
0-4	80	240
5-9	120	360
10	128	384
11	136	408
12	144	432
13	152	456
14	160	480
15	168	504
16	176	528
17	184	552
18	192	576
19 or greater	200	600

The total amount of accrued but unused vacation may not exceed three (3) times the rate of annual accrual as specified in the schedule above. Upon separation from employment KENDALL SAWYER shall be paid for all accrued unused vacation leave.

Upon the effective date of this agreement, KENDALL SAWYER shall be granted an initial bank of 40 vacation hours which will be credited to her personal account.

2. Sick Leave**A. Sick Leave – Eligibility**

Sick leave is not a right, which may used at discretion, but rather, sick leave shall be used only in case of personal illness, disability or the serious illness or injury of a family member, which requires the attention of KENDALL SAWYER. The term family members shall include: spouse, children, parents, spouse's parents, brothers, sisters or other individuals whose relationship to KENDALL SAWYER is that of a dependent or near dependent.

B. Sick Leave – Accrual

Sick leave shall accrue at the rate of eight (8) hours for each month of continuous service.

C. Sick Leave – Transfer

If KENDALL SAWYER wishes to donate hours of sick leave to another employee she may do so by sending a written request to the Human Resources office naming

the individual to receive the sick leave and the amount donated, with the following restrictions:

- i. KENDALL SAWYER must retain a minimum of 160 hours of sick leave to be eligible to transfer sick leave.
- ii. Transfer amounts shall be limited to the number of actual hours needed and used by the receiving employee.
- iii. Any donated sick leave hours unused by recipient shall be returned to the donor. The employee receiving the sick leave transfer must have zero (0) hours of accrued sick leave, vacation, and CTA leave on the books.
- iv. Employees may not buy or sell sick leave. Only the time may be transferred.
- v. Employees may not transfer sick leave upon separation of service.
- vi. Transfer of sick leave shall be allowed.
- vii. No more than ninety (90) workdays of sick leave may be received by an employee for any one illness or injury.

D. Sick Leave – Retirement Payout

In the event of the death or retirement and the completion of ten (10) or more years of continuous employment with the City, KENDALL SAWYER shall be paid or shall receive a benefit of fifty percent (50%) of her accumulated but unused sick leave not to exceed four-hundred-eighty (480) hours. She may elect not to receive this benefit and instead place all sick leave hours into the CalPERS sick leave conversion benefit.

3. Holidays and Holiday Leave

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

The holidays for fiscal year 22/23 are as follows:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day

Observance: The actual date of the observed holidays is determined by City Council resolution each fiscal year. If participating in a 5/8 schedule, when a holiday falls on a Saturday, that holiday will be observed on the prior Friday. When a holiday falls on a Sunday, that holiday will be observed on the following Monday. Should this conflict with a Friday or Monday designated holiday, the Friday or Monday holiday will occur

on the preceding Thursday or following Tuesday. If participating in a 4/10 schedule, when a holiday falls on a Friday or Saturday, that holiday will be observed on Thursday. When a holiday falls on a Sunday, that holiday will be observed on the following Monday. Should this conflict with a Friday or Monday designated holiday, the Friday or Monday holiday will occur on the preceding Wednesday or following Tuesday.

Observance by an employee of a designated religious event may be granted, if practical, with at least seven (7) days prior approval required for such leave, under the following methods:

- (A) Time charged to accrued vacation allowance; or
- (B) Time off without pay.

Fixed holidays currently provided for in the Compensation Plan will be based on the employee's regular work shift. 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 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.

4. Floating Holiday

Each fiscal year KENDALL SAWYER shall be provided one floating holiday which may be taken by her at a time she selects, subject to operational requirements of the City.

5. Health Benefits

A. 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 shall be the minimum required by PEMHCA. The City pays this contribution directly to CalPERS.

B. Additional Benefit Amount Paid by the City

The City shall pay the additional contribution amount specified in the schedule below entitled "Total 2022 City's Contribution Rate" for KENDALL SAWYER and her covered family members.

Coverage	2022 Health Rates (Based on 2022 Kaiser Permanente Rates)	City's Benefit Contribution	PEMHCA Contribution (Added to the City's Benefit Contribution)	Total 2022 City's Contribution Rate
Employee Only	\$857.06	\$672.66	\$149.00	\$821.66
Employee + 1	\$1,714.12	\$1,486.86	\$149.00	\$1,635.86
Employee + 2 or more	\$2,228.36	\$1,975.39	\$149.00	\$2,124.39

C. Contribution

KENDALL SAWYER shall contribute to her CalPERS Health Premium in the amounts less the City's PEMHCA contribution and less the additional benefit paid by the City.

6. **Health Benefits – Retired**

A. Retired – CalPERS and 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 for a retired employee to be eligible to receive health benefits through CalPERS upon retirement, a retired employee must meet the following definition of "annuitant" under CalPERS law:

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

B. "Unequal Contribution" Method for Health Care Premium Payments for Retirees

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

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

The City pays this contribution directly to CalPERS. The retiree is required to contribute to the cost of the health benefit coverage. The retiree's monthly contribution shall be the cost of the monthly health benefit premium less the amount of the City's contribution.

- C. CalPERS Annuitant – PEMHCA Health Benefits
In accordance with the PEMHCA provisions if an employee is a CalPERS annuitant as defined by CalPERS and receives health benefits under the PEMHCA, the employee is eligible to receive the City's PEMHCA contribution amount specified below, regardless of the number of years of service with the City of Petaluma.
- D. Less Than 20 Years of Service – Not Receiving PEMHCA Health Benefits
A retired employee with less than twenty (20) years of service with the City of Petaluma who is not enrolled in the CalPERS health benefit program does not receive any retiree benefit from the City.
- E. Less Than 20 Years of Service – Receiving PEMHCA Health Benefits
A retired employee with less than twenty (20) years of service with the City of Petaluma who is a CalPERS annuitant as defined by CalPERS and enrolled in the CalPERS health benefit program is eligible to receive the minimum PEMHCA contribution as set by CalPERS.
- F. 20 Years or More of Service – Not Receiving PEMHCA Health Benefits
A retired employee with twenty (20) or more years of service with the City of Petaluma who is not enrolled in the CalPERS health benefits program shall receive direct payments in the amount of one-hundred-forty dollars (\$140.00) each month, effective the first month following the expiration of health benefit coverage.
- G. 20 Years or More of Service – Receiving PEMHCA Health Benefits
A retired employee with twenty (20) years or more of service with the City of Petaluma who is a CalPERS annuitant as defined by CalPERS and enrolled in the CalPERS health benefit program is eligible to receive the minimum PEMHCA contribution as set by CalPERS.

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

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 (\$140.00) at the beginning of the following month.

7. California Public Employees' Retirement System

Effective January 1, 2013 the City of Petaluma became subject to the Public Employees' Pension Reform Act of 2013 (PEPRA) and benefits offered to newly hired employees will be in accordance with PEPRA.

CITY will enroll KENDALL SAWYER into the California Public Retirement System, (PERS). City agrees to make all the appropriate contributions on KENDALL SAWYER's behalf, for the employer share required. KENDALL SAWYER shall pay the entire contribution for the PERS employee share required.

CITY understands that KENDALL SAWYER is currently enrolled in the “2% @ 62” retirement formula for miscellaneous members as established by the Public Employees Pension Reform Act of 2013 (“PEPRA”) and will continue under that formula during her employment with CITY.

Effective February 26, 2018, all employees shall pay an additional three percent (3%) towards PERS retirement. For Classic Miscellaneous employees, this three percent (3%) is added to the seven percent (7%) employee contribution, for a total contribution of ten percent (10%). Employees subject to the PEPRA formula shall also pay an additional three percent (3%) on top of their required employee contribution, as established annually by PERS.

The City shall continue to defer that portion of the employee's contribution paid to PERS through section 414(h)(2) of the Internal Revenue Code pursuant to City of Petaluma Resolution 90-363 N.C.S.

8. Cash In-Lieu of Health and Dental Benefits

If KENDALL SAWYER has health benefit insurance coverage from a source other than the City, or health benefit insurance coverage from a City employee, she may request cash in lieu of health benefits. To be eligible for the cash in-lieu benefit program she must waive her coverage under the City’s health benefits, agree to the terms and conditions of the cash in-lieu benefit program and have written verification of health benefits insurance.

For All Employees Hired On or After June 1, 2017:

For all employees hired on or after June 1, 2017, the cash in-lieu amount for health benefits shall be \$400.00 per month. Employees shall not be eligible for cash in-lieu for dental benefits.

Upon declining medical insurance, the employee will be required to meet the terms and conditions regarding the City’s medical plan. If an employee decides to stop receiving the medical cash back and wishes to re-enroll into the City’s medical plan, then s/he must meet the current terms and conditions of the City medical plan. The City cannot guarantee that once the employee leaves a particular medical plan, s/he may be able to re-enroll in his/her prior plan and under the same terms and conditions of his/her prior plan.

9. Section 125 Plan

The City of Petaluma shall make available to KENDALL SAWYER 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 a tax savings through the following programs:

Pre-Tax Health Insurance Premiums:

This program allows employees to pay his or her share of health insurance premiums with pre-tax dollars.

Flex Spending Accounts (FSAs):

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

10. Dental Insurance

The City shall provide a dental plan and pay the total premium costs for KENDALL SAWYER and her eligible dependents. The maximum benefit amount is two-thousand dollars \$2,000.00 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 \$2,000.00 lifetime maximum per person).

11. Vision Insurance

The City shall provide a vision plan for KENDALL SAWYER and her eligible dependents. The cost shall be paid for by the City. Employees are eligible for eye exams once a calendar year with a twenty-five (\$25.00) deductible. Frames are available once a calendar year with a maximum benefit of one-hundred-eighty dollars (\$180.00) and/or contact lenses are available once a calendar year with a maximum benefit of one-hundred-eighty dollars (\$180.00).

12. Employee Assistance Program

The City will provide an Employee Assistance Program to KENDALL SAWYER and her immediate family. 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.

13. Long Term Disability Insurance

The City shall provide KENDALL SAWYER with the same long-term disability benefit plan as provided to City employees.

14. Deferred Compensation

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

15. Industrial Injury Leave

Benefits shall be payable in situations where KENDALL SAWYER'S absence is due to industrial injury as provided in California State Workers' Compensation Law. During the first three (3) workdays when her absence has been occasioned by injury suffered during her employment and she receives workers' compensation benefits, she shall receive full pay. Following this period, sick leave may be a supplement to the workers' compensation benefits provided. Compensation is at her regular rate for a period not to exceed six (6) months, or until such sick leave is exhausted, or the disability is abrogated, or that she is certified "permanent and stationary" by a competent medical authority. The City shall pay her the regular salary, based on the combination of the workers' compensation benefits plus sick leave.

Sick leave for industrial injury shall not be allowed for a disability resulting from sickness, self-inflicted injury, or willful misconduct.

The City may retire KENDALL SAWYER prior to the exhaustion of accumulated sick leave, at which time all accrued but unused sick leave shall be abrogated, subject only to the limitations provided under her Agreement.

16. Bereavement Leave

KENDALL SAWYER shall be granted up to thirty-two (32) hours of bereavement leave in the event of death in her immediate family. For the purpose of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), step-parents, grandparents and grandchildren or person with whom the employee has a relationship in loco parentis. Up to an additional eight (8) hours of accrued sick leave may be granted to supplement bereavement leave.

In the event KENDALL SAWYER must travel more than three-hundred (300) miles to attend a funeral or memorial service, an additional eight (8) hours of bereavement leave shall be granted instead of the use of eight (8) hours of sick leave.

17. Victims of Domestic Violence and Sexual Assault Leave

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

18. Military Leave

The City of Petaluma shall grant military leave benefits to eligible employees in accordance with California's Military Leave Laws found in Military & Veteran's Code 389 *et seq.*, the Federal Uniformed Services Employment and Re-employment Rights Act (USERRA), found at 389 U.S.C. 4301 *et seq.*, and the City of Petaluma Resolution No. 2004-200 N.C.S. Employees in the Ready Reserves of the Armed Forces who are ordered to active military duty or training under Executive Order 13223, shall have continued benefits in effect throughout his/her active duty training for a period of three-hundred sixty-five (365)

calendar days or until the date of discharge from military service, whichever occurs first, unless this policy is changed by action of the City Council.

19. Election Officer and Voting Leave

If KENDALL SAWYER'S actual work schedule otherwise would prevent her from voting in any State, County, or General election, she may be granted up to two (2) hours of paid time to vote, in accordance with Election Code 14000. She must provide the City with at least two (2) working days' notice that he will be taking time off to vote.

20. School Visitation Leave

The City of Petaluma provides up to forty (40) hours of unpaid leave in a year to participate in the child's school activities, in accordance with Labor Code section 230.8.

21. Leave of Absence without Pay

The City Council may grant KENDALL SAWYER with a leave of absence without pay pursuant to State and Federal Law. Good cause being shown by a written request, the City Council may extend such leave of absence without pay or benefits for an additional period not to exceed six (6) months. No such leave shall be granted except upon written request of KENDALL SAWYER setting forth the reason for the request, and the approval will be in writing.

22. Jury Duty Leave

Should KENDALL SAWYER be summoned for jury duty she 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. She may retain payment for travel but shall make payable to the City any and all fees which he may receive in payment for service as a juror. For Grand Juries this compensation shall not extend beyond twenty (20) working days.

23. Family Care and Medical Leave (FMLA & CFRA)

FMLA and/or CFRA Leave

The City shall provide family and medical care leave for KENDALL SAWYER 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.

FMLA and/or CFRA – Second Opinion

KENDALL SAWYER 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.

24. 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.

25. Paid Parental Leave

On October 18, 2021, the City Council approved a Paid Parental Leave (PPL) Policy for City of Petaluma employees. The PPL Policy provides eligible City of Petaluma employees up to 320 hours of PPL. As a City of Petaluma employee, KENDALL SAWYER is an eligible employee for PPL subject to the terms of the PPL Policy. The PPL Policy may be subject to change in the future.