

**Comprehensive Tentative Agreement**

*The following reflects the comprehensive tentative agreement between the Parties. Any issues not addressed herein will remain status quo. This agreement is tentative and subject to ratification by the membership and adoption by the City Council. Final MOU language has not been drafted and the Parties will prepare a final MOU for signature after City Council adoption.*

**Summary of Terms**

**1. Term/Expiration (Section 28)**

- June 30, 2023 (1 Year)

**2. Salaries (Section 7.3)** Section 7.3 COLA and EQUITY adjustments will be removed and replaced with the following:

- Lump Sum Payment
  - i. \$230,000 total for bargaining unit members divided based on Group (Sworn =17,500; Non-Sworn = \$12,500)
  - ii. Members must be employed as of 8/1/2022 and continue to be employed in the bargaining unit as of the payment date
  - iii. 2 equal payments
    1. First Payment – first full pay period following the later of City Council adoption of the agreement or January 15, 2023
    2. Second Payment – first full pay period following the later of City Council adoption of the agreement or June 15, 2023
  - iv. Parties understand and intend that this payment is not pensionable
  - v. These lump sum payments will be made on a separate check and not on the regular payroll check;
  - vi. If any employee separates before either lump sum payment is made, the City will re-calculate the distribution of the bonuses to ensure that the full \$230,000 is distributed to bargaining unit members.

**3. Longevity Pay (Section 7.7)**

- Cleanup (Add “plus educational incentive” to the ‘3% after 10 years’ and ‘6% after 20 years’ longevity tiers for consistency of administration.)

**4. Holidays (Section 9)**

- Add **Juneteenth** as a holiday
- Increase holiday in lieu pay for officers and sergeants by 8 hours per year totaling ninety-two (92) hours a year administered as 3.5385 hours a pay period at the employee's base hourly rate of pay.

**5. Disciplinary Action (Section 5)**

- Amend to provide that suspensions of more than 5 days and terminations are subject to final and binding arbitration
- Appeals for lesser disciplinary action remain advisory mediation as currently reflected in the MOU. (CM/SMCS appeal process)

**6. Medical and Dental Coverage (Section 18)**

- Continue practice of increasing City contribution based on the premium increase for the Kaiser Medical Plan (100% for pre-7/1/2012 hires and 90% for post-7/1/2012).

**7. Education Reimbursement (Section 20)**

- In lieu of Commuter Payment, allow employees to use up to \$450 of Education Reimbursement towards wellness, including biking/walking gear.
  - i. "The City will reimburse, up to \$450 per fiscal year, the cost of activities or products that promote personal health such as treadmills, bicycles, programs to assist with weight loss, managing stress, improving physical strength and stamina, and stopping smoking. Examples of expenses eligible for reimbursement under this section include yoga classes, fitness activities, fitness or sports equipment, gym memberships, stress management seminars, and nutrition/health information classes. Employees may not seek reimbursement for apparel, weapons or other combative devices, meal kits, financing or installment payments, expenditures related to motorized vehicles, or expenditures related to the repair of equipment purchased under this provision.
  - ii. Employees understand that any portion of the education reimbursement used for wellness expenses is taxable and employees are responsible for the tax consequences of seeking such a reimbursement. Requests for reimbursement of wellness expenditures must be approved by the City Manager or their designee. The City's decision with respect to reimbursement of wellness expenditures is final and not subject to the grievance process set forth in Article 13.

**8. Union Release Time**

- The City will provide one bank of 80 hours of Union Release Time each calendar year to permit SPA Leadership to draw from the bank to attend applicable trainings, conferences, etc. The URT bank will be re-established at 80 hours on January 1 of each year and will not carry over from year to year.
- URT must be pre-approved by command staff and will be subject to availability similar to other discretionary leaves (e.g., vacation).

**9. Hiring Bonus for Academy Graduates and Laterals**

- Parties agree that the City has the authority to offer hiring bonuses to new hires
  - i. City currently intends to provide bonuses of \$10,000 in two parts: Academy graduation and completion of Probation.
  - ii. At the Chief’s discretion and based on merit and performance in the Academy an Academy Graduate will be placed at either Step 1 or Step 2 of the pay range.
- City will notify SPA if it intends to suspend or terminate the policy or if it intends to make any changes to the hiring incentive program to allow SPA to publicize the policy

**10. Seniority Credit for Laterals**

- To aid in the recruitment of laterals, the City shall have the ability to count prior service as a police officer for purposes of determining **Longevity** and **Vacation Accrual**.

**11. Acknowledgement**

- The parties recognize the historically low staffing levels in the Sausalito Police Department. They enter into this interim agreement in recognition of the City’s current fiscal condition. However, both sides commit to bargaining in February of 2023 to achieve their mutual goal of a long-term contract that sets the Department on the path to recruiting and retaining additional officers for sustainable staffing levels.”

For City of Sausalito:



Charles Sakai

Date: December 1, 2022

For Sausalito Police Association



Gregg Adam

Date: 12-01-2022