



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PETALUMA  
AND THE PEACE OFFICERS' ASSOCIATION OF PETALUMA  
(POAP)**

**2005 – 2008**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PETALUMA  
AND THE PEACE OFFICERS' ASSOCIATION OF PETALUMA  
(POAP)  
Unit 6  
2005 – 2006**

**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, 2005.

**SECTION 1 – TERM OF AGREEMENT**

1.1 Effective Date

This Memorandum of Understanding shall be for the period commencing on July 1, 2005 with adoption by the City Council and continuing through June 30, 2008.

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 2008.

**SECTION 2 – RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative for the Peace Officer's Association of Petaluma bargaining unit. The bargaining units consist 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  
Public Safety Dispatcher

**SECTION 3 – ASSOCIATION SECURITY**

3.1 Association Security Procedures

The following Association Security procedures shall apply to all employees represented by the Association.

- (A) Limitation of Provision  
The association security provisions set forth below may be rescinded in accordance with the terms of Government Code Section 3502.5(d). Unless rescinded, however, in accordance with Government Code section 3508.5(c), the agency fee obligations set forth below shall continue in effect as long as the is the recognized bargaining representative, notwithstanding the expiration of this MOU.
- (B) Association Certification  
The Association certifies that it has adopted, implemented, and shall maintain procedures in accordance with all applicable statutes, decisions by the courts of competent jurisdiction, and other applicable legal authority.
- (C) Applicability  
The provisions of this section shall not apply during periods during which an employee is separated from the Representation Unit, including, but not limited to, transfers, layoff and leaves of absence with out pay.
- (D) Change in Law  
In the event there is a change in law whereby any provision contained in this section becomes invalid, or in the event any provision in this section is determined to be unlawful, the parties shall meet and confer within thirty (30) days to negotiate a substitute provision which conforms to the law or court decision.

3.2 Association Membership or Payment of Agency Fee

All Bargaining Unit employees shall, as a condition of continued employment, either:

- (A) Become and remain a member of the Association; or
- (B) Pay to the Association an association fee in an amount which does not exceed an amount that may be lawfully collected under applicable constitutional, statutory, and case law, which amount shall be less than the monthly dues paid by members of the Association during the duration of this MOU, it being understood that it shall be the sole responsibility of the Association to determine an association Fee which meets the above criteria; or
- (C) Religious Objection. For employees who are a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations as a condition of employment, such employee shall not be required to join, maintain membership in, or financially support the Association. Such employee shall, in lieu of payment of dues or association fee to the Association, pay a charity fee in an amount no greater than such agency fee to one of the following three non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 employee (3) of the Internal Revenue Code:

Hospice of Petaluma  
Petaluma Peoples Service Center Meals on Wheels  
Petaluma Peoples Service Center Senior Nutrition Site

3.3 Association – Hudson Procedure

The Association shall provide to the City a copy of its "Hudson Procedure" for the determination and protest of its fees. The Association shall provide a copy of this procedure to every Bargaining Unit member covered by this MOU within ten (10) days of implementation of the fair share fees. The City shall provide to the Association a list of those employees who are Association members with the monthly payment of deductions by the City to the Association. Annually thereafter, and as a condition to any change in the Association's fees, the Association shall provide each member with a copy of the Association's "Hudson procedures" and shall provide to the City confirmation of such mailing.

3.4 Association – Opt Out Provision

Once each year, in December, or, for a new employee, at the time he or she commences employment with the City, each member of the Bargaining Unit may elect to opt-out of Association membership without penalty to their employment with the City, on an appropriate form approved by the City. The member shall thereafter have no obligation to pay Association dues and the City shall cease making deductions from their paycheck except as provided in 3.2 B above.

3.5 Association – Financial Reports

The Association shall keep an accurate itemized record of its financial transactions and shall make available annually, to the City and to the members of the bargaining unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and operating statement, certified as to its accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. Failure to file such report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until such report is filed.

3.6 Association – Payroll Deductions

Payroll deductions for Association dues shall be granted by the City to the Association in accordance with the following terms and procedures. Deductions shall be made only upon the employee's written authorization on a payroll deduction form approved by the City and shall cease in the event the employee opts-out of Association membership in accordance with paragraph 3.4.

(A) Authorization and Opt-Out

Subject to the Opt-Out Provision of Section 3.4 above, all new employees who are hired into job classifications in this unit may at the time of hire execute an authorization for the payroll deduction for Association dues. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until otherwise revoked in accordance with the terms of this section. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned. Any dues deduction authorization shall automatically terminate in the event that the Association's status as exclusive representative for the Bargaining Unit members terminate.

(B) Sufficiency of Earnings

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

(C) Association Dues Payroll Deductions

The City shall deduct Association dues and or benefit premiums in an amount determined between the Association and its members. The Association shall provide the City with a least sixty (60) days written notice of any changes in amounts. Employees shall complete and sign the designated Dues Deduction Authorization form.

(D) Payment to Association

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.

3.7 Association – Conditions of Discipline

No employee shall be disciplined under this section unless the Association has first:

- (A) Notified the employee by letter, explaining that he or she is delinquent in tendering the required Association fee, specifying the amount of such delinquency, and warning the employee that unless such Association fee is tendered within thirty (30) calendar days, the employee shall be reported by the Association to the City for disciplinary action as provided for in this section, and
- (B) Furnished the City with written proof that the procedure set forth in section 3.7 (A) above has been followed, and has supplied the City with a copy of the letter sent to the employee, notice that the employee has not complied with the request, along with the following certification:
- (C) Certified that (employee's name) has failed to tender the Association fee required as a condition of employment under the MOU, and therefore, under the terms of the MOU, the Association requests that the City terminate the employee's employment with the City.

3.8 Association – Indemnification and Hold Harmless

The Association agrees to indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, judgments, or any form of liability that may arise out of or by reason of this section, or that arise out or by reason of, any actions taken or not taken by the City under this section. This includes, but is not limited to, the City's reasonable attorneys' fees and costs. In addition, the Association shall refund to the City any amounts paid to it in error on presentation of supporting evidence.

## SECTION 4 – SALARIES

- 4.1 Salaries  
Salary ranges shall be as specified in Exhibit A for each classification.
- 4.2 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 – 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).
- 5.7 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).
- 5.8 Special Compensation – POST Certificate  
Employees at Step Two (2) or above, with an Intermediate Peace Officer Standards and Training (POST) Certificate shall receive special compensation as follows:

Intermediate POST	Five percent (5%) of base salary
Advanced POST	Seven percent (7%) of base salary
Supervisory Certificate	Seven percent (7%) of base salary

5.9 Special Compensation Payment for POST Certificate Pay

POST Certificate Pay shall be paid by pay period.

5.10 Special Compensation Longevity Pay – 15 Years of Service

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

5.11 Special Compensation Longevity Step – Effective Date

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

5.12 Special Compensation Longevity Step – LWOP

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

5.13 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).

5.14 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.

**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) hours days, or ten (10) hours per day in each of four (4) twenty-four (24) hours days, pursuant to Section 7(k) of the Fair Labor Standards Act.

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 Other Classifications

For all other classifications in the Bargaining Unit, the "work period" shall consist of a seven (7) day cycle.

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 by seniority. Seniority is determined by the amount of time served in the classification at the City of Petaluma. Time served in the classification shall include time served in a higher classification in the same series.

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 - Training

Employees who are off-duty and attending mandatory training shall be compensated overtime in accordance with the Fair Labor Standards Act.

7.10 Overtime to the Quarter Hour

Overtime shall be paid to the nearest quarter hour.

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 – Mutually Agreed

Compensatory time off shall be taken at a mutually agreeable time between the City and the employee pursuant to the Fair Labor Standards Act.

7.13 Compensatory Time Payout

Each employee may request payment for any or all of the employee's current balance of compensatory time.

## **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 canceled.

8.3 Cancellation of Court Appearance

If the court appearance is canceled 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 canceled 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 requires 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

An employee who is assigned to standby shall be paid \$3.25 for each hour that the employee stands by on call.

**SECTION 9 – SHIFT DIFFERENTIAL PREMIUM**

Effective January 1, 2006 - Shift Differential Premium:

9.1 Shift Differential Compensation – Swing Shift

Employees regularly assigned to the swing shift between hours of 4:00 p.m. (1600 hours) and 3:00 a.m. (0300 hours) shall receive three percent (3%) above his or her base hourly rate.

9.2 Shift Differential Compensation – Graveyard Shift

Employees regularly assigned to the graveyard shift between the hours of 8:30 p.m. (2030 hours) and 7:30 a.m. (0730) shall receive an additional five percent (5%) per hour 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 – Change In Method of Payment  
Uniform allowance shall be paid in December 2005 in accordance with the provisions of the MOU in place July 10, 2000 through June 20, 2005. Effective January 1, 2006 the method of payment shall be in accordance with the provisions of this MOU.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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 Holiday Pay – Change In Method of Payment  
Holidays and holiday pay shall be provided and paid in December 2005 in accordance with the provisions of the MOU in place July 10, 2000 through June 20, 2005. Effective January 1, 2006 holidays provided and holiday pay shall be in accordance with the provisions of this MOU.

- 11.2 Scheduled Holidays – Defined  
Scheduled holidays shall be the observed twelve (12) holidays established by City Council Resolution.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Floating Holiday – Payment  
Employees not taking the floating holiday by June 30 shall receive payment for the floating holiday.
- 11.7 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.
- 11.8 Holiday Pay  
Employees regularly required to work holidays shall be compensated with holiday pay in lieu of the holidays in the amount of ninety (96) hours. Holiday pay shall be calculated based the employee's regular hourly rate in effect at the time of payment.
- 11.9 Holiday Pay – Leave with out Pay Status  
Employees in a leave with out 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:

<b>Years of Service</b>	<b>Vacation Accrual (Hours)</b>	<b>Accrual Limit</b>
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.

**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,

parents, spouse's parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent.

13.6 Sick Leave for New Born Child Care

Employees shall be allowed to use up to twenty-one (21) calendar days of sick leave for new born child care.

13.7 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.

13.8 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.

13.9 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 day’s 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**

The City Manager may grant a regular or probationary employee leave of absence with out pay or the accrual of seniority 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.

## **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 Manager 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 Manager.

## **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**

Effective June 30, 2001, the City provided Police Safety members with the 3% at 50 formula retirement plan. The City's contract with CalPERS includes the following optional benefits:

- Fourth Level - 1959 Survivor's Benefit as provided in Section 21382.5 (June 30, 1996).
- Military Service Credit as provided in Section 20930.3 (January 4, 1996).
- One-Year Final Compensation as provided in Section 20024.2 (July 1, 1982).
- Credit for Unused Sick Leave as provided in Section 20862.80 (July 1, 1982).
- Cost of Living Allowance two percent (2%) as provided by Section 21335 (July 1, 1982).
- Retired Death Benefit of \$500 as provided in Section 21620 (July 1, 1982).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (July 1, 1982).

The City provides Miscellaneous members with the 2% at 55 formula retirement plan. The City's contract with CalPERS includes the following optional benefits:

- Third Level - 1959 Survivor's Benefit as provided in Section 21573 (April 5, 1999).
- Military Service Credit as provided in Section 20930.3 (January 1, 1992).
- One-Year Final Compensation as provided Section 20024.2 (November 1, 1980).
- Credit for Unused Sick Leave as provided in Section 20862.80 (November 1, 1980).
- Cost of Living Allowance two percent (2%) as provided by Section 21335 (April 1, 1971).
- Retired Death Benefit of \$500 as provided in Section 21620 (December 1, 1969).
- Death Benefit Continues as provided in Section 21551 (January 1, 2000).
- Prior Service Credit as provided in Section 20055 (January 1, 1950).

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

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

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

The City currently provides health benefits through the California Public Employees' Retirement System (CalPERS) Health Benefits Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). The City's employer contribution for each employee and his or her family members shall be one hundred dollars (\$100) per month.

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

The City shall provide active employees with an additional benefit in the amount of the CalPERS Health Premium amount for Kaiser – Bay Area/Sacramento for each employee and his or her family members.

### **27.3 Active Employees – Additional Benefit – January 2006**

Effective January 1, 2006 the City shall provide active employees with an additional benefit in the amount of the CalPERS Health Premium amount for Kaiser – Bay Area/Sacramento less one hundred dollars (\$100) times ninety-five percent (95%) for each employee and his or her family members.

Effective January 1, 2006 Employees shall contribute the CalPERS Health Premium amount for Kaiser – Bay Area/Sacramento less one hundred dollars (\$100) times five percent (5%) for the employee and his or her family members.

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

### **28.1 Retired Employees – CalPERS and the PEMHCA**

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

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

### **28.2 CalPERS Annuitant – PEMHCA Health Benefits**

In accordance with the PEMHCA provisions if an employee is a CalPERS annuitant as defined in Section 28.1 and receives health benefits under the PEMHCA, the employee is eligible to receive the City's PEMHCA contribution amount specified in Section 28.4 below, regardless of the number of years of service with the City of Petaluma.

### **28.3 Less Than 20 Years Of Service – Not Receiving PEMHCA Health Benefits**

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

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

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

For example, an employee would receive sixty-five dollars (\$65) per month as a retiree benefit if he or she retired on January 2, 2007. The following year, in 2008, the payment would increase five dollars (\$5) per month to seventy dollars \$70 and continue to increase in five dollar (\$5) increments every year until it reaches the maximum benefit amount of one hundred dollars (\$100.00) per month.

Calendar Year	City's PEMHCA contribution
2005	55.00
2006	60.00
2007	65.00
2008	70.00
2009	75.00
2010	80.00
2011	85.00
2012	90.00
2013	95.00
2014	100.00

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

**28.5 20 Years Or More Of Service – Not Receiving PEMHCA Health Benefits**

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

**28.6 20 Years Or More Of Service – Receiving PEMHCA Health Benefits**

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

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

Calendar Year	City PEMHCA contribution	City Cash Retiree Benefit	Total Benefit Amount
2005	55.00	101.83	156.83
2006	60.00	96.83	156.83
2007	65.00	91.83	156.83
2008	70.00	86.83	156.83
2009	75.00	81.83	156.83
2010	80.00	76.83	156.83
2011	85.00	71.83	156.83
2012	90.00	66.83	156.83
2013	95.00	61.83	156.83
2014	100.00	56.83	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-three 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 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 continue to provide the current group self-funded Delta Dental Program Plan coverage. Additionally, the City shall contribute toward an orthodontia plan one thousand dollars (\$1,000) per child at a fifty percent (50 %) co-payment rate. The City shall pay, during the period of this MOU, the full premium toward the City group dental insurance coverage program.

### **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.

### **SECTION 36 – EMPLOYEE ASSISTANCE PROGRAM**

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

## **SECTION 37 – DEFERRED COMPENSATION**

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

## **SECTION 38 – SAFETY COMMITTEE**

The Peace Officers' Association of Petaluma shall appoint one (1) member to a Departmental Safety Committee.

## **SECTION 39 – COMMITTEE ON TUITION REIMBURSEMENT**

The Association shall participate in a City committee to be established during the contract term, for the purpose of studying and discussing, for possible future implementation, a program to provide for some form of citywide educational enhancement and or tuition reimbursement for City employees that would benefit both the City and its employees.

## **SECTION 40 – COMMITTEE ON RETIREE MEDICAL**

The City and Association agree to meet and discuss ways for the medical retirement to be deducted from salary or be done at no cost to the City.

The committee shall meet with ninety (90) days of this signed agreement and shall complete its evaluation within nine (9) months.

## **SECTION 41 – 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 42 – SICK LEAVE TRANSFER**

### **42.1 Sick Leave Transfer**

Employees wishing to donate hours of sick leave to another employee may do so by sending a written request, approved by the Police Chief, to Human Resources naming the employee to receive the sick leave transfer and the amount donated, with the following restrictions listed in 42.2.

### **42.2 Sick Leave Transfer – Limitations**

Sick transfers shall be subject to the following limitations:

- (A) Transfer of sick leave shall be allowed between all Units.
- (B) Employees are not permitted to transfer sick leave when they separate employment with the City.
- (C) A donor must retain a balance of forty (40) hours.

- (D) Transfer amounts shall be limited to the number of actual hours needed and used by the recipient.
- (E) Any donated sick leave hours unused by a recipient, shall be returned to the donor.
- (F) The recipient must have a zero balance in sick leave, compensatory time and vacation.
- (G) A recipient may receive no more than one thousand and forty (1,040) hours.
- (H) The donation must be for an illness or injury involving extreme physical pain or the impairment of a function of a bodily member, organ or mental faculty, and requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

### **SECTION 43 – POLICE OFFICER TRAINEE**

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

### **SECTION 44 – SHARED POSITION**

#### **44.1 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.

#### **44.2 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.

#### **44.3 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.

#### **44.4 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.

44.5 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.

44.6 Work Week and Work Day

The workweek shall consist of twenty (20) hours in one (1) 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, pursuant to Section 7(k) of the Fair Labor Standards Act.

44.7 Seniority

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

44.8 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.

44.9 Overtime

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

44.10 Pro-rated Leave and Benefits

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

44.11 Merit Pay, Step Increases and Probationary Period

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

## **SECTION 45 – DISCIPLINARY AND APPEALS PROCEDURES**

45.1 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.

45.2 Disciplinary Actions

The City may invoke the following types of disciplinary actions:

- Verbal Counseling
- Letters of Counseling
- Corrective Written Action
- Written Reprimand
- Suspension Without Pay
- Demotion
- Termination

### 45.3 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.

#### 45.4 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.

#### 45.5 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 Captain 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 Captain 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 Less Than Forty (40) Hours for Employees Not Subject to POBRA

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

- (1) Receive a notice of intended suspension without pay and all supporting documentation from the Police Captain.
- (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 Captain 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 Captain.
- (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 choose 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.

45.6 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 46 – GRIEVANCE AND APPEALS PROCEDURE**

46.1 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.

#### 46.2 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 with out 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 Lieutenant decision at Step Two , or if no Step Two answer has been received within ten (10) calendar days, the employee may present a Step Three (3) Appeal in writing to Police Captain. The Police Captain shall discuss the Step Three (3) Appeal with the employee, and his or her representative if requested, and any other person the Police Captain deems appropriate, if any. The Police Captain 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 Police Captain'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 Four Appeal in writing to Police Chief. The Police Chief shall discuss the Step Four 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.

(E) Step Five

If the employee does not agree with the decision reached at Step Four or if no answer has been received within ten (10) calendar days, he or she may present the Step Five Appeal in writing to the City Manager. After receiving the Step Five 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 Five decision in writing to the employee within twenty (20) calendar days after receiving the grievance.

(F) Step Six

If the employee does not agree with the City Managers' decision at Step Five, or if no Step Five answer has been received within twenty-five (25) calendar days, the employee may present a Step Six appeal in writing to the City Manager or his or her designee. An employee who chooses to appeal Step Five 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.

46.3 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.

46.4 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.

46.5 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.

46.6 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 47 – LAYOFFS**

47.1 Notification

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

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

#### 47.3 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 4, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur.

#### 47.4 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.

#### 47.5 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.

#### 47.6 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.

47.7 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 48 – 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 49 – 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, 2005 upon acceptance and approval of the City Council.

**PEACE OFFICERS' ASSOCIATION OF PETALUMA**

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Gary Messing  
Labor Representative, Peace Officers'  
Association of Petaluma

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Date

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Steve Johnson  
President, Peace Officers'  
Association of Petaluma

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Date

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David Kahl  
Negotiating Committee, Peace Officers'  
Association of Petaluma

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Date

---

Marlin Christensen  
Negotiating Committee, Peace Officers'  
Association of Petaluma

---

Date

**CITY OF PETALUMA**

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Pamala Robbins  
Human Resources Manager

---

Date

---

David Sears  
Police Captain

---

Date

EXHIBIT A  
Pease Officers Association of Petaluma – Unit 6

Salary Ranges Effective July 1, 2005 through July 2, 2005

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 28.99	\$ 30.44	\$ 31.97	\$ 33.56	\$ 35.24
Police Sergeant	\$ 28.99	\$ 30.44	\$ 31.97	\$ 33.56	\$ 35.24
Police Investigator	\$ 24.28	\$ 25.49	\$ 26.76	\$ 28.10	\$ 29.51
Police Officer	\$ 24.28	\$ 25.49	\$ 26.76	\$ 28.10	\$ 29.51
Evidence Technician	\$ 21.32	\$ 22.39	\$ 23.50	\$ 24.67	\$ 25.92
Police Officer Trainee	\$ 20.07	\$ 21.07	\$ 22.13	\$ 23.24	\$ 24.39
Parking Enforcement Officer	\$ 20.03	\$ 21.03	\$ 22.08	\$ 23.18	\$ 24.34
Community Service Officer	\$ 20.17	\$ 21.19	\$ 22.24	\$ 23.35	\$ 24.52
Public Safety Dispatcher	\$ 22.82	\$ 23.97	\$ 25.16	\$ 26.42	\$ 27.75
Public Safety Dispatcher – Shared Position	\$ 22.82	\$ 23.97	\$ 25.16	\$ 26.42	\$ 27.75

Salary Ranges Effective July 3, 2005 through December 31, 2005 – 9% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 31.60	\$ 33.18	\$ 34.85	\$ 36.58	\$ 38.41
Police Sergeant	\$ 31.60	\$ 33.18	\$ 34.85	\$ 36.58	\$ 38.41
Police Investigator	\$ 26.47	\$ 27.78	\$ 29.17	\$ 30.63	\$ 32.17
Police Officer	\$ 26.47	\$ 27.78	\$ 29.17	\$ 30.63	\$ 32.17
Police Officer Trainee	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.59

Salary Ranges Effective July 3, 2005 through December 31, 2005 – 2% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 23.28	\$ 24.45	\$ 25.66	\$ 26.95	\$ 28.31
Public Safety Dispatcher Shared Position	\$ 23.28	\$ 24.45	\$ 25.66	\$ 26.95	\$ 28.31
Evidence Technician	\$ 21.75	\$ 22.84	\$ 23.97	\$ 25.16	\$ 26.44

Salary Ranges Effective July 3, 2005 through July 1, 2006 – 2% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Community Service Officer	\$ 20.57	\$ 21.61	\$ 22.68	\$ 23.82	\$ 25.01
Parking Enforcement Officer	\$ 20.43	\$ 21.45	\$ 22.52	\$ 23.64	\$ 24.83

Salary Ranges Effective January 1, 2006 through July 1, 2006 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 32.55	\$ 34.18	\$ 35.90	\$ 37.68	\$ 39.56
Police Sergeant	\$ 32.55	\$ 34.18	\$ 35.90	\$ 37.68	\$ 39.56
Police Investigator	\$ 27.26	\$ 28.61	\$ 30.05	\$ 31.55	\$ 33.14
Police Officer	\$ 27.26	\$ 28.61	\$ 30.05	\$ 31.55	\$ 33.14
Police Officer Trainee	\$ 22.54	\$ 23.66	\$ 24.84	\$ 26.09	\$ 27.39

Salary Ranges Effective January 1, 2006 through July 1, 2006 – 2% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 23.75	\$ 24.94	\$ 26.17	\$ 27.49	\$ 28.88
Public Safety Dispatcher Shared Position	\$ 23.75	\$ 24.94	\$ 26.17	\$ 27.49	\$ 28.88
Evidence Technician	\$ 22.19	\$ 23.30	\$ 24.45	\$ 25.66	\$ 26.97

Salary Ranges Effective July 2, 2006 through December 30, 2006 – 4.5% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 34.01	\$ 35.72	\$ 37.52	\$ 39.38	\$ 41.34
Police Sergeant	\$ 34.01	\$ 35.72	\$ 37.52	\$ 39.38	\$ 41.34
Police Investigator	\$ 28.49	\$ 29.90	\$ 31.40	\$ 32.97	\$ 34.63
Police Officer	\$ 28.49	\$ 29.90	\$ 31.40	\$ 32.97	\$ 34.63
Police Officer Trainee	\$ 23.55	\$ 24.72	\$ 25.96	\$ 27.26	\$ 28.62

Salary Ranges Effective July 2, 2006 through December 30, 2006 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 24.46	\$ 25.69	\$ 26.96	\$ 28.31	\$ 29.75
Public Safety Dispatcher Shared Position	\$ 24.46	\$ 25.69	\$ 26.96	\$ 28.31	\$ 29.75
Evidence Technician	\$ 22.86	\$ 24.00	\$ 25.18	\$ 26.43	\$ 27.78

Salary Ranges Effective July 2, 2006 through June 30, 2007 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Community Service Officer	\$ 21.19	\$ 22.26	\$ 23.36	\$ 24.53	\$ 25.76
Parking Enforcement Officer	\$ 21.04	\$ 22.09	\$ 23.20	\$ 24.35	\$ 25.57

Salary Ranges Effective December 31, 2006 through June 30, 2007 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 35.03	\$ 36.79	\$ 38.65	\$ 40.56	\$ 42.58
Police Sergeant	\$ 35.03	\$ 36.79	\$ 38.65	\$ 40.56	\$ 42.58
Police Investigator	\$ 29.34	\$ 30.80	\$ 32.34	\$ 33.96	\$ 35.67
Police Officer	\$ 29.34	\$ 30.80	\$ 32.34	\$ 33.96	\$ 35.67
Police Officer Trainee	\$ 24.26	\$ 25.46	\$ 26.74	\$ 28.08	\$ 29.48

Salary Range Effective December 31, 2006 through June 30, 2007 – 1% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 24.70	\$ 25.95	\$ 27.23	\$ 28.59	\$ 30.05
Public Safety Dispatcher Shared Position	\$ 24.70	\$ 25.95	\$ 27.23	\$ 28.59	\$ 30.05
Evidence Technician	\$ 23.09	\$ 24.24	\$ 25.43	\$ 26.69	\$ 28.06

Salary Ranges Effective July 1, 2007 through December 29, 2007 – 4.5% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 36.61	\$ 38.45	\$ 40.39	\$ 42.39	\$ 44.50
Police Sergeant	\$ 36.61	\$ 38.45	\$ 40.39	\$ 42.39	\$ 44.50
Police Investigator	\$ 30.66	\$ 32.19	\$ 33.80	\$ 35.49	\$ 37.28
Police Officer	\$ 30.66	\$ 32.19	\$ 33.80	\$ 35.49	\$ 37.28
Police Officer Trainee	\$ 25.35	\$ 26.61	\$ 27.94	\$ 29.34	\$ 30.81

Salary Ranges Effective July 1, 2007 through December 29, 2007 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 25.44	\$ 26.73	\$ 28.05	\$ 29.45	\$ 30.95
Public Safety Dispatcher Shared Position	\$ 25.44	\$ 26.73	\$ 28.05	\$ 29.45	\$ 30.95
Evidence Technician	\$ 23.78	\$ 24.97	\$ 26.19	\$ 27.49	\$ 28.90

Salary Ranges Effective July 1, 2007 – 3% Increase


<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Community Service Officer	\$ 21.83	\$ 22.93	\$ 24.06	\$ 25.27	\$ 26.53
Parking Enforcement Officer	\$ 21.67	\$ 22.75	\$ 23.90	\$ 25.08	\$ 26.34

Salary Ranges Effective December 30, 2007 – 3% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Police Investigative Sergeant	\$ 37.71	\$ 39.60	\$ 41.60	\$ 43.66	\$ 45.84
Police Sergeant	\$ 37.71	\$ 39.60	\$ 41.60	\$ 43.66	\$ 45.84
Police Investigator	\$ 31.58	\$ 33.16	\$ 34.81	\$ 36.55	\$ 38.40
Police Officer	\$ 31.58	\$ 33.16	\$ 34.81	\$ 36.55	\$ 38.40
Police Officer Trainee	\$ 26.11	\$ 27.41	\$ 28.78	\$ 30.22	\$ 31.73

Salary Ranges Effective December 30, 2007 – 1% Increase

<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Public Safety Dispatcher	\$ 25.69	\$ 27.00	\$ 28.33	\$ 29.74	\$ 31.26
Public Safety Dispatcher Shared Position	\$ 25.69	\$ 27.00	\$ 28.33	\$ 29.74	\$ 31.26
Evidence Technician	\$ 24.02	\$ 25.22	\$ 26.45	\$ 27.76	\$ 29.19

 The seal of the City of Petaluma, featuring a central figure holding a scale and a sword, surrounded by the text "PETALUMA" and "1858".	<p><b>CITY OF PETALUMA</b> <b>Peace Officers' Association of Petaluma</b> <b>Unit 6 – Employee Grievance Form</b></p>
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This form is to be used by Unit 6 employees to initiate a formal grievance and to seek resolution of a dispute over the interpretation, application, or enforcement of the Memorandum of Understanding (MOU). An employee who wishes to pursue a formal Grievance must first have attempted to resolve the grievance informally through a discussion with his or her immediate Supervisor (Step 1) as outlined in the MOUs Grievance and Appeal Process. Upon completion, this form is to be submitted to the employee's Police Lieutenant.

**To be completed by Employee**

**I. Statement of Grievance and Solution Sought**

To: \_\_\_\_\_ Date Appeal Filed: \_\_\_\_\_  
(Name of Police Lieutenant Appeal is filed with)

Employee Statement of Grievance: (Include specific violations and dates of occurrences): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solution Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor: \_\_\_\_\_ Informal Response Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by Police Lieutenant*

**II. Grievance Appeal - Step 2 – Police Lieutenant**

Date Appeal Received: \_\_\_\_\_ Date of Response: \_\_\_\_\_

Decision Attached: \_\_\_\_\_yes \_\_\_\_\_no

Police Lieutenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by Police Captain*

**III. Grievance Appeal - Step 3 – Police Captain**

Date Appeal Received: \_\_\_\_\_ Date of Response: \_\_\_\_\_

Decision Attached: \_\_\_\_\_yes \_\_\_\_\_no

Police Captain's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by Police Chief*

**IV. Grievance Appeal - Step 4 – Police Chief**

Date Appeal Received: \_\_\_\_\_ Date of Response: \_\_\_\_\_

Decision Attached: \_\_\_\_\_yes \_\_\_\_\_no

Police Chief's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by the City Manager*

**V. Grievance Appeal Step 5 – City Manager**

Date Appeal Received: \_\_\_\_\_ Date of Response: \_\_\_\_\_

Decision Attached: \_\_\_\_\_yes \_\_\_\_\_no

City Manager (or designee's) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To be completed by the Employee*

**VI. Grievance Appeal Step 6 - Personnel Board or Arbitration**

Date Appeal Filed with the City Manager: \_\_\_\_\_

I elect to appeal my grievance to the Personnel Board: \_\_\_\_\_ Arbitration: \_\_\_\_\_

I understand that my election of either the Personnel Board or Arbitration is an unequivocal and unconditional waiver of the right to proceed under the alternative election.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_