



STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE

Approve the Memorandum of Understanding between the City and the Service Employees' International Union (SEIU), Local 1021.

RECOMMENDED MOTION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 1021

SUMMARY:

Representatives of the Association and the City have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Association, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees. An agreement that includes no wage increases and no reduction in benefits for two fiscal years (FY 2010 through FY 2012) has been accepted by the Association. Staff recommends that Council adopt a Resolution approving the MOU as agreed.

ISSUES

None identified.

FISCAL IMPACT

No wage increase and no reduction in benefits is within the framework of the FY 2010-2012 strategic resource allocation plan, and is consistent with the appropriation levels of the adopted FY 2011 City Budget.

STAFF RECOMMENDATION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 1021

ATTACHMENTS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 1021

COPY WITH ATTACHMENTS: SEIU, Local 1021

PREPARED BY:

Charlie Francis
Administrative Services Director/Treasurer

REVIEWED BY:

Mary Anne Wagner, Esq.
City Attorney

SUBMITTED BY:

Adam W. Politzer
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 1021

WHEREAS, representatives of the Service Employees' International Union (SEIU), Local 1021 ("the Association") and the City (the "Parties") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit; and

WHEREAS, the Parties have freely exchanged information, opinions and proposals and reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees; and

WHEREAS, the Parties have agreed to no wage increases and no reduction in benefits for Fiscal Years Ending 2011 and 2012; and

WHEREAS, the Parties have reached an Agreement and desire to enter into a Memorandum of Understanding pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the "MOU").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sausalito, California, as follows:

- (1) The attached Memorandum of Understanding between the City of Sausalito and the Service Employees' International Union (SEIU), Local 1021 pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the "MOU") is hereby approved by the City Council of the City of Sausalito.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito held on the ____ day of _____ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

CITY CLERK

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MEMORANDUM OF UNDERSTANDING
between
SERVICE EMPLOYEES' INTERNATIONAL
UNION Local 1021
and The City of Sausalito

July 1, 2010 through June 30, 2012

MEMORANDUM OF UNDERSTANDING
SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 1021
July 1, 2010 through June 30, 2012

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAUSALITO
and
SEIU, LOCAL 1021
GENERAL AND MID-MANAGEMENT UNIT
July 1, 2010 through June 30, 2012

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, *et. seq.* of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged 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.

This Memorandum of Understanding shall be presented to the Sausalito City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2010 through June 30, 2012.

The employees represented herein have traditionally been represented by two units, the General Employees' Unit and the Mid-Management Unit. Beginning with the MOU for the period of January 1, 1999 through December 31, 2000, the two units were merged.

Section 1. Recognition

1.1 Union Recognition

The SEIU, Local 1021, hereinafter referred to as the "Union," is recognized as the majority employee organization for the General and Mid-Management Employees Bargaining Unit comprised of employees as defined in Section 3.1 and employees assigned to those classifications listed in Section 5.3. Newly hired employees in the specified classifications shall be notified that the Union is the recognized bargaining representative for employees in that classification. The Union shall be notified by the City of the name and classification of all newly hired employees and terminating employees. Upon the request of the Union, the City shall forward to the Union a listing of employees in those classifications represented by the Union.

The Union may, by written notice to the City, designate certain of its members as Employee Representatives. Such Representatives shall be permitted reasonable time during working hours for Union business within the scope of representation including the right to assist members to process informal grievances. The Representative shall secure permission from his/her supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld.

1.2 **Dues Deduction**

Dues deduction shall be provided in accordance with Sections 3508.5 and 3502.5 of the California Government Code. Under the authority of Section 3502.5 the City and the Union hereby establish an “agency shop,” and therefore, employees are required to do one of the following:

1. Sign up as a member of the Union, or;
2. Sign up as a fee payer.

The dues deduction shall be for a specified amount and uniform between members of the Union. The fair share fee shall be for a specified amount and uniform between fee payers. An employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment but must make the in lieu payments in accordance with the provisions of Government Code Section 3502.5. The Union shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of dues or fees deduction. The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Both parties will comply with Section 3502.5 of the Government Code. The Union will provide to the City and any employee who requests an annual financial statement accounting for Union expenditures per law and list current dues calculations. The “agency shop” agreement will not apply to managers, confidential employees or supervisors. The City will provide to new employees filling represented positions an agreed upon notice summarizing these provisions and instructing the employee to decide upon being a member or fee payer in the first (thirty) 30 days of employment.

1.3 **COPE Contributions**

The City will cooperate with the Union to allow Union COPE contributions to be made through payroll deduction.

1.4 **Maintenance of Membership**

All employees who are members or become members of the Union and who are tendering periodic dues through dues deductions shall continue paying dues as Union members unless and until they resign their Union membership. Once annually, the City will provide a one (1) month period in October when Union members who have expressed a desire to become fee payers may complete a fee payer card, thereby resigning their membership from the Union. The Union will advise the City of this obligation one-month in advance.

1.5 City Recognition

The City Manager, or any management representative duly authorized by the City Manager, is the representative of the City of Sausalito, hereinafter referred to as the "City," in employer-employee relations.

Section 2. No Discrimination

There shall be no discrimination by the Union or City or by anyone employed by the City because of race, creed, color, national origin, ancestry sex, sexual orientation, marital status, political affiliation or legitimate Union activities against any employee or applicant for employment; and to the extent prohibited by applicable State and federal law, there shall be no discrimination because of age, physical or mental disability or medical condition.

Section 3. Probationary Status

3.1 Classification of Employees

A probationary or permanent full-time employee is defined as an employee in an 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 this Memorandum of Understanding and such employees are entitled to all employee benefits, in accordance with the various provisions of this Memorandum of Understanding. "Authorized Position" means a position listed in Section 5 "Salaries" that has received funding in the City's annual budget.

Employees assigned by the department head or City Manager to work out of class shall be paid 5% (five percent) of their regular rate of pay. No employee shall be assigned to work out of class for longer than one (1) year unless special circumstances exist that requires such a lengthy assignment. In the event that an employee is assigned to work out of class for more than one (1) year, the employee shall be paid 10% (ten percent) of their regular rate of pay.

3.2 Probationary Period

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments shall be for a period of twelve (12) months and the period for promotional appointments shall be six (6) months.

During the original probationary period an employee may be terminated at any time without the right of appeal in any manner except as mandated by state or federal law. Notification of termination 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 the

employee is discharged for cause or unless the former position has been eliminated by the City.

Section 4. Disciplinary Action

4.1 Discipline

A permanent employee may be dismissed, suspended, demoted, or reduced in pay only for cause by the employee's department head. Written notice of the proposed disciplinary action shall be given to the employee and shall include a statement of the reasons for the proposed action.

4.2 Appeal Procedure

Step 1. Within ten (10) calendar days after submission of the notice of the dismissal, suspension, demotion or reduction in pay the employee may submit a written reply and/or request for hearing to the City Manager in response to the charges made against him or her. The City Manager shall investigate the issues involved and, within ten (10) working days of receipt of the written request from the employee, schedule a meeting with the employee and the Union representative. At this meeting, the City Manager shall attempt to reach a satisfactory resolution of the appeal. The City Manager shall have ten (10) working days following this meeting in which to reply in writing.

Step 2. If the employee and Union are not satisfied with the City Manager's response in Step 1, the Union may, within ten (10) calendar days of the City Manager's reply, request review by 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 Union. The report of the disinterested third party shall be advisory only and shall not be binding.

Step 3. The report of the disinterested third party shall be submitted to the Union 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 Union in writing whether or not his or her previous position has been modified.

Step 4. If the employee and the Union are not satisfied with the City Manager's position in response to the report of the disinterested third party, the Union 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.

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4.3 Other Disciplinary Action

When the department head imposes discipline, other than what is specified in Section 4.1, the employee may submit, within ten (10) calendar days of the discipline, a written request for an administrative appeal to the City Manager. The City Manager shall review the discipline and pertinent information and then shall render a decision within 10 working days of receipt of the request for an administrative appeal. The City Manager's decision shall be final.

Section 5. Salaries

5.1 Pay Periods

Salaries are paid on a bi-weekly basis. 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.

5.2 Definition of Year

For purposes of calculating pay and benefits, the end of the year shall be defined as the last day of the last full pay period of the fiscal year.

5.3 Salary Schedules

Upon the effective date of the 2.5% at 55 retirement contract on July 1, 2003, the City increased the salaries of bargaining unit members by eight percent (8%), in lieu of payment of the employee's portion of the PERS contribution, as provided under a plan which qualifies under Internal Revenue Code Section 414(h)(2). Salaries listed below include this eight percent (8%) as follows:

(a) Salaries effective July 1, 2010:

Effective July 1, 2010, employee monthly in the job classification represented by the SEIU bargaining unit to be as follows:

NOTE: Salaries listed include 8% in lieu payment of the employee's portion of the PERS contribution as provided by Internal Revenue Code Section 414(h)(2)						
Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Library Assistant I (Position not currently filled)	Annual	36,762	38,600	40,530	42,556	44,684
	Monthly	3,063	3,217	3,377	3,546	3,724
	Biweekly	1,414	1,485	1,559	1,637	1,719
	Hourly	18.85	19.79	20.78	21.82	22.91

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Custodian	Annual	41,082	43,136	45,293	47,558	49,935
	Monthly	3,423	3,595	3,774	3,963	4,161
	Biweekly	1,580	1,659	1,742	1,829	1,921
	Hourly	19.75	20.74	21.78	22.86	24.01
Library Assistant II	Annual	42,946	45,094	47,348	49,716	52,202
	Monthly	3,579	3,758	3,946	4,143	4,350
	Biweekly	1,652	1,734	1,821	1,912	2,008
	Hourly	22.02	23.13	24.28	25.50	26.77
Lead Custodian	Annual	43,141	45,298	47,563	49,941	52,438
	Monthly	3,595	3,775	3,964	4,162	4,370
	Biweekly	1,659	1,742	1,829	1,921	2,017
	Hourly	20.74	21.78	22.87	24.01	25.21
Landscape Worker I	Annual	47,576	49,954	52,452	55,075	57,828
	Monthly	3,965	4,163	4,371	4,590	4,819
	Biweekly	1,830	1,921	2,017	2,118	2,224
	Hourly	22.87	24.02	25.22	26.48	27.80
Maintenance Worker I	Annual	47,576	49,954	52,452	55,075	57,828
	Monthly	3,965	4,163	4,371	4,590	4,819
	Biweekly	1,830	1,921	2,017	2,118	2,224
	Hourly	22.87	24.02	25.22	26.48	27.80
Sewer Maintenance Worker I	Annual	48,052	50,454	52,977	55,626	58,407
	Monthly	4,004	4,205	4,415	4,635	4,867
	Biweekly	1,848	1,941	2,038	2,139	2,246
	Hourly	23.10	24.26	25.47	26.74	28.08
Landscape Worker II	Annual	52,012	54,613	57,343	60,211	63,221
	Monthly	4,334	4,551	4,779	5,018	5,268
	Biweekly	2,000	2,100	2,206	2,316	2,432
	Hourly	25.01	26.26	27.57	28.95	30.39
Maintenance Worker II	Annual	52,012	54,613	57,343	60,211	63,221
	Monthly	4,334	4,551	4,779	5,018	5,268
	Biweekly	2,000	2,100	2,206	2,316	2,432
	Hourly	25.01	26.26	27.57	28.95	30.39
Administrative Aide I	Annual	50,206	52,716	55,352	58,120	61,025
	Monthly	4,184	4,393	4,613	4,843	5,085
	Biweekly	1,931	2,028	2,129	2,235	2,347
	Hourly	24.14	25.34	26.61	27.94	29.34
Senior Library Assistant	Annual	50,582	53,111	55,766	58,555	61,482
	Monthly	4,215	4,426	4,647	4,880	5,124
	Biweekly	1,945	2,043	2,145	2,252	2,365

	Hourly	25.94	27.24	28.60	30.03	31.53
Administrative Aide II <i>(position – not currently filled)</i>	Annual	51,241	53,803	56,494	59,318	62,284
	Monthly	4,270	4,484	4,708	4,943	5,190
	Biweekly	1,971	2,069	2,173	2,281	2,396
	Hourly	24.64	25.87	27.16	28.52	29.94
Sewer Maintenance Worker II	Annual	52,532	55,159	57,917	60,812	63,853
	Monthly	4,378	4,597	4,826	5,068	5,321
	Biweekly	2,020	2,121	2,228	2,339	2,456
	Hourly	25.26	26.52	27.84	29.24	30.70
Librarian I	Annual	54,581	57,310	60,176	63,184	66,344
	Monthly	4,548	4,776	5,015	5,265	5,529
	Biweekly	2,099	2,204	2,314	2,430	2,552
	Hourly	27.99	29.39	30.86	32.40	34.02
Permit Technician	Annual	56,036	58,838	61,780	64,869	68,112
	Monthly	4,670	4,903	5,148	5,406	5,676
	Biweekly	2,155	2,263	2,376	2,495	2,620
	Hourly	26.94	28.29	29.70	31.19	32.75
Sewer Maintenance Worker III	Annual	57,430	60,302	63,317	66,483	69,807
	Monthly	4,786	5,025	5,276	5,540	5,817
	Biweekly	2,209	2,319	2,435	2,557	2,685
	Hourly	27.61	28.99	30.44	31.96	33.56
Recreation Coordinator	Annual	57,851	60,744	63,781	66,970	70,319
	Monthly	4,821	5,062	5,315	5,581	5,860
	Biweekly	2,225	2,336	2,453	2,576	2,705
	Hourly	27.81	29.20	30.66	32.20	33.81
Public Works Foreperson	Annual	63,138	66,295	69,610	73,090	76,745
	Monthly	5,262	5,525	5,801	6,091	6,395
	Biweekly	2,428	2,550	2,677	2,811	2,952
	Hourly	30.35	31.87	33.47	35.14	36.90
Fleet Maintenance Coordinator	Annual	59,802	62,792	65,932	69,228	72,690
	Monthly	4,984	5,233	5,494	5,769	6,057
	Biweekly	2,300	2,415	2,536	2,663	2,796
	Hourly	28.75	30.19	31.70	33.28	34.95
Librarian II	Annual	61,443	64,515	67,740	71,127	74,684
	Monthly	5,120	5,376	5,645	5,927	6,224
	Biweekly	2,363	2,481	2,605	2,736	2,872
	Hourly	31.51	33.08	34.74	36.48	38.30
Assistant Planner	Annual	63,921	67,117	70,472	73,996	77,696
	Monthly	5,327	5,593	5,873	6,166	6,475
	Biweekly	2,458	2,581	2,710	2,846	2,988
	Hourly	30.73	32.27	33.88	35.58	37.35

Recreation Supervisor	Annual	63,781	66,970	70,319	73,835	77,527
	Monthly	5,315	5,581	5,860	6,153	6,461
	Biweekly	2,453	2,576	2,705	2,840	2,982
	Hourly	30.66	32.20	33.81	35.50	37.27
Sewer Systems Coordinator	Annual	72,186	75,792	79,582	83,555	87,726
	Monthly	6,015	6,316	6,632	6,963	7,311
	Biweekly	2,776	2,915	3,061	3,214	3,374
	Hourly	34.70	36.44	38.26	40.17	42.18
Associate Planner	Annual	73,051	76,707	80,545	84,566	88,783
	Monthly	6,088	6,392	6,712	7,047	7,399
	Biweekly	2,810	2,950	3,098	3,253	3,415
	Hourly	35.12	36.88	38.72	40.66	42.68
Civil Engineer II	Annual	80,146	84,153	88,361	92,779	97,418
	Monthly	6,679	7,013	7,363	7,732	8,118
	Biweekly	3,083	3,237	3,398	3,568	3,747
	Hourly	38.53	40.46	42.48	44.61	46.84
Building Inspector	Annual	82,027	86,128	90,435	94,956	99,704
	Monthly	6,836	7,177	7,536	7,913	8,309
	Biweekly	3,155	3,313	3,478	3,652	3,835
	Hourly	39.44	41.41	43.48	45.65	47.93
Public Works Supervisor	Annual	86,156	90,464	94,987	99,737	104,723
	Monthly	7,180	7,539	7,916	8,311	8,727
	Biweekly	3,314	3,479	3,653	3,836	4,028
	Hourly	41.42	43.49	45.67	47.95	50.35

5.4 Promotions

An employee who receives a promotion from one (1) classification to a classification with a greater pay rate shall receive a promotional rate increase to a new rate which shall place the employee at the appropriate step in the new classification to provide a minimum of a five percent (5%) increase in pay.

5.5 Y Rate

Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary, or occupying a position in a class, the salary rate or range for which is reduced, shall continue to receive his or her present salary with no increase in pay until the salary range exceeds the incumbent's salary. Such salary shall be designated as a "Y" rate.

Section 6. Hours of Work

6.1 Normal Schedule

The normal schedule for employees occupying full-time positions shall consist of either eighty (80) hours, or seventy-five (75) hours for employees assigned to the library, to be worked within a fourteen (14) day work period.

6.2 Normal Workday

The normal workday shall not exceed ten (10) hours. Employees shall receive at least one-half (1/2) hour off without pay during the above normal workday for lunch or dinner, with the length of any given lunch or dinner period to be determined by the employee's supervisor and based on workload demands.

6.3 Overtime

All employees shall be paid overtime in accordance with the Fair Labor Standards Act. Employees assigned to work more than the number of hours per day or hours per period as specified in Sections 6.1 and 6.2 above shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for each one-quarter (1/4) of an hour or portion thereof for such time worked in excess of the normal day or period. Employees may agree to work outside their normal schedule or workday in exchange for an equal amount of time off during the pay period.

6.4 Compensatory Time Off

Employees assigned to work overtime may elect to be paid in either overtime pay or compensatory time off. However in no case shall compensatory time balances exceed eighty (80) hours at any time. Compensatory time off balances may not exceed forty (40) hours at the end of each calendar year. By December 31 of each year, each employee's compensatory time off bank shall be reduced to a year-end cap of forty (40) hours, and the employee shall be paid in cash for any compensatory hours reduced to achieve the year-end cap of forty (40) hours.

6.5 Call Back

Call back pay shall be paid to permanent full-time employees who are called into work while off duty. Such call back pay shall be paid at one and one-half (1 ½) times the regular rate of pay. A minimum of three (3) hours of call back pay at the one and one-half (1 ½) rate shall be paid for recall. Compensation shall begin at the time initial contact is made while off duty and end when the employee has returned home. The City shall have the right to establish reasonable travel time for call back pay purposes only between employees' homes and the place of work. If call back time exceeds three (3) hours, at the beginning of the fourth hour, additional overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

6.6 Work Hours

The normal workday provided for in Section 6.2 may be adjusted on an individual employee basis to allow consideration of commute, child care or other personal matters, with the prior approval of the department head.

In the event of disagreement between the employee and the department head, the employee may appeal the department head's decision to the City Manager. In such case, the employee may have his/her employee representative present during the appeal.

6.7 Meal Allowance

The City will pay a meal allowance up to \$12.00 for employees who work four (4) or more paid hours of overtime. Employees shall be provided with a meal appropriate for the time of day for each four (4) hour period of overtime worked outside of the employee's regular work hours.

Section 7. Holidays

7.1 "5-40" and 37 ½ hour schedules

Permanent and probationary full-time employees assigned to work a "5-40" or 37.5 hour per week schedule are entitled to take the following authorized holidays off work at full pay, not to exceed the normal work schedule for any one (1) day (one day = 8 hours for employees on the "5-40" schedule; one day = 7½ hours for employees on the 37½ hour schedule):

January 1	New Years' Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after the fourth Thursday in November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Floating Holiday Hours	Sixteen (16) Hours for employees on "5-40" schedule; fifteen (15) hours for employees on the 37½ hour schedule

7.2 "4-10" schedule

Permanent and probationary full-time employees assigned to work a "4-10" schedule are entitled to take the following nine (9) authorized ten-hour holidays off work at full pay plus six (6) hours of floating holiday time.

The floating holiday hours shall be taken on a day mutually agreeable between the individual employee and the employee's supervisor and shall be taken within the calendar year in which they are earned.

January 1	New Years' Day
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after the fourth Thursday in November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Floating Holiday Hours	Six (6) hours

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7.3 **“9-80” schedule**

Employees assigned to work a “9-80” schedule are entitled to the following nine (9) authorized nine (9) hour holidays plus fifteen (15) hours of floating holiday time. When a holiday falls on an eight (8) hour workday, the last nine (9) hour workday before the holiday shall be an eight (8) hour work day.

January 1	New Years' Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after the fourth Thursday in November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Floating Holiday Hours	Fifteen (15) hours

7.4 **Holidays on Saturday or Sunday**

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed.

7.5 **Holiday Compensation**

- (a) If the authorized holiday falls on the employee's regular day off, and the employee is not required to work, the employee shall receive, in addition to their regular compensation, either holiday pay which shall be paid at straight time for each hour that would have been spent on duty during the holiday had the employee been required to work, or a day off in lieu of the holiday pay equal to the number of hours that would have been spent on duty during the holiday had the employee been required to work. The choice of either holiday pay or an in-lieu day off shall be made by the department head.
- (b) If the authorized holiday falls on a scheduled work day and the employee is required to work, the employee shall receive as a holiday premium, in addition to regular salary, one and one-half (1-1/2) times the regular rate of pay for the hours worked.
- (c) If the authorized holiday falls on a regular day off and the employee is required to work, the employee shall receive overtime pay at one and one-half (1-1/2) times the regular rate of pay for each hour worked plus either holiday pay at straight time for each hour worked or a day off in-lieu at straight time as provided in this section.

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7.6 Floating Holiday Use and Accrual

Floating holiday hours shall be taken on a day mutually agreeable between the individual employee and the employee's supervisor and shall be taken within the calendar year in which they are earned.

Newly hired employees are eligible for accrual and usage of holiday hours as follows:

- Employees hired between January 1 and June 30 of any year shall accrue one hundred percent (100%) of floating holiday hours.
- Employees hired between July 1 and November 15 of any year shall accrue fifty percent (50%) of floating holiday hours.
- Employees hired between November 15 and December 31 shall not accrue floating holiday hours for the calendar year in which they were hired.

Section 8. Sick Leave

Employees assigned to an eighty (80) hour per fourteen (14) day work period schedule shall accrue ninety-six (96) hours of sick leave per year. Employees assigned to a thirty-seven and one-half (37-1/2) hour week schedule shall accrue ninety (90) hours of sick leave per year. Sick leave shall be accrued on a pay-period basis and recorded in the books by the number of hours accrued.

Probationary employees shall start accruing sick leave on the first (1st) day of the first (1st) full pay period following their appointment to an authorized position. On the first (1st) day of the second (2nd) calendar month following their appointment to an authorized position, probationary and permanent employees shall be entitled to receive sick leave with pay.

Sick leave may be taken for the following:

1. An employee's illness or injury. Leaves of more than five (5) working days require a doctor's certificate indicating absence from work was necessary.
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 three (3) hours in any one (1) working day.
3. Providing necessary care for an ill or injured member of the immediate family. Absences of more than three (3) working days or shift for this reason require 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.

Sick leave accrual is unlimited and can be carried forward to subsequent years. Sick leave cannot be "cashed out" except as set forth in Section 15.3 of this Memorandum of Understanding.

Section 9. Non-Paid Status

When a permanent employee is on non-workers' compensation disability leave (non-paid status from the City of Sausalito having used up all vacation, sick-leave, compensatory time and catastrophic leave) no benefits will accrue, including vacation time, sick leave time and PERS service credit; however, an employee on non-workers' compensation disability leave may exchange his or her disability check dollar for dollar for a sick leave check to insure continuation of benefits.

The dollar amount of the endorsed disability check 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.

Section 10. Vacations

Employees shall earn vacation in accordance with the following schedules dependent upon years of service:

Employees on a 75 Hour per Fourteen Day Work Period Schedule	Working Hours Earned/ Bi-weekly pay period	Working Hours Earned/Year
Prior to completing 5 years	4.33	112.5
After completing 5 years	4.90	127.5
After completing 10 years	5.77	150
After completing 20 years	6.35	165

Employees on an 80 Hour per Fourteen Day Work Period Schedule	Working Hours Earned/ bi-weekly pay period	Working Hours Earned/Year
Prior to completing 5 years	4.62	120
After completing 5 years	5.23	136
After completing 10 years	6.15	160
After completing 20 years	6.77	176

Probationary employees shall start earning vacation leave on the first (1st) day of the first (1st) full pay period following their appointment to an authorized position. On the first (1st) day of the seventh (7th) calendar month following their appointment to an authorized position, vacation shall be available in increments of not less than two (2) hours at a time.

Vacation leave shall be accrued on a pay-period basis and recorded in the books by the number of hours accrued.

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/her credit, provided that on June 30th of any fiscal year, he/she shall not have a total credit of more than two hundred forty (240) hours of vacation time accrued. Any vacation time in excess of the maximum shall be paid to the employee on the last payroll in June.

Holidays specified in Section 7 of this Memorandum of Understanding which fall during the employee's vacation shall not be charged as a day of vacation.

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.

Section 11. Miscellaneous Leaves

- 11.1 A probationary or permanent employee shall be granted leave of absence with full pay for (1) jury service, (2) appearance legally required of them as a witness on behalf of the City, or (3) 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. Reimbursements to the employee from outside sources for travel and meal expenses incurred while on such duty shall be kept by the employee.

Upon written request of a permanent employee, the City Manager may approve in writing a leave of absence without pay for a period not to exceed six (6) months.

11.2 Personal Necessity Leave

An employee shall be entitled to use up to three (3) days of accrued vacation when unanticipated events require that the employee be absent from work. Personal Necessity Leave may also be used for pre-scheduled purposes not covered by the provisions of Section 8, "Sick Leave". Such time off shall be in increments of not less than one (1) hour. Personal Necessity Leave shall be prorated for employees working less than a forty (40) hour week. An employee desiring to use Personal Necessity Leave shall so inform

his/her department head as far in advance as possible. The City has the right, after July 1, 1989, to meet and confer with the Union for the purpose of redesign of this Personal Necessity Leave benefit in the event unanticipated problems have arisen.

11.3 Family Leave

Eligible employees are entitled to take up to twelve (12) weeks of unpaid Family Medical Leave during any twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act of 1993 (federal) and the California Family Rights Act of 1991.

11.4 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	Five (5) work days
Death of a parent or sibling	Three (3) work days
Death of grandparent, aunt, uncle, niece, nephew	One (1) work day

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 which an employee may be entitled to but shall be in addition thereto.

11.5 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.

Section 12. Reduction in Force and Re-Employment

12.1 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. The City shall prepare a seniority list prior to the notice of an employee to be reduced-in-force. A copy of the seniority list shall be provided to the Union.

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, that the basic qualifications of the lower position are met by the employee electing to fill the lower classification and that the employee has more total City service than the displaced employee.

12.2 Notice of Layoff

Employees to be laid off shall be given at least fourteen (14) calendar days' prior notice. A copy of the notice shall be forwarded to the Union.

12.3 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 classes, 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 or 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 re-appointed 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, 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. All offers of re-employment following layoff of more than thirty days shall be contingent upon the employee establishing that he/she remains physically qualified to perform the physical requirements of the position by submitting to a physical examination by the City to determine that the employee remains physically qualified for the position.

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.

Section 13. Grievance Procedure

13.1 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.

13.2 Procedure

A grievance shall be filed according to the following procedures:

Step 1. The Union, 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 directly 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 Union 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 paragraph (3).

Step 2. If the grievance is not resolved with the immediate supervisor, the Union 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 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. Answer to the grievance shall be made in writing by the department head, after conferring with the Union, within fifteen (15) working days from receipt of the Union.

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 Union'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 Union. 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 Union 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 Union in writing whether or not his or her previous position has been modified.

Step 5. If the Union is not satisfied with the City Manager's position in response to the report of the disinterested third party, the Union 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.

13.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union 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.

13.4 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.

Section 14. Health and Welfare Benefits

14.1 Cafeteria Plan of Benefits

The City shall maintain a Cafeteria Plan of Benefits account for each employee.

Effective the first full pay period in July 2010 through the last pay period in December 2010, the City shall credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in the amounts as listed below:

CATEGORY	AMOUNT PAID PER PAY PERIOD <small>July 1, 2010 – December 30, 2012</small>
Single Employee	\$290.16
Employee + One Dependent	\$540.71
Employee + More than One Dependent	\$687.41

Effective the first full pay period in January 2011 through the last pay period in December 2011, the City shall increase each category of the Cafeteria Plan listed above by the entire sum of the premium rate increase for the year 2011 for the CalPERS Kaiser Medical Plan and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts as listed below:

Effective the first full pay period in January 2012 through the last pay period in June 2012, the City shall increase each category of the Cafeteria Plan listed above by the entire sum of the premium rate increase for the year 2012 for the CalPERS Kaiser Medical Plan and will credit the benefits account of each employee, based upon their eligible and elected coverage, each pay period, in those amounts.

Following the ratification of the MOU, the City shall increase the maximum annual dental benefit for enrollees from \$1,000 per year to \$1,500 per year, at the soonest time allowed by the contract between the City of Sausalito and its dental insurance provider. The City shall increase each category of the Cafeteria Plan listed above in the first year of the change in dental benefit by an amount equal to the difference between the premium for a \$1,000 maximum annual benefit and a \$1,500 maximum annual benefit.

The Cafeteria Plan shall include the following benefits options (and includes the PERS Minimum Employer Contribution for health care):

1. Health Care insurance (employee must select this option unless evidence of comparable coverage from another source is provided)
2. Dental insurance
3. Vision care
4. Life insurance and Accidental Death and Dismemberment insurance
5. Long-term disability
6. Dependent care (Child Care, etc.) assistance reimbursement of costs: Dependent care expenses must qualify in accordance with the regulations set forth in Internal Revenue Code paragraph 129. The amount designated for

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dependent care assistance by an individual employee may not exceed the maximum amount established by the Internal Revenue Code during each taxable year.

An employee may select more benefits than covered by the amount credited to their account by the City. The additional cost for such benefits shall be deducted from the employee's check in pre-tax dollars.

Any unused cafeteria plan benefit will be cashed out to the employee through payroll and reported as additional compensation for income tax purposes.

Probationary employees shall be placed on the rolls of the various insurance plans as soon as possible pursuant to insurance company policies.

Employees shall be eligible to receive flu shots and poison oak shots, and the City shall pay the cost of such shots. The City shall choose the medical clinic at which such immunizations will be administered.

14.2 Medical Waiver and Health in Lieu

Eligible employees who are able to secure health insurance coverage through their spouse or other source with benefits comparable to those provided through City sponsored plans may waive coverage under the City sponsored plans and may, in lieu of receiving medical insurance, elect to receive a biweekly payment equal to the Cafeteria Plan of Benefits single employee credit amount shown in Section 14.1. The employee will sign a waiver form provided by the Finance Department. Employees choosing coverage at a later time by one of the City sponsored plans will be subject to the requirements of the health insurance provider chosen by the employee(s).

Employees selecting a medical waiver shall also continue to have the option of selecting benefits other than medical insurance under the cafeteria plan as outlined above in Section 14.1.

Any unused Cafeteria Plan benefit will be cashed out to the employee through payroll and reported as additional compensation for income tax purposes.

Section 15. Retirement Benefits

15.1 PERS Retirement

On July 1, 2003, the City implemented an increase in the retirement benefits for eligible employees through the California Public Employees Retirement System (PERS) to a 2.5% at 55 with single highest year and survivor continuance plan and shall maintain said plan for the duration of this Memorandum of Understanding.

As set forth in Section 5.3 of this MOU, on the effective date of the 2.5% at 55 retirement plan, the City increased salaries of bargaining unit members by eight percent (8%) in-lieu of payment of the employee's portion of the PERS contribution as provided under a plan

which qualifies under Internal Revenue Code Section 414(h)(2). The employee shall pay the eight percent (8%) employees' required contribution towards the PERS retirement.

15.2 **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 10th of the month for the month so covered.

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-five (55) years or more upon retirement, shall continue to have the cost of Kaiser, employee-only monthly health insurance premium provided by the City and paid in full by the City until death. Should the retiree select a more expensive plan, the retiree shall pay the difference. However, the retired employee shall be required to pay one hundred percent (100%) of the cost for 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-five (55) 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 per month or the PERS Kaiser rate applicable to the retiree.

15.3 **Retiree Sick Leave Conversion**

Employees who retire with a PERS retirement may convert unused accumulated sick leave to additional service credit at the rate of .004 years for each day of sick leave or be paid in cash for maximum of sixty (60) days (480 hours for employees working the "5-80" schedule, or four hundred fifty (450) hours for employees working the 37½ hour schedule) of sick leave and convert the remaining unused balance (excluding the number of days paid in cash) to additional service credit as specified immediately above.

15.4 **457 Deferred Compensation Plan**

Employees may elect to contribute to the City's 457 plan through a salary reduction over twenty-six (26) pay periods. The maximum amount contribution shall be governed by the Internal Revenue Service regulations related to 457 plans.

Section 16. Reclassifications

At any time an employee believes the duties of his/her position have changed materially, the employee may submit a reclassification request, in writing, to the City Manager. The reclassification request shall be in narrative form, comparing the employee's current duties with the duties specified in the position job specification, a copy of which shall be attached. The reclassification request should also contain the employee's recommended classification. The employee should provide a copy of the reclassification request for the department head.

After considering the reclassification request, if the City Manager believes the request is appropriate, the City Manager will reallocate the position to a different class, provided the reclassification can be accomplished within budget limitations. If the City Manager does not believe the reclassification request is appropriate, or in the event there are budget limitations, the employee will be so informed, in writing. The employee, through the Union, may request a meeting with the City Manager to discuss the reasons for rejecting the request.

Nothing in this Section shall preclude a department head from recommending a reclassification for a department position.

In order to be considered as part of the budget process, reclassification requests should be submitted during the months of January and February.

Section 17. Educational Reimbursement

The City will reimburse employee receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. In order to be reimbursed for such costs, the employee must submit the written request for reimbursement at least ten (10) working days prior to beginning the program/class, to the employee's department head for approval by the City Manager, and the employee must attain a passing grade of "C" or better, or a "pass" in a pass/fail program. For programs where a passing grade is not provided, presentation of a certificate of completion will be required.

Reimbursement shall be made for each employee up to two thousand dollars (\$2,000) per fiscal year. Educational reimbursement shall be prorated for employees working fewer than forty (40) hours, per week. The educational reimbursement benefit is not available to employees working fewer than twenty (20) hours per week.

An employee who has already exhausted his/her \$2,000 per fiscal year educational reimbursement benefit may request additional funding authorization from the City Manager. Provided that the City Manager is assured that sufficient educational funds are available for the remainder of the fiscal year for all other employees in the unit, and the educational activity is an appropriate expenditure for the requesting employee, the City Manager may authorize some or all of the additional educational reimbursement funding requested by the employee.

Section 18. Clothing, Uniform and Boot Allowances

18.1 Clothing and Uniform Allowance

The City shall reimburse newly appointed employees to the Public Works Department in the position classifications of Public Works Supervisor, Public Works Foreperson, Fleet Maintenance Coordinator, Maintenance Worker II, Maintenance Worker I, Lead Custodian, Custodian, Landscape Worker II and Landscape Worker I for the full cost of a uniform consisting of one (1) jacket, four (4) shirts, and four (4) trousers upon presentation of the new uniforms and accompanying receipt. Commencing the fiscal year after issuance of the initial uniform allowance, the City shall reimburse employees in these position classifications for the full cost of not more than one (1) new jacket, four (4) new shirts, and four (4) new trousers per year for those worn out in service upon presentation of the unserviceable uniforms, new uniforms and accompanying receipt.

18.2 Boot Allowance

Employees in the above classifications, as well as the Building Inspector, Civil Engineer II and the Sewer Systems Coordinator shall receive a protective footwear benefit. The protective footwear shall be:

1. Provided to each eligible employee at no cost to the employee through a retailer of the City's choice;
2. At least American National Safety Institute approved steel-toed safety footwear; however, depending on the job/function performed by the employee, the City may require an employee to wear other types of protective footwear which may include: metatarsal guards, electrostatic dissipative footwear, conductive footwear, electrical hazard footwear, or sole puncture resistant footwear;
3. The employee's choice of "Red Wing" brand, or a comparable brand quality;
4. Replaced at the direction of the City and may be replaced at the request of the employee to his/her department head. A department head denial of replacement of protective footwear may be appealed to the City Manager; and
5. Worn only when performing work for the City: i.e., the City shall not be required to purchase or replace protective footwear when such footwear is damaged or worn out by an activity that is not associated with City employment.

Section 19. Commuter Check Program

The City is enrolled in the Commuter Check program and pays fifty percent (50%) of the cost of vouchers used for commuting (not to exceed forty dollars \$40 per month per employee).

Section 20. Miscellaneous Provisions

20.1 Job Announcements

The City agrees to timely post announcements of jobs for which the City is recruiting on bulletin boards located in City Hall and the Corporation Yard.

20.2 Part-time Pro-ration

All employees working a regular work schedule of twenty (20) or more hours per week, but less than forty (40) hours, shall be entitled to prorated benefits provided herein, computed on the ratio of each such employee's hour of work compared to forty (40) hours per week.

20.3 Class B Driver's License

If an employee is required by state law to obtain and/or maintain a current Class B driver's license in order to perform his or her duties, when necessary to obtain or renew the Class B license, the City shall pay the cost of a physical exam required for the employee to obtain and/or maintain the Class B driver's license and the City shall also pay the difference in cost imposed by the DMV between a Class B Driver's License and a Class C driver's license. The employee shall make his or her best good faith efforts to have the physical exam administered by his or her health insurance plan or such other provider so that the cost to the City is as low as possible.

20.4 DOT Drug Testing

Effective January 1, 1996, the City has instituted the Drug Testing Policy set forth as Exhibit A to this Agreement.

20.5 Employee Eyeglasses

Employee eyeglasses required to be worn on the job which are destroyed while on duty and as a result of the proper and appropriate use of the eyeglasses will be replaced by the City up to a maximum cost of three hundred fifty dollars (\$350) to the City per set of eyeglasses.

20.6 Labor / Management Meetings Outside Negotiations Process.

During the term of the Agreement, the City and SEIU agree that periodic labor / management meetings outside negotiation process may contribute to improved employer-employee relations.

The city agrees to schedule quarterly all-hands meetings for the benefit of all of the City's labor groups, represented or unrepresented. The City Manager, and Administrative Services Director/Treasurer will present budget information, including budget-to-actual reports and a forward-looking forecast of the city's financial condition.

Ad hoc budget meetings may be requested by either party.

20.7 Performance Evaluations.

If a unit member is eligible for a step increase and the performance evaluation has not been delivered to the member within sixty days of his or her anniversary, the member will receive the step increase retroactive to his or her anniversary.

Section 21. Affordable Housing

A labor – management committee will be formed to develop and present to the City Manager and City Council a report outlining employee concerns about the cost of housing and commuting. The committee may present information to the City Manager and City Council about how other jurisdictions address these issues.

Section 22. Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. Should any provision be declared null and void, the parties shall meet and confer on the effect of such decision and the parties agree to seek alternative language and/or benefits.

Section 23. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual written agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Union meet and confer.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

Section 24. Duration

This Memorandum of Understanding shall not take effect unless and until it is approved by the City Council of the City of Sausalito. Following such approval, this Memorandum of Understanding shall be effective July 1, 2010 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as

hereinabove set forth, and shall remain in full force and effect to and including June 30, 2012, and shall continue thereafter from year to year unless at least ninety (90) days prior to the first (1st) day of July, 2012 or to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 1st June, 2010.

SEIU, LOCAL 1021,

/s/ Paul Carroll
Paul Carroll SEIU Representative

/s/ Les James
Les James, SEIU Member

/s/
John Busch, SEIU Member

CITY OF SAUSALITO

/s/
Adam Politzer, City Manager

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STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE

Approve the Memorandum of Understanding between the City and the Sausalito Police Association.

RECOMMENDED MOTION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SAUSALITO POLICE ASSOCIATION

SUMMARY:

Representatives of the Association and the City have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Association, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees. An agreement that includes no wage increases and no reduction in benefits for two fiscal years (FY 2010 through FY 2012) has been accepted by the Association. Staff recommends that Council adopt a Resolution approving the MOU as agreed.

ISSUES

None identified.

FISCAL IMPACT

No wage increase and no reduction in benefits is within the framework of the FY 2010-2012 strategic resource allocation plan, and is consistent with the appropriation levels of the adopted FY 2011 City Budget.

STAFF RECOMMENDATION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SAUSALITO POLICE ASSOCIATION

Item: 4a
Meeting Date: January 12, 2010 7-13-10
Page: # 37

ATTACHMENTS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SAUSALITO POLICE ASSOCIATION

COPY WITH ATTACHMENTS: Sausalito Police Association

PREPARED BY:

Charlie Francis
Administrative Services Director/Treasurer

REVIEWED BY:

Mary Anne Wagner, Esq.
City Attorney

SUBMITTED BY:

Adam W. Politzer
City Manager

Item: 4a
Meeting Date: ~~January 12, 2010~~ 7-13-10
Page: ~~38~~ 38

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SAUSALITO POLICE ASSOCIATION

WHEREAS, representatives of the Sausalito Police Association (“the Association”) and the City (the “Parties”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit; and

WHEREAS, the Parties have freely exchanged information, opinions and proposals and reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees; and

WHEREAS, the Parties have agreed to no wage increases and no reduction in benefits for Fiscal Years Ending 2011 and 2012; and

WHEREAS, the Parties have reached an Agreement and desire to enter into a Memorandum of Understanding pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the “MOU”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sausalito, California, as follows:

- (1) The attached Memorandum of Understanding between the City of Sausalito and the Sausalito Police Association pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the “MOU”) is hereby approved by the City Council of the City of Sausalito.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito held on the ____ day of _____ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

CITY CLERK

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MEMORANDUM OF UNDERSTANDING

July 1, 2010 through June 30, 2012

SAUSALITO POLICE ASSOCIATION, INC.

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, *et. seq.* of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit. The parties have freely exchanged 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.

This Memorandum of Understanding shall be presented to the Sausalito City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2010 and ending June 30, 2012 and shall not be effective unless and until it is approved by the City Council.

Section 1. Recognition

1.1 Association Recognition

The Sausalito Police Association, Inc., hereinafter referred to as the "Association," is recognized as the majority employee organization for those employees as defined in Section 4.1 and employees assigned to those classifications listed in Appendix A.

1.2 City Recognition

The City Manager, or any management representative duly authorized by the City Manager, is the representative of the City of Sausalito, hereinafter referred to as the "City", in employer-employee relations.

Section 2. Dues Deduction

Dues deduction shall be based on the voluntary written authorization of the employee, which shall remain in effect so long as the employee remains in the Association unless such authorization is canceled in writing by the employee. The dues deduction shall be for a specified amount and uniform between members of the Association. The Association shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of dues deduction. The Association shall refund to the City any amounts paid to it in error upon representation of supporting evidence.

Section 3. No Discrimination

There shall be no discrimination by the Association or City or by anyone employed by the City because of race, creed, color, national origin, ancestry, sexual preference, marital status, political affiliation or legitimate Association activities against any employee or applicant for employment, and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age, physical or mental disability or medical condition.

Section 4. Probationary Status

4.1 Classification of Employees

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

4.2 Probationary Period

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments to sworn positions shall be for a period of eighteen (18) months except for appointments where the new employee has successfully completed probation at another police department for the same position, in which case the probationary period shall be twelve (12) months. The probationary period for original appointments to non-sworn positions shall be for twelve (12) months and the period for promotional appointments to all positions shall be twelve (12) months. Individual probationary periods may be extended with good cause upon request of the department head.

During the original probationary period an employee may be terminated, at any time, without the right of appeal in any manner except as mandated by state or federal law. Notification of termination 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 the employee is discharged for cause.

Section 5. Disciplinary Action

5.1 Notice

When the department head imposes any punitive action (as defined in Section 3303 of the Public Safety Officers Procedural Bill of Rights, California Government Code Section 3300, *et seq.* or successor statute) on an employee, written notice of the action and the reasons therefore, as provided in the City's personnel rules, shall be given to the employee. If the employee feels that the punitive action has been unjustly imposed, he or she shall have the right to appeal his or her case through the appropriate procedure as outlined below. A transfer for purpose of punishment not resulting in economic loss and a written reprimand shall only be appealable up to the level of the City Manager.

5.2 Appeal procedure

Step 1. Within ten (10) calendar days after submission of the notice of punitive action, the employee may submit a written reply and/or request for hearing to the City Manager in response to the charges made against him or her. The City Manager shall investigate the issues involved and, within ten (10) working days of receipt of the written request from the employee, schedule a meeting with the employee and the Association representative. At this meeting, the City Manager shall attempt to reach a satisfactory resolution of the appeal. The City Manager shall have ten (10) working days following this meeting in which to reply in writing.

Step 2. If the employee and Association are not satisfied with the City Manager's response in Step 1, the Association may, within ten (10) calendar days of the City Manager's reply, request review by 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 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 3. 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 4. If the employee and Association are 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. Procedures governing the hearing shall include, but not be limited to: the Public Safety

Officers Procedural Bill of Rights, California Government Code Section 3300, *et seq.*, testimony under oath, the right of cross-examination and to confront adversary witnesses, the right to representation, 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 City Council shall be final.

5.3 Other Disciplinary Action

When the department head imposes discipline other than what is specified in Section 5.1, the employee may submit, within ten (10) calendar days of the discipline, a written request for an administrative appeal to the City Manager. The City Manager shall review the discipline and pertinent information and then shall render a decision within ten (10) working days of receipt of the request for an administrative appeal. The City Manager's decision shall be final. The City agrees to comply with Government Code Sections 3300 – 3311 commonly referred to the Public Safety Officers Procedural Bill Of Rights Act, to the extent applicable.

Section 6. Grievance Procedure

6.1 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.

6.2 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 of the receipt from 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 ten (10) 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 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

6.3 Extension of Time Limits

The above-specified time limits may be extended by mutual written 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.

6.4 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.

6.5 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.

Section 7. Salaries

7.1 Pay Periods

Since May 1, 2003, salaries are paid on a bi-weekly basis. Each pay period shall begin at 12:01a.m. Sunday and continue up to and including 12:00 midnight Saturday two (2) 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.

7.2 Definition of Year

For purposes of calculating pay and benefits, the end of the year shall be defined as the last day of the last full pay period of the fiscal year.

7.3 Increases

Upon execution of this agreement, the salary ranges shall not be increased for the term of the agreement.

See **Appendix A** for salary charts..

7.4 Step Increases

All unit employees, with the exception of Police Officers hired at Step A, who have received a satisfactory rating ("M") or better on an employee performance evaluation shall receive increases in salary according to the following plan:

- Step B upon completion of six (6) months' service at Step A
- Step C upon completion of twelve (12) months' service at Step B
- Step D upon completion of twelve (12) months' service at Step C
- Step E upon completion of twelve (12) months' service at Step D

A Police Officer hired at Step A who has received a satisfactory rating ("M") or better on an employee performance evaluation shall receive increases in salary according to the following plan:

- Step B upon completion of field training or upon a maximum of 18 weeks of service
- Step D upon completion of the probationary period
- Step E upon completion of twelve (12) months' service at Step D

7.5 **Shift Differential**

Sworn members of the bargaining unit who are assigned to the night shift as defined in Section 8.2 will be paid a shift differential of one and four-tenths percent (1.4%) of base pay plus educational incentive effective successful upgrade of Springbrook software to version 7, or no later than July 1, 2011 if the Springbrook update is deferred or delayed. Until then, sworn members of the bargaining unit who are assigned to the night shift as defined in Section 8.2 will be paid a shift differential of \$46.15 (forty six dollars and fifteen cents) per pay period.

Shift differential (as a flat amount or as a percentage) will not be paid for an occasional qualifying shift worked, nor shall shift differential be prorated for working only a portion of a qualifying shift. An occasional qualifying shift means that any sworn member that has not been assigned to the night shift during the shift rotation, and works less than thirty six (36) hours during a pay-period of a night shift does not qualify for shift differential.

In all other respects, the payment of shift differential shall comply with the requirements of the Fair Labor Standards Act.

7.6 **Call Back Pay**

To compensate employees for the time involved in returning to work when off duty, an employee directed to return to work by a supervisor, when that employee is not on duty, shall be paid a premium of two (2) hours of pay at the overtime rate, regardless of whether the employee works two (2) hours or not.

7.7 **Longevity Pay**

Employees shall be awarded longevity pay of \$23.08 (twenty three dollars and eight cents) per pay period after five (5) years, \$46.15 (forty six dollars and fifteen cents) per pay period after ten (10) years, \$69.23 (sixty nine dollars and twenty-three cents) per pay period after fifteen (15) years and \$92.31 (ninety two dollars and thirty-one cents) per pay period after twenty (20) years.

7.8 Field Training Officer Pay

Officers actively training new employees shall receive a five percent (5%) premium pay for the hours in which such training is provided.

7.9 Officer-In-Charge Pay

Patrol Officers working as Watch Commanders shall be paid an additional five percent (5%) of salary after they have completed two consecutive shifts (24 hours) as the Watch Commander, retroactive to the initial shift worked. Patrol Officers working as a Watch Commander for less than two (2) shifts, meaning twenty-four (24) hours, shall not be eligible for this bonus pay.

7.10 Officer Assigned to Investigations

Officers assigned to Investigations shall be paid an additional five percent (5%) of salary after they have completed two (2) consecutive complete shifts on that assignment.

7.11 Salary Differential

The salary differential between the top step of the Sergeant classification and the top step of Police Officer classification is established to be at least twenty percent (20%).

7.12 Y Rate

Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary, or occupying a position in a class, the salary rate or range for which is reduced, shall continue to receive his or her present salary with no increase in pay until the salary range exceeds the incumbent's salary. Such salary shall be designated as a "Y" rate.

Section 8. Hours of Work

8.1 Normal Work Schedule for Non-Sworn Personnel

The normal work schedule for employees occupying full-time positions shall consist of forty (40) hours to be worked within a seven (7) day period.

The normal workday for all non-sworn employees shall consist of not more than ten (10) hours. These employees shall receive thirty (30) minutes for lunch. Time so taken is on-duty, subject to call, and is included in the working day.

8.2 Normal Work Schedule for Sworn Personnel

Sworn personnel not assigned to uniformed patrol duty work in accordance with the Fair Labor Standards Act (FLSA) 7k work period exemption consisting of fourteen (14) days commencing on Sunday at 0001 hours and ending fourteen (14) days later on Saturday at 2400 hours. A typical work day for sworn personnel not assigned to uniformed patrol duty shall not exceed ten (10) hours. These employees shall receive 30 minutes for lunch. Time so taken is on-duty, subject to call, and is included in the working day. Effective with the September 2010 shift change, all sworn personnel will work a twelve (12) hour shift.

Sworn personnel shall work in accordance with the FLSA 7k work period exemption consisting of fourteen (14) days commencing on Sunday at 0001 hours and ending fourteen (14) days later on Saturday at 2400 hours. A typical workday consists of twelve (12) hours per shift. Shift personnel receive thirty (30) minutes for lunch. Time so taken is on-duty, subject to call, and is included in the twelve (12) hour working shift.

A typical shift is scheduled as follows:

- Day shift typically is 0700 hours to 1900 hours.
- Night shift typically is 1900 hours to 0700 hours of the following day.

Each shift will normally work three (3) twelve (12) hour shifts, or thirty-six (36) hours, followed by four (4) days off and will then work four twelve (12) hour shifts or forty-eight (48) hours, followed by three (3) days off, within a fourteen (14) day period. Typically, one (1) team will work on Sunday, Monday, and Tuesday and every other Wednesday. Typically, the other team will work Thursday, Friday, Saturday and every other Wednesday, dependent upon the needs of the department. Any change to the typical work shifts in excess of a two (2) week/fourteen (14) day duration is subject to impact bargaining.

The following illustrates a typical work period:

WEEK 1

SUNDAY	MONDAY	TUESDAY	WED.	THURS.	FRIDAY	SAT.
ON	ON	ON	OFF	OFF	OFF	OFF

WEEK 2

SUNDAY	MONDAY	TUESDAY	WED.	THURS.	FRIDAY	SAT.
ON	ON	ON	ON	OFF	OFF	OFF

There are periods in which the need to augment personnel away from the above illustrated typical shift occurs. Personnel may be designated to serve on various shifts at the direction of the Chief of Police at any time. Scheduling of individual officers within the working schedule of shift rotation is subject to change at any time. Changes may occur during periods of personnel absence due to vacation, training, illness, injury, scheduled days off, compensatory time off, resignation or other unforeseen circumstances. Changes in the typical work schedule may also occur as a result of special needs of the department in order to address service to the community. Patrol personnel may be assigned to work hours and/or days other than those listed above. An example could be 1500 hours to 0300 hours and/or Tuesday, Wednesday and Thursday.

Sworn personnel will receive at least three (3) calendar days off between scheduled work weeks. Except in times of emergency as determined by a supervising officer, no Sergeant or Officer shall work more than twelve (12) hours on patrol without an intervening break of at least eight (8) hours. Changes in the days or hours of the regular work schedule of an employee shall entitle such employee to overtime compensation at the rate of time and one-half hours for any hours worked outside the employee's regular work schedule unless the City has posted the change in the schedule seven (7) days prior to the change. No advance notice to employees by the City of shift change shall be required and no overtime shall be paid when shift changes occur as a result of work related emergencies, i.e., multiple sicknesses, disabilities or injuries; an unplanned-for vacancy or shortage occurring less than seven (7) days in advance of the shift change.

The Sergeant assigned to administrative duties and as a cover Sergeant may be rotated out of the typical shift no more than twelve (12) weeks per year. During times when the Administrative Sergeant is utilized to cover extended absences due to illness, injury, resignation, in excess of thirty (30) days duration, the twelve (12) week restriction shall not apply.

During times when it becomes necessary to move Patrol Officers from their assigned shift, the Patrol Officer from the affected team with the least amount of seniority in his/her

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classification with the City of Sausalito will be moved. Such move will last for a maximum of two (2) weeks. If it becomes necessary to move a Patrol Officer longer than two weeks, then the next Officer with the least seniority will be moved.

Sergeants and Officers assigned to patrol typically will work assigned shifts on four-month rotations. Sergeants and Officers working the above twelve (12) hour shift schedule receive twenty-four (24) hours of working time-off during each thirteen (13) week period, as scheduled by the Patrol Division Commander. In cases where an employee owes the City time (school, training, etc.), the Patrol Division Commander can use the above mentioned hours to make up the time difference.

8.3 Overtime

Non-sworn personnel assigned to work more than the number of hours per day or per week as specified in Section 8.1 above shall be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of forty (40) hours in a seven (7) day period.

Sworn personnel assigned to work more than the number of hours per day or per week as specified in Section 8.2 above shall be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of eighty-six (86) hours in a fourteen (14) day period.

Exceptions to this section are Call Back Pay, as specified in Section 7.6; Off Duty Court Appearance Pay, as specified in Section 8.5; Off Duty Court Standby Pay, as specified in Section 8.6; and Training Time, as specified in Section 8.7. Overtime earned under these sections shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay regardless of the number of hours worked in a fourteen (14) day period.

In the event that sworn personnel work each of their scheduled shifts during the fourteen (14) day pay period, and work at least eighty-four (84) hours during the pay period, the employee shall not be responsible to reimburse the City of Sausalito financially or by working additional hours to reach eighty-six (86) hours during the pay period.

8.4 **Compensatory Time Off**

Compensatory time off shall be earned and scheduled in accordance with the Fair Labor Standards Act (FLSA). Except in cases of emergency, employees will give seven (7) days advance written notice of a request to take compensatory time off. For purposes of this Section, "emergency" is defined as a sudden and unforeseeable event or occurrence. No employee covered by this agreement may accrue more than one hundred twenty (120) hours of compensatory time off. An employee may "use and add" compensatory time during the year as long as the amount accrued never exceeds one hundred twenty (120) hours.

Twice annually during the City's fiscal year, an employee may request that up to 100% of his or her compensatory time be paid out in cash or converted to deferred compensation. The City shall pay or convert during a regular biweekly payroll and within one month of said request.

8.5 **Off Duty Court Appearance Pay**

Off duty court appearance pay shall be paid to regular employees who are subpoenaed to give testimony while off duty about events arising out of their employment. Such pay shall be paid at one and one-half (1-1/2) times the hourly rate of pay, at a minimum of four (4) hours of pay per court appearance. If court is an extension of the employee's normal workday, see Section 8.3. Separate minimum appearance payments shall be paid when an employee has to wait more than two (2) hours between cases, but separate cases falling within the four (4) hour minimum time frame shall not require additional appearance payments. If the court time exceeds four (4) hours, at the beginning of the fourth (4th) hour, overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

8.6 **Off Duty Court Standby Pay**

Off duty court standby pay shall be paid to all employees who are required to standby either at home or at a specific location to respond if required to appear in court. Such pay shall be paid at one and one-half (1-1/2) times the hourly rate of pay, for a minimum of two (2) hours up until 10:30 a.m. on the date of the scheduled appearance, if the appearance has not been cancelled a day or more prior. If the court appearance has not been cancelled the day prior, the employee must telephone the subpoenaing agency at 10:30 a.m. to ascertain the status. If the status is still unknown, the employee must immediately telephone the Police Department Administrative Aide and personally inform the agency of this situation. The agency representative shall follow up in order to expedite the case status. During this time, the employee will be on a stand-by status until further notified. The compensation during this time will be at time and one-half (1-1/2) the regular rate of pay for each quarter hour or fraction thereof. Once the court appearance has been cancelled or set, the standby compensation will be terminated.

Off duty court standby pay does not apply when: 1) the court appearance has been cancelled a day or more prior; 2) the court appearance is scheduled during duty time; 3) the court appearance is scheduled prior to 12:00 noon; or 4) the court appearance is for traffic court.

8.7 Training Time

Employees scheduled for training while off duty or outside of the regularly scheduled shift shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times the regular rate of pay unless such training occurs within sixty (60) minutes of the beginning or end of their regularly scheduled shift. The above minimum guarantee shall not apply to "roll call" training time.

Section 9. Holidays

9.1 Benefits

Permanent and probationary employees shall be entitled to the following authorized holidays at full pay, not to exceed the normal work schedule for any one (1) day.

All Parking Enforcement Officers (non-sworn personnel) shall receive December 24 (Christmas Eve holiday) as a fully paid ten (10) hour holiday.

Employees assigned to work a "5-40" schedule shall be entitled to the following ten and one-half (10 ½) authorized eight (8) hour holidays:

January 1	New Year's Day
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after the 4 th Thurs. in Nov.	Day after Thanksgiving
1/2 Day December 24 (Sworn personnel)	Christmas Eve
Full Day December 24 (Non-sworn personnel)	Christmas Eve
December 25	Christmas Day

and any day proclaimed by the Mayor of the City as a public holiday

Employees assigned to work a "4-10" schedule shall be entitled to the following eight and one-half (8 ½) authorized ten (10) hour holidays:

January 1 st	New Year's Day
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Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after the fourth Thursday in November	Day after Thanksgiving
½ Day on December 24 (Sworn personnel)	Christmas Eve
Full Day December 24 (Non-sworn personnel)	Christmas Eve
December 25	Christmas Day

and any day proclaimed by the Mayor of the City as a public holiday.

Sergeants and Officers will be compensated for holidays by an "in-lieu payment" based on eighty-four (84) hours of holiday time. The holiday in-lieu pay will be paid in equal amounts each pay period.

Effective with the City Council ratification of this agreement, all employees shall receive one (1) floating holiday as a paid day off per fiscal year. The floating holiday must be used in the fiscal year earned and cannot be carried over into the next fiscal year. The floating holiday shall be used at the discretion of the employee, with a minimum of seven (7) days advance notice and approval of the department head or designee.

Sworn personnel working a "4-10" schedule will typically be granted Holiday Time Off and will not be paid for holidays as outlined in this section, but rather the following will apply:

- Sworn personnel will be entitled to the same *Work on a Holiday* benefits as outlined for non-sworn personnel in section 9.2, subsections (1), (2) and (3).
- When a holiday falls on a Sworn employee's day off, the following holiday adjustment will be observed: any member with Friday-Saturday-Sunday off will observe the holiday on the following Monday, or the previous Thursday; any member with Saturday-Sunday-Monday off will observe the holiday on the previous Friday, or the following Tuesday. Effective with the shift change in September, all sworn personnel will be assigned a twelve (12) hour shift.

9.2 Work on a Holiday (Non-Sworn Personnel)

- (1) Regularly Scheduled Workday. If an authorized City holiday falls on a scheduled workday and the employee is required to work, the employee shall

receive as a holiday premium, in addition to regular salary additional pay, pay for the number of hours actually worked on the holiday, at the straight-time rate of pay.

- (2) Overtime on a Holiday If an authorized City holiday falls on a scheduled workday and the employee is required to perform overtime work in addition to the regular workday, the employee shall receive, in addition to compensation provided for in Subsection (1) herein, overtime pay for the number of hours actually worked in addition to the regular workday, paid at time and one-half (1-1/2) the regular rate of pay.
- (3) Call-Back on a Holiday If the authorized City holiday falls on a scheduled day off and the employee is called back to work, the employee shall receive as a holiday premium, in addition to the Holiday-in-Lieu Pay or a day off as specified in Section 8.4, the straight-time rate of pay for each hour worked, plus pay at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour worked over forty (40) in the workweek.
- (4) Holidays on Saturday or Sunday For non-sworn employees, whose normal workweek does not include work on Saturdays or Sundays, when a holiday falls on Sunday, the following Monday shall be observed; when a holiday falls on Saturday, the previous Friday shall be observed.

Section 10. Sick Leave

10.1 Employees shall accrue ninety-six (96) hours of sick leave per year. Sick leave shall be accrued on a pay-period basis and recorded in the books by the number of hours accrued.

Probationary employees shall accrue sick leave on the first day of the first full pay period following their appointment to a permanently authorized position. On the first day of the second calendar month following their appointment to a permanently authorized position, probationary and permanent employee shall be entitled to receive sick leave with pay.

Sick leave can be taken for the following:

- 1) An employee's illness or injury: The department head may require a doctor's certificate indicating absence from work was necessary.
- 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 four (4) hours in any one (1) working day.
- 3) Providing necessary care of an ill or injured member of the immediate family: Absences of more than three (3) working days or shift for this reason require 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.

Sick leave accrual is unlimited. Upon retirement under the provisions of the California Public Employees Retirement System, employees may convert unused accumulated sick leave to additional service credit at the rate of .004 years for each day of sick leave or be paid in cash for a maximum of sixty (60) days of sick leave and convert the remaining unused balance (excluding the number of days paid in cash) to additional service credit as specified immediately above.

10.2 Sick Leave Incentive Cash Out

Each sworn employee who does not use any sick leave and who does not experience any loss of work time due to industrial injury for one (1) calendar quarter in the following three (3) calendar months - January through March, April through June, July through September, October through December - shall have the option of cashing out up to one quarter (1/4) of that employee's sick leave accrual, which is six (6) hours.

Section 11. Non-Paid Status

When an employee is on non-workers' compensation disability leave (non-paid status from the City of Sausalito having used up all vacation, sick-leave, compensatory time and catastrophic leave) no benefits will accrue including vacation time, sick leave time and PERS service credit; however, an employee on non-workers compensation disability leave may exchange his or her disability check dollar for dollar for a sick leave check to insure continuation of benefits. (This section does not refer to 4850 time).

Section 12. 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	Five (5) days
Death of a parent or sibling	Three (3) days
Death of grandparent, aunt, uncle, niece, nephew	One (1) day

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 which an employee may be entitled to but shall be in addition thereto.

Section 13. Vacation Leave

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

	hours earned per bi-weekly pay period	hours earned per year
Prior to completing 5 years	4.62	120
After completing 5 years	5.23	136
After completing 10 years	6.15	160
After completing 20 years	6.77	176

Probationary employees shall earn vacation leave on the first (1st) day of the first (1st) full pay period following their appointment to a permanently authorized position. On the first (1st) day of the seventh (7th) calendar month following their appointment to a permanently authorized position, vacation shall be available to all probationary and permanent employees in an amount of not less than two (2) hours at a time. 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.

Vacation scheduling shall be done twice each year, once in October and once in April. Sign-up shall be according to seniority, with the October sign-up for the period of January through June and the April sign-up for the period of July through December. No more than one (1) Officer or one (1) Sergeant may be on vacation at the same time unless approved by the Chief of Police. Vacation sign-ups are subject to the approval of the Chief of Police.

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 year with a correspondingly longer vacation the following year.

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In the event an employee is not able to take all of the vacation to which he or she is entitled in a fiscal year, the employee shall be permitted to accumulate the unused portion to his or her credit, provided that on June 20th of any fiscal year, he or she shall not have a total credit of more than thirty (30) working days of vacation time accrued. Any vacation time in excess of the maximum shall be paid to the employee on the second payroll in June.

Holidays specified in Section 9 of this Memorandum of Understanding which fall during the employee's vacation shall not be charged as a day of vacation.

Upon termination of an employee's service with the City, the employee 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.

Section 14. Miscellaneous Leaves

A probationary or permanent employee shall be granted leave of absence with full pay for: 1) jury service; 2) appearance legally required of him/her as a witness; or 3) attendance in court resulting from his/her 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. Reimbursements to the employee from outside sources for travel and meal expenses may be kept by the employee.

The City will comply with California and federal law regarding leaves for the purpose of fulfilling any required military obligation.

Upon written request of a permanent employee, the City Manager may approve in writing a leave of absence without pay for a period not to exceed six (6) months. The City will comply with applicable State and federal laws in granting maternity leave to pregnant employees. Benefits do not accrue during leave of absence without pay.

Section 15. Protected Leave

Employees eligible for protected leave under any state or federal law shall be granted that leave with no unlawful adverse action to that employee as a result of exercising their rights to protected leave under the law.

Section 16. Clothing and Uniform Allowance

- Sergeants, Police Officers and Police Detectives shall receive a uniform allowance of \$31.80 (thirty-one dollars and eighty cents) each pay period.
- Parking Enforcement Officers shall receive a uniform allowance of \$26.50 (twenty-six dollars and fifty cents) each pay period.

The initial uniform allowance for newly employed personnel in the above classifications shall equal the annual uniform allowance for an employee in that classification at the time of hiring.

Section 17. Reduction in Force and Re-employment

17.1 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, that the basic qualifications of the lower position are met by the employee electing to fill the lower classification, and that the employee has more total City service than the displaced employee.

17.2 Notice of Layoff

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

17.3 Re-employment

The names of permanent and probationary employees who are laid off or demoted in lieu of layoff shall be placed upon re-employment 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 re-employment 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 re-employment 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 re-employment and the date by which he or 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 re-appointment 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 re-employment and be removed from the reemployment list. Whenever a person is unavailable for re-employment, the next person who is eligible on the re-employment list shall be offered re-employment in the same manner and under the same conditions as above.

Permanent employees re-appointed 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 re-employment 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.

Section 18. Benefits

18.1 Health Benefits

The City shall maintain a Cafeteria Plan of Benefits account for each employee and credit amounts to it each pay period as follows:

July 1, 2010 through December 31, 2010:

- For each single employee: \$224.56 per pay period
- For each employee with one dependent: \$ 423.56 per pay period
- For each employee with more than one dependent: \$542.96 per pay period

As of the first pay period in January 2011, the above amounts will be increased by the entire sum of the rate increase for the year 2011 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2012, the above amounts will be increased by the entire sum of the rate increase for the year 2012 for the CalPERS Kaiser Medical Plan for each category.

The Cafeteria Plan shall include the following benefits options (and includes the PERS Minimum Employer Contribution for health care):

- 1) Health Care insurance (employee must select this option unless evidence of comparable coverage from another source is provided)
- 2) Dental insurance
- 3) Vision care
- 4) Life and Accidental Death and Dismemberment insurance
- 5) Long-term disability
- 6) Dependent care (Child Care, etc.) assistance reimbursement of costs: Dependent care expenses must qualify in accordance with the regulations set forth in Internal Revenue Code paragraph 129. The amount designated for dependent care assistance by an individual employee may not exceed \$5,000 during each taxable year (\$2,500 in the case of a separate return by a married individual).

Employees may select more benefits than covered by the amount credited to their account by the City. The additional cost for such benefits shall be deducted from the employee's check in pre-tax dollars.

Employees selecting benefits that result in the employee having a surplus of Cafeteria dollars in their Cafeteria plan will have those dollars added to their taxable income.

Probationary employees shall be placed on the rolls of the various insurance plans on the first day of the calendar month following their appointment to a permanently authorized position.

Employees shall be eligible to receive flu shots and poison oak shots, and the City shall pay the cost of such shots. Employees shall be eligible to receive hepatitis B inoculations subject to the consent of the employee. The City shall choose the medical clinic at which such immunizations will be administered.

18.2 Medical Waiver

Employees who provide the City with written evidence of medical coverage obtained through a spouse or other source that is comparable to the City's coverage may elect to not be covered by the City's plan and may, in lieu of receiving medical insurance, elect to receive a biweekly payment equal to the Cafeteria Plan of Benefits single employee credit amount shown in Section 17.1. The employee will sign a waiver form provided by the Personnel Division. Employees choosing coverage at a later time by one of the City sponsored plans will be subject to the requirements of the health insurance provider chosen by the employee(s).

18.3 Deferred Compensation

In accordance with IRS rules restrictions, an employee may make contributions to the deferred compensation plan on a form provided by Payroll.

18.4 Retiree Health Benefits

Employees who retire from City service under the provisions of the California Public Employees Retirement System (PERS) may continue receiving health insurance at their own cost under the City's Health Insurance Plans if they so elect. 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 continue to have the cost of Kaiser, employee-only premium monthly health insurance premium provided by the City and paid in full by the City until death. Should the retiree select a more expensive plan, the retiree shall pay the difference. However, the retired employee shall be required to pay one hundred percent (100%) of the cost of his spouse and/or eligible dependent children if he/she desires to continue them on the policy. The spouse and/or eligible dependent children may continue on the policy after the death of the employee, providing the spouse or other party responsible for the care of the dependent children pays for such continuance.

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 lowest cost option available under the City plan available to retirees for employee-only coverage.

18.5 Retirement Plan

Non-sworn personnel participate in the California Public Employees Retirement System (PERS) contract with the City's miscellaneous employees (MAPE/SEIU bargaining unit) and their benefits shall be determined by the contract in effect between the City of Sausalito and the California Public Employees Retirement System (PERS) for MAPE/SEIU.

The contract in effect between the City of Sausalito and the Public Employees Retirement System (PERS) for sworn personnel provides for a 3% at 55 pension formula, beginning November 1, 2001.

The benefits of both contracts (Safety and Miscellaneous) include single highest year, sick leave conversion, 1959 survivors' benefit and military service credit.

The City increased salaries of sworn officers by nine percent (9%) in lieu of payment of the employee's portion of the PERS contribution as provided under a plan which qualifies under Internal Revenue Code Section 414(h)(2). The employee shall pay the nine percent (9%) employee's required contribution toward the PERS retirement.

Section 19. Education/In-Service Training Incentive

In order to encourage advanced college education and formal in-service training, permanent full-time sworn employees may qualify for and receive additional salary. Such incentive pay will be provided to all sworn employees who satisfy the following conditions:

- 1) Full-time employment with the City for one (1) consecutive year or one (1) year of acceptable law enforcement experience, and has received the recommendation of the Department Head.
- 2) Completion of courses from an accredited college or university leading to the degrees listed below or successful completion of the POST certifications.
- 3) No employee shall be entitled to an Educational Incentive, a merit step increase or retention of a particular merit step unless the employee qualifies satisfactorily in the Police Department's In-Service Training Program and receives satisfactory personnel evaluations. Qualifications in the In-Service Training Program shall be determined by written and/or oral examination administered three (3) times within the fiscal year. If an employee fails to receive satisfactory personnel evaluations, he or she is no

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longer entitled to the Educational Allowance, a merit step increase, or merit step retention as determined by the Department Head until such time as qualification in the Training Evaluation Examination is satisfactorily completed.

For sworn employees hired before January 1, 2003, subject to the conditions described above, the City agrees to provide incentive pay until June 30, 2004 as follows:

- 1) 5% of salary for an Associate Degree (AS/AA), or
- 2) 10% of salary for a Bachelors Degree (BS/BA), or
- 3) 12.5% of salary for a Masters Degree (MA/MS)

On July 1, 2004, the education incentive was converted to a fixed dollar amount equal to the amount being received on June 30, 2004 and the incentive will remain at that dollar amount until such time as the Education Incentive for the employee would be greater under the program for employees hired after January 1, 2003, at which time the employee will begin to receive benefits under the new program.

For sworn employees hired after January 1, 2003, subject to the conditions described above, the City agrees to provide incentive pay as follows:

- 1) 3% of salary for an Associate Degree (AS/AA)/Intermediate POST Certificate, or
- 2) 5% of salary for a Bachelors Degree (BS/BA)/Advanced Post Certificate, or
- 3) 7% of salary for a Masters Degree (MA/MS)

An employee who obtains a degree or POST certificate, as described above, and who meets the above conditions shall submit a written memorandum through the chain of command advising the date of graduation. Upon receiving the diploma/certificate, the employee shall submit a written memorandum with a copy of the diploma/certificate attached. The employee shall receive the appropriate incentive pay from the date of graduation/certification, as noted on the diploma/certificate.

Section 20. Education Reimbursement

The City will reimburse employee receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. In order to be reimbursed for such costs, the employee must submit to the Department Head for approval by the City Manager the written request for reimbursement at least ten (10) working days prior to beginning the program and the employee must attain a passing grade of "B" or better or a "Pass" in a Pass/Fail program. For programs where a passing grade is not provided, presentation of a certificate of completion will be required.

Effective with the Council ratification of this agreement, employees shall be reimbursed up to thirty-nine dollars (\$39.00) per month for fitness and martial arts classes.

Each employee may receive such education reimbursement up to Two Thousand Dollars (\$2,000.00) per fiscal year. Educational reimbursement shall be prorated for employees working twenty (20) or more hours but less than forty (40) hours per week.

Section 21. Workers' Compensation Incentive

For any quarter within which there have been no new or continuing lost-time injuries, the City will pay \$5,000 (five thousand dollars) as a bonus to be distributed equally among the members of the bargaining unit. For any quarter within which there is only one new or continuing lost-time injury, the City will pay \$2,000 (two thousand dollars) as a bonus to be distributed equally among the members of the bargaining unit.

If an employee is injured in one quarter (1/4) and misses time, then returns to work but later misses additional time due to the same injury, the employee's lost time will be charged to each and every quarter (1/4) within which the employee loses work time that is attributable to that injury.

The term "lost time" excludes the time that an injured employee seeks medical assessment and/or treatment at the time of the initial injury. Lost time will apply to any full work day or work shift or to any portion of a work day or work shift after the date of initial injury when the work time missed is attributed to that injury.

The workers' compensation incentive pay will be paid as a separate check on the same date as the first payroll following the close of each quarter of the year.

Section 22. Catastrophic Leave Bank

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.

Section 23. ICMA Loan Program

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The ICMA loan program shall be available to employees who are eligible under ICMA rules.

Section 24. Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. Should any provision be declared null and void, the parties shall meet and confer on the effect of such decision and the parties agree to seek alternative language and/or benefits.

Section 25. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Association meet and confer.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

Section 26. Duration

This Memorandum of Understanding shall be effective July 1, 2010 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including June 30, 2012 and shall continue thereafter from year to year unless at least ninety (90) days prior to the first day of July 2012 or to the first day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

Section 27. Management Rights

Except as specifically limited by the express terms of this Agreement, the employer retains all of its rights to manage, supervise and control its operation. These rights and prerogatives include, without limitation, the unilateral right to:

- a) Manage its operation, determine its organization structure and mission and the means, equipment, machinery, technology, personnel and classification necessary to fulfill such mission;
- b) Determine budgetary priorities and allocate funds;
- c) Create, classify, reclassify, and/or merge classifications and increase, decrease or eliminate positions as the employer or its agents determine what is appropriate and in the interest of efficient operations or other lawful considerations;
- d) Lay off employees in its sole discretion subject to the provisions of the Memorandum of Understanding;
- e) Subcontract work performed by bargaining unit personnel; and
- f) Make changes in all other matters within the discretionary authority of the employer.

The employer's failure to exercise any of such rights shall not be deemed a waiver of such rights; rather, the rights of the employer expressed herein shall be inviolate during the term of this Agreement.

No provision of this management rights clause shall be construed to enlarge the Association's rights under this Agreement, nor shall this clause provide any basis for a grievance under the grievance procedure of this Agreement.

Should the City desire to exercise any of these rights, it shall, except in cases of emergencies, give the Association advance written notice of its intentions thereof and shall afford the Association the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

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IN WITNESS WHEREOF, the parties hereby have executed this Sausalito Police Association, Inc. of Understanding for July 1, 2010 through June 30, 2012.

SAUSALITO POLICE ASSOCIATION, INC. . CITY OF SAUSALITO



Mike Davis, Police Officer
S.P.A. President

Adam Politzer
City Manager

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**MEMORANDUM OF UNDERSTANDING
SAUSALITO POLICE ASSOCIATION, INC.**

APPENDIX A - SALARY CHARTS

SWORN PERSONNEL

Including the nine percent (9%) in-lieu of payment of the employee's portion of the PERS contribution, the monthly salary range for sworn classifications shall be as follows:

Effective July 1, 2010, the monthly salary range for the sworn classifications shall be as follows:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Police Sergeant	6,810	7,151	7,509	7,885	8,279
Police Corporal	5,917	6,213	6,524	6,850	7,193
Police Officer Assigned to Investigations	5,917	6,213	6,524	6,850	7,193
Police Officer	5,636	5,917	6,214	6,525	6,851

NON-SWORN PERSONNEL

Including the eight (8%) in-lieu of payment of the employee's portion of the PERS contribution, the monthly salary range for non-sworn classifications shall be as follows:

Effective July 1, 2010, the monthly salary range for the non-sworn classifications shall be as follows:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Parking Enforcement Officer	3,910	4,106	4,310	4,526	4,753
Administrative Aide I	4,006	4,207	4,416	4,637	4,869

APPENDIX B – OVERTIME TABLE

The following overtime codes for sworn personnel are used on the City's payroll timesheet. This table provides a reference between the overtime code and the section of the MOU that relates to that code.

PAYROLL TIMESHEET OVERTIME CODE	MOU SECTION
01/02 Overtime Patrol	8.3 Overtime
03/04 Overtime Call Back	7.6 Call Back Pay (not affected by MOU Section 8.3)
05/06 Training Overtime	8.7 Training Time (not affected by MOU Section 8.3)
07/08 Overtime Court Standby	8.6 Off Duty Court Standby Pay (not affected by MOU Section 8.3)
09/10 Overtime Court	8.5 Off Duty Court Appearance Pay (not affected by MOU Section 8.3)
11/12/13/14 Overtime Special Event	8.3 Overtime
15/16 Overtime Investigations	8.3 Overtime
17/OT Officer in Charge OT	8.3 Overtime
18/OT Field Training Officer OT	8.3 Overtime
OS Overtime Straight Time	8.3 Overtime
OT Overtime Pay	8.3 Overtime
CT Comp Time Earned	8.3 Overtime

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STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE

Approve the Memorandum of Understanding between the City and the Southern Marin Professional Firefighters, Sausalito Group, IAFF Local 1775.

RECOMMENDED MOTION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP, IAFF LOCAL 1775

SUMMARY:

Representatives of the Association and the City have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Association, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees. An agreement that includes no wage increases and no reduction in benefits for two fiscal years (FY 2010 through FY 2012) has been accepted by the Association. Staff recommends that Council adopt a Resolution approving the MOU as agreed.

ISSUES

None identified.

FISCAL IMPACT

No wage increase and no reduction in benefits is within the framework of the FY 2010-2012 strategic resource allocation plan, and is consistent with the appropriation levels of the adopted FY 2011 City Budget.

STAFF RECOMMENDATION

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP, IAFF LOCAL 1775

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ATTACHMENTS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP, IAFF LOCAL 1775

COPY WITH ATTACHMENTS: Sausalito Group, IAFF Local 1775

PREPARED BY:

Charlie Francis
Administrative Services Director/Treasurer

REVIEWED BY:

Mary Anne Wagner, Esq.
City Attorney

SUBMITTED BY:

Adam W. Politzer
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAUSALITO AND THE SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, SAUSALITO GROUP, IAFF LOCAL 1775

WHEREAS, representatives of the Southern Marin Professional Firefighters, Sausalito Group, IAFF Local 1775 (“the Association”) and the City (the “Parties”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit; and

WHEREAS, the Parties have freely exchanged information, opinions and proposals and reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees; and

WHEREAS, the Parties have agreed to no wage increases and no reduction in benefits for Fiscal Years Ending 2011 and 2012; and

WHEREAS, the Parties have reached an Agreement and desire to enter into a Memorandum of Understanding pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the “MOU”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sausalito, California, as follows:

- (1) The attached Memorandum of Understanding between the City of Sausalito and the Southern Marin Professional Firefighters, Sausalito Group, IAFF Local 1775 pursuant to the provisions of Section 3500, *et seq.* of the Government Code of the State of California (the “MOU”) is hereby approved by the City Council of the City of Sausalito.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito held on the ____ day of _____ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

CITY CLERK

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

JULY 1, 2010 – JUNE 30, 2012

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, 2010 and shall terminate upon the earlier to occur of: (1) June 30, 2012; 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
Engineer
Firefighter
Engineer/Paramedic
Firefighter/Paramedic

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, 2010 and ending upon the earlier to occur of: (1) June 30,2012; or (2) the termination of the SMFPD Agreement.

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1. **Salaries:**

The salary plan shall outline the salary structure for the classifications represented by the Association to reflect current salaries effective on July 1, 2010 for all such classifications, and the salaries shall be paid bi-weekly. The monthly salaries effective on July 1, 2010 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. Employees shall have no right to benefit or salary changes that occur after the employee separates from employment or retires, even when benefits or pay is retroactive to a period of time prior to the employee's separation or retirement dates.

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.

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

Step 1: The first (1st) 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 (2nd) step should be released.

Step 3: The third (3rd) 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 (3rd) 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 (4th) 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 (1st) 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 (1st) step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first (1st) 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 (2nd) step should be released.

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Step 3: The third (3rd) 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 (3rd) 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 (4th) 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. **Section 5 deleted pursuant to Resolution No. 5100**

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

Step 1: The first (1st) 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 (1st) 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 (2nd) 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.

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

7. **Minimum Staffing:**

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

One (1) – Captain 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 24th and December 25th of the same year, the shift assigned to work December 23rd will be assigned to work December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.

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 Delta Dental with an orthodontic benefit included through Benefit and Risk Management Services (brms). 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 10th 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 employees 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 80% of the Kaiser single rate 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:

	<u>Working Hours Earned/Pay Period</u>	<u>Working Hours Earned/Year</u>	<u>Working Shifts Earned/Year</u>
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 (1st) day of the first (1st) full pay period following their appointment to a regularly authorized position. On the first day of the seventh (7th) 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

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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 (1st) day of the first (1st) full pay period following their appointment to a regularly authorized position. On the first (1st) day of the second (2nd) 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). The payment required under this Section 26 shall be made annually on the first pay period in October.

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 27 with respect to Grievances and Section 28 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.

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- 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

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the physical symptoms of being under the influence of a drug or alcohol; or

- C) An arrest of 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.

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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 ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

¹ 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 ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml

Opiates

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

Amphetamines

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² 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

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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.

Printed or Typed Name of Employee

Signature of Employee

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, 2010 and shall remain in full force and effect until the 30th day of June, 2012. 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 1st day of June, 2010:

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

CITY OF SAUSALITO

By:

, IAFF
By:

Adam Politzer, City Manager

Charlie Casalnuovo, IAFF

By:

Counsel for IAFF, Local 1775

ATTACHMENT NO. 1

1. Monthly base salaries effective January 1, 2010 through June 30, 2010

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	ENGINEER
Fire Captain	\$7,152	\$7,528			
Firefighter	\$5,642	\$5,759	\$5,876	\$5,994	\$6,117
Firefighter/Paramedic	\$6,359	\$6,488	\$6,622	\$6,756	\$6,894

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