



**SAN RAFAEL CITY COUNCIL – MONDAY, OCTOBER 15, 2018**

**REGULAR MEETING  
COUNCIL CHAMBERS, CITY HALL  
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

**AGENDA**

**OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 6:15 PM**

1. Mayor Phillips to announce Closed Session item

**CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 6:15 PM**

2. Closed Session:
  - a. Conference with Legal Counsel – Anticipated Litigation  
Government Code Section 54956.9 (d) (2):  
Significant Exposure to Litigation (One potential case)

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

**CITY MANAGER’S REPORT:**

3. City Manager’s Report

**CONSENT CALENDAR:**

The opportunity for public comment on consent calendar items will occur prior to the City Council’s vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:
  - a. **Approval of Minutes**  
Approval of Minutes of City Council / Successor Agency Regular and Special Meetings of October 1, 2018 (CC)  
*Recommended Action – Approve as submitted*
  - b. **Measure E Transactions and Use Tax Oversight Committee Vacancies**  
Call for Applications to Fill Two Four-Year Terms on the San Rafael Measure E Transactions and Use Tax (TUT) Oversight Committee to the End of November 2022 Due to the Expiration of Terms of Jacqueline Schmidt and Lawrence “Larry” Luckham (CC)  
*Recommended Action – Approve staff recommendation*

c. **Francisco Blvd West Multi-Use Path Funding Request**

Resolution Authorizing the City Manager to Execute a Cooperative Funding Agreement with the Transportation Authority of Marin Allocating \$2.95 Million of Regional Measure 2 Funding to the Second Street to Andersen Drive Multi-Use Pathway (PW)

*Recommended Action – Adopt Resolution*

**OTHER AGENDA ITEMS:**

5. Other Agenda Items:

a. **Draft Climate Change Action Plan 2030**

Discussion on the City's Draft Climate Change Action Plan Update to Meet 2030 Greenhouse Gas Reduction Targets (CM)

*Recommended Action – Accept report and provide feedback to staff*

b. **Fire Chief Officers' Association Memorandum of Understanding**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (SRFCOA) (July 1, 2018 Through June 30, 2020) (HR)

*Recommended Action – Direct staff to return with Resolution adopting MOU*

c. **Police Mid-Managers' Association Memorandum of Understanding**

Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Managers' Association (SRPMMA) (July 1, 2018 Through June 30, 2020) (HR)

*Recommended Action – Direct staff to return with Resolution adopting MOU*

d. **Amended Compensation for Executive Management Employees**

Second Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020) (HR)

*Recommended Action – Adopt Resolution*

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

6. Councilmember Reports:

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar: - None.

**ADJOURNMENT:**

*Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.*

In the Council Chambers of the City of San Rafael, Monday, October 1, 2018



**Regular Meeting  
San Rafael City Council**

**Minutes**

[How to participate in your City Council meeting PDF](#)

Present: Mayor Phillips  
Vice-Mayor Gamblin  
Councilmember Bushey  
Councilmember Colin  
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz  
City Attorney Robert Epstein  
City Clerk Lindsay Lara

**OPEN SESSION - COUNCIL CHAMBERS, CITY HALL - 6:30 PM**

1. Mayor Phillips to announce the Closed Session item.

**CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM, CITY HALL - 6:30 PM**

2. Closed Session:
  - a. Conference with Labor Negotiators  
Government Code Section 54957.6  
Lead Negotiator: Timothy L. Davis (Burke, Williams & Sorensen)  
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Lauren Monson, Nadine Hade, Christopher Gray, Diana Bishop  
Employee Organizations: San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

[City Attorney Robert Epstein announced that no reportable action was taken](#)

**OPEN TIME FOR PUBLIC EXPRESSION - 7:00 PM**

[None](#)

**CITY MANAGER'S REPORT:**

3. City Manager's Report
  - [City Manager Jim Schutz announced:](#)

- Transit Center Community Meeting to be held on Tuesday, October 30th, 2018 at Whistlestop at 5:30pm;
- County of Marin Homelessness meeting to be held on Tuesday, October 23rd, 2018 at 9:00am in Board Chambers; and
- National Coffee with a Cop Day on Wednesday, October 3rd, 2018 from 8:30am - 10:30am

Mayor Phillips

**SPECIAL PRESENTATION:**

**4. Special Presentation**

**a. Presentation by Marin Municipal Water District Regarding Water Infrastructure Maintenance and Water Conservation**

Crystal Yezman, Marin Municipal Water District Facilities and Watershed Division Manager, gave a presentation

Councilmember Colin / Crystal Yezmen

Councilmember McCullough / Crystal Yezmen

Councilmember McCullough

Councilmember Bushey / Crystal Yezman

Mayor Phillips

City Attorney Robert Epstein

Mayor Phillips invited public comment; however, there was none

**CONSENT CALENDAR:**

**5. Consent Calendar Items:**

Mayor Phillips invited public comment; however, there was none.

Councilmember Bushey moved and Councilmember Colin seconded to approve Consent Calendar Items:

**a. Approval of Minutes**

**Approval of Minutes of City Council / Successor Agency Regular Meetings of September 4, 2018 and September 17, 2018 (CC)**

[Minutes 09/04/2018](#)

[Minutes 09/17/2018](#)

Approved as submitted

- b. **Bicycle and Pedestrian Advisory Committee Vacancies**  
Call for Applications to Fill Four Four-Year Terms and One Four-Year Alternate Term on the San Rafael Bicycle and Pedestrian Advisory Committee, to the End of November 2022 Due to the Expiration of Terms of Tim Gilbert, Kate Powers, Kevin Hagerty, Daniel "DJ" Allison and Alternate Member Gerald Belletto (CC)  
[Bicycle and Pedestrian Advisory Committee Vacancies](#)

Approved staff recommendation

- c. **1650 Los Gamos - Kaiser-Permanente Office Building**  
Second Reading and Final Adoption of Ordinance No. 1962 - An Ordinance of the San Rafael City Council Approving an Amendment to Planned Development (PD-1590) Zoning to: 1) Separate 1650 Los Gamos Drive from Existing PD-1590 and 2) Create a New PD Zoning District for 1650 Los Gamos Drive with Land Use Regulations and Development Standards to Allow Medical Office Use in Addition to General Office Uses (Kaiser Medical Office Building at 1650 Los Gamos Dr - APN's 165-220-12 &13) (CD)  
[1650 Los Gamos - Kaiser-Permanente Office Building](#)

ORDINANCE 1962 - AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD-1590) ZONING TO: 1) SEPARATE 1650 LOS GAMOS DRIVE FROM EXISTING PD-1590 AND 2) CREATE A NEW PD ZONING DISTRICT FOR 1650 LOS GAMOS DRIVE WITH LAND USE REGULATIONS AND DEVELOPMENT STANDARDS TO ALLOW MEDICAL OFFICE USE IN ADDITION TO GENERAL OFFICE USES (KAISER MEDICAL OFFICE BUILDING AT 1650 LOS GAMOS DR - APN'S 165-220-12 &13)

- d. **1650 Los Gamos - Kaiser-Permanente Office Building**  
Second Reading and Final Adoption of Ordinance No. 1963 - An Ordinance of the San Rafael City Council Approving a City-Initiated Rezoning of an Existing Planned Development (PD-1590) District for 1600 Los Gamos Drive to Remove References to the 1650 Los Gamos Drive Property from the PD District Text, Following Rezoning of that Property into a Separate PD District by Separate Action (1600 Los Gamos Dr - Marin Commons- APN's: 165-220-10 &11) (CD)  
[1650 Los Gamos - Kaiser-Permanente Office Building](#)

ORDINANCE 1963 - AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING A CITY-INITIATED REZONING OF AN EXISTING PLANNED DEVELOPMENT (PD-1590) DISTRICT FOR 1600 LOS GAMOS DRIVE TO REMOVE REFERENCES TO THE 1650 LOS GAMOS DRIVE PROPERTY FROM THE PD DISTRICT TEXT, FOLLOWING REZONING OF THAT PROPERTY INTO A SEPARATE PD DISTRICT BY SEPARATE ACTION. (1600 LOS GAMOS DR - MARIN COMMONS- APN'S: 165-220-10 &11)

- e. **Marin County Triathlon Event Road Closure**  
Resolution Authorizing Temporary Closure of Pt. San Pedro Road from Riviera Drive to Biscayne Drive for the Marin County Triathlon on November 3, 2018 from 8:30 AM to 11:30 AM and on November 4, 2018 from 8:30 AM to 1:00 PM (CS)  
[Marin County Triathlon Event Road Closure](#)

RESOLUTION 14588 – RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PT. SAN PEDRO ROAD FROM RIVIERA DRIVE TO BISCAYNE DRIVE FOR THE MARIN COUNTY TRIATHLON ON NOVEMBER 3, 2018 FROM 8:30 AM TO 11:30 AM AND ON NOVEMBER 4, 2018 FROM 8:30 AM TO 1:00 PM

- f. **West End Village Celebration Family Fun Day Road Closure**  
**Resolution Authorizing Temporary Closure of Fourth Street from Shaver to H Streets, Ida Street from Second Street to Fourth Street, G Street from Second Street to Fifth Avenue, and F Street from Fifth Avenue to Latham Street for the West End Village Celebration Family Fun Day November 4, 2018 from 7 AM to 10 PM (CS)**  
[West End Village Celebration Family Fun Day Road Closure](#)

RESOLUTION 14589 – RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF FOURTH STREET FROM SHAVER TO H STREETS, IDA STREET FROM SECOND STREET TO FOURTH STREET, G STREET FROM SECOND STREET TO FIFTH AVENUE, AND F STREET FROM FIFTH AVENUE TO LATHAM STREET FOR THE WEST END VILLAGE CELEBRATION FAMILY FUN DAY NOVEMBER 4, 2018 FROM 7 A.M. TO 10 P.M.

- g. **Hispanic Heritage Month**  
**Resolution Supporting Hispanic Heritage Month, 2018 (ED)**  
[Hispanic Heritage Month](#)

RESOLUTION 14590 – RESOLUTION SUPPORTING HISPANIC HERITAGE MONTH, 2018

- h. **San Quentin Pump Station Reconstruction**  
**Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for Final Engineering Design and Environmental Clearance Services Associated with the San Quentin Pump Station Reconstruction Project, in the Amount of \$245,979, for a Total Contract Not-to-Exceed Amount of \$374,017 (PW)**  
[San Quentin Pump Station Reconstruction](#)

RESOLUTION 14591 – RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR FINAL ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH THE SAN QUENTIN PUMP STATION RECONSTRUCTION PROJECT, IN THE AMOUNT OF \$245,979, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$374,017

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

**SPECIAL PRESENTATION:**

6. **Special Presentation:**

a. **Presentation of Resolution Supporting Hispanic Heritage Month, 2018**

Mayor Phillips presented the Resolution of Appreciation to Cecilia Zamora, Hispanic Chamber of Commerce

Cecilia Zamora

**OTHER AGENDA ITEMS:**

7. **Other Agenda Items:**

- a. **Rental Discrimination**  
**Discussion on a Draft Ordinance Addressing Rental Housing Source of Income Discrimination (CM)**  
[Rental Discrimination](#)

Andrew Hening, Director of Homeless Planning and Outreach, presented the staff report

City Manager Jim Schutz

Mayor Phillips

Councilmember Colin / Andrew Hening

Councilmember Gamblin / Andrew Hening

Councilmember Gamblin / Andrew Hening

Councilmember Bushey / Andrew Hening

Councilmember McCullough / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips invited public comment

Leelee Thomas, Marin County Community Development Agency

Caroline Peattie, Fair Housing Advocates of Marin County

David Levin, Legal Aid of Marin

Councilmember Bushey / David Levin

Councilmember Bushey / David Levin

Peter Mendoza, Marin Center for Independent Living

Mayor Phillips / Peter Mendoza

Julia Kiely Reich, Marin Organizing Committee

Linda Jackson, Aging Action Initiative

Bill Carney, Sustainable San Rafael

Lisel Blash, Marin Environmental Housing Collaborative (MEC)

John Reynolds, Marin Organizing Committee

Wendy Todd

Mayor Phillips closed the public comment period

City Attorney Robert Epstein

Mayor Phillips / Andrew Hening

Mayor Phillips

Councilmember Gamblin / Andrew Hening

Councilmember Gamblin / Andrew Hening

Councilmember Colin

Councilmember Bushey

Councilmember McCullough

Councilmember Colin / Leelee Thomas / Andrew Hening

Councilmember McCullough / Leelee Thomas

Councilmember McCullough / Leelee Thomas

Councilmember McCullough / Leelee Thomas

Councilmember McCullough / Leelee Thomas

Mayor Phillips / Andrew Hening

Mayor Phillips

Councilmember Bushey

Mayor Phillips



Councilmember Colin

Councilmember Gamblin / Andrew Hening

Councilmember Gamblin / Andrew Hening

Councilmember Gamblin

Councilmember Colin

Councilmember Gamblin / Leelee Thompson

Councilmember Gamblin / Leelee Thompson

Councilmember Gamblin / Leelee Thomas

Councilmember Gamblin / Leelee Thomas

Councilmember Gamblin / Leelee Thomas

Councilmember Gamblin / Leelee Thomas

Mayor Phillips / Leelee Thomas

Mayor Phillips

Councilmember Gamblin

Mayor Phillips

Councilmember Gamblin

City Manager Jim Schutz

Mayor Phillips

Councilmember Gamblin moved and Councilmember McCullough seconded to accept the report

Accepted report and provided direction to staff

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: Councilmembers: None

ABSENT: Councilmembers: None

- b. **Tiscornia Marsh - East Canal Street**  
**Resolution Approving and Authorizing the Mayor to Sign a Letter of Endorsement and Support for the Marin Audubon Society's Measure AA Application to Fund the Tiscornia Marsh Habitat Restoration & Sea Level Rise Adaptation Project (Canal St.) (CD)**  
[Tiscornia Marsh - East Canal Street](#)

Paul Jensen, Community Development Director, presented the staff report

Mayor Phillips / Paul Jensen

Councilmember McCullough / Paul Jensen

Councilmember Colin / Paul Jensen

Mayor Phillips invited public comment

Barbara Salzman, Marin Audubon Society

Mayor Phillips

Dane Behrens, Environmental Science Associates

Mayor Phillips

Elizabeth Stone

Kate Wanvick

Mayor Phillips

Warren Weisenberg

Mayor Phillips

Warren Weisenberg

Amy Sugeshenski

Bill Weeks

Mayor Phillips

Bill Carney, Sustainable San Rafael

Mayor Phillips

Barbara Salzman

Mayor Phillips / Barbara Salzman / Paul Jensen

Mayor Phillips

There being no further comment from the audience, Mayor Phillips

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14592 – RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF ENDORSEMENT AND SUPPORT FOR THE MARIN AUDUBON SOCIETY’S MEASURE AA APPLICATION TO FUND THE TISCORNIA MARSH HABITAT RESTORATION & SEA LEVEL RISE ADAPTATION PROJECT (CANAL ST.)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

- c. **Fire Chief Officer Services for Marinwood**  
**Resolution Authorizing the City Manager to Execute a First Amendment to the Joint Exercise of Powers Agreement Between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing to Include Fire Chief Officer Services (FD)**  
[Fire Chief Officer Services for Marinwood](#)

Fire Chief Christopher Gray presented the staff report

Mayor Phillips

Councilmember McCullough / Chief Gray

Mayor Phillips invited public comment; however, there was none

Councilmember Bushey moved and Councilmember Colin seconded to adopt the Resolution

RESOLUTION 14593 – RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND MARINWOOD COMMUNITY SERVICES DISTRICT FOR FIRE PROTECTION, EMERGENCY SERVICES, AND PERSONNEL SHARING TO INCLUDE FIRE CHIEF OFFICER SERVICES

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

- d. **San Rafael Firefighters' Association Memorandum of Understanding Resolution Approving the Memorandum of Understanding Between the City and San Rafael Firefighters' Association Pertaining to Compensation and Working Conditions (July 1, 2018 through June 30, 2020) (HR)**  
[San Rafael Firefighters' Association MOU](#)

Assistant City Manager Cristine Alilovich presented the staff report

Mayor Phillips

Mayor Phillips invited public comment; however, there was none

Councilmember Bushey moved and Councilmember Gamblin seconded to adopt the Resolution

RESOLUTION 14594 – RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL FIREFIGHTERS' ASSOCIATION PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2018 THROUGH JUNE 30, 2020)

AYES: Councilmembers: Bushey, Colin, Gamblin & Mayor Phillips  
NOES: Councilmembers: McCullough  
ABSENT: Councilmembers: None

- e. **Amended Compensation for Executive Management Employees Discussion and Consideration of an Amended Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020) (HR)**  
[Amended Compensation for Executive Mgmt Employees](#)

Assistant City Manager Cristine Alilovich presented the staff report

Mayor Phillips invited public comment; however, there was none

Councilmember Bushey moved and Councilmember Gamblin seconded to direct staff to return with resolution for adoption

Directed staff to return with resolution for adoption

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**  
**(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)**

8. **Councilmember Reports:**

- Councilmember Colin attended:
  - Disaster Preparedness;
  - San Rafael Safe Routes to School;
  - Census 2020; and
  - North Bay Climate Leadership Workshop

**SAN RAFAEL SUCCESSOR AGENCY**

1. Consent Calendar: - None.

**ADJOURNMENT:**

Mayor Phillips adjourned the meeting at 9:42 p.m.

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LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

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GARY O. PHILLIPS, Mayor

DRAFT

In the City Manager's Conference Room of the City of San Rafael, Monday, October 1, 2018



**Special Meeting  
San Rafael City Council**

**Minutes**

Present: Mayor Phillips  
Vice-Mayor Gamblin  
Councilmember Bushey  
Councilmember Colin  
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz  
City Clerk Lindsay Lara  
Interim Library Director Henry Bankhead

- 1. Special Library Parcel Tax Committee Interviews**  
Interviews of Applicants and Consideration of Appointment to Fill One Unexpired Four-Year Term on the Special Library Parcel Tax Committee to the End of July 2022, Due to the Resignation of Robert Ross (CC)  
[Special Library Parcel Tax Interviews](#)

The City Council interviewed William "Gil" Pruitt. Candidates Kelly Stuart and Lisa Read withdrew their applications.

Councilmember Colin moved and Councilmember McCullough seconded to approve the appointment of William 'Gil' Pruitt to fill one unexpired four-year term on the Measure D Special Library Parcel Tax Committee to the end of July 2022

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None

**ADJOURNMENT:**

Mayor Phillips adjourned the meeting at 6:28 p.m.

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LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

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GARY O. PHILLIPS, Mayor



**SAN RAFAEL CITY COUNCIL STAFF REPORT**

Department: City Clerk

Prepared by: Lindsay Lara,  
City Clerk

City Manager Approval: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

**TOPIC: Measure E Transactions and Use Tax (TUT) Oversight Committee Vacancy**

**SUBJECT: CALL FOR APPLICATIONS TO FILL TWO FOUR-YEAR TERMS ON THE SAN RAFAEL MEASURE E TRANSACTIONS AND USE TAX (TUT) OVERSIGHT COMMITTEE TO THE END OF NOVEMBER 2022 DUE TO THE EXPIRATION OF TERMS OF JACQUELINE SCHMIDT AND LAWRENCE "LARRY" LUCKHAM**

**RECOMMENDATION:**

It is recommended that the City Council approve the following actions:

1. Call for applications to fill two four-year terms on the San Rafael Measure E Transactions and Use Tax (TUT) Oversight Committee to November 30, 2022;
2. Set deadline for receipt of applications for Tuesday, November 6, 2018 at 5:00 p.m. at City Hall in the City Clerk's Office, Room 209; and
3. Set date for interviews of applicants at a special City Council meeting to be held on a date to be determined.

**BACKGROUND:**

The Measure 'E' TUT Oversight Committee ensures that all revenues received from the voter-approved local Transactions and Use Tax (Measure 'E') are spent only on permissible uses, as outlined in Ordinance No. 1913. The Committee does not have any budgetary decision authority, does not allocate financial resources, and does not make budget or service recommendations to the City Council. The Committee meets once each fiscal year.

**ANALYSIS:**

The terms of Jacqueline Schmidt and Lawrence "Larry" Luckham are set to expire on November 30, 2018. Both incumbents have expressed an interest in reapplying.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Oversight Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City. By approving this item, staff will be able to release a Call for Applications for eligible and interested community members to apply. Once applications are received and reviewed, the City Clerk's Office will schedule a special City Council meeting where the City Council will interview candidates and make a selection to appoint candidates to the Measure E TUT Oversight Committee.

**FISCAL IMPACT:** There is no fiscal impact associated with this item.

**RECOMMENDED ACTION:** It is recommended that the City Council approve the following:

1. Call for applications to fill two four-year terms on the San Rafael Measure E Transactions and Use Tax (TUT) Oversight Committee to November 30, 2022;
2. Set deadline for receipt of applications for Tuesday, November 6, 2018 at 5:00 p.m. at City Hall in the City Clerk's Office, Room 209; and
3. Set date for interviews of applicants at a special City Council meeting to be held on a date to be determined.

**ATTACHMENTS:**

1. Application Materials



## Two Vacancies

### Measure E Transactions and Use Tax (TUT) Oversight Committee

Applications to serve on the Measure E Transactions and Use Tax (TUT) Oversight Committee to fill two, four-year terms to the end of November 2022 may be obtained online at <https://www.cityofsanrafael.org/boards-commissions/> and may be completed and submitted electronically. Hard copies of the application are also available in the City Clerk's Office.

Deadline for filing applications: **Tuesday, November 6, 2018 at 5:00 p.m.**

There is no compensation paid to Committee Members. Members must comply with the City's ethics training requirement of AB 1234, and reimbursement policy. See attached information.

#### **RESIDENTS OF THE CITY OF SAN RAFAEL ONLY MAY APPLY.**

The Measure E Transactions and Use Tax (TUT) Oversight Committee meets once annually. These meetings shall comply with all provisions of the Brown Act.

Interviews of applicants will be scheduled to be scheduled on a date to be determined.

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Lindsay Lara  
City Clerk  
City of San Rafael

Dated: October 16, 2018

**CITY OF SAN RAFAEL APPLICATION TO SERVE AS MEMBER OF  
Measure E Transactions and Use Tax (TUT) Oversight Committee**

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

RESIDENT OF THE CITY OF SAN RAFAEL FOR \_\_\_\_\_ YEARS

PRESENT POSITION: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\*HOME & BUSINESS PHONE: \_\_\_\_\_

\*E-MAIL ADDRESS: \_\_\_\_\_

EDUCATION: \_\_\_\_\_

\_\_\_\_\_

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MY REASONS FOR WANTING TO SERVE ARE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DESCRIBE POSSIBLE AREAS IN WHICH YOU MAY HAVE A CONFLICT OF INTEREST WITH THE CITY: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**Filing Deadline:**

Date: Tuesday, November 6 2018  
Time: 5:00 p.m.

**Mail or deliver to:**

City of San Rafael, Dept. of City Clerk  
City Hall, 1400 Fifth Avenue, Room 209  
P.O. Box 151560, San Rafael, CA 94915

\*Information kept confidential, to the extent permitted by law.

# Measure 'E' Transactions and Use Tax (TUT) Oversight Committee Guidelines and Policy

## I. Mission

To ensure that all revenues received from the voter approved Transactions and Use Tax (Measure E) are spent on uses outlined in San Rafael Ordinance 1913.

## II. Governing Authority for Committee Formation

Section 3.19.144 of the San Rafael Municipal Code requires the establishment of an Independent Oversight Committee:

*“A City Transactions and Use Tax Committee, to be established by the City Council by Resolution, shall review the collection and expenditure of tax revenues collected under the authority of this Chapter. The committee shall consist of at least 5 members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.”*

## III. Roles, Responsibilities and Duties

A) The responsibilities and duties of the Committee shall be limited to:

- 1) Review expenditures of Measure E general tax revenues to ensure the monies have been expended in accordance with the authorized municipal purposes of Measure E. To complete this review, the Committee shall:
  - i) Understand allowable expenses of Measure E general tax funds (as identified in Section 3.19.080 of the Municipal Ordinance) which states:  
*The proceeds of the transactions and use tax imposed by this Chapter shall be deposited into the General Fund of the City to be used for all general government purposes which may include, but are not limited to, fire and police protection, street and sidewalk repair and maintenance, library services, park repair and maintenance, recreational programs, building and code enforcement services, planning and zoning services, capital equipment requirements, repair and replacement of City facilities, capital improvement projects, operational expenses, fiduciary responsibilities, administration, indebtedness and general obligations of the City. The tax imposed by this Chapter is intended to be and is, a general tax, the proceeds of which are to be spent as the City Council shall in its discretion, from time to time, determine.*
  - ii) Review documentation from City Council and from City Council-appointed advisory committees that pertain to the prioritization of use of Measure E general tax funds.
  - iii) Review annual reports prepared by the City's Finance Department that track the receipt and spending of Measure E general tax funds.

- iv) Prepare and submit to the City Council and the community an annual public report on the expenditures of Measure E general tax revenues for the previous fiscal year. (Committee Meetings will typically be held in the fall, for the fiscal year ending on the preceding June 30.)
- 2) Fulfill the final responsibilities of the Measure S TUT Oversight Committee under Ordinance 1837: Review and report on the final expenditures of Measure S during fiscal year 2013-2014, through its termination on March 31, 2014, to ensure that monies have been expended consistent with the authorized purposes of Measure S.
- B) The Committee shall not have any budgetary decision authority, shall not allocate financial resources, and shall not make budget or service recommendations to the City Council.
- C) The Committee shall not have authority to direct, nor shall it direct, City staff or officials.

#### **IV. Committee Structure:**

##### A) Appointments

- 1) The City Council shall make appointments to the Committee consistent with the established manner of appointing various City Commissions and related committee members.
- 2) The Committee shall be composed of five (5) members

##### B) Qualification Standards

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Oversight Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

##### C) Term

Committee members shall serve for a term of four years. Members' terms are to be staggered; The City Council will determine which three of the initial appointments will be for a two-year term.

##### D) Chair and Vice-Chair

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a chair and a Vice-Chair, who shall act as Chair only when the chair is absent.

##### E) Compensation

The Committee members shall serve without compensation.

##### F) Meetings

- 1) The Committee shall conduct at least one meeting each fiscal year.

- 2) Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
- 3) All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
- 4) A majority of the Committee members shall constitute a quorum for the transaction of any business.

G) Vacancies and Removal

- 1) The City Council shall fill any vacancies on the Committee.
- 2) The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive Committee meetings. Upon a member's removal, his or her seat shall be automatically deemed vacant.

H) City Support

The City shall provide the Committee with necessary technical and administrative assistance, including:

- 1) Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
- 2) Provision of a meeting room, including any available City audio/visual equipment.
- 3) Provision of meeting materials, such as agendas, minutes and supporting reports.
- 4) Retention of Committee records.
- 5) Properly staff all Committee meetings.
- 6) Educate Committee members on municipal finance.

I) Termination of Committee

The Measure E TUT Oversight Committee shall automatically disband six (6) months after the end of the fiscal year in which the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance. The purpose of this time is to allow the Committee to complete its final report.

## **NOTICE TO BOARD & COMMISSION APPLICANTS**

### **REGARDING ETHICS TRAINING**

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study. Online training is available at on line at <http://www.fppc.ca.gov/index.php?id=477> and is free of charge.

After you have completed the ethics class, the original certificate needs to be given to the City Clerk's Office for record-keeping, with a copy kept for your records.

#### **AB 1234 (Salinas). Local Agencies: Compensation and Ethics Chapter 700, Statutes of 2005**

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative



**SAN RAFAEL**  
THE CITY WITH A MISSION

**Agenda Item No: 4.c**

**Meeting Date: October 15, 2018**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:**

File No.: 16.01.285

**TOPIC: FRANCISCO BLVD WEST MULTI-USE PATH FUNDING REQUEST**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FUNDING AGREEMENT WITH THE TRANSPORTATION AUTHORITY OF MARIN ALLOCATING \$2.95 MILLION OF REGIONAL MEASURE 2 FUNDING TO THE SECOND STREET TO ANDERSEN DRIVE MULTI-USE PATHWAY**

**RECOMMENDATION:** Adopt the resolution.

**BACKGROUND:** The North-South Greenway is a non-motorized transportation network in Marin County that has been, and will continue to be, implemented in phases. The intent of the greenway is to provide pedestrian and bicycle access in the north-south direction through Marin. This connection is important to provide access for non-motorized vehicles and pedestrians to Transit stations, such as the Bettini Center and the Ferry. Several components of this greenway are already in place, such as the Puerto Suello Pathway which parallels highway 101 from Mission Avenue to Los Ranchitos Road. However, a separated pathway does not exist from Downtown San Rafael to the CalPark Tunnel Pathway.

In the spring of 2018 the City of San Rafael contracted with BKF Engineers to design a Multi-Use Pathway (MUP) from Andersen Drive to Second Street, which parallels the Sonoma-Marin Area Rail Transit (SMART) facility currently being constructed. Based on fiscal constraints of the installing the pathway, the project has been separated into two phases. The first phase of the work includes the installation of a class 1 multi-use path from Andersen drive to Rice Drive. This section of the MUP will parallel SMART's rail system. The second section of the pathway is anticipated to be constructed from Rice Drive to Second Street.

The Transportation Authority of Marin (TAM), as well as the Metropolitan Transportation Commission (MTC), support the building of this project and have allocated funds to advance the project. On February 12, 2018, the TAM board [authorized their executive director to submit a request to the MTC to allocate \\$2.95 million of Regional Measure 2 \(RM2\) funding](#) and authorized the attached cooperative funding agreement with the City of San Rafael.

**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

**FISCAL IMPACT:**

On [June 4, 2018](#) the San Rafael City Council issued a change order to SMART to construct the first phase of the MUP from Andersen to Rice Drive. The \$2.95 million was included in the fiscal summary presented to the City Council at that time. These funds are being provided to San Rafael to advance the construction of the Multi-Use path and there is no fiscal impact to the City.

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a cooperative funding agreement between the City of San Rafael and the Transportation Authority of Marin.

**ATTACHMENTS:**

1. Resolution
2. Exhibit 1 to Resolution: Cooperative Funding Agreement



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FUNDING AGREEMENT WITH THE TRANSPORTATION AUTHORITY OF MARIN ALLOCATING \$2.95 MILLION OF REGIONAL MEASURE 2 FUNDING TO THE SECOND STREET TO ANDERSEN DRIVE MULTI-USE PATHWAY**

WHEREAS, the North South Greenway is a non-motorized transportation network in Marin County that has been, and will continue to be, implemented in phases. The Transportation Authority of Marin (TAM) has sponsored several projects that are closing gaps in the Greenway network; and

WHEREAS, the City of San Rafael is pursuing a project to create a multi-use path facility (MUP) connecting the northern terminus of the Cal Park Hill Pathway at Andersen Drive to Second Street near the Bettini Transportation Center and adjacent to the SMART railroad tracks in downtown San Rafael (the "Project"). The Project is part of the Greenway network; and

WHEREAS, the City has phased the Project due to limited funding resources and will seek future funding to complete the original scope of work; and

WHEREAS, TAM and the Metropolitan Transportation Commission (MTC) support building this facility and have allocated funds to advance the Project in the past; and

WHEREAS, the City has diligently developed the Project by completing an environmental analysis, finalizing the construction documents, and obtaining resource agency permits, and is prepared to enter into a contract to construct the Project; and

WHEREAS, the City has worked with the Sonoma Marin Area Rail Transit (SMART) District to allow the multi-use path to be constructed within SMART right-of-way, and the City and SMART are working together to allow the path to be constructed concurrent with the passenger rail extension project from San Rafael to Larkspur to the extent possible consistent with SMART's construction schedule and the funding available to the City; and

WHEREAS, on February 12, 2018 the TAM Board authorized the TAM Executive Director to submit a request to the MTC to allocate \$2.95M of Regional Measure 2 funding, and authorized entering into a funding agreement with the City under several conditions stated below; and

WHEREAS, the Project has been reviewed by the City of San Rafael Bicycle Pedestrian Advisory Committee;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES** that the City Manager is authorized to execute the cooperative funding agreement with TAM attached hereto as Exhibit 1 and incorporated herein by reference, accepting \$2.95 million to be utilized for the construction of the MUP Project.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 15<sup>th</sup> day of October 2018 by the following vote, to wit:

**AYES: COUNCILMEMBERS:**

**NOES: COUNCILMEMBERS:**

**ABSENT: COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

**FUNDING AGREEMENT NO. 2018-20**

**COOPERATIVE FUNDING AGREEMENT BY AND BETWEEN THE  
TRANSPORTATION AUTHORITY OF MARIN  
AND THE CITY OF SAN RAFAEL**

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and the City of San Rafael, hereinafter referred to as "CITY."

**RECITALS:**

**WHEREAS**, The North South Greenway is a non-motorized transportation network in Marin County that has been, and will continue to be, implemented in phases. TAM has sponsored several projects that are closing gaps in the Greenway network, and

**WHEREAS**, CITY is pursuing a project to create a multi-use path facility connecting the northern terminus of the Cal Park Hill Pathway to Second Street near the Bettini Transportation Center and is adjacent to the SMART railroad tracks in downtown San Rafael. Project is part of the Greenway network, and

**WHEREAS**, CITY may phase the project due to limited funding resources and if necessary will seek future funding to complete the original scope of work, and

**WHEREAS**, TAM and the Metropolitan Transportation Commission (MTC) support building this facility and have allocated funds to advance the project in the past, and

**WHEREAS**, CITY has diligently developed the project by completing an environmental analysis, finalized the construction documents, obtained resource agency permits and is prepared to enter into a contract to construct the project, and

**WHEREAS**, CITY has worked with the Sonoma Marin Area Rail Transit (SMART) District to allow the multi-use path to be constructed within SMART right-of-way, and CITY and SMART will work together to allow path to be constructed concurrent with the passenger rail extension project from San Rafael to Larkspur to the extent possible consistent with SMART's construction schedule and the funding available to CITY, and

**WHEREAS**, On February 12, 2018 the TAM Board authorized the Executive Director to submit a request to the MTC to allocate \$2.95M of Regional Measure 2 funding and authorized entering into a funding agreement with the CITY under several conditions stated below, and

**WHEREAS**, TAM does not own any facilities in the area and is merely providing funding for the project.

**NOW, THEREFORE**, it is mutually agreed by and between the parties as follows:

**AGREEMENT:**

**TAM agrees that it shall:**

1. Reimburse CITY for direct project costs associated with the construction of the project in an amount not-to-exceed \$2,950,000 in accordance with the conditions of the Board. TAM recognizes these funds contribute to the funding plan but do not fully fund the project.

2. Provide financial oversight of project in cooperation with CITY.

**CITY agrees that it shall:**

1. Submit the construction documents, estimates, resource agency permits to TAM for their record when available.
2. Contribute funding, work with Marin County to secure funding, seek grant funding, and/or secure private funds to close funding gap if one exists.
3. Use all other committed funding sources first before using Regional Measure 2 funds.
4. Complete project with no representation or guarantee that any additional funds will be contributed from TAM
5. Enter into a contract with SMART to implement the scope of work if SMART is willing to do so.
6. Submit progress invoice and a final invoice to TAM with back-up documentation to support invoice amount.
7. Submit brief progress report to TAM for reporting requirements to MTC as necessary.
8. Post on both sides of the construction site at least two signs visible to the public stating project is funded with Regional Measure 2 Toll Revenues.

**It is Mutually Agreed:**

1. TERM: This AGREEMENT shall terminate upon the completion of the construction phase and acceptance by the CITY or on June 30, 2020, whichever is earlier
2. MODIFICATION: This AGREEMENT, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may not be extended past the term without written consent from both parties
3. The CITY shall indemnify and hold harmless TAM, its Commissioners, officers, agents and employees from all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any act or omission of CITY, its officers, agents, employees, and sub-contractors, under or in connection with this funding agreement including but not limited to the PS&E package. CITY agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against TAM, its Commissioners, officers, agent, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.
4. The TAM shall indemnify and hold harmless CITY, its Supervisors, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any act or omission of TAM, its officers, agents, employees, and sub-contractors, under or in connection with this funding agreement including but not limited to the PS&E package. TAM agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against CITY, its Supervisors, officers, agent, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.
5. SEVERABILITY: Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions

shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

6. TERMINATION: This AGREEMENT will be subject to termination as follows: a) if path project is not completed as part of SMART's passenger rail extension project from San Rafael to Larkspur, or b) breach of any obligation, covenant or condition by the other party, upon notice to the breaching party, or c) by mutual consent of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on the day first written above.

**TRANSPORTATION AUTHORITY OF MARIN**

**CITY OF SAN RAFAEL**

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Dianne Steinhauser  
Executive Director

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Jim Schutz  
City Manager

APPROVED AS TO FORM (Optional):

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City Attorney



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department:** City Manager's Office

**Prepared by:** Cory Bytof,  
Sustainability & Volunteer Program Coordinator

**City Manager Approval:**

**TOPIC:** DRAFT CLIMATE CHANGE ACTION PLAN 2030

**SUBJECT:** REVIEW AND COMMENT ON THE CITY'S DRAFT CLIMATE CHANGE ACTION PLAN UPDATE TO MEET 2030 GREENHOUSE GAS REDUCTION TARGETS

**RECOMMENDATION:**

Provide feedback to staff on the Draft Climate Change Action Plan 2030 and accept report.

**EXECUTIVE SUMMARY:**

San Rafael's current Climate Change Action Plan (CCAP) was adopted in 2009 and contains 48 actions or "measures" meant to reduce greenhouse gas (GHG) emissions 25% below 2005 levels by 2020. Forty of those measures have either been completed, are in progress, or have become ongoing in nature. In 2016, the State of California adopted new targets for GHG emissions reductions of 40% below 1990 levels by 2030. In 2017, Councilmember Kate Colin and the City Manager's Office convened a community Working Group to amend or update the current CCAP toward these 2030 targets. Since San Rafael was on track to meet the 2020 reduction targets, the Working Group moved toward developing a new CCAP for 2030. The attached Draft CCAP 2030 incorporates measures to meet the 2030 targets while continuing the ongoing activities from the original CCAP, such as implementing green building ordinances and improving our bicycle and pedestrian infrastructure.

**BACKGROUND:**

In 2005, Governor Schwarzenegger issued Executive Order S-3-05 to reduce greenhouse gases by 80% below 1990 levels by 2050, which is what scientists said was needed to limit global warming and stave off the worst effects of climate change. In 2006, the State Legislature passed AB 32: the California Global Warming Solutions Act, committing the State to near-term targets to reduce greenhouse gas (GHG) emissions to 1990 levels. The California Air Resources Board subsequently adopted a Scoping Plan requiring that local governments achieve a 15% reduction below 2005 levels by the year 2020 to meet that target. The San Rafael Climate Change Action Plan (CCAP), adopted by the City Council in 2009 and subsequently incorporated into the City's

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**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

General Plan in 2011, has been the guiding document for our GHG reduction efforts. The original CCAP laid out a series of 48 measures/activities intended to help San Rafael reduce community-wide greenhouse gas (GHG) emissions to a stronger 25% below 2005 levels by 2020 and committed to the 80% reduction by 2050. As of 2016, community-wide emissions have gone down in San Rafael by 18%. Barring any unforeseen circumstances or dramatic shifts in the economy, San Rafael is on target to meet our 2020 goal.

In 2016, the State of California set interim reduction targets of 40% below 1990 levels by 2030 to meet the long term 80% reduction goal. City staff and the Working Group are working in collaboration with Christine O' Rourke, the Sustainability Coordinator for the Marin Climate and Energy Partnership (MCEP) to develop the draft CCAP 2030. Partial funding for this effort is provided by MCEP as a way to leverage our work to assist other local jurisdictions in updating their Climate Action Plans as well.

**ANALYSIS:**

The Working Group developed new greenhouse gas reduction measures/activities with the assistance of local subject matter experts. The new State targets are a heavy lift and it will require significant effort to meet them. Consequently, there are many measures in the CCAP 2030. These measures as written and implemented successfully will get us to our reduction goals, however it will require a commitment to follow through on them all to meet the GHG targets.

It became apparent in Working Group deliberations that the City will need to increase our collaborative efforts with utilities, other agencies, business representatives, residents, and nonprofit partners if we hope to achieve success. Community engagement was key in developing the GHG reduction measures and formulating the CCAP 2030 but will be even more important in implementing it. The City only has direct control of its facilities and operations, which contribute less than 1% to the overall community-wide GHG emissions. However, the City has opportunities to encourage, incentivize, regulate, and promote sustainable programs and behavior, and can be a model for the community by showing leadership and taking action at the municipal level.

In addition to robust community engagement, the Working Group identified a few other overall priorities for development and implementation of the measures. First, it is important to view all of them through the lens of Economy and Social Equity so that measures and programs benefit all and avoid unintended negative consequences as much as possible. The City will need to engage stakeholders in our under-represented and disadvantaged communities as well as our local business community so efforts to lower carbon footprints ensure a strong, diverse local economy. In addition, it is important to find co-benefits such as improved comfort, health, and cost-savings since most people do not make lifestyle or purchasing choices based on the impact of their decisions on the climate.

There are eight major GHG reduction sections in the CCAP 2030. Below is a table listing those sections and the corresponding emissions reductions. Three show no specific reductions because they support measures in other sections (e.g., Community Engagement) or the reductions cannot be quantified for use in our standard GHG inventory and reporting (e.g., Sequestration and Adaptation).

Strategy	GHG Reductions by 2030 (MTCO <sub>2e</sub> )	Percent of Reductions
Low Carbon Transportation	37,200	38%
Energy Efficiency	17,865	18%
Renewable Energy	31,230	32%
Waste Reduction	10,025	10%
Water Conservation	830	1%
Sequestration and Adaptation	n/a	n/a
Community Engagement	n/a	n/a
Implementation and Monitoring	n/a	n/a
<b>Total</b>	<b>97,145</b>	<b>100%</b>

The discussion below will focus on the five GHG reduction areas.

**Low Carbon Transportation** is the largest single area of potential reductions in the CCAP. Much of this relies on high rates of adoption of zero emissions vehicles (ZEV's): electric vehicles and plug-in hybrids. Recent studies and reports support the possibility of achieving our goals, and polling done during our community engagement indicates that a majority of San Rafael residents are absolutely or probably going to purchase or lease an electric vehicle for their next car. One of the main things the City can do is to help speed the adoption of ZEV's.



Key Actions:

- Expand the City's EV charging network
- Work with transportation agencies to update fleets
- Develop policies to encourage ZEV's
- Work with rideshare and carshare programs to utilize ZEV's
- Create more bicycle/pedestrian infrastructure
- Encourage public transportation and electric buses
- Transition City fleet to ZEV's

**Energy Efficiency** and **Renewable Energy** are the next two largest reduction areas in the Plan. Energy Efficiency is primarily geared toward conservation strategies in the built environment and the electrification of appliances. Since we are a mostly built-out community, it behooves us to refocus our attention on existing buildings rather than new development. This will require working with agency partners and the community since utilities are the major players in this space. Natural gas is a significant contributor to GHG emissions: methane from natural gas production and transmission is at least 28 times more potent a GHG than carbon dioxide. Because electricity is cleaner we can reduce emissions from natural gas by encouraging people to replace old furnaces, water heaters, stoves and heating systems with electric versions.



Key Actions:

- Create policies and programs to educate and encourage energy efficiency upgrades



- Create policies for benchmarking energy use for certain buildings
  - Apply energy efficiency building requirements to smaller remodels as well as rebuilds
  - Incentivize building energy reductions through financial benefits or streamlined permitting
- 

**Renewable Energy** focuses mostly on increasing the adoption of rooftop solar and encouraging residents and businesses to opt-up to 100% renewable options for their electricity purchasing. MCE Clean Energy and Pacific Gas and Electric both have 100% renewable options that many people do not even know about, and adoption rates are less than 5% in San Rafael. These options can reduce emissions dramatically at just a few dollars more per month for the average resident.



Key Actions:

- Increase promotion of rooftop solar to residents and businesses
  - Increase promotion of 100% renewable electricity options from utilities
- 

**Waste Reduction** is the final area with any meaningful reduction potential. The majority of this comes from getting organic materials – food scraps, compostable paper and landscape materials – out of the landfill cart and into the compost cart. There are many challenges in this from knowing what materials are accepted, keeping ‘contamination’ of non-compostable materials out, the “ick factor” such as smells and fruit flies, and the disconnect between landlords, tenants, and cleaning companies to name a few. Marin Sanitary Service has seen their contamination rates skyrocket from 1% to almost 8% in the past several years since the passage of mandatory recycling and composting laws at the State level. In the main, these State laws are unfunded mandates with no local authority to enforce.



Key Actions:

- Develop a local mandatory recycling and composting ordinance with fines and enforcement ability before 2022 (The State of California will be requiring local mandates in 2022)
  - Upgrade and procure new equipment at the recycling facility to remove contamination after the fact
- 

**Water Conservation.** Water in Marin is close to GHG-free since Marin Municipal Water District and the Sonoma County Water Agency (which provides approximately 25% of MMWD’s water) procures 100% renewable electricity from MCE Clean Energy and Sonoma Clean Power. However, with droughts being so common in Northern California, water is an important component in resilience planning.



Key Actions:

- Ensure all projects requiring building permits, plan check, or design review are reviewed by MMWD.
- Encourage the installation of greywater systems and the use of recycled water where available.

**Sequestration and Adaptation.** Actions like planting trees and enhancing soil and wetlands are shown to reduce emissions through sequestering carbon dioxide by pulling it back down into the ground through plants, which take it out of the atmosphere. Although the recognized protocols we use to calculate emissions do not allow for capturing emissions reductions from carbon sequestration, it is important to note that there is a significant amount of new research and potential in this area, and San Rafael has a huge inventory of open space and park lands. We will continue to consider San Rafael's parks and open space for opportunities to "draw down" carbon from the atmosphere back into the soil. One key item coming out of the Working Group was to limit identification of specific adaptation measures in the CCAP, but to commit to conducting a longer-term, community-wide adaptation planning process since the effects of climate change are already being felt here.



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**Consumption and Purchasing Habits.** Our approved local GHG inventories follow an "in-boundary" model, which allows for aggregation across jurisdictions, so we can calculate regionally or across the state or nation. However, it does not account for things like air travel or the "upstream" emissions from mining materials or producing and shipping products. The Bay Area Air Quality Management District (BAAQMD) and U.C. Berkeley developed a [Consumption-Based Inventory](#) to better understand how our purchasing habits contribute to global climate change. The inventory shows that wealthier community members tend to purchase more and therefore have a larger carbon footprint. In order to truly reduce our effects on worldwide emissions we will need to make better consumption habits, which means that community engagement is that much more important for our long-term goals and work.

**Next Steps.** Staff will finalize the CCAP 2030 and supporting documentation, then post and distribute it for a public comment period. A final draft will then go to the Bay Area Air Quality Management District for qualification as a GHG Reduction Strategy, which will allow us to continue to use streamlined development tools for new development. Then a final version will be submitted for City Council consideration sometime in early 2019. The first step in implementation will be to develop it into a living, online tool that can be used for active, ongoing community engagement.

**COMMUNITY OUTREACH:**

Staff conducted robust, far-reaching engagement on this project. Input was solicited through ten different community meetings, pop-up workshops, and events, targeting a diversity of constituents including our Spanish and Vietnamese speaking communities, business representatives, students, parents, and older adults, among others. In addition, we collected over 300 responses through an online portal, and engaged hundreds of residents through three NextDoor.com intercept surveys.

**FISCAL IMPACT:**

There is no direct budget implication of adopting the Climate Change Action Plan, but subsequent implementation of the Plan programs would require that General Fund dollars and staffing be redirected to these efforts, as well as the need to secure grants and other funding from all available sources. The City Council will review and approve such subsequent budget allocations as projects get underway.

**RECOMMENDED ACTION:**

Provide feedback to staff on the Draft Climate Change Action Plan 2030 and accept report.

**ATTACHMENT:**

Attachment A: Draft Climate Change Action Plan 2030

# SECTION 1: EXECUTIVE SUMMARY

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## What's a Climate Action Plan?

A Climate Action Plan (CAP) is a tool that any organization can use to develop the programs and actions needed to reduce greenhouse gas emissions (GHGs), which are the pollutants that cause climate change. Generally these CAPs are focused on this *'mitigation'* aspect of climate change, but some also lay out a strategy for *'adaptation'*, or how the organization will plan to deal with the effects of climate change such as sea level rise, or increased flooding, heat waves, and wildfires. San Rafael's CAP is called the Climate Change Action Plan and mainly deals with mitigation.

## Background

San Rafael has a rich history of climate action and environmental protection. Mayor Al Boro signed on to the Mayor's Climate Protection Agreement in 2006. The first Climate Change Action Plan was adopted in 2009. San Rafael received the first state-wide [Beacon Award](#) for Sustainability by the Institute for Local Government in 2013. Several hundred citizens volunteer on behalf of the environment each year, totaling thousands of hours of volunteer work worth hundreds of thousands of dollars in in-kind contributions. San Rafael has thousands of acres of open space and parks and is a [Tree City USA](#) community. These are just a few of the actions and programs San Rafael has undertaken over the years.

In 2017 the City Council identified updating the Climate Change Action Plan as a high priority in the annual Sustainability Priorities. A 20-member Green Ribbon Working Group was identified by Councilmember Kate Colin, the City Manager's Office, and the President of Sustainable San Rafael. This Working Group included people from various neighborhoods, businesses, high schools, and organizations in order to get a diverse set of voices and perspectives. Throughout the year they participated in a series of meetings with subject matter experts to develop measures for each section of the Plan. Throughout the summer of 2018, the City solicited input from a variety of community members through meetings, pop-up events at community gathering spots, online surveys, a business mixer, and in-person surveys at organizations and activities. This has all been synthesized into the following Plan.

There is broad scientific agreement that to stave off the worst effects of climate change, communities will need to reduce their greenhouse gas emissions by 80% below 1990 levels by the year 2050. But time is of the essence. We are already seeing the effects of climate change locally and throughout the world with hotter temperatures, more severe storms, and more volatile and unpredictable weather. San Rafael has met the State GHG reduction target for 2020 and is on track to meet its more stringent local target by 2020. These emissions come from residents, businesses, and visitors, with only less than 1% coming from government operations and facilities. Recently, the State of California set interim reduction targets of 40% below 1990 levels by 2030 to stay on track. This updated Plan, coming from broad community input, sets out a road map to do just that. We're all in this together; we can do this.

[image: MSS, CMSA anaerobic digesters/Food to Energy]

## What's Been Done So Far: San Rafael Actions

San Rafael businesses, agencies, and residents have been at the forefront of mitigation efforts such as renewable energy, low-carbon transportation, composting, and water conservation. In 2010 Marin Clean Energy was adopted by the City of San Rafael and most electricity users went immediately to purchasing 50% carbon-free electricity for their homes and businesses. San Rafael was one of the first communities to participate in curbside recycling thanks to Marin Sanitary Service's (MSS) forward-thinking owners. In 2014 MSS and Central Marin Sanitation Agency began converting food scraps into energy through their innovative Food to Energy project. By the end of the 2011-2017 drought, San Rafael water users reduced their water consumption by an average of approximately 17%. And in 2017, Marin Municipal Water District began purchasing 100% renewable Deep Green electricity from MCE Clean Energy, which reduced San Rafael resident and businesses' water-related greenhouse gas emissions dramatically.

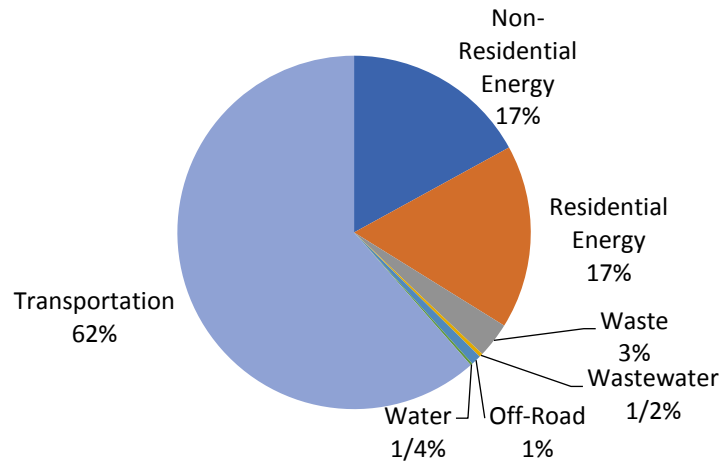
[image: San Rafael water conservation program group]

The City of San Rafael has implemented 40 of the 48 measures in the original Climate Change Action Plan, completing the majority of those that could be completed and moving most of the rest into an ongoing implementation status. Most measures will need to be continued in order to continue to get emissions reductions! (*see appendix \_\_ for the complete list*)

## Where We Are At: Emissions Trend and Status

The City prepares an annual community-wide greenhouse gas inventory to track emissions in seven sectors: residential energy, commercial energy, transportation, off-road vehicles and equipment, waste, water and wastewater. As shown in Figure 1, the majority of emissions come from vehicle trips generated by San Rafael residents and businesses. Community emissions totaled 475,790 metric tons of carbon dioxide equivalents (MTCO<sub>2</sub>e) in 2005, the State's baseline year. By 2016, emissions had dropped to 389,260 MTCO<sub>2</sub>e, an 18% reduction. This is well below the State target for San Rafael, which is 15% below baseline emissions by 2020, and the trendline shows that emissions are on track to meet the City's local reduction target of 25% by 2020. While emissions declined in almost all sectors, the largest reductions were due to energy conservation and efficiency, a reduction in the carbon intensity of electricity, and improvements to vehicle fuel efficiency. Emissions from City operations, which make up less than 1% of community-wide emissions, fell 20% by 2015. For more details, see the City's latest Greenhouse Gas Emissions Inventory (*see appendix \_\_*).

FIGURE 1: COMMUNITY EMISSIONS BY SECTOR, 2016

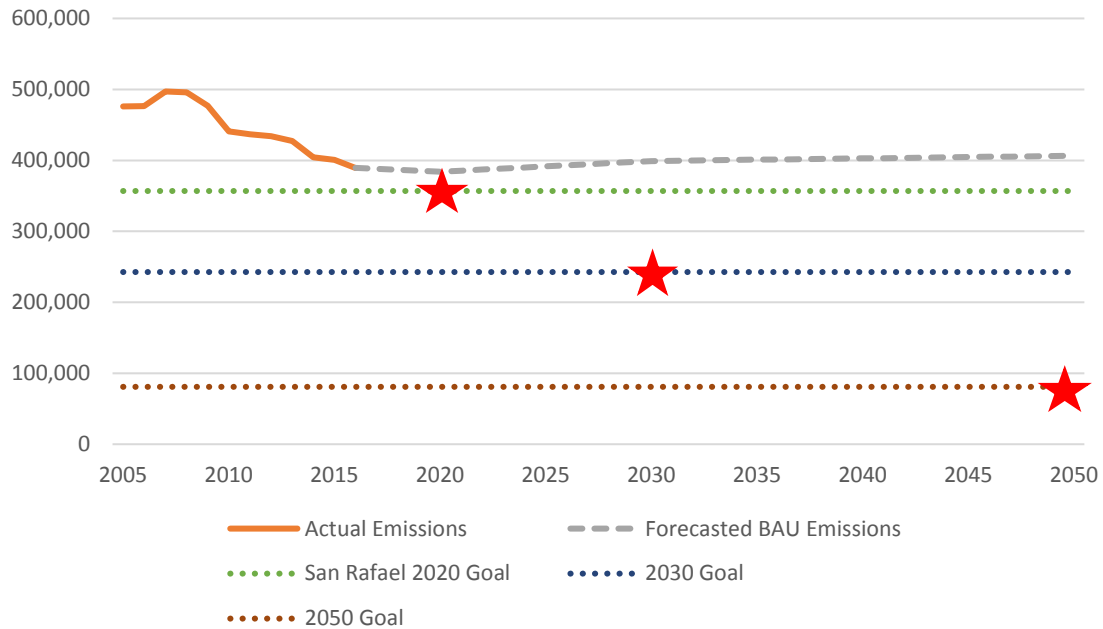


## Emissions Forecast and Reduction Targets

The Climate Change Action Plan includes a “business-as-usual” (BAU) forecast in which emissions are projected in the absence of any policies or actions that would occur beyond the base year to reduce emissions. The forecasts are derived by “growing” (increasing) 2016 emissions using forecasted changes in population, number of households, and jobs according to projections developed by the Association of Bay Area Governments. Transportation emissions are projected utilizing data provided by the Metropolitan Transportation Commission, which incorporate the vehicle miles traveled (VMT) reductions expected from the implementation of the [Regional Transportation Plan](#) adopted in 2017. Emissions are expected to rise about 3 percent by 2030 and 4% by 2040. Although the regional agencies have not made official projections for 2050, continuing the trendline suggests emissions would reach approximately 406,500 MTCO<sub>2e</sub> by 2050 under the BAU forecast.

The Climate Change Action Plan establishes targets similar to the State’s goals to reduce emissions to 40% below 1990 levels by 2030 and 80% below 1990 levels by 2050. In San Rafael, that means emissions would need to drop to 242,650 MTCO<sub>2e</sub> by 2030 and 80,880 MTCO<sub>2e</sub> by 2050. The Plan lays out measures that will meet the 2040 target and put the City on a trajectory to meet the 2050 goal. The community emissions trend, forecast and targets are shown in Figure 2 below.

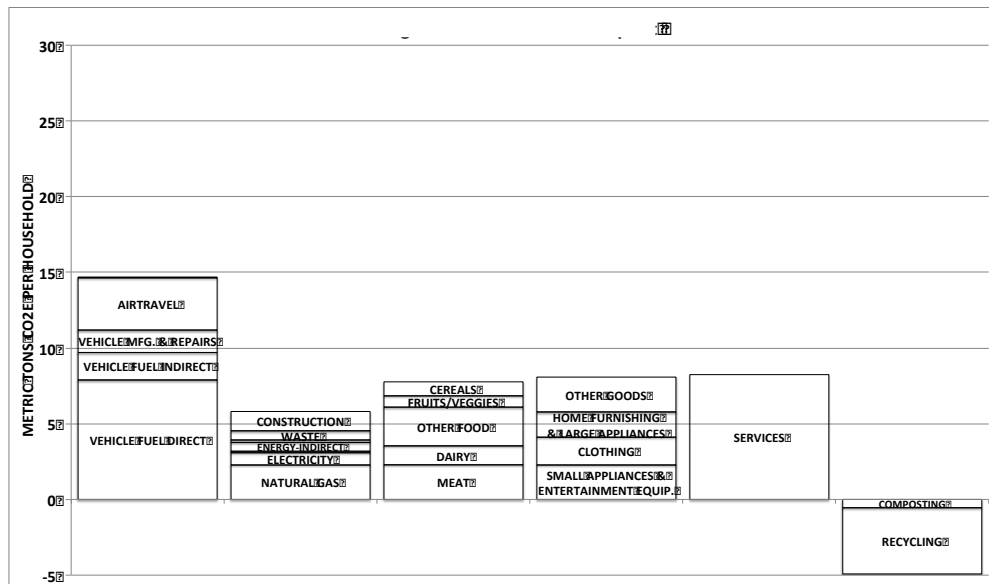
FIGURE 2: EMISSIONS TREND, FORECAST AND TARGETS



## Our Carbon Footprint

The Bay Area Air Quality Management District (BAAQMD) and U.C. Berkeley developed a [Consumption-Based Inventory](#) to better understand how our purchasing habits contribute to global climate change. A consumption-based inventory includes emission sources that don't get counted in the typical "in-boundary" GHG inventory, as well as other items that are difficult to quantify like airplane travel and upstream emissions from the production, transport and distribution of food and household goods. Figure 3 shows the results of the consumption-based inventory for San Rafael households. According to this inventory, the average San Rafael household generates 44 MTCO<sub>2</sub>e per year. As a comparison, the City's community-wide emissions of 389,260 MTCO<sub>2</sub>e works out to about 17 MTCO<sub>2</sub>e per household. In essence, our consumption drives climate change more than anything and although San Rafael is meeting its state targets for strict "in-boundary" emissions reductions, we as a community have a long way to go. For more information on this and to see carbon footprints by census tract, visit the [SF Bay Area Carbon Footprint Map](#). To learn how to measure and reduce your household carbon footprint, check out our local [Resilient Neighborhoods](#) program.

FIGURE 3: AVERAGE SAN RAFAEL HOUSEHOLD CARBON FOOTPRINT



This graph shows the relative impact of all the sources of emissions that make up a household carbon footprint. *Source: CoolClimate Network*

## State Pillars & DRAWDOWN: Marin

San Rafael doesn't exist in a vacuum. While we are leveraging or trying to combat regional, state-wide, national and even international actions and trends, we also have the ability and responsibility to collaborate with other efforts and campaigns. San Rafael is known for collaborating and it's our collective imagination and cooperative efforts that make San Rafael such a successful and wonderful place to be. If you've ever been to a San Rafael City Council meeting or Climate Change Action Plan quarterly forum you will know this first-hand.

The State of California established the [Six Pillars](#) framework in 2015 when Governor Jerry Brown was inaugurated for his second term as governor. These include (1) reducing today's petroleum use in cars and trucks by up to 50 percent; (2) increasing from one-third to 50 percent our electricity derived from renewable sources; (3) doubling the energy efficiency savings achieved at existing buildings and making heating fuels cleaner; (4) reducing the release of methane, black carbon, and other short-lived climate pollutants; (5) managing farm and rangelands, forests and wetlands so they can store carbon; and (6) periodically updating the state's climate adaptation strategy: Safeguarding California.

[image: 6 Pillars]



The County of Marin, noting the need for all residents and businesses to actively reduce emissions and plan for climate adaptation has created an engagement framework based on the research and book by local author, entrepreneur, and environmentalist [Paul Hawken](#) called [DRAWDOWN: Marin](#).

DRAWDOWN: Marin is a comprehensive, science-based, community-wide campaign to do our part to slow the impacts of climate change. It is an effort to recognize our need to reduce our "carbon footprint" and to provide a road map to doing so. Similar to the State's Six Pillars, there are six areas of focus: (1) 100% Renewable Energy, (2) Low-Carbon Transportation, (3) Energy Efficiency in Buildings and Infrastructure, (4) Local Food and Food Waste, (5) Carbon Sequestration, and (6) Climate Resilient Communities.

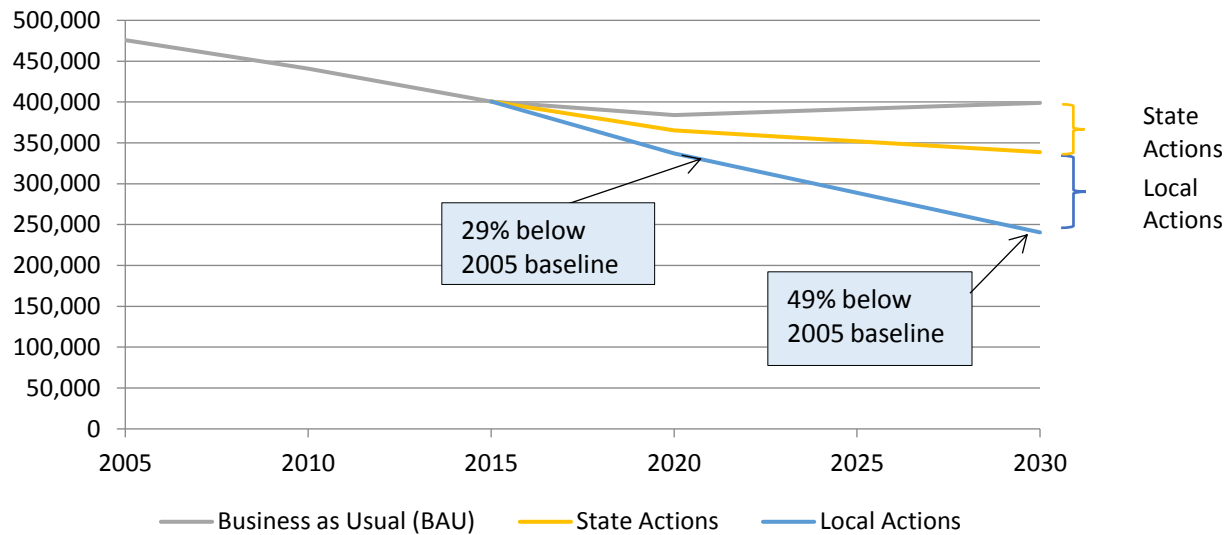
[Image: DRAWDOWN event]

## Actions to Reduce Greenhouse Gas Emissions

The Climate Change Action Plan includes a variety of regulatory, incentive-based and voluntary strategies that are expected to reduce emissions from both existing and new development in San Rafael. Several of the strategies build on existing programs while others provide new opportunities to address climate change. State actions will have a substantial impact on future emissions. Local strategies will supplement these State actions and achieve additional GHG emissions reductions. Successful implementation will rely on the combined participation of City staff along with San Rafael residents, businesses and community leaders.

The following sections identify the State and local strategies included in the Climate Change Action Plan to reduce emissions in community and government operations. Emissions reductions are estimated for each strategy; combined, they show that the City should reduce emissions 29% below baseline emissions in 2020 and 49 % by 2030, which is enough to surpass the City and State goals for those years. As shown in Figure 4, State actions represent about 40% of the reduction expected through implementation of the Climate Change Action Plan while local actions represent about 60%.

FIGURE 4: CUMULATIVE IMPACT OF REDUCTION STRATEGIES



### SUMMARY OF STATE ACTIONS

The Climate Change Action Plan incorporates State reduction strategies that have been approved, programmed and/or adopted and will reduce local community emissions from 2016 levels. These programs require no local actions. As such, the State actions are first quantified and deducted from projected community emissions in order to provide a better picture of what still needs to be reduced at the local level to get to the overall reduction targets. State actions and emissions reductions are shown in Table 1 and detailed in the appendix.

TABLE 1: EMISSIONS REDUCTIONS FROM STATE ACTIONS

State Action	Emissions Reductions by 2030 (MTO <sub>2e</sub> )
Light and Heavy-Duty Vehicle Regulations	56,700
Title 24 Energy Efficiency Standards	2,670
Lighting Efficiency	950
Renewable Energy Portfolio Standard	80
Residential Solar Water Heaters	30
<b>Total</b>	<b>60,430</b>

## SUMMARY OF LOCAL STRATEGIES

The local mitigation measures presented in the following sections, and as summarized in Table 2 below, achieve greenhouse gas emissions reductions in the community of approximately 27,740 MTCO<sub>2</sub>e in 2020 and 97,145 MTCO<sub>2</sub>e in 2030.

TABLE 2: LOCAL EMISSIONS REDUCTION STRATEGIES

Strategy	GHG Reductions by 2030 (MTCO <sub>2</sub> e)	Percent of Reductions
Low Carbon Transportation	37,200	38%
Energy Efficiency	17,865	18%
Renewable Energy	31,230	32%
Waste Reduction	10,025	10%
Water Conservation	830	1%
Sequestration and Adaptation	n/a	n/a
Community Engagement	n/a	n/a
Implementation and Monitoring	n/a	n/a
<b>Total</b>	<b>97,145</b>	<b>100%</b>

These local strategies will be detailed in the following sections. Together, the projected reductions from State and local actions total 157,570 MTCO<sub>2</sub>e by 2030, which meets the 40% reductions target set by the State.

## SECTION 2: MEASURES

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### Local Measures to Reduce Greenhouse Gas Emissions

Each of the following sections provide a summary table of local measures and associated GHG reductions, followed by a description of the specific actions the City will undertake to implement each measure. The methodologies and implementation targets used to calculate emissions reductions are described in the appendix. Sometimes, there is no direct or reliable way to estimate GHG savings for a particular measure or the savings are embedded in another measure. In this case, the GHG reduction is identified as “not applicable” or “n/a.” For example: Community Engagement is essential for success in many of the measures set forth throughout the Plan, but counting savings in this section would then be double-counting savings from other measures such as those in Low Carbon Transportation or Energy. People need to know about a program to take advantage of it, but the actual emissions reductions will come from participating in the program itself. Therefore, the savings is counted for that program.

### Economy and Social Equity

Cities deal with a wide array of issues and pressures and must take all these issues into account when budgeting resources and balancing priorities. Housing, business retention, health and safety, and traffic congestion are some examples. Climate action can address these problems or make them worse, depending on how they are approached. A major theme in the Working Group deliberations and community feedback was around unintended consequences and making sure that measures and programs benefitted the most, not just a few. Sustainability has been described as a three-legged stool, pointing to the need to address not just the environment, but the economy and social equity as well.

One definition of social equity is the “just and fair inclusion into a society in which all can participate, prosper, and reach their full potential” (PolicyLink). Equity is the means to ensure equality for all. An example of how that might work with climate action measures is with energy efficiency. Giving rebates to homeowners to swap out inefficient appliances helps reduce energy consumption and therefore greenhouse gas emissions. But if financial incentives are only available to those with means to purchase new appliances it leaves out a section of the community without means. Programs such as the [Green and Healthy Homes Initiative](#) acknowledges this and works with landlords to upgrade common areas of apartment complexes with the commitment to provide free appliance and building envelope upgrades to renters so that there is a double benefit. First, the property owner can see energy reductions, and second the renter can not only see energy reductions but can also enjoy a healthier home environment, often by increasing comfort, decreasing health hazards such as mold, and providing more reliable appliances.

The economy is the driver of prosperity and equity in a city and provides the revenue necessary for local government to enact programs that are beneficial to the whole community. Half of our community-wide emissions come from the business and commercial sector. But increased regulation can have the unintended consequence of driving up costs, deterring innovation and job growth, and stagnating

business development. However, many measures related to climate action can also have significant return on investment and end up being great business prospects. There is a delicate balance between mandating, incentivizing, and enabling businesses to reduce greenhouse emissions. On the flip side, there is great potential to work together to ensure a robust low-carbon economy that creates good jobs and benefits the whole community. California as a whole is a great example: State emissions have declined 9% since 2006, while the economy has grown 16%.

Throughout the following measures, care was taken to avoid unintended consequences for our under-represented and disadvantaged community members, as well as our business sector, and to enhance the opportunity for equity and prosperity. It is important to consider and include our diverse community members and business interests in the development and implementation of the measures in this plan.



## LOW CARBON TRANSPORTATION

*38% of potential reductions*

More than 60% of San Rafael’s community emissions comes from transportation, and up until the recent commercial success of electric vehicles, it’s been hard to see how we were going to reduce transportation emissions. Sure, improvements in fuel efficiency have driven emissions down – the passenger vehicle fleet in Marin County is about 17% more fuel efficient than it was ten years ago – but vehicle miles traveled by passenger vehicle trips starting and/or ending in San Rafael have actually gone up about 2% over the same period. Surveys show that alternative transportation rates have hardly budged over the years, despite improvements in the bicycle and pedestrian network and public information campaigns to get people to carpool, bicycle, walk and take transit.

All of that is now changing with the viability of zero emission vehicles (ZEVs), especially here in San Rafael where electricity is pretty clean and expected to get cleaner. ZEVs include all-battery as well as plug-in hybrid vehicles. Marin County is a leader in ZEV adoption rates – second only to Santa Clara County – and ZEVs already comprise about 2% of all registered passenger vehicles in Marin. Our plan is to increase that rate to 25% by 2030 by building out the EV charging infrastructure and encouraging ZEV ownership through incentives, public education, and development requirements. This is an aggressive target, but one that complements the State’s goal to put 5 million ZEVs on the road by 2030. Improvements in battery and charging technology, expected cost reductions, and automakers’ commitments to significantly expand ZEV offerings point to an all-electric future. Of course, new cars are typically out of the reach of low-income household budgets, but programs that incentivize used EV car purchases and installation of EV chargers in lower-income neighborhoods can help ensure the benefits of EV ownership are shared by all. That said, we can’t rely on ZEV’s alone to meet our transportation reductions; reducing congestion, enabling better biking and walking opportunities, and incentivizing public transit all carry co-benefits and can be enjoyed by all.

### What You Can Do

- #1 Drive an all-electric or plug-in hybrid vehicle.
- #2 Bike, walk or take transit whenever possible.
- #3 Shut your car off when waiting in line at the ATM or school pick up/drop off lane.
- #4 Better yet, have your child walk or bike to school.
- #5 Use an electric leaf blower and lawn mower.

TABLE 3: LOW CARBON TRANSPORTATION MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
LCT-C1	Electric Vehicles	30,600	83%
LCT-C2	Bicycling	1,910	5%
LCT-C3	Walking	580	2%

LCT-C4	Safe Routes to School	320	1%
LCT-C5	Public Transit	1,035	3%
LCT-C6	Employee Trip Reduction	1,030	3%
LCT-C7	Vehicle Idling	1,075	3%
LCT-C8	Parking Standards	55	<1%
LCT-C9	Smart Growth Development	n/a*	n/a
LCT-C10	Electric Leaf Blowers	110	<1%
<b>TOTAL</b>		<b>36,715</b>	<b>100%</b>

*\*Emissions reductions due to smart growth development are embedded in vehicle miles traveled projections utilized in the development of the emissions forecast. In order to avoid double-counting, they are not included here.*

### **LCT-C1: Electric Vehicles**

Develop an Electric Vehicle Plan that will result in 25% of registered passenger vehicles in San Rafael to be electric vehicles by 2030. Consider incorporating the following actions in the plan:

- Provide free parking for electric vehicles at City parking lots and metered parking spaces.
- Provide wayfinding signage to public EV chargers.
- Work with PG&E and other entities to identify multi-family and workplace charging sites appropriate for available incentive programs, such as EV Charge Network.
- Participate in a countywide effort by MCE, PG&E and others to provide rebates for new or used electric vehicles and/or charging stations.
- Pursue opportunities to expand the City's EV charging network through innovative programs, such as installing chargers at existing streetlight locations.
- Require new and remodeled commercial and multi-family projects to install a minimum number of electric vehicle chargers for use by employees, customers, and residents.
- Require new and remodeled single-family projects to install electrical service and conduits for potential electric vehicle use.
- Require new and remodeled gas stations to provide EV fast chargers.
- Participate in regional efforts and grant programs to encourage widespread availability of charging stations.
- Target policies to support ZEV adoption, including used vehicles, in low income and disadvantaged communities.
- Participate in programs to promote EV adoption, including "Drive an EV" events and other media and outreach campaigns.
- Encourage or require, as practicable, ride hailing and delivery service companies to utilize low emission and electric vehicles.
- Promote adoption of electric bicycles.

### **LCT-C2: Bicycling**

Encourage bicycling as an alternative to vehicular travel. Establish and maintain a system of bicycle facilities that are consistent with the City's Bicycle and Pedestrian Plan and Complete Streets policies.

- Provide bicycle racks and lockers for public use.

- Participate in a bike share program.

### **LCT-C3: Walking**

Encourage walking as an alternative to vehicular travel. Establish and maintain a system of pedestrian facilities that are consistent with the City's Bicycle and Pedestrian Master Plan and Complete Streets policies.

### **LCT-C4: Safe Routes to School**

Continue to support the Safe Routes to School Program and strive to increase bicycling, walking, carpooling, and taking public transit to school. Promote school participation, identify issues associated with unsafe bicycle and pedestrian facilities between neighborhoods and schools, apply for Safe Routes to School grants, and execute plans to improve pedestrian and bicycle facilities.

### **LCT-C5: Public Transit**

Support and promote public transit by taking the following actions:

- Work with Marin Transit and Golden Gate Transit to maximize ridership through expansion and/or improvement of transit routes and schedules.
- Work with SMART, TAM, employers and others to provide first and last mile programs to maximize utilization of the train, including shuttle buses.
- Support a "Yellow School Bus" program and student use of regular transit to reduce school traffic.
- Encourage transit providers, including school buses, to use renewable diesel as a transition fuel and to purchase electric buses whenever replacing existing buses.

### **LCT-C6: Employee Trip Reduction**

Reduce vehicle miles traveled commuting to work through the following actions:

- Work with the Transportation Authority of Marin and the Bay Area Air Quality Management District (BAAQMD) to promote transportation demand programs to local employers, including rideshare matching programs, vanpool incentive programs, emergency ride home programs, telecommuting, transit use discounts and subsidies, and other incentives to use transportation other than single occupant vehicles.
- Update the City's Trip Reduction Ordinance to reflect the most recent BAAQMD regulations and to increase the number of employers subject to the ordinance.
- Embark on an outreach and educational campaign to encourage employees to reduce vehicle trips.

### **LCT-C7: Parking Standards**

Allow new development in the Downtown area to reduce minimum parking requirements by 20 percent from current levels. Elsewhere, reduce parking requirements based on robust transportation demand programs and proximity and frequency of transit services.

### **LCT-C8: Vehicle Idling**



- Implement signal synchronization and intelligent traffic management systems to improve traffic flow.
- Encourage drivers and autonomous vehicles to limit vehicle idling.
- Consider adopting an ordinance to regulate idling beyond State requirements.

**LCT-C9: Smart Growth Development**

Prioritize infill, higher density, transit-oriented, and mixed-use development.

**LCT-C10: Electric Landscape Equipment.** Encourage the use of electric landscape equipment instead of gasoline-powered equipment.

TABLE 4: LOW CARBON TRANSPORTATION MEASURES TO REDUCE GOVERNMENT OPERATIONS EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
LCT-M1	Low Emission City Vehicles	235	49%
LCT-M2	Low Carbon Fuels	220	45%
LCT-M3	City Employee Commute	20	5%
LCT-M4	Electric Leaf Blowers	5	1%
<b>TOTAL</b>		<b>480</b>	<b>100%</b>

**LCT-M1: Low Emission City Vehicles**

Purchase or lease zero-emissions vehicles for the City fleet whenever feasible, and when not, the most fuel-efficient models available. Promote City adoption and procurement of zero-emission vehicles and charging infrastructure to the public.

**LCT-M2: Low Carbon Fuels**

Use low-carbon fuel such as renewable diesel as a transition fuel in the City's fleet, and encourage the City's service providers to do the same, until vehicles are replaced with zero-emissions vehicles.

**LCT-M3: City Employee Commute**

Provide City employees with incentives and/or reduce barriers to use alternatives to single occupant auto commuting, such as transit use discounts and subsidies, bicycle facilities, ridesharing services, flexible schedules, and telecommuting when practicable.

**LCT-M4: Electric Leaf Blowers**

Replace gas-powered leaf blowers with electric models.



## ENERGY EFFICIENCY

*18% of potential reductions*

Increasing the efficiency of buildings is often the most cost-effective approach for reducing greenhouse gas emissions. Energy efficiency upgrades, such as adding insulation and sealing heating ducts, have demonstrated energy savings of up to 20 percent, while more aggressive “whole house” retrofits can result in even greater energy savings. Many “low-hanging fruit” improvements can be made inexpensively and without remodeling yet can be extremely cost-efficient, such as swapping out incandescent bulbs to LED bulbs, sealing air leaks, and installing a programmable thermostat. Energy Star-certified appliances and office equipment, high-efficiency heating and air conditioning systems, and high-efficiency windows not only save energy but reduce operating costs in the long run. Nonetheless, some upgrades can be expensive, particularly for low-income households, so the City participates in programs that provide rebates, free energy audits, and financing options for residents and businesses.

New construction techniques and building materials, known collectively as “green building,” can significantly reduce the use of resources and energy in homes and commercial buildings. Green construction methods can be integrated into buildings at any stage, from design and construction to renovation and deconstruction. The State of California requires green building energy-efficiency through the Title 24 Building codes. The State updates these codes approximately every three years, with increasing energy efficiency requirements since 2001. The State’s energy efficiency goals are to have all new residential construction to be zero net electricity by 2020 and all new residential and commercial construction to be zero net energy by 2030. Local governments can accelerate this target by adopting energy efficiency standards for new construction and remodels that exceed existing State mandates, or by providing incentives, technical assistance, and streamlined permit processes to enable quicker adoption.

### **What You Can Do**

- #1 Replace indoor and outdoor lights with LED bulbs, and turn them off when not in use.
- #2 Have an energy assessment done for your home or business.
- #3 Upgrade insulation, seal leaks, and install a programmable thermostat.
- #4 Purchase Energy Star appliances and equipment.
- #5 Unplug electronic appliances when not in use and set the thermostat to use less heat and air conditioning.

TABLE 5: ENERGY EFFICIENCY MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
EE-C1	Energy Efficiency Programs	17,150	97%
EE-C2	Energy Audits	260	1.5%
EE-C3	Cool Pavement and Roofs	265	1.5%
EE-C4	Green Building Reach Code	n/a*	n/a
<b>TOTAL</b>		17,680	100%

\*Emissions reductions due to a green building reach code are ultimately eclipsed by the State’s Title 24 zero net energy goals by 2030. In order to avoid double counting, they are not included here.

**EE-C1: Energy Efficiency Programs**

Promote and expand participation in residential and commercial energy efficiency programs.

- Work with organizations and agencies such as the Marin Energy Watch Partnership, the Bay Area Regional Network, Resilient Neighborhoods, and the Marin Climate & Energy Partnership to promote and implement energy efficiency programs and actions.
- Continue and expand participation in energy efficiency programs such as Energy Upgrade California, California Energy Youth Services, and Smart Lights.
- Promote utility, state, and federal rebate and incentive programs.
- Participate and promote financing and loan programs for residential and non-residential projects such as Property Assessed Clean Energy (PACE) programs, PG&E on-bill repayment, and California Hub for Energy Efficiency Financing (CHEEF) programs.

**EE-C2: Energy Audits**

Consider requiring energy audits for residential and commercial buildings prior to completion of sale, including identification of cost savings from energy efficiency measures and potential rebates and financing options.

**EE-C3: Cool Pavement and Roofs**

Use high albedo material for roadways, parking lots, sidewalks and roofs to reduce the urban heat island effect and save energy.

- Evaluate the use of high albedo pavements when resurfacing City streets or re-roofing City facilities.
- Encourage new development to use high albedo material for driveways, parking lots, walkways, patios, and roofing.

**EE-C4: Green Building Reach Code**

Consider adopting a green building ordinance for new and remodeled commercial and residential projects that requires green building methods and energy efficiency savings above the State building and energy codes. Consider utilizing the County's green building ordinance as a model and including the use of photovoltaic systems and all-electric building systems as options to achieve compliance.

**EE-C5: Streamline Permit Process and Provide Technical Assistance**

Analyze current green building permit and inspection process to eliminate barriers and provide technical assistance to ensure successful implementation of green building requirements. Work county-wide to make it easier for contractors and building counter staff to simplify applications and identify incentives.

TABLE 6: ENERGY EFFICIENCY MEASURES TO REDUCE GOVERNMENT OPERATIONS EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
EE-M1	Streetlights	110	58%
EE-M2	Energy Efficiency Audit and Retrofits	45	23%
EE-M3	Energy Conservation	35	19%
<b>TOTAL</b>		185	100%

**EE-M1: Streetlights**

Complete replacement of inefficient street, parking lot and other outdoor lighting with LED fixtures.

**EE-M2: Energy Efficiency Audit and Retrofits**

Work with the Marin Energy Management Team to identify and implement energy efficiency projects in municipal buildings and facilities and electrification of existing building systems and equipment that use natural gas.

**EE-M3: Energy Conservation**

Reduce energy consumption through behavioral and operational changes.

- Establish energy efficiency protocols for building custodial and cleaning services and other employees, including efficient use of facilities, such as turning off lights and computers, thermostat use, etc.
- Incorporate energy management software, electricity monitors, or other methods to monitor energy use in municipal buildings.
- Investigate 9/80 work schedule for City facilities where feasible and where facilities can be shut down entirely.



**RENEWABLE ENERGY**  
*32% of potential reductions*

Energy that comes from renewable sources, including solar, wind, geothermal, and small hydroelectric, are the cleanest and most-environmentally friendly energy sources. Here in San Rafael, where there is an abundance of sunny days, solar energy is a particularly good energy source. According to [Project Sunroof](#), 94% of San Rafael buildings have roofs that are solar-viable. These 14,700 roofs could generate over 470 million kWh per year, which is more than the total electricity usage in San Rafael in 2016. Solar system costs keep falling, too, which make them an attractive option for home and commercial building owners. Our Climate Change Action Plan projects that we can get about 24% of our electricity from locally produced solar energy systems by 2030, up from about 4% currently, just by maintaining the current growth rate.

When solar is not an option, due perhaps to a shady roof or a reluctant landlord, residents and business owners can purchase 100% renewable electricity from MCE Clean Energy and PG&E. MCE and PG&E electricity have a high percentage of renewable and GHG-free content, which means it's some of the cleanest electricity in the country. What's more, MCE's goal is provide 100% renewable and GHG-free electricity to all its customers by 2025. Considering that MCE currently carries about two-thirds of the total electricity load in San Rafael, that action alone will significantly reduce emissions.

Since our electricity is so clean, and getting cleaner, it's a great idea to swap out appliances and heating and cooling systems that use natural gas for ones that use electricity. If you're constructing a new home or building, consider going all-electric. Battery prices are falling, and will soon be a cost-effective option, too. Eventually, we'll need to replace the majority of natural gas appliance and equipment if we're going to hit our long-term goals. Fortunately, ongoing research and development of energy storage systems are creating new business opportunities and making an all-electric, 100% renewable future possible.

**What You Can Do**

#1 Switch to MCE Deep Green or PG&E Solar Choice 100% renewable electricity option.

#2 Install a solar energy system on your home or business.

#3 Replace appliances that use natural gas for ones that use electricity.

#4 Investigate electric hot water heaters and heat pumps so you can swap out heaters and furnaces that use natural gas when it's time to replace them.

TABLE 7: RENEWABLE ENERGY MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
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RE-C1	Renewable Energy Generation	10,605	34%
RE-C2	GHG-Free Electricity	19,255	63%
RE-C3	Building and Appliance Electrification	870	3%
RE-C4	Innovative Technologies	n/a	n/a
<b>TOTAL</b>		30,725	100%

**RE-C1: Renewable Energy Generation**

Encourage residential and commercial solar and other renewable energy installations.

- Provide permit streamlining and reduce or eliminate fees, as feasible.
- Amend building codes, development codes, design guidelines, and zoning ordinances, as necessary, to facilitate small, medium, and large-scale installations.
- Encourage installation of solar panels on carports and over parking areas on commercial projects and large-scale residential developments.
- Participate and promote financing and loan programs for residential and non-residential projects such as Property Assessed Clean Energy (PACE) programs and California Hub for Energy Efficiency Financing (CHEEF) programs.
- Encourage installation of battery storage in conjunction with renewable energy generation projects.

**RE-C2: GHG-Free Electricity**

Encourage residents and businesses to switch to 100 percent renewable electricity (MCE Deep Green, MCE Local Sol, and PG&E Solar Choice) and work with MCE Clean Energy to assure that it reaches its goal to provide electricity that is 100 percent GHG-free by 2025.

**RE-C3: Building and Appliance Electrification**

Promote electrification of building systems and appliances that currently use natural gas, including heating systems, hot water heaters, stoves, and clothes dryers.

**RE-C4: Innovative Technologies**

Investigate and pursue innovative technologies such as micro-grids, battery storage, and demand-response programs that will improve the electric grid’s resiliency and help to balance demand and renewable energy production.

TABLE 8: RENEWABLE ENERGY MEASURES TO REDUCE GOVERNMENT OPERATIONS EMISSIONS

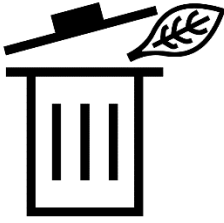
ID	Measure	GHG Reduction by 2030 (MTCO <sub>2e</sub> )	Share of Reductions
RE-M1	Solar Energy Systems	140	28%
RE-M2	Deep Green Electricity	360	72%
<b>TOTAL</b>		500	100%

**RE-M1: Solar Energy Systems for Municipal Buildings**

Install solar energy systems at municipal buildings and facilities and investigate and pursue innovative technologies such as battery storage and demand response programs.

**RE-M2: Municipal Deep Green Electricity**

Continue to purchase MCE Deep Green electricity for all City facilities.



## WASTE REDUCTION

*10% of potential reductions*

The things we buy, consume, and throw away generate a lot of greenhouse gas emissions during manufacturing, transport, distribution and disposal. The best way to reduce emissions is to purchase and consume less stuff in the first place, and then find someone who can reuse whatever you no longer need before considering recycling or disposal.

Due to the way we account for community emissions, our Climate Change Action Plan does not take credit for reducing upstream emissions. Instead, our GHG accounting is directly concerned with emissions that are created from the anaerobic decomposition of organic waste in the landfill. The decomposition process creates methane, which is 28 times more potent as a greenhouse gas than carbon dioxide. Although landfills capture most of the methane, and some like Redwood Landfill use that methane to create biogas or electricity, about one-quarter of it escapes into the atmosphere.

The good news is that it is relatively easy to divert organic material from the landfill. Paper and cardboard can be recycled. Food scraps, some paper (like napkins and paper towels), and yard waste can be composted, either at home or at the landfill. Surplus food can be donated to non-profits that distribute it to the needy. About half of the organic material that is put into the landfill is “recoverable.” The measures below are geared to making that happen by 2030, starting with encouraging residents and businesses to divert, recycle and compost organic waste. To meet our diversion target, the City will consider adopting an ordinance that mandates recycling and, as a last resort, setting trash collection fees that enable the waste hauler to invest in machinery that can sort trash and recover all compostable and recyclable materials before they are sent to the landfill.

### What You Can Do

- #1 Buy only as much as you need.
- #2 Buy locally grown food and eat less meat.
- #3 Put your food scraps in the green can and/or compost them at home.
- #4 Donate extra food and used clothing and housewares to charities.
- #5 Don't be a “wishful” recycler. Be scrupulous about how you sort your recyclables.

TABLE 9: WASTE REDUCTION MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2e</sub> )	Share of Reductions
WR-C1	Commercial Organic Waste	1,510	16%
WR-C2	Residential Organic Waste	800	8%
WR-C3	C&D and Self-Haul Waste	170	2%
WR-C4	Mandatory Waste Diversion	2,990	31%
WR-C5	Waste Processing Infrastructure	4,220	44%



WR-C6	Extended Producer Responsibility	n/a	n/a
WR-C7	Inorganic Waste	n/a	n/a
TOTAL		9,680	100%

**WR-C1: Commercial Organic Waste**

Work with Zero Waste Marin, Marin Sanitary Service, and non-profits such as Extra Food to divert commercial organic waste from the landfill through recycling, composting, and participation in waste-to-energy and food recovery programs.

- Conduct outreach and education to businesses subject to State organic waste recycling mandates (AB 1826) and encourage compliance with the law.
- Refer new and major remodel commercial and multi-family residential project proposals to the City's waste hauler for review and comment, and require projects to provide adequate waste and recycling facilities and access as feasible.
- Encourage commercial and multi-family property owners to require responsible use of on-site recycling facilities in lease and rental agreements and to train and regularly evaluate janitorial, landscape, and other property management services.

**WR-C2: Residential Organic Waste**

Work with Zero Waste Marin, Marin Sanitary Service, and other organizations to educate and motivate residents to utilize curbside collection services and home composting for food waste.

**WR-C3: Construction & Demolition Debris and Self-Haul Waste**

Require all loads of construction & demolition debris and self-haul waste to be processed for recovery of materials as feasible. Investigate creation of an ordinance requiring deconstruction of buildings proposed for demolition or remodeling when materials of significant historical, cultural, aesthetic, functional or reuse value can be salvaged.

**WR-C4: Mandatory Waste Diversion**

Adopt an ordinance requiring mandatory subscription to and participation in waste diversion activities, including recycling and organics collection provided by Marin Sanitary Service. Consider including phased implementation of the ordinance, penalties, and practical enforcement mechanisms.

**WR-C5: Waste Processing Infrastructure**

Review and revise the Town's franchise agreement with Marin Sanitary Service to ensure waste reduction and diversion targets are met. Consider investing in new solid waste processing infrastructure to remove recoverable materials (recycling and organics) from the waste stream and reduce contamination. Require regular residential and commercial waste audits and waste characterization studies to identify opportunities for increased diversion and to track progress in meeting targets.

**WR-C6: Extended Producer Responsibility.** Encourage the State to regulate the production and packaging of consumer goods and take-back programs. Encourage on-demand delivery services like

Amazon and Blue Apron to reduce packaging waste and investigate requirements and incentives for same.

**WR-C7: Inorganic Waste.** Promote reuse, repair, and recycling of inorganic materials, and encourage reduced use of packaging and single use items.

TABLE 10: WASTE REDUCTION MEASURES TO REDUCE GOVERNMENT OPERATIONS EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
WR-M1	Waste from Public Facilities	260	76%
WR-M2	Waste from City Operations	85	24%
TOTAL		345	100%

**WR-M1: Waste from Public Facilities**

Increase opportunities for recycling, reuse, and composting at City facilities.

**WR-M2: Waste from City Operations**

Embark on an educational and social marketing-based campaign to increase recycling, composting, reuse, and waste reduction within municipal operations. Conduct periodic waste audits of City facilities to understand where opportunities for increased diversion lie and to track progress.



## WATER CONSERVATION

*1% of potential reductions*

San Rafael is no stranger to periodic droughts and the need to conserve water, and the community has responded by reducing per capita water use by about 25%, from 152 gallons per person per day (gpcd) in 2005 to 114 gpcd in 2016. In addition to installing low-flow fixtures (showerheads, faucets and toilets) and water-efficient appliances (clothes washers and dishwashers), residents and businesses are planting native, drought-tolerant species and even replacing lawns with attractive, low-water use gardens. Good thing, because as temperatures continue to rise, we will experience more droughts and more intense heat waves than before.

Our Greenhouse Gas Inventory counts emissions that are generated from the energy used to pump, treat and convey water from the water source to San Rafael water users. Far more emissions are created from the energy that is used to heat water, but those emissions are counted in the residential and commercial sectors. Therefore, the water sector comprises a much smaller share of community emissions than one might expect.

The water agencies that supply San Rafael’s water are committed to using 100% renewable energy in their operations. Marin Municipal Water District (MMWD) began purchasing Deep Green electricity from MCE in 2017, and Sonoma County Water Agency, which provides 20-25% of MMWD’s water, started purchasing 100% renewable electricity in 2015. As a result, emissions from the water sector will go down to nearly zero, but the overall contribution to community emissions reduction is small.

### What You Can Do

#1 Replace your lawn with a drought-tolerant garden.

#2 Install a drip irrigation system and check it regularly for leaks.

#3 Install low water flow faucets, showerheads and toilets.

#4 Buy water-efficient dishwashers and clothes washers when it’s time to replace them.

TABLE 11: WATER CONSERVATION MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2e</sub> )	Share of Reductions
WC-C1	Community Water Use	830	100%

### WC-C1: Community Water Use

Reduce indoor and outdoor water use in residential and commercial buildings and landscaping.

- Work with Marin Municipal Water District (MMWD) and other organizations to promote water conservation programs and incentives.

- Educate residents and businesses about local and State laws requiring retrofit of non-compliant plumbing fixtures during remodeling and at resale.
- Ensure all projects requiring building permits, plan check, or design review are reviewed by MMWD.
- Encourage the installation of greywater systems and the use of recycled water where available.

TABLE 12: WATER CONSERVATION MEASURES TO REDUCE GOVERNMENT OPERATIONS EMISSIONS

ID	Measure	GHG Reduction by 2030 (MTCO <sub>2</sub> e)	Share of Reductions
WC-M1	Municipal Water Use	<1	100%

**WC-M1: Municipal Water Use**

Reduce indoor and outdoor water use in municipal facilities and operations.

- Replace high water use plants and inefficient irrigation systems with water-efficient landscaping.
- Investigate synthetic turf that uses organic infill for ball fields and parks to reduce water, herbicide use, and maintenance costs, while increasing field use throughout the year.
- Replace inefficient plumbing fixtures with high-efficiency fixtures.
- Use recycled water as available and practicable.



## SEQUESTRATION AND ADAPTATION

California is already experiencing the effects of climate change. Every year, it seems like the news gets grimmer: more wildfires, more heat waves, longer droughts, more intense storms, less snow pack, and less fresh water. Annual average air temperatures have already increased by about 1.8 °F in California, and that number will likely double even if the world can reduce emissions 80% by 2050. San Rafael needs to be prepared for the likely impacts of climate change, including flooding from more intense storms and sea level rise, health impacts from heat exposure and poor air quality, and safety risks from the increased likelihood of wildfires and landslides.

Sea level rise is a particular concern to San Rafael, where many homes, businesses, and industrial and recreational facilities are at risk for flooding. Sea level has already risen 8” in San Francisco Bay and is expected to rise another 10 inches by 2040. Within this short time period, the Canal area, the Kerner Business District, and other shoreline development will likely experience tidal flooding. The Canal neighborhood residents, the majority of whom are lower-income and Latino, will be some of the first people impacted by sea level rise at their front doors.

Storm surges coupled with a 10” sea level rise could flood a greater area – up to 10% of San Rafael’s land area – including Peacock Gap and the industrial and commercial area of Anderson Drive. By the end of the century, sea level is projected to rise 2.4 to 3.4 feet, and possibly as much as 5 feet. At the higher end, nearly 2,500 buildings, or 13% of all San Rafael buildings, could face some level of tidal flooding. A comprehensive assessment of San Rafael’s vulnerable assets was completed in 2017. For more information, see the [Marin Shoreline Sea Level Rise Assessment](#). While the Climate Change Action Plan contains some measures that address adaptation, a more complete set of goals, policies and programs are contained in the [San Rafael Local Hazard Mitigation Plan](#) and will be incorporated in the City’s updated General Plan.

In addition to adaptation strategies, this section contains measures to sequester carbon dioxide through planting and preservation of trees and other vegetation and the development of carbon-rich soils. Carbon offsets are often used to fund these types of carbon sequestration projects and can be purchased to offset emissions that are difficult to otherwise mitigate, such as airplane flights. We haven’t credited emission reductions for these actions because we don’t count sequestered carbon in the community greenhouse gas inventory, but we recognize that sequestration is a critical component to meeting our carbon reduction goals.

### What You Can Do

#1 Plant trees appropriate to your situation.

#2 Add compost to your soil.

#3 Purchase carbon offsets for airplane flights and other emission that are difficult to mitigate.

#4 Find out if your home or business is vulnerable to sea level rise at [Our Coast Our Future](#).

TABLE 13: SEQUESTRATION AND ADAPTATION MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure
SA-C1	Urban Forest
SA-C2	Carbon Sequestration
SA-C3	Carbon Offsets
SA-C4	Sea Level Rise
SA-C5	Climate Change Adaptation

**SA-C1: Urban Forest**

Increase carbon sequestration and improve air quality and natural cooling through increasing tree cover in San Rafael.

- Plant additional trees on City-owned land, including public parks, open space, medians, and rights of way, where feasible.
- Review parking lot landscape standards to maximize tree cover, size, growth, and sequestration potential.
- Regulate and minimize removal of large trees and require planting of replacement trees.
- Require that the site planning, construction and maintenance of new development preserve existing healthy trees and native vegetation on site to the maximum extent feasible. Replace trees and vegetation not able to be saved.
- Encourage community members to plant trees on private land. Consider creating a tree giveaway event or providing lower-cost trees to the public through a bulk purchasing program.
- Encourage the creation of community gardens on public and private lands by community groups.
- Provide information to the public, including landscape companies, gardeners and nurseries, on carbon sequestration rates, drought tolerance, and fire resistance of different tree species.
- Manage trees and invasive species in the open space for forest health and reduction of fuel load.
- Require new development, redevelopment, and infrastructure projects to implement best management practices as feasible, including low-impact development techniques, the minimal use of non-pervious surfaces in landscape design, and the integration of natural features into the project design, to naturally filter and biodegrade contaminants and to minimize surface runoff into drainage systems and creeks.

**SA-C2: Carbon Sequestration**

Increase carbon sequestration in the built environment, developed landscapes, and natural areas.

- Encourage use of building materials that store carbon, such as wood and carbon-intensive concrete.
- Encourage composting to develop healthy, carbon-rich soils.
- Manage parks and open spaces to steadily increase carbon in vegetation and soil.
- Increase the extent and carbon sequestration potential of bay wetlands, through improvements such as horizontal levees.

### **SA-C3: Carbon Offsets**

Reduce the impact of greenhouse gas emissions through the purchase of carbon offsets.

- Encourage community members to purchase carbon offsets to reduce their carbon footprint.
- Consider partnering with a local non-profit organization to promote a carbon offset program.
- Focus on offsetting emissions that are difficult to mitigate otherwise, such as airplane travel.

### **SA-C4: Sea Level Rise**

Prepare for and adapt to a rising sea level.

- Consider the potential for sea level rise when processing development applications that might be affected by such a rise. Use current Flood Insurance Rate Maps and National Oceanic and Atmospheric Administration (NOAA) recommendations associated with base flood elevation adjustments for sea level rise in the review of development proposals. Adopt requirements to assess sea level rise risks on new development, infrastructure, and transit corridors.
- Prepare a guidance document for incorporating sea level rise into the City's capital planning process.
- Work with local, County, state, regional, and federal agencies with Bay and shoreline oversight and with owners of critical infrastructure and facilities in the preparation of a plan for responding to rising sea levels. Make sure all local stakeholders are kept informed of such planning efforts.
- Consider developing flood control projects and modifying the City's land use regulations for areas subject to increased flooding from sea level rise.
- Update GIS (Geographic Information System) maps to include new data as it becomes available; utilize GIS as a tool for tracking sea level rise and flooding, and make available to the public.
- Consider studying the creation of a Bayfront overlay zone or similar that would establish standards for developing in areas subject to flooding from SLR.

### **SA-C5: Climate Change Adaptation**

Prepare for and respond to the expected impacts of climate change.

- Continue to incorporate the likelihood of sea level rise and extreme heat and storm events in the City's Local Hazard Mitigation Plan.
- Incorporate the likelihood of climate change impacts into City emergency planning and training.
- Coordinate with water districts, wildlife agencies, flood control and fire districts, Marin County, and other relevant organizations to develop a comprehensive plan addressing climate change impacts and adaptation strategies. Address human health and the health and adaptability of natural systems, including the following:
  - a. Water resources, including expanded rainwater harvesting, water storage and conservation techniques, water reuse, water-use and irrigation efficiency, and reduction of impervious surfaces.
  - b. Biological resources, including land acquisition, creation of marshlands/wetlands as a buffer against sea level rise and flooding, and protection of existing natural barriers.

c. Public health, including heat-related health plans, vector control, safe water, and improved sanitation.

d. Environmental hazard defenses, including seawalls, storm surge barriers, pumping stations, and fire protection.

- Ensure fair and robust inclusion of lower-income households and our diverse communities in the planning and response to climate change impacts, including sea level rise, public health, and emergency preparedness.





## COMMUNITY ENGAGEMENT

The Climate Action Plan contains actions that the City can undertake to reduce its own emissions by about 1,500 MTCO<sub>2</sub>e, bringing the emissions from municipal operations down to 56% below 2005 levels. However, since emissions from governmental operations make up less than 1% of community-wide emissions, that is just a drop in the bucket.

The fact is that our residents, businesses, workers, and visitors will have to do their part to ensure we meet our reduction targets. The City can compel some of these actions by adopting ordinances and building regulations, but much of the success of our plan will depend on informing our community members and encouraging them to take action on their own. This section details the ways in which the City will seek public engagement and work with local businesses and community groups to achieve the emissions reductions identified for measures in other sections of the Plan.

### What You Can Do

#1 Sign up for Resilient Neighborhoods and join a Climate Action Team.

#2 Commit to reducing your carbon footprint by taking the actions identified in this Plan.

The City has been partnering with [Resilient Neighborhoods](#) since 2009 to educate San Rafael residents on ways they can reduce their carbon footprint. The program organizes Climate Action Teams of up to 12 households that meet five times over two months to learn about strategies and resources to improve home energy efficiency, shift to renewable energy, use low-carbon transportation, conserve water, reduce waste, and adapt to a changing climate. To start, participants calculate their household carbon footprint and then take actions to reduce their greenhouse gas emissions by at least 5,000 pounds or 25%. Over 350 San Rafael residents have participated in the program.

TABLE 14: COMMUNITY ENGAGEMENT MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure
CE-C1	Community Education
CE-C2	Community Engagement
CE-C3	Advocacy
CE-C4	Innovation and Economic Development
CE-C5	Green Businesses

### **CE-C1: Community Education**

Work with community-based outreach organizations, such as Resilient Neighborhoods, to educate and motivate community members on ways to reduce greenhouse gas emissions in their homes, businesses, transportation modes, and other activities.

### **CE-C2: Community Engagement**

Implement a communitywide public outreach and behavior change campaign to engage residents, businesses, and consumers around the impacts of climate change and the ways individuals and organizations can reduce their GHG emissions and create a more sustainable, resilient, and healthier community. Create an overarching theme to articulate a long-term goal, motivate community members, and brand a comprehensive suite of GHG-reduction programs. Prioritize promotion of programs that have the greatest greenhouse gas reduction potential while utilizing the latest social science on behavior change. Emphasize and encourage citizens' involvement in reaching the community's climate goals, including innovative means of tracking milestones and comparing San Rafael's performance with other communities and with state, national and global benchmarks.

- Conduct outreach to a wide variety of neighborhood, business, educational, faith, service, and social organizations.
- Conduct outreach and education to the Latino community by using media, organizations, and gathering places favored by Latinos and translating materials into Spanish.
- Inform the public about the benefits of installing energy and water efficient appliances and fixtures, electrifying homes and commercial buildings, installing solar energy systems, and purchasing 100% renewable electricity.
- Inform the public about the benefits of using carbon-free and low-carbon transportation modes, such as driving electric vehicles, walking, bicycling, taking public transportation, and ridesharing.
- Utilize and tailor existing marketing materials when available.
- Partner with MCE, PG&E, MMWD, Marin Sanitary Service, Transportation Authority of Marin, Marin Transit, Golden Gate Transit, SMART, and other entities to promote available financing, audits, rebates, incentives, and services to the San Rafael community.
- Utilize the City's website, newsletters, social media, bill inserts, public service announcements and advertisements, recognition programs, and other forms of public outreach.
- Create stories and "shareable content" that can be used by bloggers, businesses, non-profits, social media, and traditional media.
- Use creative methods to engage the public, such as games, giveaways, prizes, contests, simple surveys, digital tools, and "pop-up" events.
- Develop pilot programs using community-based social marketing and other social science-based techniques to effect behavior change.
- Participate in countywide outreach and education efforts, such as Drawdown Marin.

### **CE-C3: Advocacy**

Advocate at the state and federal levels for policies and actions that support the rapid transition to GHG-free energy sources, electrification of buildings and the transportation fleet, and other impactful measures to sharply reduce greenhouse gas emissions.

**CE-C4: Innovation and Economic Development**

Convene an economic development and innovation working group to explore public-private partnerships and develop ways to decarbonize our local economy while spurring sustainable enterprise and equitable employment.

**CE-C5: Green Businesses**

Encourage local businesses to participate in the Marin County Green Business Program.



## IMPLEMENTATION AND MONITORING

Plans are only effective if they're implemented and results are carefully evaluated. The City will prepare an annual assessment of the progress it is making on implementing the measures contained in this Climate Change Action Plan and continue to quantify community and greenhouse gas emissions to determine if we are on track to meet our reduction targets.

TABLE 15: IMPLEMENTATION AND MONITORING MEASURES TO REDUCE COMMUNITY EMISSIONS

ID	Measure
CE-C1	Annual Monitoring
CE-C2	Update GHG Emissions Inventories
CE-C3	Funding Sources
CE-C4	Update the Climate Change Action Plan
CE-C5	Project Compliance Checklist

### What You Can Do

#1 Get involved! Attend City Council meetings, Climate Action Plan implementation forums, and other public forums to voice your support for actions contained in this Plan.

#### IM-C1: Annual Monitoring

Monitor and report on the City's progress annually. Create an annual priorities list for implementation.

#### IM-C2: Update GHG Emissions Inventories

Update the greenhouse gas emissions inventory for community emissions annually and every five years for government operations.

#### IM-C3: Funding Sources

Identify funding sources for recommended actions, and pursue local, regional, state and federal grants as appropriate. Investigate creation of a local carbon fund or other permanent source of revenue to implement the Climate Change Action Plan.

#### IM-C4: Update the Climate Change Action Plan

Update the Climate Change Action Plan regularly to incorporate new long-term reduction targets and strategies to meet those targets.

#### IM-C5: Project Compliance Checklist

Develop a project compliance checklist to use when reviewing development proposals, use permit applications, and building permit applications to ensure compliance with Climate Action Plan measures.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Cristine Alilovich,  
Assistant City Manager

City Manager Approval: \_\_\_\_\_

**TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL AND SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

**SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:**

Direct staff to return with a Resolution seeking approval of a successor Memorandum of Understanding between the City of San Rafael and San Rafael Fire Chief Officers' Association.

**BACKGROUND:**

The San Rafael Fire Chief Officers' Association (SRFCOA) represents 4 safety mid-management employees in the San Rafael Fire Department. The most recent Memorandum of Understanding ("MOU") for SRFCOA expired on June 30, 2018 after a two-year term. Over the past several months, representatives of the City and SRFCOA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRFCOA reached a tentative agreement on September 26, 2018, for a two-year successor MOU and SRFCOA membership subsequently ratified the tentative agreement.

**ANALYSIS:**

The following are the highlights that reflect the terms and significant economic items included in the tentative agreement between the City and SRFCOA. In addition to the economic items, some operational items were also addressed in the successor MOU.

1. **Term of the Agreement:** July 1, 2018 through June 30, 2020
2. **Salary Increase:** Job classes represented by this bargaining group will receive a 2.0% base wage increase effective September 1, 2018 and a 2.0% base wage increase effective the pay period including July 1, 2019.

---

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

**3. One-Time Payment and Benefit:**

The following one-time, non-pensionable payment and benefits are limited to the two years cited in this agreement and are not scheduled to recur in the future.

1. Effective the first full pay period following City Council approval of the MOU, each employee in the bargaining unit will receive a one-time contribution to their deferred compensation plan in the amount of \$5,000.00. This payment will not contribute to employees' pensions; and
2. Each employee in the bargaining unit will receive two additional Administrative Leave days, as defined in section 5.4.1, during the 2019 calendar year. Unused Administrative Leave will not carry over from one calendar year to the next, nor will unused balances be paid off upon an employee's resignation. These days will expire at the end of the 2019 calendar year if not used.

**4. Uniform Allowance:** The uniform allowance for all employees will be increased from \$900 per year to \$1,610 per year.

**5. Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Association Orientation of New Employees & Employee Information (Sections 2.3 and 2.4): Pursuant to recent legislation (AB 119), the parties negotiated specific terms regarding SRFCOA access to new employees and communication to SRFCOA of employee information.
- Retiree Health Insurance (Section 4.2.2): Clean up language to remove reference to a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) since payments are made directly to CalPERS.
- Contributions into RHS (Section 4.2.3): Clean up language to comply with administration of the existing benefit and consistent with plan documents.

**FISCAL IMPACT:**

The current total annual salary and benefit cost to the City for the 4 employees of SRFCOA is \$1,321,433. The additional ongoing incremental cost of the successor MOU beyond the FY 17/18 budget is:

	<b><u>Incremental FY 2018-19</u></b>	<b><u>Incremental FY 2019-20</u></b>
<b>Wages:</b>		
Base Salary (2%)	\$11,519*	\$16,403
<b>Uniform Allowance:</b>	\$ 2,840	- 0 -
<b>Other costs:</b>		
Pension**	\$10,547	\$12,030
Taxes (Medicare, W/C)	<u>\$ 1,123</u>	<u>\$ 1,530</u>
<b>Total Incremental Cost:</b>	<b>\$26,029</b>	<b>\$29,963</b>

\*Cost of base salary increase over 10 months for FY 18/19 (September 2018 to June 2019). FY 19/20 cost is for 12 months.

\*\*This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.

While the incremental cost is \$26,029 for fiscal year 2018-2019 and \$29,963 for fiscal year 2019-2020, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is \$82,021 for the two-year term. In addition, there is a cost of \$20,000 in one-time contributions to deferred compensation. This one-time contribution will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

**OPTIONS:**

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and San Rafael Fire Chief Officers' Association.
- Direct staff to return with more information.

**RECOMMENDED ACTION:**

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the Memorandum of Understanding between the City of San Rafael and San Rafael Fire Chief Officers' Association pertaining to compensation and working conditions (July 1, 2018 through June 30, 2020).

**ATTACHMENTS:**

- Draft redline MOU between City of San Rafael and San Rafael Fire Chief Officers' Association for July 1, 2018, to June 30, 2020 (and all attachments).

**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

*JULY 1, 20186 - JUNE 30, 202018*



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN RAFAEL  
AND  
SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Section 3500, et seq. the Government Code of the State of California).

The San Rafael Fire Chief Officers' Association and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in said representative unit, and have freely exchanged information, opinions and proposals, and have reached an agreement on all matters relating to the employment conditions and the employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 201~~86~~ and ending June 30, 20~~2018~~~~18~~. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Fire Chief Officers' Association, the employees it represents, and the City of San Rafael.

## **1 GENERAL PROVISIONS**

### **1.1 INTRODUCTION**

#### *1.1.1 Scope of Agreement*

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the San Rafael Fire Chief Officers' Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth as follows:

- a. Battalion Chief

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City's Personnel Ordinance, City's Personnel Rules and Regulations, City's Employer-Employee Resolution, City's Administrative Procedures, and Fire Department Rules and Regulations, General Orders and Procedures.

#### *1.1.2 Term of Memorandum of Understanding (MOU)*

This agreement shall be in effect from July 1, 201~~68~~ through June 30, 20~~2018~~~~18~~.

### **1.2 RECOGNITION**

#### *1.2.1 Bargaining Unit*

City hereby recognizes Association as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Fire Chief Officers' Association Bargaining Unit which includes the following:

- a. Battalion Chief

### 1.2.2 Available Copies

Both the City and the Association agree to keep duplicate originals of this agreement on file in a readily accessible location available for inspection by any City employee, or member of the public, upon request.

### 1.2.3 City Recognition

The Municipal Employee Relations Officer of the City of San Rafael, or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in employer-employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

### 1.2.4 Employee Representatives

The Association shall, by written notice to the City Manager, designate certain of its members as Employee Representatives.

## 1.3 DISCRIMINATION

### 1.3.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, gender, gender expression, gender identity, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

Any employee who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU.

### 1.3.2 Association Discrimination

No member, official, or representative of the Association shall, in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of Association.

## 1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

Both the City and the Association agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

## 1.5 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

## 1.6 STRIKES & LOCKOUTS

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees and the Association agrees that it will not agree to encourage or approve any strike or slow down growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

## **1.7 SEVERABILITY**

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

## **1.8 PREVAILING RIGHTS**

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulations, ordinances or resolutions, which are not specifically superseded by the M.O.U., shall remain in full force and effect throughout the term of this Agreement.

## **1.9 MANAGEMENT RIGHTS**

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence of facts which are the basis of the management decision.
3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means, technology and extent of services to be provided to the public.
5. Methods of financing.
6. Types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
10. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
11. To establish and modify organizational productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights, and this Memorandum of Understanding.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.

15. To determine policies, procedure and standards for selection, training and promotion of employees.
16. To establish employee performance standards including but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

The City and Association agree and understand that if, in the exercise of any of the rights set forth above, the effect of said exercise of rights by the City impacts an area within the scope of representation as set forth in the Meyers/Milias/Brown Act, case law interpreting said acts, and/or Federal law, the City shall have the duty to meet and confer with the Association regarding the impact of its decision/exercise of rights.

## **1.10 FULL UNDERSTANDING, MODIFICATION, WAIVER**

### *1.10.1 Modification/Waiver*

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2020~~18~~.

### *1.10.2 Effective Dates*

This Agreement will be in effect from July 1, 201~~8~~6 through June 30, 2020~~18~~. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

### *1.10.3 Joint Representation*

The parties jointly represent to the City Council that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

## **2 MMBA**

### **2.1 DUES DEDUCTION**

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

The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.



- B. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- D. The employees' earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.

In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
- E. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

## **2.2 RELEASE TIME**

The City shall allow a reasonable number of Association members time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. Reasonable time off without loss of compensation or other benefits shall also be granted to members of the Association to participate in and prepare for grievances.

## **2.3 ASSOCIATION ORIENTATION OF NEW EMPLOYEES**

Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will provide the new employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.

## **2.4 EMPLOYEE INFORMATION**

The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.



### **3 \_COMPENSATION**

#### **3.1 GENERAL WAGES & COMPENSATION**

##### *3.1.1 General Wage Increase*

Effective the pay period including ~~July-September~~ 1, 201~~86~~ the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 201~~97~~, the City will increase base wages for all employees by 2.0%.

##### ~~3.1.2 — Equity Adjustments~~

~~Employees represented by this bargaining unit will receive an additional 1.0% equity adjustment to base hourly rate at the start of each fiscal year of the MOU.~~

##### ~~3.1.33.1.2 One-Time Payments and Benefits~~

The following one-time payments and benefits are limited to the two years cited in this agreement and are not scheduled to recur in the future:

1. Effective the first full pay period following City Council approval of the MOU, each employee in the bargaining unit will receive a one-time contribution to their deferred compensation plan in the amount of \$5,000.00. This payment will not contribute to employees' pensions; and
2. Each employee in the bargaining unit will receive two additional Administrative Leave days, as defined in section 5.4.1, during the 2019 calendar year. Unused Administrative Leave will not carry over from one calendar year to the next, nor will unused balances be paid off upon an employee's resignation. These days will expire at the end of the 2019 calendar year if not used.

##### ~~3.1.43.1.3 Compensation Goal & Definitions~~

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the Association in an amount equal to the following:

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin Fire District, and South San Francisco, Vallejo; and,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation, employer's contribution towards employees' share of retirement, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans and employer paid cafeteria/flexible spending accounts. Total compensation comparisons shall be calculated both with and without the employer's retirement contribution.

### 3.1.53.1.4 Compensation Surveys

To measure progress towards the above-stated goal, the City and the Association will jointly survey the benchmark position of Battalion Chief three (3) months before the expiration of this contract.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in 'total compensation' for the purpose of measuring progress towards the goal. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

## **3.2 SALARY STEP INCREASE**

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of his/her duties. Salary step advancement shall be made only upon the recommendation of the Fire Chief, with the approval of the City Manager or his/her designee, and are not automatic, but based on documented, acceptable work performance. Accelerated salary step increases may be granted an employee based upon the recommendation of the Fire Chief and approval of the City Manager for exceptional job performance.

## **3.3 PAY CHECK DATES**

City employees are paid twice per month on the 15<sup>th</sup> and the last working day of the month. When a pay day falls on a holiday, the pay day will be transferred to the following day of regular business unless the Finance Office is able to complete the payroll by the previous work day. The method of distributing the payroll shall be established by the Finance Director.

During the term of this Agreement, the City may institute change the payroll schedule from 24 pay cycles per year to 26 pay cycles per year.

## **3.4 ADDITIONAL PAY**

### *3.4.1 Education Incentive Program*

The Educational Incentive for all employees represented by this Association is included in the base salary.

### *3.4.2 Uniform Allowance*

Uniform members of the Fire Department, represented by this Association, shall receive a uniform allowance in the amount of ~~\$450805.00~~ at the completion of each six months of service ending June 1<sup>st</sup> and December 1<sup>st</sup>. A pro-ration at the rate of ~~\$134.1775.00~~ per month may be given for a portion of the first and last six months of service upon recommendation of the Department Head and approval of the City Manager.

### *3.4.3 Boot Allowance*

Uniform members of the Fire Department, represented by this Association, shall be entitled to a maximum of \$160 every two fiscal years for a boot allowance. The employee is responsible for

purchasing safety boots and submitting a receipt for reimbursement. The boots must be purchased for City use only and must adhere to safety requirements.

## **4 BENEFITS**

### **4.1 JOINT BENEFITS COMMITTEE**

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall include representatives from all bargaining groups.

### **4.2 HEALTH & WELFARE**

#### *4.2.1 Full Flex Cafeteria Plan*

**Effective January 1, 2010** the City implemented a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees shall receive a monthly flex dollar allowance to purchase benefits under the Full Flex Cafeteria plan.

~~Effective July 1, 2016, the flex dollar allowance shall be \$1,142 per month.~~

The monthly flex dollar allowance effective the first paycheck of December 2017 shall be:

For employee only:	\$ 733.39
For employee and one dependent:	\$ 1,173.42
For employee and two or more dependents:	\$ 1,525.45

Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area Region premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The monthly flex dollar allowance (including the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

**Conditional Opt-out Payment:** An employee may elect to waive the City's health insurance coverage and receive an Opt-out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.

- 3) The employee understands that the City is legally required to immediately stop conditional Opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

~~From July 1, 2016 thru November 2017, the Opt-out payment will be \$1,142 per month. Beginning with the first paycheck in December 2017, the Opt-out payment will be \$760 per month for employees hired into the association on or before January 1, 2017.~~ New members hired into the association after January 1, 2017, shall be eligible for a \$300 Opt-out payment.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations or other legislation or agency guidance.

#### 4.2.2 *Retiree's Health Insurance*

Employees represented by the Association who retire from the Marin County Retirement System, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans, are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

##### A. **Longevity Payment for Employees hired by the City on or before January 1, 2010**

The City shall make a monthly retiree health insurance longevity payment on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section.

The City's monthly contribution payment shall be the difference between the premium cost of coverage ~~for any two party rate~~ minus the PEMHCA minimum contribution. The City's total payment ~~(PEMHCA minimum contribution plus cost of retiree premiums)~~ shall not exceed \$557 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment ~~contribution~~ shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- B. **Employees hired by the City on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City.

#### 4.2.3 *Contributions into a Retiree Health Savings Account (RHS)~~HRA~~*

For employees hired into City employment after January 1, 2010, the City shall contribute 2% of top step Firefighter-Paramedic base salary into a Retiree Health Savings (RHS) Account ~~HRA~~ and the employee shall also contribute 2% of top step Firefighter-Paramedic base salary into the same account. In the event an employee's salary is not sufficient to contribute the 2%, no City or employee contribution will be made until such time as the salary is sufficientable to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired ~~and will be open for negotiations at the end of the term of this contract.~~

#### 4.2.4 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Participation in a plan is voluntary and the administrative fees to participate in the plan are the responsibility of employees.

The City will make a monthly contribution of 0.83% of base salary to a deferred compensation plan.

#### 4.2.5 *Flexible Spending Account for Health and Dependent Care Reimbursement (125)*

The City will continue to offer a Section 125 Plan pursuant to the IRS Code.

City shall establish annual enrollment period for the Section 125 Plan and each employee must re-enroll if he/she wishes to participate in the Section 125 Plan for the following calendar year. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process but agrees to coordinate all changes through the Employee Benefits Committee.

### **4.3 LIFE INSURANCE**

The City will pay the full premium cost for enrollment in the group term insurance plans for employees represented by this bargaining unit. The basic plan provides \$150,000 of group term life insurance and \$150,000 of AD&D benefit.

### **4.4 LONG TERM DISABILITY POLICY**

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month through the City's CIGNA coverage.

Members of the Chief Officer's Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

### **4.5 DENTAL PLAN**

- A. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- B. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- C. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement. The City will add the full cost of the dental premium as a paid benefit by the City to the Full Flex Cafeteria Plan enrollment form.
- D. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged, and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

## **4.6 RETIREMENT**

### *4.6.1 City Paid Employee Retirement*

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Employees represented by this bargaining group who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement, pursuant to Section 5.1.5. of this M.O.U.).

### *4.6.2 Retirement Plans*

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employees' single highest year of compensation with a 3% COLA.

Safety members hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55, calculated based on the average of their highest consecutive three years of compensation, with a 2% COLA benefit cap.

Safety employees hired on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013 shall be enrolled in the MCERA 2.7%@57 plan for Safety members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

### *4.6.3 Member Cost of Living Rates*

Bargaining unit members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

### *4.6.4 Additional Pension Funding*

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

## **5 LEAVES**

### **5.1 SICK LEAVE**

#### *5.1.1 Policy Statement*

Each employee represented by this Association shall be eligible to accrue sick leave benefits. Employees may use accrued sick leave, if necessary, during their probationary period. Sick



leave shall not be considered as a privilege, which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual sickness or disability.

#### *5.1.2 Administration of Sick Leave*

An employee eligible for sick leave with pay will be granted such leave with the approval of the Fire Chief for the following purposes: Personal illness or illness within the immediate family (immediate family is defined based on California Paid Sick Leave law as employee's spouse, registered domestic partner, children and/or employee's parents, in-laws, siblings, grandchild and grandparents) or physical incapacity resulting from causes beyond the employee's control; or Enforced quarantine of the employee in accordance with community health regulations. Except that an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary.

The employee is required to notify the Fire Chief according to department rules and regulations at the beginning of his/her workday if said employee will be absent under the provisions of sick leave. Every employee who is absent from his/her duties for two (2) consecutive days, under the provisions of sick leave, shall file with the Human Resources Director, if so requested, a verification in the form of a physician's certificate or the employee's personal affidavit, verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, up to and including dismissal.

In recognition of exempt status from FLSA, time off for Sick leave purposes shall not be deducted from employee's accrual unless the employee is absent for the full workday.

#### *5.1.3 Sick Leave Accrual*

Represented employees working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 37.5-hour work week shall earn sick leave credits at the rate of 7.5 hours per month.

Accrual of sick leave for usage purposes is unlimited. The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 37.5-hour work week and 1,680 hours for employees working a 56-hour work week.

#### *5.1.4 Sick Leave Service Credit Option*

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael on or after February 1, 2007 and within 120 days of leaving City employment (excludes deferred retirement) shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.5 – Sick Leave Payoff).

#### *5.1.5 Sick Leave Payoff*

Employees who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. Sick leave payoff would be subject to a maximum of 600 hours for 37.5 hour per week employees and 840 hours for 56-hour per week employees, subject to the 3% per year formula noted above. In the event of the death of an employee, payment for unused sick leave based upon the previously stated formula shall be paid to the employee's designated beneficiary.

## 5.2 VACATION LEAVE

### 5.2.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue vacation leave benefits. Employees shall be eligible to use accrued vacation leave after six (6) months of employment, subject to the approval of the Fire Chief.

### 5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the following rate for continuous service:

#### For 37.5 hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	15 days or 112.5 hours	4.69 hours
6 Years	16 days or 120 hours	5.00 hours
7 Years	17 days or 127.5 hours	5.31 hours
8 Years	18 days or 135 hours	5.63 hours
9 Years	19 days or 142.5 hours	5.94 hours
10 Years	20 days or 150 hours	6.25 hours
11 Years	21 days or 157.5 hours	6.56 hours
12 Years	22 days or 165 hours	6.88 hours
13 Years	23 days or 172.5 hours	7.19 hours
14 Years	24 days or 180 hours	7.5 hours
15+ Years	25 days or 187.5 hours	7.81 hours

#### For 56-hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	7.5 shifts or 180 hours	7.5 hours
6 Years	8 shifts or 192 hours	8 hours
7 Years	8.5 shifts or 204 hours	8.5 hours
8 Years	9 shifts or 216 hours	9 hours
9 Years	9.5 shifts or 228 hours	9.5 hours
10 Years	10.0 shifts or 240 hours	10 hours
11 Years	10.5 shifts or 252 hours	10.5 hours
12 Years	11 shifts or 264 hours	11 hours
13 Years	11.5 shifts or 276 hours	11.5 hours
14 Years	12 shifts or 288 hours	12 hours
15+ Years	12.5 shifts or 300 hours	12.5 hours



### 5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Fire Chief, may advance vacation credits to any eligible employee, except that if the employee leaves City employment before accruing the used vacation leave said employee will reimburse the City for the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employee's accrual unless the employee is absent for the full work day.

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, shall be determined by the Fire Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays falls within an annual vacation leave, such holidays shall not be charged as vacation leave, unless the employee is on a schedule to be paid for designated holidays in lieu of days off.

### 5.2.4 Vacation Accrual Cap

At any time during each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 265 hours for 37.5 hour per week employees and 396 hours for 56-hour per week employees. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations (i.e., extended medical leave) request an increase in their cap. Each request would need to be in writing, submitted through the department, and receive the approval of the Fire Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

If an employee exceeds the accrued vacation balance (cap) as a result of being on extended leave pursuant to Labor Code Section 4850, those accrued hours would be carried forward and the employee would be allowed to use the additional accrued hours without penalty. In no event will an employee have their vacation hours reduced as a result of exceeding the cap due to having been off on Labor Code 4850 time as a result of an industrial injury, if the time off due to an industrial injury prevented them from taking scheduled vacation.

### 5.2.5 Vacation Payoff

Upon termination of employment by resignation, retirement, or death, employees who leave the municipal service in good standing shall receive compensation of all accrued unused vacation leave earned prior to the effective date of leaving their City position. In the event of the death of an employee, payment for unused vacation leave shall be paid to the employee's designated beneficiary.

## 5.3 HOLIDAYS

### 5.3.1 Days Observed

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day**
Washington's Birthday*	Veteran's Day
Lincoln's Birthday*	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	

Notes:

\*For employees working a 37.5-hour work week, Washington's and Lincoln's birthdays are combined as President's Day; with that said, employees shall receive one floating holiday.

\*\*A floating holiday is provided in lieu of Admission's Day off.

7.5 hours for these floating holidays are automatically added to an employee's Floating Holiday accrual on a semi-annual basis.

### 5.3.2 *Holiday Pay*

All 56 hour a week shift employees represented by this Association are entitled to additional straight time compensation for every holiday given above. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Holiday pay formula will be based on a 56-hour work week (2,912 hour year for calculating the hourly rate for a twelve hour day).

## 5.4 OTHER LEAVE

### 5.4.1 *Administrative Leave*

Represented employees working a 37.5-hour work week shall receive ten (10) Administrative Leave days (75 hours) each calendar year (56-hour work week represented employees shall receive 5.0 shifts [120 hours]) subject to the approval of the department head. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee accrual, unless the employee is absent for the full workday.

### 5.4.2 *Bereavement Leave*

In the event of the death of an employee's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to three (3) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of out of state bereavement leave may be granted to attend the funeral.

In those cases where the death involves an individual who had such a relationship with the employees, as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Fire Chief as part of the request for bereavement leave.

#### 5.4.3 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

#### 5.4.4 *Workers Compensation Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2 for qualifications regarding use of accrued sick leave.

#### 5.4.5 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

#### 5.4.6 *Leave of Absences Without Pay*

Leave of absences without pay (for non-medical reasons which are covered by Section 5.4.7.) may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave so granted is not a right but an authorized privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the Appointing Authority. All other applicable leaves must be exhausted and no vacation, sick leave, or any other paid benefit shall be accrued or used during such leave. The Fire Chief, as Appointing Authority, may grant up to 30 days of leave without pay depending upon the merit of the case. Any leave without pay in excess of 30 days may only be granted upon the recommendation of the Fire Chief and approval of the City Manager and may not exceed a total of six months.

#### 5.4.7 *Family Medical Leave*

Such leave shall be in accordance with applicable State and Federal law.

#### 5.4.8 *Catastrophic Leave*

Association members shall abide by City Policy.

#### 5.4.9 *Absence Without Authorized Leave*

An unauthorized absence of an employee for three consecutive work days may result in an investigation as to the circumstances of the situation and disciplinary action up to and including termination, if warranted.

### **5.5 ACCRUAL BALANCE ADJUSTMENT**

When a member moves from a 56-hour work week assignment to a 37.5-hour work week assignment, accrued vacation, sick, and administrative leave hour balances will be multiplied by .67 to determine new leave balances.

When a member moves from a 37.5-hour work week assignment to a 56-hour work week assignment, accrued vacation, sick, and administrative leave hours will be multiplied by 1.49 to determine new leave balances.

This does not apply to temporary reassignments.

## **6 TERMS & CONDITIONS OF EMPLOYMENT**

### **6.1 WORK WEEK**

The established work week for suppression employees covered by this Memorandum of Understanding shall consist of a fifty-six (56) hour workweek with a three (3) platoon system. A work shift shall be defined as twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set shall be defined as two twenty-four hour shifts worked consecutively.

Suppression employees work a fifty-six (56) hour work week in twenty-four (24) hour shifts within a twenty-four (24) day cycle as listed below (commonly referred to as the "2 X 4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift.

The established workweek for 37.5-hour employees shall be negotiable between the Employee and the Fire Chief, with the final schedule determined by the Fire Chief's approval.

### **6.2 HOURLY RATE**

The hourly rate for personnel covered by this MOU shall be based on 1950 annual work hours for represented job classes working a 37.5-hour work week and 2912 annual work hours for represented job classes working a 56-hour work week.

### **6.3 OVERTIME**

Employees in the FLSA exempt classifications of Administrative Chief/Fire Division Chief or Battalion Chief will be paid overtime for additional days authorized and worked in excess of their regular work week schedule provided that:

1. The employee is assigned to overtime relief duty as shift commander, Strike Team Leader, or other authorized emergency overhead assignment; and
2. The Fire Chief has authorized the overtime work in writing and in advance of the performance of the work. The overtime authorized in this section will be paid at time and one half of the 56-hour rate, regardless of whether the employee normally works a 37.5 hour or 56-hour schedule.

### **6.4 CONTRACTUAL OVERTIME LEAVE**

With the Fire Chief's approval, contractual Overtime Leave, in lieu of overtime pay, may be taken subject to the following rules:

#### *6.4.1 Accrual Limit*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may accrue up to 75 hours of Contractual Overtime Leave

after which said employee must accept overtime pay in lieu of accruing additional Contractual Overtime Leave.

#### *6.4.2 Overtime Rate*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may elect to accrue Contractual Overtime Leave on an hour for hour basis subject to the limitations in Section 6.4.1. Employees who elect Contractual Overtime Leave must take the time off and will be paid based on the 37.5-hour rate when the Contractual Overtime Leave time is taken.

### **6.5 SPECIALTY ASSIGNMENT**

If through mutual agreement with the Fire Chief operations personnel are assigned to the 37.5 ~~1/2~~-hour work schedule, as opposed to the 56-hour schedule, for assignments such as training, fire prevention, or other administrative functions, such employee shall receive five percent (5%) premium pay. The length of the assignment shall be based on mutual agreement between the employee and the Fire Chief. When an employee filling a specialty assignment works overtime beyond the regularly scheduled work day as a shift commander, strike team leader or other authorized emergency overhead assignment, the five percent (5%) specialty assignment premium pay will not will be paid on the overtime hours.

### **6.6 SELECTION**

#### *6.6.1 Selection Process*

The City's Human Resources Department shall be responsible for the administration of all recruitments.

#### *6.6.2 Referral Process*

All qualified candidates, based upon competitive examination, shall be placed on the Eligibility List for the appropriate job classification. The Fire Chief shall have the authority of "the Rule of the List" and all candidates on a current Eligibility List shall be eligible for referral to the Fire Chief for final selection.

#### *6.6.3 Battalion Chief Qualifications*

In addition to other qualifications described in the Fire Department's Career Development Guide, qualifications for candidates for Chief Officer positions represented by this Association in the Fire Department will include three (3) years of line captain experience or two (2) years of line captain experience if appointed to an acting assignment.

### **6.7 PROBATIONARY PERIOD**

#### *6.7.1 Purpose of Probation*

Each employee shall serve a period of probation beginning on the date of initial appointment to their position. The purpose of probation shall be to determine the employee's ability to perform satisfactorily the duties prescribed for the position, prior to the employee entering regular status.

#### *6.7.2 Length of Probationary Period*

The probationary period on original and promotional appointments shall be for twelve (12) months.

### 6.7.3 *Rejection During Probation*

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal.

### 6.7.4 *Extension of Probationary Period*

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

### 6.7.5 *Notification of Extension or Rejection*

On determining that a probationary employee's work is not satisfactory, the Fire Chief shall notify the Human Resources Director in writing of his/her intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her extension or rejection.

### 6.7.6 *Regular Status*

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

### 6.7.7 *Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher position classification provided he/she is certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which the employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

### 6.7.8 *Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion and all previous rights and privileges restored. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

## **6.8 PERSONNEL RULES & REGULATIONS**

### 6.8.1 *Drug & Alcohol Policy*

SRFCOA agree to adhere to the Drug and Alcohol Policy as outlined in the San Rafael Firefighters' Association contract.

### 6.8.2 *Outside Employment Policy*

Association members shall abide by City's policy dated June 27, 2007.

### 6.8.3 *Temporary Light (Modified) Duty Policy Statement*

SRFCOA agrees to follow the City of San Rafael's Modified Light Duty Work Policy dated June 6, 2008.

### 6.8.4 *No Smoking/Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired before 7/1/08 will not be allowed to smoke or use tobacco products as follows:

1. While inside any City of San Rafael structure or space
2. While inside any City/Fire Department vehicle
3. While in public when on-duty or in uniform
4. In compliance with State and local ordinance

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

### 6.8.5 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Fire Chief Officers' Association.

## **6.9 MISCELLANEOUS**

### 6.9.1 *Return of City Equipment*

Upon termination of employment, all tools, equipment, and other city property assigned to any employee shall be returned to the Fire Department.

### 6.9.2 *Political Activity*

The political activity of employees shall comply with pertinent provisions of State and Federal law.

### 6.9.3 *Staffing Levels*

Any changes in the current staffing levels of positions represented by this Association will be subject to meet and confer.

### 6.9.4 *Career Development Program*

The San Rafael Fire Chief Officers' Association agrees to the Career Development Guidelines as written.

### 6.9.5 *Gym Reimbursement*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.



## **7 PROCEDURES**

### **7.1 DEMOTION & SUSPENSION**

#### *7.1.1 Demotion*

The Fire Chief may demote an employee when the following occurs:

- a. The employee fails to perform his/her required duties.
- b. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Demotion pursuant to Section 7.1.1 (a) shall be deemed disciplinary action and as such shall be handled according to the provisions of the Section titled "Disciplinary Action" of this Memorandum of Understanding.

#### *7.1.2 Suspension*

On the recommendation of the Fire Chief, the City Manager may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with the Section titled Disciplinary Action of this Memorandum of Understanding and provisions for exempt status employees.

### **7.2 TERMINATION OF EMPLOYMENT**

#### *7.2.1 Resignation*

An employee wishing to leave City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) calendar days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Fire Chief and the Human Resources Department.

#### *7.2.2 Termination/ Demotion - Lack of work or funds*

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.6, Reduction in Force, of this Memorandum of Understanding.

#### *7.2.3 Termination - Disciplinary Reasons*

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

#### *7.2.4 Termination - Probation*

The rejection of an employee during his/her initial probationary period is covered in Article 7.3, Probationary Period, of this Memorandum of Understanding.



### 7.2.5 *Retirement*

Retirement from City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

## 7.3 **DISCIPLINARY ACTION**

### 7.3.1 *Authority*

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

### 7.3.2 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay. Any disciplinary action taken shall be consistent with the provisions of the Fair Labor Standards Act as it relates to exempt employees.

### 7.3.3 *Causes for Disciplinary Action*

The City may discipline or discharge an employee for the following:

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- e. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior towards (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuse of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, horseplay or brawls.
- o. Dishonesty or theft.
- p. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.

- s. Other acts inimical to the public service.
- t. Inability or refusal to provide medical statement on cause of illness or disability.

#### 7.3.4 Appeals

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedures Act and this Memorandum of Understanding. If an employee feels he or she has been unjustly disciplined/discharged, he or she shall have the right to appeal his or her case through the appropriate procedure established in this Memorandum of Understanding. Such appeal must be filed with the City Manager by the employee in writing within ten (10) working days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

#### 7.3.5 Proceeding Heard by City Manager

The appellant may submit the appeal directly to the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

#### 7.3.6 City Manager and Arbitration

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

A hearing before the arbitrator shall be held within 60 calendar days of selection of the arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The arbitrator shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

### 7.4 GRIEVANCE PROCEDURE

#### 7.4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding Article 1.3 and Article 1.5 of this M.O.U.), or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3. Policy 1-VI-3 is specifically incorporated by reference. Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable.

#### 7.4.2 Initial Discussion

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Fire Chief. If the issue is not resolved within ten (10) working days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

### *7.4.3 Referral to City Manager*

Any employee or any official of the Association may notify the City Manager and Fire Chief in writing that a grievance exists, and in such notification state the particulars of the grievance, and, if possible, what remedy or resolution is desired.

No grievance may be processed under Section 7.4.4 below which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved ten (10) working days after it has been submitted to the City Manager in writing may be referred to the next step.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

### *7.4.4 City Manager and Arbitration*

If the grievance is not resolved in the previous Section 7.4.3 of this Memorandum of Understanding, the grievant, the Association, or the City, after completion of the previous step in the grievance procedure, may submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within ten (10) working days to select a mutually acceptable arbitrator. The selection process will include a review of the arbitrator's availability for the hearing. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 calendar days of selection of the arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City. No Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

## **7.5 FURLOUGH PROGRAM**

The employees of this Association endorse the Furlough Program described in Exhibit "B" attached to this Memorandum of Understanding.

## **7.6 REDUCTION IN FORCE**

### *7.6.1 Authority*

The Fire Chief may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency.

### *7.6.2 Notice*

Employees designated for layoff or demotion in lieu of lay off shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of lay off or demotion. The Association shall also be so notified.

### *7.6.3 Order of Layoff*

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Extra-hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

#### 7.6.4 *Seniority*

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- a. Seniority within the affected classifications will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro-rata basis to full-time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- c. If all of the above factors are equal, the date of regular status in City service shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

#### 7.6.5 *Bumping Rights*

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

#### 7.6.6 *Transfer Rights*

The Human Resources Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.6.2, but no longer than the effective date of such layoff or reduction.

### **7.7 RE-EMPLOYMENT**

#### 7.7.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

#### 7.7.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

#### 7.7.3 *Time Limits*

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 weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and shall be removed from the re-employment list.

#### *7.7.4 Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

#### *7.7.5 Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification.

Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

#### *7.7.6 Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

**SAN RAFAEL FIRE CHIEF OFFICERS'  
ASSOCIATION:**

**CITY OF SAN RAFAEL:**

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**Matt Windrem, Battalion Chief**

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**Cristine Alilovich, Assistant City Manager**

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**Kyle Hamilton, Battalion Chief**

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**Lauren Monson, Deputy City Attorney**

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**Date**

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**Date**

**SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**  
**SALARY SCHEDULE**  
Effective September 1, 2018

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 11,958	\$ 12,556	\$ 13,184	\$ 13,843

*\*Employees in a specialty assignment shall receive five percent (5%) premium pay.*

**SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**  
**SALARY SCHEDULE**  
**Effective July 1, 2019**

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 12,197	\$ 12,807	\$ 13,447	\$ 14,120

*\*Employees in a specialty assignment shall receive five percent (5%) premium pay.*





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Cristine Alilovich,  
Assistant City Manager

City Manager Approval: 

**TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL AND SAN RAFAEL POLICE MID-MANAGERS' ASSOCIATION (SRPMMA)**

**SUBJECT: DISCUSSION AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE MID-MANAGERS' ASSOCIATION (SRPMMA) (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:**

Direct staff to return with a Resolution seeking approval of a successor Memorandum of Understanding between the City of San Rafael and San Rafael Police Mid-Managers' Association (SRPMMA).

**BACKGROUND:**

The San Rafael Police Mid-Managers' Association (SRPMMA) represents 6 safety mid-management employees in the San Rafael Police Department. The most recent Memorandum of Understanding ("MOU") for SRPMMA expired on June 30, 2018 after a two-year term. Over the past several months, representatives of the City and SRPMMA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRPMMA reached a tentative agreement on September 19, 2018, for a two-year successor MOU and SRPMMA membership subsequently ratified the tentative agreement.

**ANALYSIS:**

The following are the highlights that reflect the terms and significant economic items included in the tentative agreement between the City and SRPMMA. In addition to the economic items, some operational items were also addressed in the successor MOU.

1. **Term of the Agreement:** July 1, 2018 through June 30, 2020
2. **Salary Increase:** Job classes represented by this bargaining group will receive a 2.0% base wage increase effective September 1, 2018 and a 2.0% base wage increase effective the pay period including July 1, 2019.

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

**3. One-Time Payments:**

The following one-time, non-pensionable payments are limited to the two years cited in this agreement and are not scheduled to recur in the future.

Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$8,000 in exchange for the elimination of section 4.7.5 Deferred Compensation from the MOU. This payment is subject to normal payroll taxation.

The \$8,000 payment will be split as follows:

1. \$4,000 will be paid with the first pay period in January 2019 or upon approval by the City Council, whichever is latest. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.
2. \$4,000 will be paid with the first pay period in January 2020. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

**4. Uniform Allowance:** The uniform allowance for all employees will be increased from \$1,060 per year to \$1,770 per year.

**5. Non-Economic Items:** In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached draft redline MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- Association Orientation of New Employees & Employee Information (Sections 2.1.3 and 2.1.4): Pursuant to recent legislation (AB 119), the parties negotiated specific terms regarding SRPMMA access to new employees and communication to SRPMMA of employee information.
- Retiree Health Insurance (Section 4.2.2): Clean up language to remove reference to a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) since payments are made directly to CalPERS.

**FISCAL IMPACT:**

The current total annual salary and benefit cost to the City for the 6 employees of SRPMMA is \$1,917,191. The additional ongoing incremental cost of the successor MOU beyond the FY 17/18 budget is:

	<b><u>Incremental FY 2018-19</u></b>	<b><u>Incremental FY 2019-20</u></b>
<b>Wages:</b>		
Base Salary (2%)	\$14,106*	\$22,506
<b>Uniform Allowance:</b>	\$ 4,260	- 0 -
<b>Other costs:</b>		
Pension**	\$14,913	\$16,789
Taxes (Medicare, W/C)	<u>\$ 1,839</u>	<u>\$ 2,531</u>
<b>Total Incremental Cost:</b>	<b>\$35,118</b>	<b>\$41,826</b>

\*Cost of base salary increase over 10 months for FY 18/19 (September 2018 to June 2019). FY 19/20 cost is for 12 months.

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

*\*\*This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*

While the incremental cost is \$35,118 for fiscal year 2018-2019 and \$41,826 for fiscal year 2019-2020, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is \$112,062 for the two-year term. In addition, there is a cost of \$48,000 in one-time payments. These one-time payments will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

### **OPTIONS:**

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the successor MOU between the City of San Rafael and San Rafael Police Mid-Management Association (SRPMMA).
- Direct staff to return with more information.

### **RECOMMENDED ACTION:**

Staff recommends that the City Council take public comment, and direct staff to return at the next meeting with a resolution seeking approval of the Memorandum of Understanding between the City of San Rafael and San Rafael Police Mid-Management Association (SRPMMA) pertaining to compensation and working conditions (July 1, 2018 through June 30, 2020).

### **ATTACHMENTS:**

- Draft redline MOU between City of San Rafael and San Rafael Police Mid-Management Association (SRPMMA) for July 1, 2018, to June 30, 2020 (and all attachments)

**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION**

*JULY 1, 20186 - JUNE 30, 202018*

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SAN RAFAEL**  
**and**  
**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION**

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 representative unit, and 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.

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 201~~68~~ and ending June 30, 204~~208~~.

**1 GENERAL PROVISIONS**

**1.1. INTRODUCTION**

*1.1.1. Scope of Agreement*

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of San Rafael (herein-after called "CITY") and the San Rafael Police Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City's Personnel Ordinance, City's Personnel Rules and Regulations, City's Administrative Procedures, and Police Department Rules & Regulations, General Orders and Procedures.

*1.1.2. Term of MOU*

This agreement shall be in effect from July 1, 201~~86~~ through June 30, 202~~18~~.

**1.2. RECOGNITION**

*1.2.1. Bargaining Unit*

City hereby recognizes the Association as the bargaining representative for purposes of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Police Mid-Management Association Bargaining Unit (as referenced in Exhibit A attached).

**1.3. NON-DISCRIMINATION**

*1.3.1. In General*

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, perceived sexual orientation, gender, gender expression, gender identity, marital

status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

Any employee who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU (Article 7.4).

#### *1.3.2. Bargaining Unit Discrimination*

No member, official, or representative of the Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of Association.

### **1.4. INSPECTION OF MEMORANDUM OF UNDERSTANDING**

Both City and Association agree to keep duplicate originals of this agreement on file in a readily accessible location available for inspection by any City employee, or member of the public, upon request.

### **1.5. EXISTING LAWS, REGULATIONS & POLICIES**

This MOU is subject to all applicable laws.

### **1.6. STRIKES & LOCKOUTS**

During the term of this MOU, the City agrees that it will not lock out employees, and the Association agrees that it will not encourage or approve any strike or slowdown growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the City that all matters of controversy within the scope of this Agreement shall be settled by established procedures set forth in the City's charter, ordinances, and regulations, as may be amended from time to time.

### **1.7. SEVERABILITY**

If any article, paragraph or section of this MOU shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

### **1.8. PREVAILING RIGHTS**

All matters within the scope of meeting and conferring which have previously been adopted through rules, regulations, ordinance or resolution, which are not specifically superseded by this MOU, shall remain in full force and effect throughout the term of this Agreement.

### **1.9. FULL UNDERSTANDING, MODIFICATION, WAIVER**

#### *1.9.1. Understanding*

The parties jointly represent to the City Council that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

#### *1.9.2. Waiver & Modification*

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, not as to

wages or fringe benefits during the period of the term of this MOU. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 202018.

## **2 MMBA**

### **2.1. BARGAINING UNIT RIGHTS**

#### *2.1.1. Bargaining Unit Stewards Designation*

The Association shall by written notice to the City Manager designate certain of its members as Employee Representatives.

#### *2.1.2. Release Time*

One hundred (100) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Police Chief. Any additional hours shall be granted only with ten days advance notice and approval of the Police Chief.

#### [2.1.3 Association Orientation of New Employees](#)

[Whenever the City hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the City will provide the new employee with a copy of the current Memorandum of Understanding. The City shall make available two hours, at a mutually agreeable time, during the initial thirty \(30\) days of employment for new employee orientation by the Association. In addition, the City will also provide reasonable advance notice to the Association of all employee orientations conducted by the City.](#)

#### [2.1.4 Employee Information](#)

[The City shall provide the Association with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City for all employees within the Association every 120 days. In addition, a report with similar information of each Association new hire will be provided to the Association within 30 days of the hire date.](#)

### **2.2. DUES DEDUCTION**

#### *2.2.1. Collection of Dues*

The City agrees, upon written consent of the employee involved, to deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the City along with a list of employees who have had said dues deducted.

#### *2.2.2. Dues Collection during Separation from Employment*

The provisions specified above shall not apply during periods of separation from the representative bargaining unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representative bargaining unit. The term separation includes transfer out of the bargaining unit, layoff, and leave without pay absences with a duration of more than five (5) working days.

### **2.3. MANAGEMENT RIGHTS**

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this

Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence or non-existence of facts which are the basis of the management decision.
3. To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. Methods of financing.
6. Types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
8. To determine and change the number of locations, relocation's and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract my work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
10. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
11. To establish and modify productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel rules and Regulations.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Personnel Rules and Regulations.
15. To determine policies, procedures and standards for selection, training, and promotion of employees.
16. To establish employee performance standards including, but not limited to quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

#### **2.4. COMMENCEMENT OF NEGOTIATIONS**

Both parties agree to begin the meet and confer process no later than February 1, 2018, regarding the terms and conditions applicable to an MOU effective July 1, 2018. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

### 3 COMPENSATION

#### 3.1. GENERAL WAGES AND COMPENSATION

The City embraces the succession planning model and values promotion from within. The City recognizes that this model works best when the salary ranges and total compensation align appropriately. Due to the fact that Police Sergeants are eligible to receive both overtime and a variety of specialty pays, and Police Lieutenants and Captains are limited in these areas, the current alignment is not optimal. Thus, the viability of the succession plan model is compromised. The City recognizes that there is a compaction issue between the Lieutenants and Sergeants when considering the various special pay differentials that are applied to the Sergeant pay. The City agrees to utilize the expertise of a classification and compensation consultant to conduct a total compensation survey of the Sergeant, Lieutenant and Captain job classes with comparable agencies. The City commits to complete the study and for staff to recommend an implementation plan to City Council by June 30, 2017. If adjustments are warranted, SRPMMA positions will be prioritized as funds are available.

##### 3.1.1. Pay Dates

City employees are paid twice per month on the 15<sup>th</sup> and the last working day of the month. When a holiday falls on a pay day, the pay day will be transferred to the following day of regular business unless the Finance Department is able to complete the payroll by the previous work day. The method of the distributing payroll shall be established by the Finance Director.

##### 3.1.2. General Wage Increase

For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

Effective the pay period including September 1, 2018 or upon approval by the City Council, whichever is latest, ~~Effective the pay period including July 1, 2016~~, the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

##### ~~3.1.3. Equity Adjustment~~

~~Job classes represented by this bargaining group will receive a 1% equity adjustment effective each July 1st during the term of this agreement.~~

##### ~~3.1.4.3.1.3. One-Time Payments~~

The following one-time payment is limited to the two years cited in this agreement, is not scheduled to recur in the future, and will be prorated for part-time employees:

Employees represented by the bargaining group will receive a one-time, non-pensionable payment of \$8,000 in exchange for the elimination of section 4.7.5 Deferred Compensation from the MOU. This payment is subject to normal payroll taxation.

The \$8,000 payment will be split as follows: \$4,000 will be paid with the first pay period in January 2019 or upon approval by the City Council, whichever is latest, and \$4,000 will be paid with the first pay period in January 2020. This payment will not contribute to Classic or PEPRAs employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$2,000 payment minus applicable taxes on the same schedule

~~as described above for full-time employees. This payment will not contribute to employees' pensions. The following one-time payments are limited to the two years cited in this agreement, are not scheduled to recur in the future, and will be prorated for part-time employees:~~

- ~~1. Each full-time employee in the bargaining unit will receive an Expedited Bargaining Payment (\$2,200) and a payment to eliminate the revenue sharing provision from the agreement (\$500); a total payment in the amount of \$2,700 will be paid in the first paycheck in November 2016. This payment will not contribute to employees' pensions and is subject to normal payroll taxation; and~~
- ~~2.1. Each full-time employee in the bargaining unit will receive a Health Cost Increase Offset payment (\$2,200) and a payment to eliminate the revenue sharing provision from the agreement (\$500); a total payment in the amount of \$2,700 will be paid in the first paycheck in November 2017. This money will not be included in the Full Flex Cafeteria Plan. This payment will not contribute to employees' pensions, is subject to normal payroll taxation and may be used by each employee to address their own unique health care cost needs.~~

#### ~~3.1.5.3.1.4. Definitions~~

~~**Total Compensation** shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.~~

~~The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2016 and each October thereafter during the term of the contract.~~

#### ~~3.1.6.3.1.5. Compensation Plan~~

~~The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, ascending salary steps for all members of the Association and any other special circumstances or items related to the total compensation paid employees.~~

~~Each position within the classified services shall be allocated to an appropriate classification in the compensation plan on the basis of duties and responsibilities. Each classification shall be assigned a five-step salary range with corresponding ascending salary rates assigned to each step. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.~~

### **3.2. STEP INCREASES**

#### *3.2.1. Entry Level Step*

All initial employment shall be at the first step of the salary range. The Police Chief may authorize a position at an appropriate higher salary when, in his/her opinion, it is necessary to obtain qualified personnel. Initial employment appointments above Step C will require City Manager Approval.

#### *3.2.2. Consideration for Step Increases*

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of his/her duties. Salary step advancement shall be made only upon the recommendation of the Police Chief concerned, with

the approval of the City Manager or his/her designee, and are not automatic, but based on acceptable work performance.

Accelerated salary step increases may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager for exceptional job performance.

### *3.2.3. Merit Increases*

Employees at the maximum step of their salary step schedule may be granted a merit performance step increase of up to five percent (5%) above and beyond their top salary step. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn after the specified period of time and is not a disciplinary action and is not appealable. Merit step increases may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

Management and Mid-Management employees shall be evaluated annually based on the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

## **3.3. ADDITIONAL PAY**

### *3.3.1. Shift Differential Pay*

A five percent (5%) shift differential shall be paid for Police Lieutenant regularly scheduled to work fifty percent (50%) or more of their shift after 5:00 p.m.

Shift differential shall not be considered an additional percentage on salary for personnel involved but shall apply only to hours actually worked; e.g., differential does not apply to sick leave, vacation or compensatory time, but does include overtime for employees regularly assigned to the swing or graveyard shifts. The current operational policies and provisions for shift rotation and assignment remain in effect.

### *3.3.2. Educational Incentive*

The Educational Incentive for Police Captain and Police Lieutenant is included in the base salary.

### *3.3.3. Bilingual Pay*

#### Full Fluency Program

A five percent (5%) bilingual pay incentive shall be paid to designated bilingual employees at the full fluency level

#### Conversational Fluency Program

A two and one-half percent (2.5%) bilingual pay incentive shall be paid to designated employees who speak Spanish at the conversational level.

#### Foreign Language Pay Provisions

The City will pay, in advance, for any authorized training or educational costs related to an employee becoming fluent in a foreign language up to an amount equal to the cost of the industry standard. Employees enrolled in such bilingual training are obligated to reimburse the City through payroll deductions over a period of three (3) years for one half the cost of any such education after the completion of such course. The employee is obligated to reimburse the City for the full amount of such education costs if he/she drops out of the education program or does not successfully pass the certification test. In the event an employee must reimburse the full



amount, reimbursement shall be through payroll deductions over the course of three (3) years or in full upon separation.

Within the limits established in items 1 and 2 of this section, to qualify for either the Full or Conversational Programs, employees must be certified as proficient in a language deemed to be of work related value to the Police Department as determined by the Police Chief and approved by the City Manager by established standards. It is agreed that full fluency or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or fluency certification issued by an agency approved by the Police Chief. Conversational proficiency certification may be obtained by an employee achieving a Certificate of Completion from One Twelve USA, or passing a departmental conversational test, or a conversational certification issued by an agency approved by the Police Chief.

Fluency in more than one foreign language does not entitle an employee to more than the 5% bilingual pay differential. Both parties agree to annual re-certification of proficiency to continue eligibility for the bilingual differential.

Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

#### *3.3.4. Uniform Allowance*

The represented classification will receive a uniform allowance of \$~~885530~~.00 for each six (6) months of service ending June 30 and December 31. A pro-rated portion of the allowance may be given for the first and last six (6) months of service upon recommendation of the Police Chief and approval of the City Manager or their designee.

## **4 BENEFITS**

### **4.1 EMPLOYEE BENEFITS COMMITTEE**

Both parties agree to continue to utilize the Employee Benefits Committee for ongoing review of benefit programs, cost containment and cost savings options. The Committee shall be made up of representatives of the SEIU, SEIU-Childcare, Western Council of Engineers, Local 1 – Confidential, Police, Fire, Management, and Mid-Management employees.

The Employee Benefits Committee may make recommendations for changes to existing benefits. However, changes to benefits identified in this agreement shall only occur after the City and Association have mutually agreed to meet and confer on such changes and have completed the meet and confer process, including impasse resolution.

### **4.2 HEALTH & WELFARE**

Upon reasonable advance notice to the Association, the City shall have the option of either contracting with the Public Employees Retirement System (PERS) Health Benefits Division for health insurance or contracting directly with some or all of the providers of health insurance under the PERS program; provided, however, contracting directly with the providers shall not cause any material reduction in insurance benefits for active or retired employees from those benefits available under the PERS program; and provided further such contracting shall not cause a material increase in premiums for either the City or the employees. There shall be no requirement for the City to meet and confer upon the City's exercising the option described above in accordance with the provisions of this paragraph.

#### *4.2.1 Full Flex Cafeteria Plan*

Effective January 1, 2010, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex

cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan. The ongoing monthly flex dollar allowance shall be:

For employee only:	\$ 813.18
For employee and one dependent:	\$1,473.00
For employee and two or more dependents:	\$1,915.00

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The monthly flex dollar allowance (including the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage and any remaining balance would be converted to taxable income.

#### 4.2.2 *Retirees Health Insurance* ~~Effective January 1, 2010~~

~~Effective January 1, 2010~~, Employees represented by the Police Mid-Management Association who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

- a. ~~Longevity Payment for Employees hired by the City on or before January 1, 2010.~~  
The City shall make a monthly ~~longevity-retiree health insurance~~ payment on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this section. The City's monthly ~~contribution-payment~~ shall not exceed \$566 per month. ~~This monthly payment shall include the PEMHCA minimum contribution.~~ The City's ~~contribution-retiree health insurance payment~~ shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.
- b. **Employees hired by the City on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.2b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

#### 4.2.3 *Health and Dependent Care Spending Accounts*

City will offer as part of its Section 125 Plan for as long as such a plan is desired by the Association and available pursuant to the IRS Code a Health and Dependent Care Spending Accounts. The Flexible Spending Accounts offered by the City include:

- a. Healthcare Spending Account: Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.

- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- c. Premium Only Plan: Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

City shall establish annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

#### **4.3 DENTAL PLAN**

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective care (80/20) per patient per calendar year and orthodontic coverage (50/50); and 80/20 coverage of casts, crowns, and restorations in accordance with the plan document of the provider. The coverage limits are as follows:

- Annual Program maximum (per covered person) is \$1500
- Maximum lifetime orthodontics (per covered person) is \$1,000
- Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

#### **4.4 VISION PLAN**

The City will contract for a vision plan for employee only vision benefits. Employees will be eligible to enroll qualified family members and will pay the premium costs for such enrollment.

#### **4.5 LIFE INSURANCE**

The City shall pay premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$150,000 life insurance and a \$150,000 AD&D benefit.

#### **4.6 LONG TERM DISABILITY POLICY**

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month

#### **4.7 RETIREMENT CONTRIBUTION**

##### *4.7.1 City Paid Employee Retirement (City Paid Member Contribution)*

Bargaining unit members shall pay the full share of the employee's contribution to the Marin County Retirement System.

Effective the pay period including September 1, 2013, all current and future "classic" and "new" bargaining unit members shall contribute an additional 1% of pensionable compensation to MCERA, over and above the employee's contribution noted above. The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

##### *4.7.2 Retirement Plans*

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all classic safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This shall be based on an employee's single highest year of compensation.

The City shall provide the Marin County Employee Retirement Association 2.7% at 55 retirement program to all miscellaneous members, as defined under the 1937 Act Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This shall be based on an employee's single highest year of compensation.

Safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 3%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

Non-safety employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2%@55 calculated based on the average of their highest three years of compensation, with a 2% COLA benefit cap.

New safety members as defined by the Public Employees' Pension Reform Act of 2013 shall receive pension benefits as defined by law.

#### *4.7.3 Member Cost of Living Rates*

Bargaining unit members who are eligible to participate in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

#### *4.7.4 Pension Costs*

The parties shall discuss pension issues during the term of this MOU utilizing the Labor-Management Committee process memorialized in Section 6.6.5 of this agreement.

#### ~~*4.7.5 Deferred Compensation*~~

~~The City will make a monthly contribution of 0.26% of base salary to a deferred compensation plan.~~

## **5 LEAVES**

### **5.1 SICK LEAVE**

#### *5.1.1 Eligibility*

Sick leave with pay shall be granted to each eligible employee. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual sickness or disability. The employee is required to notify employee's immediate supervisor or Police Chief according to department Rules and Regulations at the beginning of his/her daily duties. Every employee who is absent from his/her duties for two (2) consecutive work days shall file with the Human Resources Director, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, including dismissal.

In recognition of exempt status from FLSA, time off for sick leave purposes shall not be deducted from the employee's account, unless the employee is absent for the full work day.

### *5.1.2 Sick Leave Accrual*

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to an amount not to exceed twelve hundred (1200) hours. The sick leave accrual rate is prorated for eligible part time employees. The cap on sick leave accrual, twelve hundred (1200) hours, does not apply for accrual purposes but does apply for sick leave separation payoff purposes.

### *5.1.3 Use of Sick Leave*

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, domestic partner, dependent children and/or employee's parents, not in-laws), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace officer.

### *5.1.4 Advance of Sick Leave*

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who have been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

### *5.1.5 Service Credit for Sick Leave*

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 2002, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.6 Compensation for Unused Portion (Sick leave Payoff).

### *5.1.6 Compensation for Unused Portion*

By resignation, retirement or death, an employee who leaves the City in good standing shall receive compensation for all accrued, unused sick leave based upon the rate of three percent (3) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance.

## **5.2 VACATION LEAVE**

### *5.2.1 Eligibility*

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave after six (6) months of employment subject to the approval of the Police Chief.

### 5.2.2 *Rate of Accrual*

Vacation benefits shall accrue during the probationary period. Each regular full time employee (part-time regular employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

### 5.2.3 *Administration of Vacation Leave*

The City Manager, upon the recommendation of the Police Chief, may advance un-accrued vacation to any permanent regular and part time employee. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employees' accrual, unless the employee is absent for the full work day.

The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, shall be determined by the Police Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

### 5.2.4 *Vacation Cap*

No employee may accrue more than 250 hours vacation leave. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

Employees may, for special situations (i.e., extended medical leave), request an increase in their cap. Each request would need to be in writing, submitted through the department, and receive the approval of the Police Chief and the City Manager. Such requests would be reviewed on a case-by-case basis and would be evaluated based on the reason for the request. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition over the cap be extended beyond one additional year.

### 5.3 HOLIDAYS

The following holidays will be observed:

New Years Day	Martin Luther King Day
Washington's Birthday	Lincoln's Birthday
Cesar Chavez Day	Memorial Day
Independence Day	Labor Day
Admission Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

### 5.4 OTHER LEAVE

#### 5.4.1 *Administrative Leave*

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee's accrual, unless the employee is absent for the full work day.

#### 5.4.2 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, brother, sister, in-laws, grandparent, grandchild or relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to three (3) days of accrued sick leave within the state and up to five (5) days of accrued sick leave out-of-state may be granted for bereavement leave.

In those cases where the death involves an individual who had such a relationship with the employee as defined above, the employee shall sign a simple affidavit describing the relationship and submit this to the Police Chief as part of the request for bereavement leave.

#### 5.4.3 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Police Chief and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

#### 5.4.4 *Military Leave*

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

#### 5.4.5 *Leave of Absence Without Pay*

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Applicable accrued leave must be exhausted prior to the granting of leave without pay. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

#### 5.4.6 *Industrial Injury Leave*

For benefits under Workers' Compensation, an employee should report any on the job injury to his/her supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources Department coordinates benefits for Workers' Compensation claims.

For further information, see the City's Workers' Compensation policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

Employees of the City who have suffered any disability arising out of, and in the course of their employment as defined by the Workers' Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

#### **SAFETY EMPLOYEES**

Compensation leave payments are governed by Labor Code Section 4850. Labor Code Section 4850 provides that employees who sustain an industrial injury which precludes them from working are eligible to receive full salary for a period of up to one year during the period of such disability.

The following rule applies to both Safety and Non-Safety personnel who have suffered an industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached a maximum medical improvement and/or has been determined "permanent and stationary";
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, the next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City.
- b. If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

#### 5.4.7 *Medical Leave of Absence*

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the Police Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if requested. Sick leave usage is to be consistent with the sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked for the City of San Rafael for at least 12 months and have worked a minimum of 1,250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

#### 5.4.8 *Absence without Authorized Leave*

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

#### 5.4.9 *Catastrophic Leave*

All employees of the Police Department should refer to the Citywide Catastrophic Leave Policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>).



## **6 TERMS & CONDITIONS OF EMPLOYMENT**

### **6.1 HOURS OF WORK**

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

#### *6.1.1 Alternative Work Week*

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

<b>Schedule</b>	<b>Definition</b>
4-10	Four (4) consecutive ten (10) hour days with three (3) consecutive days off.
5-8	Five (5) consecutive eight (8) hour days with two (2) consecutive days off.

The Police Chief reserves the right to change schedules based on emergency circumstances.

### **6.2 OVERTIME**

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

#### *6.2.1 Special Events, Extra Duty Requests and Grant Operations*

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or his/her designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

### **6.3 PROBATIONARY PERIOD**

#### *6.3.1 Purpose of Probation*

Each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

#### *6.3.2 Length of Probationary Period*

The probationary period on original and promotional appointments shall be for twelve (12) months.

#### *6.3.3 Rejection During Probation*

During the probationary period, an employee may be rejected at any time by the Police Chief without the right of appeal.

#### *6.3.4 Notification of Rejection*

On determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of his/her intention to reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of his/her rejection.

#### *6.3.5 Extension of Probationary Period*

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

#### *6.3.6 Regular Status*

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

#### *6.3.7 Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher classification provided he/she is certified from the appropriate Eligibility List. The employee promoted in this manner shall serve a new probationary period for the position to which employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

#### *6.3.8 Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion and all previous rights and privileges restored. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

### **6.4 PERSONNEL RULES & REGULATIONS**

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

#### *6.4.1 Employer-Employee Resolution*

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

#### *6.4.2 Drug and Alcohol Policy*

The City and Association jointly recognize alcoholism and drug abuse as illnesses which may be treatable. The parties are concerned regarding alcoholism and drug problems which cause poor attendance and unsatisfactory employment related performance and/or which may pose a danger to employees or the public. Therefore, the City and Association endorse the concept of a drug free work place.

Possession and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, or being under the influence of drugs or alcohol while on the job is strictly prohibited. Employees violating this policy are subject to discipline, up to and including termination. When reasonable cause (relates to readiness and/or ability to perform job responsibilities) exists, the City may require employees to submit to a medical examination, including but not limited to a urine or blood analysis, to determine whether the employee is using drugs or alcohol. Said

testing shall occur on City time and be paid for by the City. An employee's failure to submit to a medical examination will be considered an act of insubordination and, therefore, subject to disciplinary action.

Depending on the circumstances causing the order for medical examination, employees testing positive may be subject to discipline, up to and including termination. Upon being informed that the employee tested positive, the employee may request a meeting with the Human Resources Director and the Police Chief to review the test results and provide the employee's explanation for such results.

Employees are encouraged to voluntarily participate in the City sponsored employee assistance program (EAP). However, EAP participation may be a City-mandated alternative to disciplinary action arising out of a violation of the City's drug and alcohol policy.

As a course of participating in the EAP on a mandated basis, an employee may be required to enter into a "return to work agreement" with the City. Said agreement shall stipulate ongoing freedom from drug and/or alcohol use as a condition of continued employment.

Employees who seek voluntary assistance for alcohol and/or substance abuse will not be disciplined for seeking such assistance. Requests from employees to the Police Chief for such assistance shall remain confidential and shall not be revealed to other employees or management personnel who do not have a need to know, without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

An employee who is disciplined/discharged for inappropriate alcohol and/or drug use may appeal such action pursuant to Section 7.4.4 of the Memorandum of Understanding.

#### *6.4.3 Outside Employment Policy*

All employees of the Police Department should refer to the Citywide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

#### *6.4.4 Harassment Policy*

It is the City's intent and purpose to provide all officials, employees, applicants and contractors with an environment that is free from any form of harassment, discrimination or retaliation. Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

#### *6.4.5 Wireless Communication Policy*

Union members agree to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet Website.

#### *6.4.6 Use of City Vehicle*

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

#### *6.4.7 Temporary Modified Duty Policy*

The purpose of this temporary modified duty program is to minimize the loss of productive time, while at the same time reintroducing the employee to work sooner to prevent deterioration of

skills, facilitate recovery and reduce income loss. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified duty assignment.

1. Coverage

Any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness will be covered by this modified duty program.

2. Determination/Required Reports

- a. Modified Duty assignments may be made following evaluation and determination by the Police Chief. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determination will also be based on the needs of the City and the impact of modified duty departmental operations.
- b. After the initial report, updated medical reports shall be submitted to the Police Chief at two-week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether or not a modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified duty assignments will be within the employee's assigned department and will involve work which is consistent with the duties of the employee's classification.
- d. When feasible, modified duty assignments will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee will be assigned modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- e. Specific modified duty assignments will be developed based upon a case by case review of the medical restrictions, so as not to aggravate or incur an injury or illness.
- f. Employees will not be placed in modified duty assignments that, in the normal course of events, will require that they provide direct field emergency response.

4. Holidays/Vacations

- a. Holidays shall be observed in accordance with the modified duty assignment work hours and work week. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take the holiday off, so shall the modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
- b. Employees assigned to modified duty shall take their assigned (selected) vacation as normally scheduled. Vacations shall cover the same number of duty and calendar days as would have been enjoyed by the employee if they had remained on full duty.

Employees may reschedule their assigned (selected) vacation with the approval of the Police Chief, provided the rescheduling does not result in increased costs or lost time to the City for relief personnel to cover the rescheduled vacation.

5. Return to Full Duty

Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of his or her classification.

## **6.5 MISCELLANEOUS**

### *6.5.1 Gratuities / Solicitation of Contributions*

All employees of the Police Department should refer to Departmental Rules and Regulations 300.48 and 300.50 for the rules and procedures related to gratuities/solicitation.

### *6.5.2 Return of City Equipment*

Upon termination of employment, all tools, equipment, and other City property assigned to any employee shall be returned to the employee's supervisor.

### *6.5.3 Political Activity*

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

### *6.5.4 Employment of Relatives*

The City retains the right:

1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating adverse impact on supervision, safety, security or morale.
2. To refuse to place both parties to a relationship in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

### *6.5.5 Gym Reimbursement*

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships. Such reimbursement shall be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

## **7 PROCEDURES**

### **7.1 DEMOTION & SUSPENSION**

#### *7.1.1 Demotion*

The City Manager or his/her designee may demote an employee when the following occurs:

- a. The employee fails to perform his/her required duties.
- b. The need for a position which an employee fills no longer exists;
- c. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications of the position at the time of demotion.

When the action is initiated by the City Manager or his/her designee, written notice of demotion shall be provided to an employee at least ten (10) working days before the effective date of the demotion, and a copy filed with the Human Resources Department.

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3 "Disciplinary Action."

#### *7.1.2 Suspension*

The City Manager may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with Article 7.3 "Disciplinary Action."

### **7.2 TERMINATION OF EMPLOYMENT**

#### *7.2.1 Resignation*

An employee wishing to leave City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the City Manager and the Human Resources Department.

#### *7.2.2 Termination - Layoff*

The City Manager or his/her designee may terminate an employee because of changes in duties or organization, abolition of position, shortage of work or funds, or completion of work for which employment was made.

#### *7.2.3 Termination - Disciplinary Action*

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3 "Disciplinary Action."

#### *7.2.4 Retirement*

Retirement from City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

#### *7.2.5 Rejection During Probation*

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

### **7.3 DISCIPLINARY ACTION**

#### *7.3.1 Right to Discipline & Discharge*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

The City may discipline or discharge an employee for the following:

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record including tardiness, overstaying lunch or break periods.

- e. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotic or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuse of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, or brawls.
- o. Dishonesty or theft.
- p. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.
- s. Other acts inimical to the public service.

### *7.3.2 Appeals*

If an employee feels he or she has been unjustly disciplined/discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

### *7.3.3 City Manager and Arbitration*

The employee (appellant) may submit the appeal directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the employee (appellant) shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the arbitrator's schedule does not so permit. The arbitrator shall not have the power to amend or modify either party's position but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to the arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually selected by the City and the Association.

## **7.4 GRIEVANCE PROCEDURE**

### *7.4.1 Definition*

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding.

### *7.4.2 Initial Discussions*

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Police Chief or with such management official as the Police Chief may designate. If the issue is not resolved within five (5) working days in the Department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification of which he or she is assigned, the procedures hereafter specified may be invoked.

### *7.4.3 Referral to the City Manager*

Any employee or any official of the employee organization which have been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance, may notify the City Manager and Police Chief in writing that a grievance exists and, in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired.

No grievance may be processed under Section 7.4.4 below which has not first been heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the next step.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

### *7.4.4 City Manager and Arbitration*

If the grievance is not resolved in the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.



## **7.5 REDUCTION IN FORCE**

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Re-employment Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

The name of any person laid off shall continue on the appropriate Re-employment Eligible List for a period of one (1) year after it is placed thereon. The names of any eligible employees on a Re-employment Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT  
ASSOCIATION:**

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**David Starnes, Police Captain**

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**Date**

**CITY OF SAN RAFAEL:**

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**Cristine Alilovich, Assistant City Manager**

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**Lauren Monson, Deputy City Attorney**

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**Date**

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION**  
**SALARY SCHEDULE**  
Effective September 1, 2018

Exhibit A

<b>Grade</b>	<b>Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
6103	POLICE CAPTAIN (Benchmark)	\$11,601	\$12,181	\$12,790	\$13,430	\$14,101
6110	POLICE LIEUTENANT	\$10,271	\$10,785	\$11,324	\$11,890	\$12,485

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION**  
**SALARY SCHEDULE**  
**Effective July 1, 2019**

Exhibit A

<b>Grade</b>	<b><u>Position</u></b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
6103	POLICE CAPTAIN (Benchmark)	\$11,833	\$12,425	\$13,046	\$13,698	\$14,383
6110	POLICE LIEUTENANT	\$10,477	\$11,000	\$11,550	\$12,128	\$12,734



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Cristine Alilovich,  
Assistant City Manager

City Manager Approval: \_\_\_\_\_

**TOPIC: APPROVAL OF AMENDED COMPENSATION FOR EXECUTIVE MANAGEMENT EMPLOYEES**

**SUBJECT: RESOLUTION APPROVING A SECOND AMENDED RESOLUTION ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:** Adopt Resolution.

**BACKGROUND:**

The unrepresented Executive Management employee group includes 12 positions assigned in various City departments. These executive managers lead and direct the ongoing services and operations around the City to achieve the City Council goals. A new unrepresented Executive Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018 (See Resolution No. 14539) and included a 2% base wage increase, similar to other bargaining groups, for all Executives except the Police Chief and Fire Chief.<sup>1</sup> The resolution was amended on August 20, 2018 to include a one-time payment for Executive Managers, similar to non-safety groups. At the request of the Police and Fire Chiefs, the original and amended resolutions (See Resolutions Nos. 14539 & 14564) did not include a base wage increase or one-time payment for either the Police Chief or Fire Chief. It was the intent of the Police and Fire Chiefs to decline any wage increase until their subordinates' Police and Fire Associations reached successor bargaining agreements with the City.

A successor MOU for the San Rafael Police Association (SRPA) was approved by Council on August 20, 2018 and included a 2% increase and one time-payment for all represented employees. A successor MOU for the San Rafael Firefighters Association (SRFA) was approved by Council on October 1, 2018 and includes a 2% base wage increase and a one-time payment for all represented employees.

<sup>1</sup> The Police Chief and Fire Chief received an equity adjustment of 2% in Resolution No. 14539 to create parity with what both public safety employee groups received in 2016.

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

The City is now requesting the same base wage increase of 2% for the Police Chief and Fire Chief that was provided to the SRFA and SRPA. In addition, the City is requesting the same one-time payment received by the Executive Managers in the amount of \$4,000 for the Police Chief and Fire Chief. In exchange for the \$4,000 one-time non-pensionable payment, the Executive Manager's Resolution will be amended to tie the health inflator for the Police Chief and Fire Chief to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year for these two classifications. The proposed second amended salary resolution was presented for discussion at the October 1 Council meeting and there were no public comments. Staff is returning with a resolution for approval of the second amended salary resolution for Executive Management.

**ANALYSIS:**

The following reflects highlights of the recommended amended resolution and is consistent with the economic guidelines authorized by the City Council.

**1. Term of the Resolution:** July 1, 2018 through June 30, 2020

**2. Salary Increases:**

Effective the first full pay period including September 1, 2018, the City will increase base wages for the Police Chief and Fire Chief by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all executive management employees, including the Police Chief and Fire Chief, by 2.0%.

**3. One-Time Payment:**

The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:

The Police Chief and Fire Chief will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on November 15 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

**FISCAL IMPACT:**

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$181,530 for the two-year term of the resolution. The cost of the one-time payment that was approved August 20, 2018 for Executive Managers (except the Police Chief and Fire Chief) is \$40,000. The additional ongoing incremental cost of the 2% increase for the Police Chief and Fire Chief is:

	<b><u>Incremental FY 2018-19</u></b>	<b><u>Incremental FY 2019-20</u></b>
<b>Wages:</b>		
Base Salary (2%)	\$ 6,210*	\$ 8,843
<b>Other costs:</b>		
Pension**	\$ 4,567	\$ 6,502

Taxes (Medicare, W/C)	<u>\$ 673</u>	<u>\$ 959</u>
<b>Total Incremental Cost:</b>	<b>\$11,450</b>	<b>\$16,304</b>

*\*Cost of base salary increase over 10 months for FY 18/19 (September 2018 to June 2019). FY 19/20 cost is for 12 months.*

*\*\*This incremental pension cost results only from the negotiated wage increase and does not include the cost of associated MCERA rate changes. The terms and conditions of the pension benefit plan remain unchanged.*

While the additional incremental cost is \$11,450 for fiscal year 2018-2019 and \$16,304 for fiscal year 2019-2020, the increases are compounding and therefore the projected additional salary and benefit cost increase for the items specified above is \$39,204 for the two-year term. In addition, there is a cost of \$8,000 in one-time payments. These one-time payments will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

**OPTIONS:**

The City Council has the following options to consider in this matter:

- Staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

**RECOMMENDED ACTION:**

Staff recommends that the City Council adopt the resolution to approve the second amended salary resolution establishing the compensation and working conditions for the unrepresented Executive Management group (July 1, 2018 through June 30, 2020).

**ATTACHMENTS:**

- Second Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020), with Exhibit A, "San Rafael Unrepresented Executive Management Salary Schedule" and Exhibit B, "Furlough Program".

**RESOLUTION NO.**

**SECOND AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR  
UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES  
(July 1, 2018 through June 30, 2020)**

**WHEREAS**, the Resolution No. 14196 establishing the compensation and working conditions for Unrepresented Executive Management Employees (“Executive Managers”) expired on June 30, 2018, after a two-year term; and

**WHEREAS**, on July 2, 2018 the City Council approved Resolution No. 14539 establishing the compensation and working conditions for Executive Managers for the period July 1, 2018 through June 30, 2020; and

**WHEREAS**, on August 20, 2018 the City Council amended Resolution No. 14539 by approving Resolution No. 14564 to include a one-time payment for Executive Managers, similar to non-safety groups. This one-time payment did not include the Fire and Police Chiefs; and

**WHEREAS**, the Police and Fire Chiefs were not included in the base wage increase and one-time payments offered to the other Executive Managers in the above resolutions because their subordinates’ Police and Fire Associations had not yet reached successor bargaining agreements with the City; and

**WHEREAS**, the San Rafael Police Association and San Rafael Fire Association have now finalized their Memorandums of Understanding with the City; and

**WHEREAS**, the City desires to give the same base wage increase and one-time payments to the Police and Fire Chief as received by the Executive Managers in Resolutions 14539 and 14564;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**1. EXECUTIVE MANAGEMENT EMPLOYEES**

The Executive Management Employees of the City of San Rafael are the Executive Management Job Class Titles (“Executives”) enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Executives for the period from July 1, 2018 through June 30, 2020.

**2. SALARY AND COMPENSATION GOALS**

**A. GOALS AND COMPENSATION DEFINITIONS**

It is the goal of the City Council to try to achieve a total compensation package for all Executives that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato, and Santa Rosa. The Council’s goal is to attract and retain the most qualified Executives in accordance with the City’s ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, auto allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan),



employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, Executive Management allowance, and employer paid cafeteria/flexible spending accounts.

***B. COMPENSATION SURVEYS***

In order to measure progress towards the above-stated goal, the City shall survey all Executive Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified survey positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the position is identified by the survey agency as being on the salary schedule and having a job class description. The appropriate survey positions will be selected for Executive Management positions based upon similar work and similar job requirements.

The City shall review the survey data for accuracy and completeness. The City shall provide the survey data to all Executives.

***C. SALARY INCREASES***

Effective the pay period including July 1, 2018, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

Effective the first full pay period including September 1, 2018, the City will increase base wages for the Police Chief and Fire Chief by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

***D. One-time Payment***

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

The Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on November 15 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

**E. CAR ALLOWANCE**

The monthly car allowance paid to the Executives shall be \$350. Executives identified in Exhibit A may be eligible to have use of a city car in lieu of the monthly car allowance at the discretion of the City Manager.

**F. SAFETY EQUITY ADJUSTMENT**

A 2% equity adjustment will take effect July 1, 2018 for both the Fire Chief and Police Chief (reflected in the updated Salary Schedule). This adjustment is being made to achieve parity with the four public safety bargaining units who received a 1% equity adjustment for each of the last 2 years of their collective bargaining agreements (2016-2018).

**3. INSURANCE**

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

**A. HEALTH INSURANCE**

1. **Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances for Executive Management Employees represented by this resolution shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

**Conditional Opt-Out Payment:** An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

**Miscellaneous Allowance for Employees hired on or before January 1, 2009:**

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

**2. Health Insurance for Retirees**

**a. Executives Hired prior to April 1, 2007** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Executive Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.a) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, for the retiree and the retiree's spouse/registered domestic partner or surviving spouse/registered domestic partner and/or qualified dependent children's coverage under PEMHCA up to the maximum contribution the City makes towards the cost of coverage of an active employee hired prior to April 1, 2007. The City's longevity contribution shall remain in effect for the retired manager's

life and that of the retired manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Executives and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Executive's life and that of the retired Executive's spouse/registered domestic partner or surviving spouse/registered domestic partner.

**b. Executives hired on or after April 1, 2007** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or retiree's dependents. The City's longevity contribution shall cease on the retired manager's death. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

**c. Executives hired on or after January 1, 2009** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

## ***B. LIFE INSURANCE***

The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee

## ***C. LONG-TERM DISABILITY INSURANCE***

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7,500 (reduced by any deductible benefits).

***D. DENTAL INSURANCE***

The City shall make available to employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

***E. VISION PLAN***

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

***F. EMPLOYEE ASSISTANCE PLAN***

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

**4. RETIREMENT**

***A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)***

Each Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Executive employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

***B. COLA***

Executives participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

***C. RETIREMENT PLAN***

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Executives subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

**D. SERVICE CREDIT FOR SICK LEAVE**

Executives who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement, pursuant to Section 5-A of this Resolution).

This provision will no longer be available to Executives hired after June 30, 2009.

**E. EXECUTIVE MANAGEMENT ALLOWANCE**

As of September 16, 2015 the Executive Management Allowance of 4.59% was rolled into base pay for all Unrepresented Executive Management employees.

**5. LEAVES OF ABSENCE**

**A. SICK LEAVE**

Executives shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Executives who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Executives may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Executives may use sick leave prior to completion of probation. In recognition of Executives’ exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Manager’s sick leave accrual, unless the employee is absent for the full workday.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

**B. VACATION LEAVE**

1. **Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual unless the employee is absent for the full workday.

2. **Administration of Vacation Leave**

The City Manager may advance vacation leave to a Manager; prior approval is required. Executives may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Executives who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Executives may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. **Annual Option for Payment of Accrued Vacation Leave**

A Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager. Executives may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

### **C. ADMINISTRATIVE LEAVE**

Executives shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the City Manager. An additional three (3) days may be granted at the discretion and with approval of the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Manager's administrative leave accrual, unless the employee is absent for the full workday.

**D. HOLIDAYS**

City shall provide eleven designated holidays and two floating holidays per calendar year to Executives. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

**E. BEREAVEMENT LEAVE**

In the event of the death of a Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

**F. CATASTROPHIC LEAVE**

All Executives shall abide by the City's Catastrophic Leave Policy.

**6. EMPLOYMENT TERMS**

**A. HOURS OF WORK**

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Executives shall be 7.5 hours per day.

**B. DRUG FREE WORK PLACE**

All Executives shall abide by the City's Drug and Alcohol Policy.

**C. FURLOUGH PLAN**

Executives endorse the Furlough Program described in Exhibit B.

**D. PAY FOR PERFORMANCE EVALUATION SYSTEM**

Executives shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

**E. OUTSIDE EMPLOYMENT**

All Executives shall abide by the City's Outside Employment Policy.

**F. GYM REIMBURSEMENT**

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 15<sup>th</sup> day of October 2018 by the following vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**

\_\_\_\_\_  
**LINDSAY LARA, CITY CLERK**



**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT  
SALARY SCHEDULE  
Effective September 1, 2018**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,068	\$ 11,621	\$ 12,202	\$ 12,812	\$ 13,453
2001	Assistant City Manager	\$ 13,092	\$ 13,747	\$ 14,434	\$ 15,156	\$ 15,914
2300	Community Development Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
8101	Community Services Director	\$ 11,051	\$ 11,604	\$ 12,184	\$ 12,793	\$ 13,433
2801	Director of Economic Development & Innovation	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2205	District Manager/Engineer (SRSD)	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2140	Finance Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
7101	Fire Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
1106	Human Resources Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2401	Library Director	\$ 10,738	\$ 11,275	\$ 11,839	\$ 12,431	\$ 13,052
6101	Police Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
2201	Public Works Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525

Position	Monthly Salary
City Manager (Appointed)	\$ 19,300

*The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution*

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT  
SALARY SCHEDULE  
Effective July 1, 2019**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,289	\$ 11,854	\$ 12,446	\$ 13,069	\$ 13,722
2001	Assistant City Manager	\$ 13,354	\$ 14,022	\$ 14,723	\$ 15,459	\$ 16,232
2300	Community Development Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
8101	Community Services Director	\$ 11,272	\$ 11,836	\$ 12,428	\$ 13,049	\$ 13,702
2801	Director of Economic Development & Innovation	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2205	District Manager/Engineer (SRSD)	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2140	Finance Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
7101	Fire Chief	\$ 13,288	\$ 13,953	\$ 14,651	\$ 15,383	\$ 16,152
1106	Human Resources Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2401	Library Director	\$ 10,953	\$ 11,500	\$ 12,075	\$ 12,679	\$ 13,313
6101	Police Chief	\$ 13,288	\$ 13,953	\$ 14,651	\$ 15,383	\$ 16,152
2201	Public Works Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836

Position	Monthly Salary
City Manager (Appointed)	\$ 19,686

*The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution*

**EXECUTIVE MANAGEMENT SALARY RESOLUTION**  
**EXHIBIT "B"**

**FURLOUGH PROGRAM**

Both the City of San Rafael and the Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

**Voluntary Time Off (VTO).**

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

**Mandatory Time Off (MTO).**

The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. For retirement calculation purposes of the MTO, the City shall follow the policies and procedures of the Marin County Employees' Retirement Association (MCERA) at the time of the furlough.
3. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the City during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
4. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit subject to the policies and procedures of the Marin County Employees' Retirement Association (MCERA).

**Other Terms and Conditions.**

1. The MTO salary reduction shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
2. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment.
3. Should the City experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
4. The VTO/MTO salary reduction is intended to be permanent for the term of this contract.