



MEMORANDUM OF UNDERSTANDING

between

CITY OF PETALUMA

and

PEACE OFFICERS' ASSOCIATION OF PETALUMA

UNIT 6 - POLICE

JULY 1, 2021 THROUGH JUNE 30, 2024

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**Memorandum of Understanding
Between**

**THE CITY OF PETALUMA and
THE PEACE OFFICERS' ASSOCIATION OF PETALUMA (POAP)
Unit 6 - Police
July 1, 2021 – June 30, 2024**

PREAMBLE

This agreement between the duly appointed representatives of the Peace Officers' Association of Petaluma, hereinafter referred to as the "Association", and the City of Petaluma, hereinafter referred to as the "City," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding (MOU).

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

SECTION 1 – TERM OF AGREEMENT

1.1 **Effective Date**

This Memorandum of Understanding shall be for the period commencing on July 1, 2021, with adoption by the City Council and continuing through June 30, 2024.

1.2 **Notice of Successor Memorandum**

The parties shall commence meeting and conferring for a subsequent Memorandum of Understanding no later than the end of April 2024.

SECTION 2 – RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for the Peace Officers' Association of Petaluma bargaining unit. The bargaining unit consists of all full-time or job share employees in allocated positions in the classifications listed below:

Community Service Officer
Evidence Technician
Parking Enforcement Officer
Police Investigator
Police Investigative Sergeant
Police Sergeant
Police Officer
Police Officer Trainee
Police Property Technician
Public Safety Communications Supervisor
Public Safety Dispatcher
Senior Parking Enforcement Officer¹

¹ Currently not allocated.

Abandoned Vehicle Abatement Officer

SECTION 3 – ASSOCIATION DUES DEDUCTIONS

3.1 Association Dues – Payroll Deductions

Payroll deduction for membership dues shall be granted by the City to the Association.

- (A) Payroll deductions shall be for a specified uniform amount between the employee and the Association and shall not include fines, fees, and/or assessments. Dues deductions shall be made only upon receiving certification from the Association of each employee's individual authorization.
- (B) Authorization, cancellation, or modifications of payroll deduction shall be made upon certification provided or approved by the Association. The Association has informed the City that, pursuant to the dues deduction authorization form, a member may elect to opt out of Association membership in December of each year.
- (C) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- (D) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period.
- (E) In the case of an employee who is in a non-paid status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.
- (F) The Association shall indemnify, defend, and hold the City harmless against any claim made against the City and/or any lawsuit initiated against the City on account of Association payroll deductions made by the City consistent with Section 3, and any other payments to the Association consistent with this MOU.

SECTION 4 – SALARIES

4.1 Salaries

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

- (A) Across-the-Board Cost of Living Increases
Effective the pay period beginning December 12, 2021, all Unit 6 members shall receive a two percent (2.0%) base wage increase.

Effective the first full pay period following July 1, 2022, all Unit 6 members shall receive a two percent (2.0%) base wage increase.

Effective the first full pay period following July 1, 2023, all Unit 6 members shall receive a two percent (2.0%) base wage increase.

(B) Market Based Equity Adjustments for Non-Sworn Classifications

Effective the pay period beginning December 12, 2021, the City shall increase the base pay for each non-sworn classification as listed below:

Community Services Officer	3.0%
Evidence Technician	0.6%
Dispatcher	3.0%
Dispatch Supervisor	3.6%

(C) One-time Lump Sum Payment for Non-Sworn Classifications

In recognition of the parties' tacit agreement on the COLA and Equity adjustments for the non-sworn classifications months before the conclusion of bargaining, the City will pay a lump sum to individuals who were employed by the City in the following classifications for the period beginning July 1, 2021 and ending the last day of the pay period including the date of City Council adoption of the agreement:

Abandoned Vehicle Abatement Officer
Community Service Officer
Evidence Technician
Parking Enforcement Officer
Police Property Technician
Public Safety Communications Supervisor
Public Safety Dispatcher
Senior Parking Enforcement Officer

The one-time lump sum payment shall be in the amount of \$800 and will be paid the first full pay period following City Council adoption of the agreement.

The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

(D) Market Based Equity Adjustments for Sworn Classifications

Effective the pay period beginning December 12, 2021, the City shall increase the base pay for all Unit 6 sworn classifications by five-point five percent (5.5%).

4.2 Compensation Survey

The City will update the sworn classification compensation survey below by November 1, 2023.

Joint revision at 1/2/19 bargaining session + PERS and % to Match included										
Agency	SALARY	RETIREMENT	SUBTOTAL	LONGEVITY PAY	ADV PAY	UNIFORM	HOLIDAY	SUBTOTAL	HEALTH BENEFIT	TOTAL W/ HEALTH BENEFIT
Santa Rosa	\$ 9,134	\$ (457)	\$ 8,677	-	\$ 708	\$ 92	\$ 681	\$ 10,158	\$ 2,028	\$ 12,186
Concord	\$ 8,661	-	\$ 8,661	-	\$ 866	\$ 117	\$ 512	\$ 10,156	\$ 1,812	\$ 11,967
Napa, City of	\$ 9,309	\$ (512)	\$ 8,797	-	\$ 200	\$ 100	\$ 501	\$ 9,598	\$ 1,795	\$ 11,393
Contra Costa County	\$ 8,553	-	\$ 8,553	\$ 599	\$ 428	\$ 73	\$ 428	\$ 10,080	\$ 2,373	\$ 12,453
Hercules	\$ 8,423	\$ (253)	\$ 8,170	\$ 674	\$ 295	\$ 75	\$ 421	\$ 9,635	\$ 2,028	\$ 11,662
San Rafael	\$ 8,547	\$ (85)	\$ 8,461	-	\$ 427	\$ 122	\$ 427	\$ 9,437	\$ 1,972	\$ 11,410
Novato	\$ 7,860	-	\$ 7,860	\$ 786	\$ 393	\$ 80	\$ 423	\$ 9,542	\$ 1,875	\$ 11,417
Martinez	\$ 7,967	\$ (80)	\$ 7,887	\$ 757	\$ 478	\$ 75	\$ 460	\$ 9,657	\$ 1,554	\$ 11,211
Pleasant Hill	\$ 8,866	-	\$ 8,866	\$ 443	\$ 665	\$ 96	\$ 443	\$ 10,513	\$ 1,649	\$ 12,161
Sonoma County	\$ 8,385	\$ (486)	\$ 7,899	-	\$ 671	\$ 42	\$ 387	\$ 8,998	\$ 1,638	\$ 10,636
Avg	\$ 8,570	\$ (312)	\$ 8,383	\$ 652	\$ 513	\$ 87	\$ 468	\$ 9,777	\$ 1,872	\$ 11,650
Petaluma	\$ 7,166	-	\$ 7,166	\$ 358	\$ 502	\$ 107	\$ 365	\$ 8,498	\$ 1,933	\$ 10,431
Petaluma +/- :	\$ 1,405		\$ 1,217	\$ 293	\$ 11	\$ (20)	\$ 103	\$ 1,279	\$ (61)	\$ 1,219
% To Match	19.60%									11.68%

*The City of Novato pays \$20 per month to defray the cost of dry cleaning uniforms.
 **Sonoma County covers cost of uniforms in lieu of uniform pay.

(A) Except as follows, the City will not be required to perform any salary or total compensation surveys during the time period covered by this agreement.

The City will conduct a survey based on the survey parameters included in the MOU to include any total compensation changes effective as of the first pay period in July 2023 and known as of October 1, 2023. The survey will be completed by November 1, 2023.

1. Effective the first full pay period following January 1, 2024, the City will increase the base pay for sworn classifications by the amount necessary to bring the total compensation for Petaluma Police Officer up to the market median; however, the base wage increase will not exceed three percent (3.0%).
2. If the base wage increase identified above is not sufficient to bring the total compensation for Police Officer to the market median, the parties will meet to determine which elements of total compensation may be increased to bring Police Officers to the Market Median.
3. The parties intend that (absent agreement to the contrary) the value of Longevity Pay for Petaluma Police Officers will not be increased above the average value of longevity pay reflected in the survey.
4. Negotiations over the implementation of the total compensation survey for sworn classifications will also include ways to mitigate the financial impact of the survey, including a potential extension of the MOU.

If the total compensation survey shows that the Police Officer classification is above market median there will be no reduction in pay.

4.3 Salary Advanced Upon Promotion

Police Officers at Step Five (5) who are promoted to the position of Sergeant shall receive at least Step Three (3) of the Sergeant salary range.

SECTION 5 – SPECIAL COMPENSATION

- 5.1 Special Compensation – Assignment to a Higher Classification
Employees assigned to a higher classification for the entire shift shall be paid five percent (5%) above his or her base hourly rate of pay.
- 5.2 Special Compensation – FTO Assigned to Sergeant Duties
A Field Training Officer (FTO) assigned Sergeant duties for the entire shift shall be paid two and one-half percent (2.5%) above his or her base hourly rate of pay.
- 5.3 Special Compensation – FTO Assigned to Sergeant Duties for 30 days
A FTO assigned Sergeant duties for thirty (30) or more consecutive calendar days, shall be paid retroactive to the first hour worked in the amount of five percent (5%) above his or her base hourly rate of pay.
- 5.4 Special Compensation – Overtime When Assigned to a Higher Classification
Employees assigned to a higher classification and who work overtime shall be paid at an overtime rate that includes the higher classification compensation.
- 5.5 Special Compensation – Field Training Officer
Employees designated as a FTO shall receive five percent (5%) special compensation above his or her base hourly rate. The City shall not have more than eight (8) officers designated as a FTO.
- 5.6 Special Compensation – Traffic Officer
A Traffic Officer assigned to train a Police Officer in the POST training block for traffic enforcement programs and procedures shall receive five percent (5%) special compensation above his or her base hourly rate for all hours spent performing this specific training assignment.
- 5.7 Special Compensation – Public Safety Dispatcher Training
Employees assigned to train a newly hired Public Safety Dispatcher shall receive five percent (5%) special compensation above his or her base hourly rate for all hours spent performing assigned training and those duties directly related to this training (i.e. evaluation and report writing).
- 5.8 Special Compensation – Community Service Officer and Parking Enforcement Officer
Employees assigned to train a newly hired Community Service Officers and Parking Enforcement Officers shall receive five percent (5%) special compensation above his or her base hourly rate of pay for hours spent performing assigned training duties and those duties directly related to training (i.e. evaluation and report writing).
- 5.9 Special Compensation – POST Certificate
- a. Police Officers and Sergeants at Step Two (2) or above, with an Intermediate Peace Officer Standards and Training (POST) Certificate shall receive special compensation as follows:
- | | |
|------------------------------|-----------------------------------|
| I. Intermediate POST | Five percent (5%) of base salary |
| II. Advanced POST | Seven percent (7%) of base salary |
| III. Supervisory Certificate | Seven percent (7%) of base salary |

b. Public Safety Dispatchers at Step 2 or above with an Intermediate Peace Officer Standards and Training (POST Certificate shall receive compensation as follows:

- I. Intermediate POST One and one-half percent (1.5%) of base salary
- II. Advanced POST Three percent (3%) of base salary

5.10 Special Compensation – Payment for POST Certificate Pay
POST Certificate Pay shall be paid by pay period.

5.11 Special Compensation – Longevity Pay

(A) Non-sworn

Non-sworn employees with fifteen (15) years of paid service with the City of Petaluma as a member of a City bargaining unit shall receive longevity pay in the amount of five percent (5.0%) above his or her hourly rate of pay.

(B) Sworn

Effective the first full pay period following January 1, 2022, for sworn classifications, the following longevity premiums shall apply:

1. Employees with ten (10) years of paid service with the City of Petaluma as a member of a City bargaining unit shall receive longevity pay in the amount of two-point five percent (2.5%) above his or her hourly rate of pay.
2. Employees with fifteen (15) years of paid service with the City of Petaluma as a member of a City bargaining unit shall receive longevity pay in the amount of five percent (5.0%) above his or her hourly rate of pay.
3. Employees with twenty (20) years of paid service with the City of Petaluma as a member of a City bargaining unit shall receive longevity pay in the amount of seven-point five percent (7.5%) above his or her hourly rate of pay.

5.12 Special Compensation – Longevity Step – Effective Date

Special compensation for longevity shall commence on the first day of the payroll date following employee eligibility.

5.13 Special Compensation – Longevity Step – LWOP

Service time for longevity purposes shall exclude any time in a leave without pay status beyond sixty (60) days.

5.14 Special Compensation – Longevity Step – Prior Service

Employees in the classifications of Police Officer, Police Sergeant, Police Investigative Sergeant, Police Investigator and Public Safety Dispatcher shall receive up to five (5) years service credit towards the required fifteen (15) years of service for prior service with another employer. Credit for prior service shall be for service:

- 1) In the same classification or higher classification in the same series; and
- 2) Full-time paid service; and

3) Service in a public safety entity subject to the provisions of the Peace Officers and Standard Training (POST).

5.15 Special Compensation - 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 (\$200.00) per month for certification at a high-level proficiency or verbally fluent or one hundred dollars (\$100.00) per month for certification at an acceptable level proficiency or conversational. Additional languages may be certified for compensation pursuant to this section by the City Manager, at the recommendation of the Chief of Police.

5.16 Special Compensation - Specialty Pay and Collateral Assignments

Effective the first full pay period following July 1, 2022, the Department will establish the following specialty positions which would be entitled to Specialty Pay of five percent (5.0%) above their base rate of pay:

1. Detectives
2. Traffic Officers
3. K-9 Officers

Effective the first full pay period following July 1, 2022, the Department will establish the following collateral assignments which would be entitled to Collateral Assignment Pay of two-point five percent (2.5%) above their base rate of pay:

4. SWAT

To receive pay for specialty or collateral assignments, employees must be assigned in writing to the assignment by the Chief of Police or designee.

Employees in specialty positions and collateral assignments will be subject to a routine, non-disciplinary rotation (i.e., employees will be rotated out of specialty positions) based on the operational needs of the Department. However, because of its nature, the SWAT collateral assignment is not subject to rotational reassignments due to operational need.

The maximum specialty pay any individual can receive is five percent (5.0%). An individual in a specialty assignment can also be compensated for one collateral assignment. The total compensation for both specialty and collateral assignments will not exceed seven-point five percent (7.5%).

SECTION 6 – CANINE HANDLER PROGRAM

6.1 Canine Handler – Compensation

City and Association agree that the estimated amount of off duty compensable time attributed to all ordinary aspects of canine care, including, but not limited to; handling, caring for, feeding, grooming, kennel cleaning, cleaning of City vehicle, and ordinary transport to veterinarian is seven (7) hours per fourteen (14) day pay period. Compensation for this time shall be time and one-half of the employee’s base hourly rate.

6.2 Canine – Extraordinary Work

All extraordinary work involving the canine handler shall be compensated at time and one-half. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond what is compensated Section 6.1. Overtime for such work must be approved in advance.

6.3 Canine – Canine Food and Care

The City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine which has not been permanently retired.

6.4 Canine – Retirement

The Police Chief shall have the sole authority to deem a canine permanently retired and may factor in past, present and future veterinary costs in making the decision on whether to permanently retire the canine.

6.5 Canine – Canine Purchase

In the event the City owned canine is permanently retired, the most recent Canine Handler shall have the option to purchase the canine from the City for one dollar (\$1). The purchase of the Canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

SECTION 7 – HOURS AND OVERTIME

7.1 Work Week and Work Day

The work week shall consist of forty (40) hours in one (1) week, based upon a fifty-two (52) week year. Except as provided hereinafter, an on-duty work day may consist of eight (8) hours per day in each of five (5) twenty-four (24) hour days, or ten (10) hours per day in each of four (4) twenty-four (24) hour days.

7.2 Work Period and FLSA

The City designates the relevant “work period” under the Fair Labor Standards Act as a twenty-eight (28) day cycle for the classifications of Police Officer, Police Sergeant, Police Sergeant Investigator, and Police Officer Investigator.

7.3 Work Period for Other Classifications

For all other classifications in the Bargaining Unit, the work week shall consist of a seven-day work week.

7.4 Work Schedule

Except as otherwise provided for in this MOU or local rules or ordinances, and subject to applicable law, the City reserves the right to establish and modify work schedules, mandatory shift rotation and assignments.

7.5 Work Schedule – Non-Sworn

Non-Sworn classes shall be on the (4) four / (10) ten work schedule.

7.6 Work Schedule – Temporary Reassignment

Should it be necessary to cover for vacation or other leave for Parking Enforcement Officers, the City shall have the right to reassign those employees to an alternate work schedule in order to provide coverage as needed or reassign Community Service Officers to those duties if a Parking Enforcement Officer is out for more than two (2) weeks.

7.7 Shift Sign-up

Sign-up for shifts and days off shall be determined by seniority. Seniority is determined by the amount of time served in the classification during continuous service at the City of Petaluma. Time served in the classification shall include time served in a higher classification in the same series. If an individual with prior service in a represented classification (or higher classification in the same series) is hired by the City, that employee's seniority will be calculated based on the employee's re-hire date and will not include any prior City service.

7.8 Shift Assignments – Patrol

Police Officers and Sergeants assigned to patrol functions may be assigned to either a 4-10 or a 4-11/3-11 work week as may be mutually agreed upon by the parties.

7.9 Overtime

Notwithstanding the FLSA work period set forth in Section 7.2, employees shall be paid "MOU overtime" at one and a half times their regular rate of pay for any hours worked in excess of their normal bi-weekly work schedule (e.g., eighty (80) hours in a pay period for a 40-hour per week employee). For purposes of this section, "hours worked" includes all hours in paid status.

Overtime shall be computed to the nearest quarter hour.

7.10 Overtime – Training

Employees who are off-duty and attending mandatory training shall be compensated overtime in accordance with the Fair Labor Standards Act. Employees are required to check with their scheduling Lieutenant or supervisor to minimize overtime when shifts are flexed for training.

7.11 Overtime Compensation – Compensatory Time

Employees shall be compensated for accrued overtime either in cash or as compensatory time. 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.

7.12 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.

7.13 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 on the first payday in December and first payday in June. This payout shall be made in the employee's regular paycheck. To receive either payout, the employee must make an irrevocable election in the month of December in the year prior to the requested payout.

7.14 Travel Time

The Police Chief or his/her designee shall order schedule changes to control overtime as the result of travel. The employee has the duty to speak with the scheduling Lieutenant as far in advance of the training as possible so that the Lieutenant is able to adjust schedules to accommodate the training and minimize overtime.

SECTION 8 – COURT TIME, CALLBACK, AND STANDBY

8.1 Court Time Pay

Employees who are required to appear in court in response to a subpoena in their off-duty time shall receive a minimum of four (4) hours of overtime.

8.2 Check-In Requirement Before Appearance

Employees are required to check with the designated department representative the evening before the required court appearance to determine whether the court appearance has been cancelled.

8.3 Cancellation of Court Appearance

If the court appearance is cancelled less than twelve (12) hours before the scheduled appearance, and prior to the employee leaving his or her residence, the employee shall be compensated a minimum of two (2) hours of overtime.

8.4 No Check-In

If the employee does not check in as required with the designated department representative the evening before the scheduled court appearance, the employee shall not receive the court time minimum if the court appearance was cancelled the night before.

8.5 Call Back Pay

Employees, who are called back to work after having completed the normal shift and or after having left the worksite, shall be compensated a minimum of two (2) hours at the overtime rate.

8.6 Court Time Minimum and Callback

Employees who have received the court time minimum of four (4) hours and who are then called back to work shall not receive call back pay. Employees shall be compensated for all hours worked after four (4) hours.

8.7 Court Time When Receiving Labor Code 4850 Benefits

Employees who are required to appear in court in response to a subpoena while receiving Labor Code Section 4850 benefits shall not receive the minimum court time pay. Employees shall be compensated at his or her regular hourly rate and paid at the overtime rate for hours that exceed his or her regularly scheduled work day.

8.8 Standby Duties

Standby duties require that an employee designated by the Police Chief or his or her designee to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties.

8.9 Standby Pay

(A) With the exception of the individual assigned to standby duty for the Investigations Unit, an employee who is assigned to standby shall be paid \$3.25 for each hour that the employee stands by on call.

(B) Detective Standby

The individual assigned to standby for the Investigations Unit shall be paid \$8.75 for each hour that they are assigned to standby duty for the Unit.

SECTION 9 – SHIFT DIFFERENTIAL PREMIUM

9.1 Shift Differential Compensation – Swing Shift

Employees regularly assigned to the swing shift teams shall receive an additional three percent (3%) above his or her base hourly rate. Any employee regularly assigned to the swing shift team with a shift start time of 6:00p.m. (1800 hours) or later shall receive the graveyard shift differential premium as outlined below.

9.2 Shift Differential Compensation – Graveyard Shift

Employees regularly assigned to the graveyard shift teams shall receive an additional five percent (5%) above his or her base hourly rate.

SECTION 10 – UNIFORM ALLOWANCE

10.1 Uniforms Required

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

10.2 Uniform Allowance – Newly Hired Employees

The City shall provide newly hired employees, except full-time and part-time job share Public Safety Dispatchers, with the uniform required in the specifications outlined in the uniform policy.

- 10.3 Uniform Allowance - Newly Hired Public Safety Dispatchers
The City shall provide newly hired full-time and part-time job share Public Safety Dispatchers with a lump sum payment upon hire in the amount of four hundred dollars (\$400) to purchase uniforms.
- 10.4 Uniform Allowance – Police Officers and Police Sergeants
Police Sergeants and Police Officers shall be provided with a uniform allowance in the amount of one and one-half percent (1.5%) of Step five (5) of the Police Officer annual salary.
- 10.5 Uniform Allowance – Community Service Officers, Police Officer Trainees, Evidence Technicians, and Parking Enforcement Officers
Community Service Officers, Evidence Technicians, and Parking Enforcement Officers shall be provided with a uniform allowance in the amount of one and one-half percent (1.5%) of Step five (5) of the Community Service Officer annual salary.
- 10.6 Uniform Allowance – Public Safety Dispatchers
Full-time and part-time job share Public Safety Dispatchers shall be provided with a uniform allowance in the annual amount of two hundred and sixty dollars (\$260) or ten dollars (\$10) a pay period.
- 10.7 Uniform Allowance Pay
Employees shall receive uniform allowance pay in amount specified above which is based upon classification. Uniform allowance pay shall be paid each pay period.

SECTION 11 – HOLIDAYS

- 11.1 Scheduled Holidays – Defined
Scheduled holidays shall be the observed twelve (12) holidays established by City Council Resolution.
- 11.2 Floating Holiday – 8 hours
On a fiscal-year basis, employees regularly assigned to an eight-hour work day shall receive one eight-hour floating holiday.
- 11.3 Floating Holiday – 10 hours
On a fiscal-year basis, employees regularly assigned to a ten-hour work day shall receive one ten-hour floating holiday.
- 11.4 Floating Holiday – Time Off
The floating holiday may be taken as time off on a day mutually agreeable to the employee and the Police Chief.
- 11.5 Floating Holiday – Payment
Employees not taking the floating holiday by June 30 shall receive payment for the floating holiday.

11.6 Day Observed

If the scheduled holiday falls on a Saturday, the proceeding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in the City Council resolution.

11.7 Holiday Pay

Employees in Sworn classifications will be compensated at eight (8) hours for each holiday identified by City Council Resolution per Section 11.1. Sworn employees regularly required to work holidays shall be compensated with holiday pay in lieu of the holiday in the amount of eight (8) hours for each observed holiday as the holiday occurs.

For Non-sworn classifications, holidays identified by City Council Resolution per Section 11.1 will be based on the employee's regular work shift. For example, if an employee works a 4/10 schedule, s/he shall receive 10 hours of holiday pay for the holiday. If an employee works a 9/80 schedule, s/he shall receive 9 hours of holiday pay for the holiday, or eight (8) hours holiday 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 (five days per week, 8 hours per day) schedule, s/he shall receive eight (8) hours of holiday pay for the holiday. The same shall be true for any employee whose regular work week is fewer than 40 hours per week, except that no such employee shall receive more than eight (8) hours of holiday pay for the holiday.

Holiday pay shall be calculated based on the employee's regular hourly rate in effect at the time of payment.

11.8 Holiday Pay – Leave without Pay Status

Employees in a leave without pay status during the calendar year shall not receive holiday pay for holidays which occur during a leave without pay status.

SECTION 12 – VACATION

12.1 Vacation Accrual

Employees shall accrue vacation as follows:

Years of Service	Vacation Accrual (Hours)	Accrual Limit
Through year 1	80 hours	160 hours
Through year 4	96 hours	192 hours
Through year 9	120 hours	240 hours
Through year 10	128 hours	256 hours
Through year 11	136 hours	272 hours
Through year 12	144 hours	288 hours
Through year 13	152 hours	304 hours
Through year 14	160 hours	320 hours
Through year 15	168 hours	336 hours
Through year 16	176 hours	352 hours
Through year 17	184 hours	368 hours
Through year 18	192 hours	384 hours
19 or greater	200 hours	400 hours

12.2 Vacation Accrual Limit

Vacation accumulation in excess of two years shall not be allowed.

12.3 Vacation Accruals for Rehires

The vacation accrual rate for an individual rehired into the bargaining unit pursuant to Section 12 Reinstatement of the City of Petaluma Personnel Rules and Regulations shall include all years of service in a regular City of Petaluma position, including those that preceded said employee's separation from City of Petaluma.

12.4 Vacation – Labor Code 4850 Leave

Effective the first full pay period following adoption of the MOU, vacation accrued by an employee while on leave pursuant to Labor Code 4850 ("4850 Leave") for a period of two or more consecutive full pay periods (minimum threshold) will be maintained in a bank separate from the employee's regular vacation accrual bank. In the event that the employee reaches their vacation accrual cap during the minimum threshold defined above, the vacation earned over the accrual cap will be placed in the separate bank. Upon an employee's return to duty from a 4850 Leave, the City will pay out the separate bank of vacation leave accrued during the employee's 4850 Leave paid at the base rate at the time of pay out. This payout is not at the option of the employee. The vacation accrual hourly limit, as identified in Section 12.1, Vacation Accrual, remains in effect and is not affected by this section. In the event the employee exhausts their 4850 time and moves to Temporary Disability, prior to returning to work, the employee may use vacation in this separate bank to supplement their regular pay up to 100% of their regular pay after they have reduced their regular vacation accrual balance to 40 hours.

SECTION 13 – LEAVES – SICK LEAVE

13.1 Sick Leave Accrual

Employees shall accrue sick leave at the rate of eight (8) hours each month. The accrual rate shall be adjusted and prorated for any unpaid time in a pay period.

13.2 Sick Leave Usage

Sick leave with pay shall be granted to all employees. Sick leave is not a right; rather it is to be used for the employee's own incapacity due to illness or injury, medical or dental treatment and/or appointments, family leave as outline in this MOU.

13.3 Sick Leave Notification

Employees are required to notify his or her supervisor or designee a minimum of two (2) hours prior to the time his or her shift commences of absences requiring sick leave. Employees may delay notification only for unusual or unforeseen circumstances.

13.4 Physician Verification

Employees absent for three (3) or more work days, are required to provide physician's verification of absence.

13.5 Sick Leave Usage – Family Purposes

Employees shall be allowed to use sick leave for family purposes in the case of serious illness or injury of the employee's family member which requires the employee's attention. Family member shall be defined as spouse, domestic partner, children (including step-children, adopted children, and foster children), parents (including step-parents, foster parents, guardians) and spouse's parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent, or as determined by law.

13.6 Sick Leave and Workers' Compensation

(A) Miscellaneous Employees

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

(B) Safety Employees

Any safety employee, who is disabled from performing the normal range of duties attached to his or her position, as determined under applicable law, shall be retired for disability. Pursuant to Government Code section 21164, the employee's effective retirement date shall be no earlier than the date upon which leave pursuant to Labor Code section 4850 terminates or the date upon which the employee has been declared to be permanent and stationary as found by the

Workers' Compensation appeals Board, whichever is earlier. Should the employee consent, however, the employee may be retired at an earlier date than either of those dates.

Notwithstanding the provisions of Government Code Section 21163, an employee who is otherwise incapacitated for duty and eligible for disability retirement may not be allowed to postpone the effective date of his or her retirement by using any sick leave to which the employee might otherwise be entitled.

13.7 Sick Leave Payout Upon Retirement

In the event of retirement, an employee who as completed ten (10) years or more with the City of Petaluma shall receive fifty percent (50%) of his or her accumulated but unused sick leave, not to exceed seven hundred (700) hours.

13.8 Sick Leave When Approved for Vacation

Employees who become seriously ill or injured during an approved vacation may request sick leave. An employee shall provide medical verification of his or her serious illness or injury from a physician or medical practitioner.

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 Off

Employees shall be granted up to forty (40) hours of bereavement leave in the event of death in the employee's family.

15.2 Bereavement Leave – Definition of Family

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

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

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

SECTION 17 – LEAVES – MILITARY LEAVE

The City of Petaluma shall grant military leave benefits to eligible employees in accordance with California's Military Leave Laws found in Military & Veteran's Code 389 *et seq.*, the Federal Uniformed Services Employment and Re-employment Rights Act (USERRA), found at 389 U.S.C. 4301 *et seq.*, and the City of Petaluma Resolution No. 2004-200 N.C.S.

Employees in the Ready Reserves of the Armed Forces who are ordered to active military duty or training under Executive Order 13223, shall have continued benefits in effect throughout their active duty or 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 shall be entitled to take up to forty (40) hours in a year to participate in the child's school activities, in accordance with Labor Code section 230.8.

SECTION 20 – LEAVES – LEAVE OF ABSENCE WITHOUT PAY

20.1 Leave of Absence Without Pay – Employee Request/City Manager Approval

The City Manager may grant a regular or probationary employee leave of absence without pay for a period not to exceed three (3) months. Good cause being shown by written request, the City Manager may extend the leave of absence without pay for an additional period not to exceed six (6) months. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval shall 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.

20.2 Leave of Absence Without Pay – Seniority, Salary Range Advancement and Probationary Period

Commencing July 1, 2012, an employee will not accrue seniority or accrue service time for salary range advancement during a leave of absence without pay. The City Manager may extend the probationary period by the length of the leave of absence without pay.

SECTION 21 – LEAVES – JURY DUTY LEAVE

Any employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. Any employee may retain payment for travel but shall make payable to the City any and all fees which the employee may receive in payment for service as a juror.

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

22.1 FMLA and or CFRA Leave

The City shall provide family and medical care leave for eligible employees as required by City policy, state and federal law and as specifically provided in the Federal Family

and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA). If possible, employees must provide thirty (30) days advance notice of leave.

22.2 FMLA and or CFRA – Second Opinion

The employee shall provide the City with a health care provider certification. The City, at City expense, may require a second opinion on the validity of the certification. Should a conflict arise between health providers, a third and binding opinion, at City expense shall be sought.

SECTION 23 – LEAVES – PREGNANCY DISABILITY LEAVE

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

SECTION 25 – REASONABLE ACCOMMODATION

The City may reasonably accommodate any known protected disability of an employee pursuant to the Americans with Disability Act or the California Fair Employment and Housing Act, if the accommodation is not in conflict with the provisions of this MOU or the Meyers-Milias-Brown Act.

SECTION 26 – CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

Tier 1

Safety – Police employees hired prior to November 15, 2012, the effective date of the contract amendment with California Public Employees’ Retirement System (CalPERS), shall receive the 3% at 50 formula retirement plan.

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

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574 (June 30, 1996).
- Military Service Credit as provided in Section 21024 (January 4, 1996).
- One-Year Final Compensation as provided in Section 20042 (November 1, 1980).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (April 1, 1971).
- Retired Death Benefit of \$500 as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

Miscellaneous employees hired prior to December 28, 2012, the effective date of the CalPERS contract amendment, shall receive the 2% at 55 formula retirement plan and the following optional benefits:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 21024 (January 1, 1992).
- One-Year Final Compensation as provided Section 20042 (November 1, 1980).
- Credit for Unused Sick Leave as provided in Section 20965 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided by Section 21329 (April 1, 1971).
- Retired Death Benefit of \$500 as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

Tier 2

Safety – Police employees who are considered by CalPERS to be “classic” members hired after November 15, 2012, the effective date of the amended contract with CalPERS, shall receive the 3% at 55 formula retirement plan and the three-year final average compensation.

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

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21574.
- Military Service Credit as provided in Section 21024.
- One-Year Final Compensation as provided in Section 20042.
- Credit for Unused Sick Leave as provided in Section 20965.
- Cost of Living Allowance two percent (2%) as provided by Section 21329.
- Retired Death Benefit of \$500 as provided in Section 21620.
- Death Benefit Continues as provided in Section 21551.
- Prior Service Credit as provided in Section 20055.

Miscellaneous employees who are considered by CalPERS to be “classic” members hired after December 28, 2012, the effective date of the amended contract with CalPERS, shall receive the 2% at 60 formula retirement plan and the three-year final average compensation.

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

- Third Level - 1959 Survivor's Benefit as provided in Section 21573.
- 1957 Survivor Allowance as provided in Section 21546.
- Military Service Credit as provided in Section 21024.
- One-Year Final Compensation as provided Section 20042.
- Credit for Unused Sick Leave as provided in Section 20965.
- Cost of Living Allowance two percent (2%) as provided by Section 21329.
- Retired Death Benefit of \$500 as provided in Section 21620.
- Death Benefit Continues as provided in Section 21551.
- Prior Service Credit as provided in Section 20055.

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.
- Military Service Credit as provided in Section 21024.
- One-Year Final Compensation as provided in Section 20042.
- Credit for Unused Sick Leave as provided in Section 20965.
- Cost of Living Allowance two percent (2%) as provided by Section 21329.
- Retired Death Benefit of \$500 as provided in Section 21620.
- Death Benefit Continues as provided in Section 21551.
- Prior Service Credit as provided in Section 20055.

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

- Third Level - 1959 Survivor's Benefit as provided in Section 21573.
- 1957 Survivor Allowance as provided in Section 21546.
- Military Service Credit as provided in Section 21024.
- One-Year Final Compensation as provided Section 20042.
- Credit for Unused Sick Leave as provided in Section 20965.
- Cost of Living Allowance two percent (2%) as provided by Section 21329.
- Retired Death Benefit of \$500 as provided in Section 21620.
- Death Benefit Continues as provided in Section 21551.
- Prior Service Credit as provided in Section 20055.

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

SECTION 27 – HEALTH BENEFITS – ACTIVE EMPLOYEES

27.1 Active Employees – PEMHCA Contribution

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

27.2 Active Employees – Additional Benefit

Effective January 1, 2021, the City shall pay an additional benefit that depends upon the actual percentage increase in the Kaiser – Bay Area premium. The City's additional benefit contribution for 2021 shall be up to a 9% increase of the 2020 Health Plan Rate less the City's PEMHCA contribution, multiplied by 95%, or an amount equal to the actual 2021 CalPERS Health Premium for Kaiser-Bay Area, less the City's PEMHCA contribution, multiplied by ninety-five percent (95%) for current employees and their covered family members, whichever is less. If the percentage increase is greater than 9%, the City and the employee shall share the amount above 9%, with the City paying 50% of the amount above 9% and the employee paying 50% of the amount above 9%.

For example, effective January 1, 2021, the monthly premium at the Kaiser rate for single health benefit coverage is \$813.64 and the PEMHCA rate is \$143.00. The additional benefit is calculated at \$813.64 less \$143.00 multiplied by 95% = \$637.11. The employee contribution is \$33.53 ($\$813.64 - \$143.00 - \$637.11 = \33.53).

The 2022 monthly premium at the Kaiser rate for single health benefit coverage is \$857.06 and the PEMHCA rate is \$149.00. The additional benefit is calculated at \$857.06 less \$149.00 multiplied by 95% = \$672.66. The employee contribution is \$35.40.

The 2023 CalPERS premium for Kaiser – Region 1 and required 2023 PEMHCA contribution are unknown. Effective January 1, 2023, the City shall pay the additional benefit that depends upon the actual percentage increase in the Kaiser – Region 1 premium. The City's benefit contribution for 2023 shall be equal to the actual 2023 CalPERS Health premium for Kaiser – Region 1, less the City's PEMHCA contribution, multiplied by ninety-five percent (95%) for current employees and their covered family members. If the percentage increase is greater than 9%, the City and the employee shall share the amount above 9%, with the City paying 50% of the amount above 9% and the employee paying 50% of the amount above 9%.

The 2024 CalPERS premium for Kaiser – Region 1 and required 2024 PEMHCA contribution are unknown. Effective January 1, 2024, the City shall pay the additional benefit that depends upon the actual percentage increase in the Kaiser – Region 1 premium. The City's benefit contribution for 2024 shall be equal to the actual 2024 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 CalPERS Health Benefits Program under PEMHCA. In order for a retired employee to be eligible to receive health benefits through CalPERS after retirement, a City of Petaluma retiree must meet the following definition of "annuitant" under CalPERS law:

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

28.2 PEMHCA Minimum

The monthly employer contribution for annuitants is the required minimum PEMHCA contribution.

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

28.3 CalPERS Annuitant – PEMHCA Health Benefits

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

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

An employee with less than twenty (20) years of service with the City of Petaluma who does not meet the definition of a CalPERS annuitant or who is not enrolled in the CalPERS health benefit program does not receive any retiree benefit from the City.

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

An employee with less than twenty (20) years of service with the City of Petaluma who is a CalPERS annuitant as defined in Section 28.1 and enrolled in the CalPERS health benefit program is eligible to receive the minimum PEMHCA contribution as set by CalPERS.

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

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

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

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

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

The City's PEMHCA contribution amount is deducted from the retiree's monthly health premium and paid to CalPERS directly by the City. Should the minimum PEMHCA amount remain below \$156.83, the difference between \$156.83 and the minimum PEMHCA will be sent directly to the retiree.

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

Calendar Year	City Monthly PEMHCA Contribution	City Cash Retiree Benefit	Total Benefit Amount
2021	\$143.00	\$13.83	\$156.83
2022	\$149.00	\$7.83	\$156.83
2023	Minimum PEMHCA contribution as set by CalPERS.	Total benefit amount of \$156.83 minus the City monthly PEMHCA contribution	\$156.83
2024	Minimum PEMHCA contribution as set by CalPERS.	Total benefit amount of \$156.83 minus the City monthly PEMHCA contribution	\$156.83

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

SECTION 29 – 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 shall 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 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 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 fifty-six dollars and eighty-three cents (\$156.83) each month for eighteen (18) months.

29.3 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 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 fifty-six dollars and eighty-three cents (\$156.83) as specified in Section 28.6.

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 - Bay Area/Sacramento 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 and pay the total premium costs for the employee and eligible dependents for the term of the Memorandum of Understanding. The annual maximum benefit amount is two thousand dollars (\$2,000) per person. 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).

SECTION 33 – VISION PROGRAM

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

SECTION 34 – LIFE INSURANCE

The City shall provide employees with life insurance coverage in the principal amount of fifty thousand dollars (\$50,000).

SECTION 35 – LONG TERM DISABILITY INSURANCE

35.1 Association Coverage through PORAC

The Association, through the Peace Officers Research Association of California (PORAC) shall provide eligible employees with long-term disability (LTD) insurance coverage, subject to plan provisions.

35.2 Mandatory Enrollment

Employees are required, subject to plan provision to enroll in the PORAC LTD plan.

35.3 LTD – Premium Reimbursement

The City shall reimburse the Association in the actual amount of the premium cost of the LTD coverage up to \$32.50 per month.

During the term of the agreement, the City will allow non-sworn employees to move to the City's LTD Plan and will cease paying the LTD premium reimbursement for those employees. (Note: this will occur after written notice from POAP and subject to the timing required by the City's LTD provider).

SECTION 36 – EMPLOYEE ASSISTANCE PROGRAM

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

SECTION 37 – DEFERRED COMPENSATION

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

SECTION 38 – MEET AND CONFER ON PSYCHOLOGICAL FITNESS FOR DUTY

The parties agree to meet and confer in good faith during the contract term with respect to several concerns of the Association regarding the City's Psychological Fitness for Duty policy. No obligation is imposed on either party by this provision, however, beyond the obligation to meet and confer in good faith in a sincere attempt to reach an understanding acceptable to both parties; in the event of a failure to reach agreement, the existing policy shall continue in effect during the contract term.

SECTION 39 – CATASTROPHIC MEDICAL EMERGENCY LEAVE SHARING PLAN

A Catastrophic Medical Emergency Leave Sharing Plan shall be provided in accordance with the City's Catastrophic Leave Policy and shall apply to all members of the Unit. The City's Catastrophic Leave Policy replaces Section 39 – Sick Leave Transfer.

SECTION 40 – POLICE OFFICER TRAINEE

The position of Police Officer Trainee is a Miscellaneous member under CalPERS and is a non-sworn classification.

SECTION 41 – SHARED POSITION

41.1 Shared Position

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

41.2 Sixty Days' Notice

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

41.3 First Choice of Full-time Employment

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

41.4 Employee Termination of Position

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

41.5 Shared Position - Part-time Employee

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

41.6 Shared Position - Work Week and Work Day

The work week shall consist of twenty (20) hours in a seven-day work week, based upon a fifty-two (52) week year. A workday may consist of five (5) hours or ten (10) hours per day in each twenty-four (24) hour day.

41.7 Seniority

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

41.8 Shift Bidding Between the Shared Position Employees

The shared position employee with the most seniority shall bid on the shift. The other shared position employee shall be assigned to the shift selected or bid by the shared position employee with the most seniority.

41.9 Overtime

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

41.10 Pro-rated Leave and Benefits

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

41.11 Merit Pay, Step Increases, and Probationary Period

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

SECTION 42 – DISCIPLINE AND APPEALS PROCEDURE

42.1 General Rules of Conduct

It is expected that all City employees shall render the best possible service and reflect credit on the City. Therefore, the high standards of professional conduct are essential and expected of all such employees.

42.2 Disciplinary Actions

The City may invoke the following types of disciplinary actions:

- Written Reprimand
- Suspension without Pay
- Demotion
- Termination

Non-disciplinary counseling, such as Verbal Counseling, Letters of Counseling, and Corrective Written Actions are non-disciplinary actions which may be used to notify employees of conduct or behavior which could serve as a basis for discipline, if not corrected.

42.3 Grounds for Discipline

A non-probationary employee may be disciplined for good cause. Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform duties, causes other employees not to be able to perform their duties, or involves any improper use of position for personal

advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- (A) Unexcused or unauthorized absence from work.
- (B) Reporting to work impaired and or not able to perform duties.
- (C) Refusal, failure, incompetence, inefficiency or delay in performing and or carrying out proper orders, work assignments or instructions of supervisors without reasonable and bona fide excuse.
- (D) Unauthorized fighting, threatening, or attempting to inflict bodily injury on another; engaging in potentially dangerous horseplay that is likely to or does result in bodily injury or property damage.
- (E) Misuse of or misappropriation of City resources, property or funds.
- (F) Failure to report activities on the employee's own part or the part of any other employee where such activities may result in criminal prosecution or discipline under this policy.
- (G) Failure of any employee to report activities which have resulted in official contact by any other law enforcement agency relating to potentially criminal conduct by the employee.
- (H) Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of this Department.
- (I) Falsification of records (including failure to disclose material facts or the making of false or misleading statements on any application or examination form), the making of misleading entries or statements with the intent to deceive on any official document, report or form, or the willful and unauthorized destruction and or mutilation of any official document, report or form.
- (J) Failure to take reasonable action while on-duty and when required by law, statute, resolution, or approved Department practices or procedures.
- (K) Unauthorized, intentional release of designated confidential information, materials, data, forms, or reports.
- (L) The receipt or acceptance of a gratuity, reward, fee or gift from any person for service incident to the performance of the employee's duties (lawful subpoena fees and authorized work permits excepted).
- (M) Any knowing or negligent violation of the provisions of the Department Manual, Operating Procedures or other written directive of an authorized supervisor.
- (N) Substantiated, active, continuing association on a personal rather than official basis with a person or persons who engage in or are continuing to engage in serious violations of state or federal laws, where the employee has or reasonably should have knowledge of such criminal activities, except where specifically directed and authorized by the Department (and except where the individuals are members of the employee's immediate family).
- (O) Solicitations, speeches, or distribution of campaign literature for or against any political candidate or position while on-duty or on Departmental property except as expressly authorized.
- (P) Work-related dishonesty, including attempted or actual theft of City property, services or the property of others.

- (Q) Exceeding lawful peace officer powers by unreasonable, unlawful or excessive force or conduct.
- (R) Conviction of a felony, or conviction of a misdemeanor involving moral turpitude.
- (S) Any other on-duty or off-duty conduct which any employee knows or reasonably should know is unbecoming to a member of the Department or which is contrary to good order, efficiency or morale, or which tends to reflect unfavorably upon the Department or its members.

42.4 Investigation of Disciplinary Allegations – Employees Subject to the POBRA

Regardless of the source of an allegation of misconduct, all such matters will be investigated in accordance with this Department's Personnel Complaint Procedure Policy Manual pursuant to Public Safety Officers Procedural Bill of Rights Act (POBRA). The investigation should be completed within one (1) year of the discovery of the allegation unless such investigation falls within one of the exceptions delineated within those provisions.

42.5 Procedures for Disciplinary Actions

(A) Written Reprimands for Employees Subject To POBRA

Written reprimands shall be recommended by Police Sergeants, or Police Lieutenants. An employee subject to the Public Safety Officers Procedural Bill of Rights Act (POBRA) who is recommended for a written reprimand shall:

- (1) Receive a notice of intended written reprimand and all supporting documentation from the Police Sergeant and or Police Lieutenant.
- (2) Receive a notice that, before the written reprimand becomes final, he or she has the opportunity to meet with the Police Chief in an informal conference (not an evidentiary hearing) with a representative of his or her choosing.
- (3) The employee may present any information he or she wishes that may mitigate the proposed written reprimand. The Police Chief will hear and consider the facts presented by the employee and shall thereafter make a decision to impose, rescind or modify the proposed written reprimand. The employee shall have no further appeal rights.
- (4) The employee may within thirty (30) days of receipt of the written reprimand prepare a written response and have it placed with the written reprimand.

(B) Written Reprimands for Employees Not Subject To POBRA

An employee not subject to POBRA shall:

- (1) Receive the written reprimand and all supporting documentation from his or her supervisor.

- (2) The employee may within thirty (30) days of receipt of the written reprimand prepare a written response and have it placed with the written reprimand.
- (3) The employee shall have no right of appeal.

(C) Suspensions Without Pay for Forty (40) Hours or Less for Employees Not Subject to POBRA

Suspensions without pay for forty (40) hours or less for employees who are not subject to POBRA shall be recommended by a Police Lieutenant to the Police Chief. A regular (non-probationary) employee recommended for a suspension without pay for forty (40) hours or less shall:

- (1) Receive a notice of intended suspension without pay and all supporting documentation from the Police Lieutenant.
- (2) Receive a notice that, before the suspension becomes final, he or she has the opportunity to meet with the Police Chief in an informal conference (not an evidentiary hearing) with a representative of his or her choosing to respond to the charges in the notice of intended suspension.
- (3) An employee who disputes such suspension must submit a written request for an opportunity to respond to the charges to the Police Chief within ten (10) days of receipt of the notice of intended discipline. At the informal conference (“Skelly hearing”), the employee may present any information he or she wishes that might mitigate the proposed suspension. The employee has the right to have a representative present at the Skelly hearing.
- (4) The Police Chief shall serve as the Skelly officer so long as the Police Chief was uninvolved in the initial decision to impose discipline. If the Police Chief was involved in the initial decision to impose the discipline, the City Manager shall designate a disinterested person who was uninvolved in the initial decision to impose the discipline to serve as Skelly officer. The Skelly officer will hear and consider the facts presented by the employee. The Police Chief shall make the decision as to the final discipline to be imposed and shall so notify the employee in writing. The employee shall have no further appeal rights.

(D) Suspensions Without Pay, Demotions and Terminations

The following procedures apply to:

- (1) Suspensions without pay for more than forty (40) hours, demotions and terminations for non-probationary employees who are not subject to POBRA.
- (2) Suspensions without pay, demotions and terminations for non-probationary employees who are subject to POBRA

Such disciplinary actions shall be recommended by the Police Lieutenant to the Police Chief. Employees subject to these types of disciplinary actions shall:

- (3) Receive a notice of intended discipline and all supporting documentation from the Police Lieutenant.
 - (4) Receive a notice that, before the discipline becomes final, he or she has the opportunity to respond to the charges in writing or at an informal conference ("Skelly hearing) which is not an evidentiary hearing. The Police Chief shall serve as the Skelly officer so long as the Police Chief was uninvolved in the initial decision to impose discipline. If the Police Chief was involved in the initial decision to impose the discipline, the City Manager shall designate a disinterested person who was uninvolved in the initial decision to impose the discipline to serve as Skelly officer.
 - (5) An employee who disputes such disciplinary action must submit a written request for an opportunity to respond to the charges to the Police Chief within ten (10) days of receipt of the notice of intended discipline. At the Skelly hearing, the employee may present any information he or she wishes that might mitigate the proposed discipline. The employee has the right to have a representative present at the Skelly hearing.
 - (6) The person designated to hear the employee's response shall consider the facts presented by the employee. The Police Chief shall make a recommendation to the City Manager regarding the final discipline to be imposed.
 - (7) The City Manager shall consider the recommendation of the Police Chief and shall then issue the final notice of discipline. The discipline shall then be imposed subject to the employee's appeal rights (discussed below).
- (E) Appeal of Disciplinary Action – Personnel Board or Arbitrator
For disciplinary actions set forth in Section D above only, there is the right to appeal the final notice of discipline to either the Personnel Board or Arbitrator, but not both.
- (F) Appeal of Disciplinary Action – Personnel Board
For disciplinary actions set forth in Section D above only, the employee shall have the right to appeal the final notice of discipline to the Personnel Board.
- (1) The notice of appeal must be received by the Police Chief within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level shall be forfeited and the discipline shall become final.

(2) Appeal to Personnel Board

Rules of Appeal to the Personnel Board are processed in accordance with Section 2 - Rules of Appeal to Personnel Board outlined in the City of Petaluma's Personnel Rules and Regulations.

(G) Appeal of Disciplinary Action – Arbitrator

For disciplinary actions set forth in Section D above only, the Association shall have the exclusive authority to have the appeal heard by an Arbitrator.

(1) If the Association chooses to have the appeal heard by an Arbitrator, the parties shall mutually select an Arbitrator to hear the appeal. If the parties are unable to choose an Arbitrator, the City shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains and that individual shall serve as the Arbitrator.

(2) The Arbitrator shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the Arbitrator shall serve a decision on the City Manager and the employee.

(3) The Arbitrator's fees shall be shared equally by the City and the Association. The Arbitration hearing shall be transcribed by a court reporter. Parties requesting a copy of the court reporter's transcript shall share equally the costs of the court reporter's fees and of the hearing transcript. If the Association does not request a copy of the hearing transcript, the City shall bear the cost of the court reporter's fees. Each party, however, shall bear the cost of its presentation, including preparations and post hearing briefs.

42.6 Probationary Employees – Name Clearing Hearing

(A) Probationary employees released from probation have no right to appeal.

(B) A probationary employee released from probation for conduct which may tend to stigmatize the employee's reputation, shall be entitled to a "name-clearing" hearing. The "name-clearing" hearing shall be before the Police Chief. The Police Chief shall make the final decision regarding the "name-clearing."

(C) Nothing in this policy or procedure should be construed to establish any sort of property interest in or right to the probationary employee's continuation of employment.

SECTION 43 – GRIEVANCE AND APPEALS PROCEDURE

43.1 Purpose of the Procedure

The purpose of the grievance procedure is to:

(A) Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other City procedures.

- (B) Afford employees (individually or through the Association) a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
- (C) Provide that grievances shall be settled as near as possible to the point of origin.
- (D) Provide that appeals shall be conducted as informally as possible.

43.2 Grievance Procedure

(A) Step One

An employee who has a problem or complaint should first try to get it settled through discussion with his or her supervisor without undue delay. Every effort should be made to find an acceptable solution by informal means at his and her lowest possible level of supervision.

(B) Step Two

If the employee is not in agreement with the decision reached by discussion in Step One, the employee shall have the right to file a Step Two appeal in writing within ten (10) calendar days after receiving the Step One decision. The Step Two Appeal shall be presented in writing to the employee's Lieutenant, who shall render a decision and comment in writing and return it to the employee within ten (10) calendar days after receiving the appeal. Failure of the employee to take further action within five (5) calendar days after receipt of the written decision of the Lieutenant, or within a total of fifteen (15) calendar days if no decision is rendered shall be considered by the City an irrevocable dropping of the appeal.

(C) Step Three

If the employee does not agree with the Police Lieutenant's decision at Step Three, or if no Step Three answer has been received within ten (10) calendar days, the employee may present a Step Three Appeal in writing to Police Chief. The Police Chief shall discuss the Step Three Appeal with the employee, and his or her representative if requested, and any other person the Police Chief deems appropriate, if any. The Police Chief shall render a decision in writing and return it to the employee within ten (10) calendar days after receiving the appeal. Failure of the employee to take further action within five (5) calendar days after receipt of the decision or within a total of fifteen (15) calendar days if no decision is rendered shall be considered by the City an irrevocable dropping of the appeal.

(D) Step Four

If the employee does not agree with the decision reached at Step Three or if no answer has been received within ten (10) calendar days, he or she may present the Step Four Appeal in writing to the City Manager. After receiving the Step Four Appeal, the City Manager, or a designated representative, shall discuss the grievance with the employee, employee's representative if requested, and with other appropriate persons the City Manager deems appropriate, if any. The City Manager may designate a fact-finding committee or officer not in the normal line of supervision, to advise him or her concerning the appeal. The City Manager shall render a Step Four decision in writing to the employee within twenty (20) calendar days after receiving the grievance.

(E) Step Five

If the employee does not agree with the City Managers' decision at Step Four, or if no Step Four answer has been received within twenty-five (25) calendar days, the employee may present a Step Five appeal in writing to the City Manager or his or her designee. An employee who chooses to appeal Step Four and has the right to elect either of the two (2) following procedures outlined below. In order to elect a procedure herein, the employee must give written notice of his or her intent to proceed under a specific procedure at the time this Step is invoked. Such written election shall be on a form provided by the City and shall contain an unequivocal and unconditional waiver of the right to proceed under the alternative election. In no event shall any employee be allowed to pursue both appeal procedures.

43.3 Appeal to the Personnel Board

Any employee shall have the right to appeal to the Personnel Board any interpretation or application or enforcement of the express provisions of this MOU.

43.4 Appeal to Final and Binding Arbitration

- (A) A regular employee may elect to use Procedure Two to appeal any interpretation or application or enforcement of this MOU.
- (B) The arbitrator shall not add to, subtract from, change or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.
- (C) The parties shall attempt to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, one or both of the parties shall request a list of seven (7) arbitrators experienced in interpretation of public sector collective bargaining agreements from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list and the last remaining name on the list shall serve as the arbitrator.

43.5 Sharing of the Cost

The City and the Association shall share equally the costs of the appeal to Arbitration, both fees and expenses. Each party, however, shall bear the cost of its presentation, including preparations and post hearing briefs.

43.6 Time Limits May Be Extended

The time limits set forth herein may be extended, shortened or waived by the mutual agreement of the parties but otherwise are binding.

SECTION 44 – LAYOFFS

44.1 Notification

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

44.2 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 44.5

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

44.3 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 44.4, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur.

44.4 Seniority

In order to retreat to a former or lower classification, an employee must have more seniority than at least one 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 Personnel Officer within five (5) working days of receipt of notice of layoff.

Employees within each category shall be laid off in reverse order of seniority within the classification series. Seniority for the retreat classification would be the combination of time served at or above the layoff classification and any prior time served in the retreat classification. Ties shall be broken based on seniority of total City service.

Employees retreating to a lower or similar classification shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off.

Employees retreating to a lower or similar classification shall serve a probationary period in the new classification unless they have previously successfully completed a probationary period in the retreat classification or a higher classification in the series.

44.5 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.

44.6 Re-Employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same classification of position shall be combined into a single list. 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 eligible list.

44.7 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 at which lay 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 regular medical and psychological testing in order to determine fitness for duty.

SECTION 45 – SAVINGS CLAUSE

In the event that any part or provision of this MOU should be found or determined to be invalid, illegal or void by a court of competent jurisdiction, the remaining parts or portions of the MOU shall remain in full force and effect.

SECTION 46 – MUTUAL ACCEPTANCE AND RECOMMENDATION

The parties affix their signatures as constituting mutual acceptance and recommendation of the Memorandum of Understanding to become effective July 1, 2021 upon acceptance and approval of the City Council.

PEACE OFFICERS' ASSOCIATION OF PETALUMA

DocuSigned by:
/s/ Gary Messing 1/4/2022
94D1D23970348439...
Date
Gary Messing
Labor Representative, Peace Officers'
Association of Petaluma

DocuSigned by:
/s/ Garrett Sholin 1/5/2022
0905464FA3504D...
Date
Garrett Sholin
President, Peace Officers'
Association of Petaluma

DocuSigned by:
/s/ Matt Parnow 1/6/2022
8852D50A354040...
Date
Matt Parnow
Vice-President, Peace Officers'
Association of Petaluma

DocuSigned by:
/s/ Jen Row 1/13/2022
28E4B01C77F40F...
Date
Jen Row
Secretary, Peace Officers'
Association of Petaluma

DocuSigned by:
/s/ Mario Gioni 1/25/2022
9E7E25B35B84C3...
Date
Mario Gioni
Treasurer, Peace Officers'
Association of Petaluma

CITY OF PETALUMA

DocuSigned by:
/s/ Brian Cochran 1/25/2022
D34908A78C5747...
Date
Brian Cochran
Assistant City Manager

DocuSigned by:
/s/ Peggy Flynn 1/25/2022
03D99C70B34746C...
Date
Peggy Flynn
City Manager

EXHIBIT A – Salary Tables
Peace Officers' Association of Petaluma – Unit 6

Salary Range Effective December 12, 2021

Current Classification Title	New Classification Title (changes only)	COLA	Equity Adj.	Total	1	2	3	4	5
ABAND VEHICLE ABATEMNT OFFICER		2.0%	0.0%	2.0%	27.05	28.40	29.82	31.30	32.87
COMMUNITY SERVICE OFFICER		2.0%	3.0%	5.0%	28.04	29.44	30.91	32.47	34.10
EVIDENCE TECHNICIAN		2.0%	0.6%	2.6%	29.85	31.34	32.87	34.49	36.28
POLICE PROPERTY TECHNICIAN		2.0%	0.0%	2.0%	29.67	31.16	32.68	34.29	36.07
PARKING ENFORCEMENT OFFICER		2.0%	0.0%	2.0%	27.05	28.40	29.82	31.30	32.87
POLICE INVESTIGATOR		2.0%	5.5%	7.5%	41.12	43.18	45.32	47.59	50.01
POLICE INVESTIGATIVE SERGEANT		2.0%	5.5%	7.5%	49.11	51.56	54.16	56.86	59.68
POLICE OFFICER		2.0%	5.5%	7.5%	41.12	43.18	45.32	47.59	50.01
POLICE OFFICER TRAINEE		2.0%	0.0%	2.0%	32.25	33.87	35.56	37.34	39.21
POLICE SERGEANT		2.0%	5.5%	7.5%	49.11	51.56	54.16	56.86	59.68
PUBLIC SAFETY DISPATCH		2.0%	3.0%	5.0%	32.69	34.34	36.03	37.82	39.76
PUBLIC SAFETY DISPATCH SUPERVISOR	PUBLIC SAFETY COMMUNICATIONS SUPERVISOR	2.0%	3.6%	5.6%	39.43	41.45	43.48	45.65	47.98

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

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

Classification	COLA	1	2	3	4	5
ABAND VEHICLE ABATEMNT OFFICER	2.0%	27.59	28.97	30.42	31.93	33.53
COMMUNITY SERVICE OFFICER	2.0%	28.60	30.03	31.53	33.12	34.78
EVIDENCE TECHNICIAN	2.0%	30.45	31.97	33.53	35.18	37.01
POLICE PROPERTY TECHNICIAN	2.0%	30.26	31.78	33.33	34.98	36.79

PARKING ENFORCEMENT OFFICER	2.0%	27.59	28.97	30.42	31.93	33.53
POLICE INVESTIGATOR	2.0%	41.94	44.04	46.23	48.54	51.01
POLICE INVESTIGATIVE SERGEANT	2.0%	50.09	52.59	55.24	58.00	60.87
POLICE OFFICER	2.0%	41.94	44.04	46.23	48.54	51.01
POLICE OFFICER TRAINEE	2.0%	32.90	34.55	36.27	38.09	39.99
POLICE SERGEANT	2.0%	50.09	52.59	55.24	58.00	60.87
PUBLIC SAFETY DISPATCH	2.0%	33.34	35.03	36.75	38.58	40.56
PUBLIC SAFETY COMMUNICATIONS SUPERVISOR	2.0%	40.22	42.28	44.35	46.56	48.94

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

Salary Range Effective the First Full Pay Period Following July 1, 2023

Classification	COLA	1	2	3	4	5
ABAND VEHICLE ABATEMNT OFFICER	2.0%	28.14	29.55	31.03	32.57	34.20
COMMUNITY SERVICE OFFICER	2.0%	29.17	30.63	32.16	33.78	35.48
EVIDENCE TECHNICIAN	2.0%	31.06	32.61	34.20	35.88	37.75
POLICE PROPERTY TECHNICIAN	2.0%	30.87	32.42	34.00	35.68	37.53
PARKING ENFORCEMENT OFFICER	2.0%	28.14	29.55	31.03	32.57	34.20
POLICE INVESTIGATOR	2.0%	42.78	44.92	47.15	49.51	52.03
POLICE INVESTIGATIVE SERGEANT	2.0%	51.09	53.64	56.34	59.16	62.09
POLICE OFFICER	2.0%	42.78	44.92	47.15	49.51	52.03
POLICE OFFICER TRAINEE	2.0%	33.56	35.24	37.00	38.85	40.79
POLICE SERGEANT	2.0%	51.09	53.64	56.34	59.16	62.09
PUBLIC SAFETY DISPATCH	2.0%	34.01	35.73	37.49	39.35	41.37
PUBLIC SAFETY COMMUNICATIONS SUPERVISOR	2.0%	41.02	43.13	45.24	47.49	49.92

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

EXHIBIT B – Side Letter Agreements

**Side Letter of Agreement
Between the City of Petaluma and the Peace Officers' Association of Petaluma
Unit 6**

Public Safety Dispatcher 4/10 Work Schedule

Representatives of the City of Petaluma and the Peace Officers' Association of Petaluma (POAP) Unit 6 have met and conferred and reached agreement on this Side Letter of Agreement.

The parties agree to the following:

1. Employees assigned to work in the Dispatch Center shall be assigned a 4/10 work schedule (Table 1).
2. The agreed upon 4/10 schedule will consist of each dispatcher working four (4) ten hour shifts each week, for a total of forty (40) hours per week.
3. Shift times shall be as follows:
 - a. Day Shift – 0600-1600
 - b. Day Shift – 1000 - 2000
 - c. Swing Shift – 1600 – 0200
 - d. Graveyard Shift – 2000 – 0600
4. Public Safety Dispatchers shall sign up for available shifts by seniority.
5. Employees assigned to work the assigned 4/10 work schedule shall be paid overtime for hours worked in excess of the assigned 10 hour shift, or forty (40) hours per week at the overtime rate of time and one-half.
6. The City shall pay FLSA overtime based upon a 7-day work week.
7. Employees regularly assigned to work the swing shift and the graveyard on the 4/10 work schedule as defined in Section 3 of this side letter shall receive Shift Differential Compensation in accordance with Section 9.1 and 9.2 of the MOU.
8. Each employee in the job-share position shall share the 4/10 work schedule and work an equal amount of hours in each two-week pay period. Their work schedule will be agreed to at the beginning of each shift rotation and consistent throughout the remainder of the rotation.
9. In the event dispatch staffing falls below a total of 7 full time dispatchers, dispatch may revert back to the 3/12 and a ¼ schedule, until which time dispatch staffing is restored to 7 full time dispatchers.

This Side Letter of Agreement is executed the _____ day of September, 2016, by the employer-employee relations representatives whose signature appears below for their respective organizations.

PEACE OFFICERS' ASSOCIATION OF PETALUMA

/s/ Garrett Glaviano
Garrett Glaviano, President, POAP

9/21/16
Date

CITY OF PETALUMA

<u>/s/ John C. Brown</u>	9/27/16
John C. Brown, City Manager	Date
<u>/s/ Dianne Dinsmore</u>	9/27/16
Dianne Dinsmore, Director of Human Resources	Date

Table 1

Dispatcher	Sunday	Monday	Tuesday	Wednesday	Friday	Saturday	
	0600-1600	0600-1600	0600-1600	OFF	OFF	0600-1600	
	OFF	OFF	OFF	0600-1600	1000-2000	1000-2000	
	OFF	OFF	0600-1600	0600-1600	0600-1600	OFF	
	0600-1600	0600-1600	OFF	OFF	0600-1600	0600-1600	
	1600-0200	OFF	OFF	OFF	1600-0200	1600-0200	
	2000-0600	1600-0200	1600-0200	1600-0200	OFF	OFF	
	OFF	1000-2000	1000-2000	1000-2000	OFF	OFF	
	2000-0600	2000-0600	OFF	OFF	2000-0600	2000-0600	
	OFF	OFF	OFF	2000-0600	2000-0600	2000-0600	
	OFF	2000-0600	2000-0600	2000-0600	OFF	OFF	
MOT	1600-2000		0200-0600				
	4		4				8

**Side Letter of Agreement Between
the Peace Officers' Association of Petaluma
and the City of Petaluma**

Permanent Part Time Dispatchers

Representatives of the City of Petaluma and the Peace Officers' Association of Petaluma (POAP) Unit 6 have met and conferred on the newly created Permanent Part-Time Employee status for Public Safety Dispatcher and reached agreement on this Side Letter of Agreement.

The parties agree to the following:

Shift Sign Ups

Full-time and job-shared positions participate in bi-annual shift sign ups based on seniority. Permanent part-time employees (PPTE) will not participate in shift sign ups. PPTE's will be utilized to fill voids in the schedule.

This may result in a schedule that is inconsistent. Management will make an effort to give advanced notice on changes in the schedule.

Due to the fact that PPTE's are not assigned to a schedule, they will have the first opportunity to sign up for additional mandatory overtime to supplement their schedules.

Vacation Sign Ups

Full time and shared positions participate in annual vacation sign ups. Annual vacation sign-ups are for pre-scheduled vacations consisting of one or two week blocks. PPTEs will be required to submit pre-scheduled vacation at this time. This will consist of time off requests in one or two week blocks. The PPTE sign-ups will be considered separate from the full time and shared positions. Only one PPTE may take pre-scheduled vacation during the same week. In the event of conflict, seniority amongst the PPTEs will decide who will prevail for any given week.

Time Off Requests

The PPTE will comply with Section 7.12 Compensatory Time, of the MOU.

Vacation Time Accrual

Current part time employee's moving to PPTEs shall be credited their years of service with the City of Petaluma for the purposes of determining their vacation accrual rate and limits. PPTEs will accrue vacation at a rate of 60% of the outlined accrual rates in section 12.1 of the MOU.

Order In's for Mandatory Overtime

PPTEs will be subject to being ordered in for mandatory overtime. The dispatch supervisor follows the procedure outlined in a memo titled "communications center staffing and overtime ordering," dated June 4th, 2013. The memo states the total number of overtime hours of the past two pay periods will be the general guideline. PPTEs will be considered to have accrued "overtime" for the purposes of mandatory overtime order-in's any time they exceed ten hours in a day or twenty four hours in a week.

Shift Differential

A PPTE who is assigned to hours which qualify for shift differential for a period of four consecutive weeks shall receive the applicable shift differential provided to full-time and job share dispatchers under the Unit 6 MOU.

Comp Time/Overtime Accrual

PPTes will begin to accrue straight time compensatory time once they exceed their regular number of hours based on their FTE. The employee may instead choose to be paid at the straight time rate for all hours worked in excess of their regular number of hours.

PPTes will accrue compensatory time or overtime at a rate of time and a half in the same manner as Job Share employees once they exceed ten hours in a shift.

PPTes will accrue compensatory time or overtime at a rate of time and a half once they exceed forty hours in a week.

Pro-rated Leave and Benefits

All leave and all benefits shall be pro-rated based on the employee's FTE.

Merit Pay, Step Increases, and Probationary Period

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

Probationary Period

Current part time employees moving to PPTes will not be subjected to a probationary period. Any new employee hired as a PPTe will be subjected to a probationary period as outlined in the MOU.

This Side Letter of Agreement is executed the _____ day of October, 2016, by the employer-employee relations representatives whose signature appears below for their respective organizations.

PEACE OFFICERS' ASSOCIATION OF PETALUMA

/s/ Garrett Glaviano	10/6/16
_____ Garrett Glaviano, President, POAP	_____ Date

CITY OF PETALUMA

/s/ John C. Brown	10/6/16
_____ John C. Brown, City Manager	_____ Date

/s/ Dianne Dinsmore	10/6/16
_____ Dianne Dinsmore, Director of Human Resources	_____ Date

**Side Letter of Agreement Between
the Peace Officers' Association of Petaluma
and the City of Petaluma**

Permanent Part Time Evidence Technician

Representatives of the City of Petaluma and the Peace Officers' Association of Petaluma (POAP) Unit 6 have met and conferred on the newly created Permanent Part-Time Employee (PPTE) status for Evidence Technician (.5) and reached agreement on this Side Letter of Agreement.

The parties agree to the following:

Vacation Time Accrual

The current part time employee moving to PPTE shall be credited with years of service with the City of Petaluma for the purpose of determining vacation accrual rate and limit. The PPTE will accrue vacation at a rate of 50% of the outlined accrual rates in section 12.1 of the MOU.

Comp Time/Overtime Accrual

PPTE will begin to accrue straight time compensatory time once they exceed their regular number of hours based on their FTE. The employee may instead choose to be paid at the straight time rate for all hours worked in excess of their regular number of hours.

PPTE will accrue compensatory time or overtime at a rate of time and a half in the same manner as Job Share employees once they exceed ten hours in a shift.

PPTE will accrue compensatory time or overtime at a rate of time and a half once they exceed forty hours in a week.

Pro-rated Leave and Benefits

All leave and all benefits shall be pro-rated based on the employee's .5 FTE status.

Merit Pay, Step Increases, and Probationary Period

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

Probationary Period

Current part time employees moving to PPTEs will not be subjected to a probationary period.

Any new employee hired as a PPTE will be subjected to a probationary period as outlined in the MOU.

This Side Letter of Agreement is executed the 13 day of December, 2016, by the employer- employee relations representatives whose signature appears below for their respective organizations.

PEACE OFFICERS' ASSOCIATION OF PETALUMA

<u>/s/ Garrett Glaviano</u>	12/13/16
Garrett Glaviano, President, POAP	Date

CITY OF PETALUMA

<u>/s/ John C. Brown</u>	12/13/16
John C. Brown, City Manager	Date

<u>/s/ Joanne Narloch</u>	12/13/16
Joanne Narloch, Interim Director of Human Resources	Date

Side Letter of Agreement

Between the City of Petaluma and the Peace Officers' Association of Petaluma Unit 6

Implementation of Retiree Medical trust through PORAC

Retiree Medical Trust (RMT).

A. **Participation.** The Peace Officers' Association of Petaluma will establish participation in a retiree medical plan administered by the PORAC Retiree Medical Trust, and the cost of establishing the Trust shall be at no cost to the City of Petaluma. The City of Petaluma is not a party to the Trust, and aside from transferring funds, has no obligations to the management, regulatory compliance or performance of the Trust.

B. **Contributions to the PORAC Retiree Medical Trust**

Employee Contributions. The City of Petaluma will transfer a mandatory monthly pre-tax employee contribution of one hundred dollars (\$100.00) for each employee hired by the employer on or after January 1st 1990, and currently working in the bargaining unit represented by the Association, on an ongoing biweekly (24 times per year) basis of fifty dollars (\$50.00) biweekly. As each employee will contribute the same predetermined dollar amount, no employee election forms designating the amount will be needed, allowed or requested; and there shall be no employee election either to make the employee contribution, or to determine the amount of the contribution.

C. **Reporting rules.** The City of Petaluma will comply with reasonable rules set by the Trust Office with regard to reporting and transferring the required contributions set forth above, typically involving providing the Trust Office with the name, social security number and amount paid by each employee. In the event the reporting requirement of the Trust requires reporting beyond that which the City of Petaluma typically provides for other similar purposes (health insurance), the City of Petaluma may require the Association to pay for any reasonable costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City of Petaluma will secure the Association's authorization.

D. **Indemnification.** The Association agrees to indemnify and hold the City of Petaluma harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT, except for the obligation of the City of Petaluma to make and report the non-elective transfer of employee contributions as described above.

- E. **Exclusive purpose of trust.** The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.

- F. **Separate trust.** The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any City of Petaluma health insurance funding program, unless changed by mutual written agreement of the parties. The contributions set forth herein, unless otherwise dictated by law or rules set forward by the employees' pension system, shall be considered salary for purpose of calculating pension benefits.

- G. **Increase in Contribution.** Further, the Association shall have the option, during the life of this Agreement, to direct the City of Petaluma to further increase the employee contribution rate by some multiple of \$25 for each employee. The contributions shall be included as salary for purpose of calculating retirement benefits.

The City of Petaluma hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth above. The City of Petaluma will cooperate with the Trust in allowing a payroll audit for the purpose of ascertaining if the proper amount of contributions have been made.

It is the intent of the parties to agree to the terms of this side letter separate from the adoption of a successor MOU. This Side Letter shall be effective September 2, 2019 through June 30, 2021. This agreement must be renewed by mutual agreement of the parties, to continue after June 30, 2021.

This Side Letter of Agreement is executed the 2nd day of September, 2019, by the employer-employee relations representatives whose signature appears below for their respective organizations.

PEACE OFFICERS' ASSOCIATION OF PETALUMA

/s/ Ryan McGreevy



11/8/20

Ryan McGreevy, President, POAP

Date

CITY OF PETALUMA

/s/ Peggy Flynn

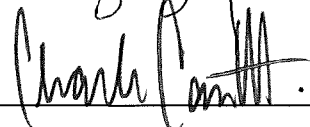


11/8/20

Peggy Flynn, City Manager

Date

/s/ Charlie Castillo



11/8/20

Charlie Castillo, Human Resources Director

Date