

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF SAUSALITO**  
**And**  
**SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP,**  
**IAFF LOCAL 1775**

**JULY 1, 2007 – JUNE 30, 2008**

This Memorandum of Understanding has been arrived at as result of meeting and conferring in good faith under the provisions of Section 3500-3509 of the Government Code of the State of California. The terms of this MOU shall go into effect July 1, 2007 and shall terminate upon the earlier to occur of: (1) June 30, 2008; or (2) the date of the termination of the Agreement Between the City of Sausalito and Southern Marin Fire Protection District to Provide Fire Protection Services (the ‘SMFPD Agreement’). In the event that the SMFPD Agreement is terminated, the terms and provisions of this MOU shall no longer be of any force and effect and the terms and conditions of the MOU between the City of Sausalito and the Southern Marin Professional Firefighters, Sausalito Group, IAFF Local 1775 in existence immediately prior to the SMFPD Agreement Effective Date shall automatically go back into effect.

The Southern Marin Professional Firefighters, Sausalito Group, IAFF Local 1775, (the ‘Association’) is the formally recognized employee organization for the Firefighters’ representation unit. The following classifications are represented by this unit:

Fire Captain  
Fire Lieutenant  
Engineer  
Firefighter  
Engineer/Paramedic  
Firefighter/Paramedic

The classification of Lieutenant shall be eliminated through attrition. Until such time as the three (3) positions which have existed are eliminated, there shall be a salary structure included in the MOU for the Lieutenant classification, and the Lieutenant position shall be represented by this unit.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said representation unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Should, at any time, the City of Sausalito find that a financial emergency affects the ability of the City to furnish adequate fire protection services, the City will advise all bargaining groups and meet and confer on the ramifications of the financial emergency.

This Memorandum of Understanding shall be presented to the Sausalito City Council for ratification as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on July 1, 2007 and ending upon the earlier to occur of: (1) June 30,2008; or (2) the termination of the SMFPD Agreement.

**1. Salaries:**

The salary plan shall outline the salary structure for the classifications represented by the Association to reflect current salaries effective on December 2, 2007 for all such classifications, and the salaries shall be paid bi-weekly. The monthly salaries effective on December 2, 2007 and for the remaining term of this Memorandum of Understanding for the various classifications in the representation unit are listed on Attachment A, and Attachment A is hereby incorporated in and made a part of this Memorandum of Understanding.

Each pay period shall begin at 12:01 A.M. Sunday and continue up to and including 12:00 midnight Saturday two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during that payroll period. There are twenty-six (26) pay periods per year.

Each pay period, the City shall pay each employee for one hundred twelve (112) hours of straight time. The number of hours actually worked will be recorded and a record will be kept by the City. Each pay period, a report which shows the cumulative balance of hours that each employee has worked either over or under what they have been paid since the beginning of the fiscal year will be generated and provided to the Fire Chief.

At the end of the fiscal year, the City shall reconcile hours paid each employee versus hours each employee worked to insure the employee's compensation is accurate for the year. If the City owes the employee additional compensation, the City will perform a special pay run for the amount owed at the end of June.

Each employee who has been overpaid shall be notified by the City. The employee may pay the City by cashing in accrued vacation leave, compensatory time, or using an agreed upon, written payment schedule with the Finance Department, not to exceed eight payrolls. After notice, the employee will have thirty (30) days to specify the method for payment to the City. If the City does not receive a response from the employee, the City will cash in accrued vacation leave. If no vacation leave is available, the City will divide the amount owed by eight (8) and deduct from the eight (8) payrolls beginning with the second payroll in August.

Upon termination of employment, the reconciliation of actual hours worked versus hours paid will take place with the final paycheck.

**2. Basic Rate of Pay**

The basic rate of pay equals:

A) Base monthly salary times twelve (12), equals annual salary.

- B) Annual salary, divided by annual two thousand eighty (2,080) hours scheduled, equals base hourly rate.
- C) Annual salary, divided by fifty-two (52) weeks, divided by weekly hours scheduled, equals base hourly rate.

**3. Salary and Wage Plan for Firefighter:**

Step 1: The first (1<sup>st</sup>) step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Sausalito City Manager may authorize original appointment, reinstatement or re-employment at a step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Sausalito City Manager in advance of any such salary offer.

Step 2: Employees shall be granted this adjustment after the completion of six (6) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify an advancement to the second (2<sup>nd</sup>) step should be released.

Step 3: The third (3<sup>rd</sup>) step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 shall be granted this step.

Step 4: This step shall be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the third (3<sup>rd</sup>) step.

Engineer: An employee shall be granted an adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fourth (4<sup>th</sup>) step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Sausalito City Manager.

**4. Salary and Wage Plan for Firefighter/Paramedic**

Step 1: The first (1<sup>st</sup>) step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Sausalito City Manager may authorize original appointment, reinstatement or re-employment at a step other than the first (1<sup>st</sup>) step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first (1<sup>st</sup>) step without first submitting written justification to and receiving written approval from the Sausalito City Manager in advance of any such salary offer.

Step 2: Employees shall be granted this adjustment after the completion of six (6) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify an advancement to the second (2<sup>nd</sup>) step should be released.

Step 3: The third (3<sup>rd</sup>) step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 shall be granted this step.

Step 4: This step shall be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the third (3<sup>rd</sup>) step.

Engineer: An employee shall be granted an adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fourth (4<sup>th</sup>) step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Sausalito City Manager.

Persons in this classification will receive reimbursement from the City of Sausalito for the maintenance of their Paramedic license. The City will reimburse the employee up to forty-eight (48) hours every two (2) years at the rate of one and one-half (1-1/2) times their hourly rate.

**5. Salary and Wage Plan for Lieutenant:**

As previously noted, the classification of Lieutenant, which has existed in the Sausalito Fire Department, shall be eliminated through attrition. The Lieutenant classification shall be a single step.

**6. Salary and Wage Plan for Captain:**

Step 1: The first (1<sup>st</sup>) step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Sausalito City Manager may authorize original appointment, reinstatement or re-employment at any step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first (1<sup>st</sup>) step without first submitting written justification to and receiving written approval from the Sausalito City Manager in advance of any such salary offer.

Step 2: The second (2<sup>nd</sup>) step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 1 shall be granted this step.

Notwithstanding the foregoing, until such time as the Lieutenant positions are eliminated through attrition and upon the recommendation of the Fire Chief and approval of the Sausalito City Manager a Lieutenant may be considered for advancement directly to Captain, Step 2. Any other advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Sausalito City Manager.

**7. Minimum Staffing:**

The minimum daily staffing level for the Sausalito Fire Department is five (5) uniformed safety members:

One (1) – Company Officer (Captain or Lieutenant) or qualified Acting Company Officer

One (1) – Engineer/Paramedic or Firefighter/Paramedic

Three (3) – Engineers or Firefighters authorized to drive/operate fire apparatus

**8. Hours of Work, Location and Promotional Opportunities:**

The weekly duty schedule is a two (2) x four (4) schedule (forty-eight (48) hours on/ninety-six (96) hours off), with a three (3) platoon system. In the case where one shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> of the same year, the shift assigned to work December 23<sup>rd</sup> will be assigned to work December 24<sup>th</sup>. The shift originally scheduled to work December 24<sup>th</sup> will be reassigned to work December 23<sup>rd</sup>.

If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Agreement shall meet and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacations and sick leave.

Employees will be assigned to work at fire station(s) within the City and/or the SMFPD at the direction of the Chief and/or Company Officer.

Promotional opportunities in both Sausalito and SMFPD will be open to employees of both agencies to the extent provided for in the SMFPD Agreement.

**9. Dues Deduction:**

Upon submission to the City of Sausalito of a proper written authorization by the employees, the City agrees to deduct Union dues from the paycheck of each Union member on a monthly basis and to remit said monies and the names of those employees for whom dues are being deducted to the Union. Such remittance shall be made on a monthly basis.

**10. Overtime:**

(A) Overtime hours worked will be compensated by payment as outlined in paragraphs (B) and (C) below. In the event the funds budgeted for overtime is exhausted, employees shall receive compensatory time off at the applicable rate.

(B) Employees who are assigned by a Chief Officer to work a full or partial shift on a non-emergency basis, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the individual employee's regular hourly rate of pay.

(C) Employees who are called back to duty by a Chief Officer or his or her designated subordinate in an emergency situation and do so report shall be compensated at the rate of one and one-half (1-1/2) times the individual employee's regular hourly rate of pay. It is further provided that employees who are called back for an emergency situation and do so report shall receive a minimum of two (2) hour's work, or if two (2) hour's work is not furnished, a minimum of two (2) hour's pay at the rate herein provided.

(D) Compensatory time: the employee may choose to receive any overtime worked as wages or compensatory time off. Both will be calculated at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Wages will be distributed during the appropriate pay period. Compensatory time may be accrued to a maximum of ninety-six (96) hours. Compensatory time off must be requested by the employee in writing and approved by the Shift Commander. This time off may not create overtime. Upon separation from employment (i.e. retirement) accrued compensatory time will be paid to the employee at their current hourly rate.

**11. Fair Labor Standards Act (FLSA):**

For the purposes of the Fair Labor Standards Act overtime, vacation, sick leave and compensatory time off shall be considered time worked. A 2.7% (two and seven tenths) premium shall be paid per pay period based upon the base salary to all employees covered by this agreement.

The Association agrees that the payment set forth above shall constitute full compliance with the Fair Labor Standards Act.

**12. Medical Insurance**

Medical insurance shall be provided by the Kaiser Foundation Health Plan, Inc., coverage "S" for all employees covered by this MOU and their dependents. Said coverage shall be financed by the City.

The City recognizes employees have additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent and Buyer Classic Plan V. The cost of these options over and above the cost of the Kaiser Plan, family rate is to be borne by the employee.

The City will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee only premium at the

Kaiser rate) if the employee withdraws himself/herself from the health coverage provided and signs a waiver which ensures a complete understanding of the employee's choice. Such payment shall be made through payroll and reported as additional compensation for income tax purposes.

**13. Dental Insurance**

Dental Insurance shall be carried by Met Life with an orthodontic benefit included. This plan covers all employees represented by this MOU and their dependents. The City and Union may consider an alternate insurance provider which provides a comparable benefit package during the term of this agreement.

**14. Retirement**

**14.1 PERS Retirement**

The City shall continue to contract with the California Public Employees' Retirement System (PERS) for the local safety members 3% @ 55 plan, with single highest year, sick leave conversion, 1959 survivors benefit and military service credit.

The City will continue to pay the employee's nine percent (9%) PERS contribution.

**14.2 Retiree Sick Leave Conversion:**

Employees who retire with a PERS retirement may: (a) convert all unused accumulated sick leave to additional service credit; or (b) be paid in cash for maximum of four hundred eighty (480) hours of sick leave and convert the remaining unused balance (excluding the number of hours paid in cash) to additional service credit.

**14.3 Retiree Medical Benefit:**

Employees who retire from City service under the provisions of the California Public Employees' Retirement System may continue receiving health insurance under the City's Health Insurance Plans if they so elect. If there are any payments due to the City under this Section, such payments must be received by the Finance Department no later than the 10<sup>th</sup> day of the month for the month so covered.

Employees who were members of the California Public Employees' Retirement System through the City of Sausalito for twenty (20) or more years, and who were of the age of fifty (50) years or more upon retirement, prior to the expiration of this agreement, shall continue to have their monthly health insurance premium paid in full by the City until death. Effective with the City Council ratification of this agreement, employees who have been members of the California Public Employees' Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, shall receive the equivalent value of employee only Kaiser monthly health insurance premium paid in full by the City, until death. However, all retired employee shall be required to pay one hundred percent (100%) of the cost of his/her spouse and eligible dependent children if he/she desires to continue them on the

policy. The spouse and eligible dependent children may continue on the policy after the death of the employee, providing the spouse pays for such continuance. All retiree medical benefits will be coordinated with Medicare and Medicaid to achieve the greatest cost savings to the City with no diminishment in the quality of medical service provided to the retiree and with no increase in cost to the retiree.

Alternatively, employees who have been members of the California Public Employees' Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, may, in lieu of City-paid medical coverage, opt to receive a cash payment equal to the lesser of \$175 (one hundred seventy-five dollars) per month or the PERS Kaiser rate applicable to the retiree.

**15. Vacation**

Employees shall earn vacation credit at the following rates dependent upon years of service:

	<b><u>Working Hours Earned/Pay Period</u></b>	<b><u>Working Hours Earned/Year</u></b>	<b><u>Working Shifts Earned/Year</u></b>
Prior to completing 5 years	7.38	192	8 24hr shifts
After completing 5 years	10.15	264	11 24hr shifts
After completing 10 years	11.08	288	12 24hr shifts
After completing 15 years	12.00	312	13 24hr shifts
After completing 20 years	12.92	336	14 24hr shifts

Probationary employees shall start earning vacation leave on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full pay period following their appointment to a regularly authorized position. On the first day of the seventh (7<sup>th</sup>) calendar month following their appointment to a regularly authorized position, vacation shall be available to all probationary and permanent employees. Vacations shall consist of at least one (1) shift per vacation. Vacation shall be earned bi-weekly and recorded in the books by the number of hours earned.

The times during which an employee may take vacations shall be determined by the department head, provided that if the requirements of City service are such that part or all of an employee's vacation must be deferred beyond a particular fiscal year, the employee may take the vacation during the following fiscal year.

It is the policy of the City that employees take their normal vacation each year; provided, however that for reasons deemed sufficient by the department head, an employee may take less than the normal vacation one (1) year with a correspondingly longer vacation the following year.

In the event an employee is not able to take all of the vacation to which he/she is entitled in a fiscal year, the employee shall be permitted to accumulate the unused portion to his credit. However, on June 30th of any fiscal year, the employee shall not have a total credit of more than fourteen (14) twenty-four (24) hour shifts of vacation time accrued.



Any vacation time in excess of the maximum shall be paid to the employee on the last payroll in June.

Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation that has been earned in accordance with this Memorandum of Understanding prior to the termination.

**16. Deferred Compensation**

The City will contribute a total of four percent (4%) of the employee's base salary to the Deferred Compensation Plan. In the event future revenue projections fail to meet current expectations, the City reserves the right to re-negotiate said contributions to the employee's Deferred Compensation Plan.

**17. Long Term Disability**

Coverage shall be paid by the City for each employee for participation in the Long Term Disability Plan by the California Association of Professional Firefighters. The premium dollar amount \$16.00 (sixteen dollars) will be included in the employee's base salary, then deducted for the monthly premium.

**18. Long Term Care**

Coverage shall be paid by the City for each employee for participation in the Long Term Care Plan by the California Association of Professional Firefighters. The premium dollar amount - \$36.64(thirty six dollars and sixty-four cents) - will be included in the employee's base salary, then deducted for the monthly premium.

**19. Vision Care**

The City will provide employees with a vision care plan which provides for a comprehensive eye examination as well as prescription glasses/contact lenses as provided in the Vision Care Policy.

**20. Life and Accidental Death and Dismemberment Insurance**

Probationary and regular employees shall receive Life and Accidental Death and Dismemberment Insurance under the City's Plan. The life insurance coverage for each employee will be -\$50,000- (fifty thousand dollars).

**21. Holiday Pay**

For employees in the classifications specified in Attachment A, the City shall pay for the recognized holidays whether scheduled on or off duty, by the following formula: Twelve (12) hours per holiday (one-half shift) at the employee's regular hourly rate of pay. The following days shall be paid holidays:

1. The first day of January (New Year's Day)
2. The third Monday in January (Martin Luther King's Birthday)
3. The twelfth day of February (Lincoln's Birthday)
4. The third Monday in February (Washington's Birthday)
5. The last Monday in May (Memorial Day)
6. The fourth day in July (Independence Day)
7. The first Monday in September (Labor Day)
8. The ninth day of September (Admission Day)
9. The second Monday in October (Columbus Day)
10. The eleventh day of November (Veterans Day)
11. The fourth Thursday in November (Thanksgiving Day)
12. The fourth Friday in November (Day after Thanksgiving Day)
13. The twenty-fifth day of December (Christmas Day)

Additionally, every day appointed by the President of the United States or the Governor of the State of California for public fast, Thanksgiving or holiday shall be a paid holiday.

The City will pay for the seven (7) holidays that occur between July 1 and November 30 (Independence Day, Labor Day, Admission Day, Columbus Day, Veterans Day, Thanksgiving Day, and the Day after Thanksgiving Day) with the first paycheck following the Day after Thanksgiving Day holiday. The City will pay for the six (6) holidays which occur between December 1 and June 30 (Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, and Memorial Day) with the first paycheck following Memorial Day.

## **22. Sick Leave**

Employees shall accrue 5.54 (five and fifty-four hundredth) hours of sick leave per pay period. Probationary employees shall start accruing sick leave on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full pay period following their appointment to a regularly authorized position. On the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) calendar month following their appointment to a regularly authorized position, all probationary and permanent employees shall be entitled to receive sick leave with pay. Sick leave shall be accrued bi-weekly and recorded in the books by the number of hours accrued.

Sick leave may be taken for the following purposes:

1. Employee's illness or injury: A doctor's certificate indicating that absence from work was necessary as a result of the illness or injury shall be required for any sick leave extending more than three (3) twenty-four (24) hour shifts; or at the department head's discretion for any sick leave extending for more than one (1) twenty-four (24) hour shift.
2. An employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner: Leaves for this purpose are limited to emergencies only. Except in emergencies, employees shall schedule routine medical appointments capable of advance scheduling so that they occur on regular days off.

3. Providing necessary care for an ill or injured member of the immediate family. Absences of more than one (1) working day or shift for this reason requires a doctor's statement, indicating that the employee's presence was required at home. Leaves for this purpose shall be granted in accordance with the requirements of State and federal law.
4. An employee shall be eligible to use two (2) shifts, charged to sick leave, after a birth or adoption of a child into the employee's immediate family, provided this leave benefit is within the terms of state and federal family leave laws.

If a probationary or regular employee takes sick leave due to a physical condition for which he/she receives workers' compensation, he/she will endorse all paychecks received for workers' compensation over to the City. The dollar amount of the endorsed paycheck shall be divided by the employee's hourly equivalent wage rate to determine the number of hours of sick leave to be reimbursed to the employee computed to the nearest one quarter (1/4) of an hour or portion thereof.

Sick leave accrual is unlimited. Sick leave may not be "cashed out" except as set forth in Section 14.2.

**23. Jury Duty Leave:**

A probationary or permanent employee shall be granted leave of absence with full pay for (1) jury service or (2) attendance in court resulting from their official duties. In the event an employee receives extra compensation in the form of an appearance allowance or a salary or wage allowance for such duty, any such allowance shall be endorsed over to the City.

**24. Bereavement Leave:**

In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a period not to exceed the following:

Death of spouse or child	Three (3) shifts
Death of a parent or sibling	Two (2) shifts
Death of grandparent, aunt, uncle, niece, nephew	One (1) shift

For purposes of this section, registered domestic partners shall be equivalent to a spouse and step and foster parent/child relationships which have been equivalent to natural relationships will be treated the same as parents/children. Additional days may be approved by the department head if warranted by special circumstances.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of arranging and/or attending funeral and memorial services and attending to legal issues relating to the death. Such leave shall not be charged against vacation or sick leave to which an employee may be entitled but shall be in addition thereto.

**25. Catastrophic Leave:**

The City has established a Catastrophic Leave Bank to allow employees to transfer earned compensatory time or vacation leave to another employee. Such transfer of time shall be limited to situations where the recipient of the transfer is, by reason of illness or injury, threatened with the loss of earnings due to his/her exhaustion of employment benefits. Such time transfer request must be in writing, and subject to the approval of the City Manager or designee. Such approval shall not be unreasonably denied. Such transfer shall be credited to the recipient at the donor's rate of pay. The use or receipt of time so transferred shall not preclude possible medical separation of the recipient employee. The City reserves the right to require medical verification by a qualified medical practitioner of the recipient employee's medical condition. While on catastrophic leave the employee shall continue to accrue benefits.

**26. Uniform Maintenance Program:**

The City will provide \$225.00 (two hundred and twenty-five dollars) annually to each employee for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved firefighting uniforms as needed (i.e. nomex uniform shirt, nomex pants, belt and boots).

**27. Personnel Rules and Grievance Procedure:** The City shall utilize the same personnel rules as the SMFPD with the exception of Grievances and Disciplinary Actions which shall be governed by the City of Sausalito personnel rules and the following provisions of this Section 25 with respect to Grievances and Section 26 with respect to Disciplinary Actions.

**27.1 Definition**

A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding or any addenda or supplementary letter attached to this Memorandum of Understanding.

**27.2 Procedure**

A grievance shall be filed according to the following procedures:

**Step 1.** The Association, on behalf of any employee who believes that he/she has a grievance may, within sixty (60) calendar days of the event giving rise to the grievance, present the grievance informally, either orally or in writing, to the immediate supervisor involved in the event. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect. If the grievance is not resolved orally, the supervisor shall give a written answer to the Association within ten (10) calendar days from the receipt of the grievance by the supervisor. When the immediate supervisor is also the department head, the grievance shall be presented directly as provided in Step 2.

**Step 2.** If the grievance is not resolved with the immediate supervisor, the Association may, within five (5) calendar days from receipt of the supervisor's answer, forward the grievance in writing to the department head for consideration. If the grievance is

not submitted to the department head within five (5) calendar days from the date of receiving the decision from the immediate supervisor, the immediate supervisor's decision shall be final and binding. In the event that the immediate supervisor is also the department head, the grievance may, within sixty (60) calendar days of the event giving rise to the grievance, be presented to the department head. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect. Answer to the grievance shall be made in writing by the department head, after conferring with the Association, within fifteen (15) working days from receipt of the grievance.

**Step 3.** If the department head does not resolve the grievance, the grievance may be forwarded within ten (10) calendar days to the City Manager for final disposition.

**OR**

At the Association's request, the matter may be referred to a disinterested third party selected from a list of ten (10) candidates provided by the State Mediation and Conciliation Service. If the parties cannot mutually agree on the party to be selected, it shall be determined by lot which party may first strike a name from the list. The parties shall alternately strike one (1) name, and the last name remaining shall be selected. Each side will bear its own costs for said mediation, and the actual cost for the service will be shared equally between the City and the Association. The report of the disinterested third party shall be advisory only and shall not be binding.

**Step 4.** The report of the disinterested third party shall be submitted to the Association and to the City Manager. The City Manager shall consider the report of the disinterested third party and, within ten (10) working days, notify the Association in writing whether or not his or her previous position has been modified.

**Step 5.** If the Association is not satisfied with the City Manager's position in response to the report of the disinterested third party, the Association may, within ten (10) calendar days, submit a written request for a hearing before the City Council. Upon such a request the City Council shall schedule a hearing within thirty (30) calendar days. The decision of the City Council shall be final.

### **27.3 Extension of Time Limits**

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

### **27.4 Compensation Complaints**

All complaints involving or concerning the payment of compensation after the effective date of this Memorandum of Understanding shall be initially filed in writing with the department head. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding,

shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

### **27.5 No Change in Memorandum**

Proposals to add to or change this Memorandum of Understanding, or written agreements or addenda supplementary hereto, shall not be considered under this section, and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be considered under this Section.

## **28. Disciplinary Action:**

### **28.1 Notice**

The City Manager upon recommendation of the Fire Chief may dismiss, suspend or demote an employee for just cause. Examples of just cause are as follows:

- A) The commission of a felony or misdemeanor.
- B) Habitual indulgence in narcotics or drugs.
- C) Using intoxicants in violation of SMFPD or City orders.
- D) Neglect of duty.
- E) Disobedience of or failure to comply with SMFPD or City orders as defined herein.
- F) Absence from duty without leave.
- G) Conduct unbecoming an employee of the City which might be detrimental to the service.
- H) Accepting or soliciting a bribe.
- I) Immoral acts as defined by law.
- J) Appropriating any lost, found, stolen, SMFPD, City, or evidence property to their own use.
- K) Falsification of reports, records or communications.
- L) Improper political activity that may conflict with SMFPD's or City's mission statement.
- M) Feigning sickness or injury to escape duty.
- N) Rough or careless handling of SMFPD or City property.
- O) Insubordination.
- P) Failure to report truthfully when ordered.
- Q) Incompetence or non-performance of duty.
- R) Any other act or omission contrary to the good order and discipline of the City.

When the City Manager, demotes, suspends for more than two (2) shifts, or dismisses a permanent employee, written notice of the action and the reasons therefore, as provided in the City's personnel rules, shall be given to the employee.

## **28.2 Appeal Procedure**

Within ten (10) calendar days after submission of the notice of the demotion, suspension, or dismissal, the employee may submit a written reply and/or request for hearing to the City Manager in response to the charges made against him. The City Manager shall schedule, within thirty (30) calendar days before an appeals board of three (3) department heads, or, alternatively, if requested, refer for hearing to a disinterested hearing officer selected from the State Conciliation Service of the Office of Administrative Hearings.

If the employee submits the reply, and request for an appeals board hearing, three (3) department heads (excluding the department head imposing discipline) shall conduct a hearing. The hearing may be continued from time to time, and at the conclusion thereof the appeals board may either affirm, modify or revoke the disciplinary action, provided, however, that if the decision to modify the disciplinary action, such modification can only reduce the consequences to the employee.

Procedures governing the hearing shall include, but not be limited to: testimony under oath; the right of cross-examination and to confront adversary witnesses; the right to representation; the exclusion from the hearing room, of any witnesses not at the time under examination; and the issuance of a formal decision. The decision of the appeals board shall be final.

Alternatively, if the employee submits the reply, and request, where termination, suspension, or demotion is the disciplinary action from which appeal is sought, the employee may request that the appeal to the appeals board first be heard by a disinterested hearing officer who after conducting such hearing shall make findings and a recommendation to the appeals board. The appeals board shall review the findings and recommendation of the hearing officer and shall either adopt, modify or reject the recommended discipline. The decision of the appeals board shall be final.

## **29. Layoff and Rehire:**

### **29.1 Layoff Procedure**

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or efficiency or in the interest or mandate of the public, the City Council may abolish any position or employment in the competitive service, and the employee holding such position or employment may be laid off. Layoffs shall be by job classification according to reverse order of seniority as determined by total full-time employment with the City and ability to perform the remaining duties or job.

An employee occupying a higher classification, whose position is eliminated, may elect to displace an employee in a lower classification provided that the two (2) classifications are in the same general family of jobs and responsibilities. Further the basic qualifications of the lower position must be met by the employee electing to fill the lower classification and the employee must have more total City service than the displaced employee.

### **29.2 Notice of Layoff**

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

### **29.3 Re-employment**

The names of permanent and probationary employees who are laid off or demoted in lieu of layoff shall be placed upon reemployment lists for one (1) year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made. Placement on the reemployment list for a given class shall be in the reverse order of layoff from the class, i.e. the last person laid off shall be first on the list, the second-to-last person laid off shall be second, and so on. Such reemployment list(s) shall take precedence over all other employment lists for the same classifications when vacancies are to be filled. Persons appointed to permanent positions of the same or similar classifications as that from which laid off or demoted shall, upon such appointment, be dropped from the list. The City shall notify the person in writing of the offer for reemployment and the date by which he/she must respond. Such notice shall be sent to the last address provided to the City by the employee.

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of the acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to reemployment and be removed from the reemployment list. Whenever a person is unavailable for reemployment, the next person who is eligible on the reemployment list shall be offered reemployment in the same manner and under the same conditions as above.

Permanent employees reappointed to the class from which laid off or demoted will not be required to undergo a new probationary period. Employees who had not completed their probationary period in the class from which laid off or demoted shall upon reappointment to such class:

1. Serve the remainder of the probationary period if at the time of layoff or demotion the employee completed six (6) or more months (three (3) months on a promotional probation) of the probationary period; and,
2. Start a new probationary period if at the time of layoff or demotion the employee completed less than six (6) months (three (3) months on a promotional probation) of the probationary period.

Former employees appointed from a reemployment list shall receive a rate of pay at least equal to the rate received at the time of layoff (provided such rate does not exceed the maximum rate established for the class) and shall be restored all rights accorded prior to being laid off such as credit for years of service, for vacation, and for sick leave. However, such re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

### **29.4 Voluntary Changes in Classification**

Employees desiring to voluntarily change classifications may do so with the approval of the City Manager if a vacant position exists in which the employee is qualified to perform in the same or lower classification.

## **30. Probationary Period:**

### **30.1 Classification of Employees**



A probationary or permanent full-time employee is defined as an employee in a regularly authorized position who is required to be brought into membership in the State Public Employees Retirement System. Probationary or permanent full-time employees shall be compensated at the monthly rates described in sections of the Memorandum of Understanding and such employees are entitled to all employee benefits, in accordance with the various provisions of this Memorandum of Understanding.

### **30.2 Probationary Period**

All appointments to positions shall be tentative subject to a probationary period. The probationary period for original appointments shall be for a period of eighteen (18) months and the period for promotional appointments shall be one (1) year. Individual probationary periods may be extended with good cause upon the request of the department head.

During the original probationary period an employee may be separated from City service without the right of appeal, except as mandated by state or federal law. Notification of separation, in writing, shall be served on the probationer.

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed unless he/she is discharged for cause.

### **31. Educational Incentive:**

The following educational incentive plan has been adopted:

- A) A 2-1/2% (two and one-half percent) of the monthly base salary per month pay incentive for current employees with a thirty (30) unit vocational Fire Science Certificate.
- B) A 5% (five percent) of the monthly base salary per month pay incentive for employees holding an AA/AS Degree in Fire Science from an accredited college or university. This is not in addition to the above 2-1/2% (two and one-half percent) for a thirty (30) unit certificate.
- C) A 2-1/2% (two and one-half percent) of the monthly base salary per month pay incentive for employees holding a Fire Officer I Certificate from the State Board.
- D) A 1% (one percent) of the monthly base salary per month pay incentive for employees holding a Chief Officer Certificate from the State Board of Fire Services.
- E) A 2% (two percent) of the monthly base salary per month pay incentive for employees holding a Bachelor's Degree in a field related to the fire service (as approved by the Fire Chief).

### **32. Pay for Work Out of Classification:**

An employee who is assigned by the Fire Chief or his or her designee to perform the duties of a higher classification shall be paid at Step 1 of the higher classification for hours worked in said higher classification.

**33. Physical Fitness:**

A Physical Fitness Program, referred to as the Wellness/Fitness Initiative, has been devised in an effort to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries. As with any such program, the returns to the employee are in direct proportion to the effort and enthusiasm with which he/she participates in the program. The following procedures and recommendations are based on available medical information and experience and have been developed to promote the general health, welfare and longevity of City personnel. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service.

**33.1 Administration:**

The program will be administered by a bipartite committee of four (4) individuals, two (2) selected by the Fire Chief and two (2) selected by the Association. This Committee will have overall responsibility for administration of the program including recommending program consultants, hearing appeals by employees, recommending alterations, amendments or individualized exceptions to the Plan and proposing recommended discipline to the Fire Chief for employees who fail to meet prescribed ranges. A quorum of the Committee shall consist of all four (4) Members, and action can only be taken by a majority of the quorum. In regards to discipline, no discipline may be imposed by the Fire Chief which is greater than that agreed upon by the Committee, although the Fire Chief may impose a lesser form of discipline if he/she so elects.

It is further provided that discipline cannot be imposed upon any employee hired prior to July 1, 2006 except if said employees fails to participate in said program by:

- A) Failing to show up for scheduled appointments.
- B) Does not make a bona fide effort during the testing process.

**33.2 Injuries:**

Any injuries suffered by a participant while participating in the program shall be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered to be primarily recreational such as team sports, skiing, etc.

**33.3 On-duty Participation:**

All testing, qualification, re-testing and any required medical examination or treatment shall be performed while the employee is on-duty, or, if that is not feasible, the employee shall be compensated at the overtime rate.

**33.4 Physical Prescriptions:**

Recognizing fiscal limitations, upon employee request and recommendation of the Bipartite Committee, the City shall make available at Employer expense a physical prescription which is directly related to achieving program criteria.

### **33.5 Physical Fitness Components:**

Subject to "individualization" of the following elements by the Committee at the request of an employee and/or his/her physician or the Employer (related to the employee's age, height, weight, prior injuries or any medical limitations); the following components will be included:

- 1) Resting heart rate;
- 2) Resting blood pressure;
- 3) Blood test for cholesterol levels;
- 4) Body fat measurement;
- 5) An event determined by the Committee to measure physical agility and limited aerobic capacity;
- 6) An upper body strength test (consisting, perhaps, of a combination of lifting and dynamometer tests);
- 7) Test of trunk strength/extension/flexibility.

The test described in Paragraph 31.5 shall be administered annually; if an employee fails to meet prescribed ranges in any of the components listed above, the employee shall be allowed another opportunity to retake and pass the test within four (4) months before any administrative action is proposed or taken against him/her.

### **33.6 Evaluations:**

Failure of an employee to successfully meet the program criteria shall not, in and of itself, constitute grounds for an adverse personnel evaluation.

All parties should recognize that this undertaking may need alteration, amendments, and revisions as it goes along and that should be understood to be the basic responsibility of the Bipartite committee, obviously subject to that requirement that if any substantial changes are proposed in the program format, that would constitute an item for meet and confer between the City and the Association.

## **34. Drug and Alcohol Testing Policy and Procedures:**

### **34.1 Policy:**

The City and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs

shall not be permitted at the City's or the Southern Marin Fire Protection District's work sites and/or while an employee is on duty.

### **34.2 Informing Employees about Drug and Alcohol Testing:**

All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting the City Manager, Fire Chief, their shop steward, an officer of their Union, or the Union attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

### **34.3 Employee Testing:**

Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the City or Southern Marin Fire Protection District may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

- A) Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or
- B) An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or
- C) An arrest or conviction of a drug related offense; or
- D) Involvement in a physical altercation while on duty.

### **34.4 Sample Collection:**

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen

must be agreed to between the Union and the City and the Southern Marin Fire Protection District.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the City and Southern Marin Fire Protection District agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City and Southern Marin Fire Protection District agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in an evidence locker at the Marin County Sheriff's Department, main office at the Civic Center in San Rafael. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

### **34.5 Drug Testing:**

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites <sup>1</sup>	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

<sup>1</sup> If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites <sup>1</sup>	15 ng/ml
Cocaine metabolites <sup>2</sup>	150 ng/ml

**Opiates**

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25ng/ml

**Amphetamines**

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

<sup>1</sup> *Delta-9-tetrahydrocannabinol-9-carboxylic acid*

<sup>2</sup> *Benzoyllecgonine*

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

**34.6 Alcohol Testing:**

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

**34.7 Medical Review Physician:**

The Medical Review Physician shall be chosen and agreed upon between the Union and the City and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test

results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

#### **34.8 Laboratory Results:**

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed his review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public.

#### **34.9 Testing Program Costs:**

The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The City shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

#### **34.10 Rehabilitation Program:**

Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor. (The EAP Program selected for use in conjunction with this policy will be one agreed to by the City and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be re-tested once every quarter for the following twenty-four months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to re-testing as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to re-testing, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random re-testing for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

#### **34.11 Duty assignment after treatment:**

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

**34.12 Right of Appeal:**

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

**34.13 Union Held Harmless:**

The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**34.14 Changes in Testing Procedures:**

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.



**SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP  
EMPLOYEES  
CONSENT AND RELEASE FORM  
FOR DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of, have been duly informed, and understand the City of Sausalito's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the City of Sausalito's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the City.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspice of a Medical Review Physician. I understand that the medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Chief and Sausalito City Manager being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the City of Sausalito's Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the City of Sausalito.

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Printed or Typed Name of Employee

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Signature of Employee

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Date

**35. No Discrimination:**

There shall be no discrimination of any kind because of race, creed, color, national origin, ancestry, sex, marital status, political or religious opinion or activities, Association activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by state and federal law, age, physical or mental disability or medical condition. Nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on City time or with City or SMFPD equipment or supplies, except as otherwise provided in this Memorandum of Understanding.

**36. Severability of Provisions:**

Should any provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

**37. Strikes and Lockouts**

During the term of this Agreement the Employer agrees that it will not lockout employees, and the Union agrees that it will not encourage or approve any strikes, slowdowns, or other work stoppage growing out of any dispute relating to the terms of this agreement.

Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this article.

**38. Duration of Agreement**

This agreement shall be effective July 1, 2007 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2008. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

The following parties hereby have executed this Memorandum of Understanding on the \_\_\_\_\_ day of \_\_\_\_\_, 2007:

**SOUTHERN MARIN PROFESSIONAL  
FIREFIGHTERS, SAUSALITO GROUP,  
IAFF, LOCAL 1775**

**CITY OF SAUSALITO**

By:

\_\_\_\_\_  
Matthew Bouchard, IAFF

\_\_\_\_\_  
Adam Politzer, City Manager

By:

\_\_\_\_\_  
Douglas Paterson, IAFF

By:

\_\_\_\_\_  
Counsel for IAFF, Local 1775

## ATTACHMENT NO. 1

1. Monthly base salaries effective December 2, 2007 through June 30, 2008:

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>ENGINEER</u>
<u>Fire Captain</u>	<u>6875</u>	<u>7236</u>			
<u>Fire Lieutenant</u>	<u>6957</u>				
<u>Firefighter</u>	<u>5423</u>	<u>5536</u>	<u>5649</u>	<u>5762</u>	<u>5880</u>
<u>Firefighter/Paramedic</u>	<u>6113</u>	<u>6237</u>	<u>6365</u>	<u>6494</u>	<u>6627</u>

The salary ranges above represent a 5% pay differential between Firefighter/Paramedic and Fire Lieutenant.