



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office/Human Resources

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City Manager Approval: 

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL POLICE ASSOCIATION (SRPA)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE ASSOCIATION (SRPA) (JUNE 1, 2024 THROUGH JUNE 30, 2027)

RECOMMENDATION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Police Association (SRPA) beginning June 1, 2024, and ending June 30, 2027.

BACKGROUND:

The San Rafael Police Association (SRPA) represents 82 employees in the San Rafael Police Department, including both sworn and civilian positions. The most recent Memorandum of Understanding (“MOU”) for SRPA will expire on June 30, 2024. Over the past several months, representatives of the City and SRPA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRPA signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRPA membership ratified the proposal on May 14, 2024.

The City’s negotiations were informed by the following:

- Fiscal sustainability and predictability
 - Revenue assumptions
 - Expenditure assumptions
 - Inflation and recession projections
- Three-year MOUs
- Recruitment and retention of employees
 - Vacancy and attrition rates
 - Hard to fill job classifications
- Compensation of comparable agencies as specified in the current MOU

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Internal equity and compaction

ANALYSIS:

The following section summarizes the terms and significant economic items in the successor MOU between the City and SRPA. In addition to the economic items, some operational items were addressed in the final tentative agreement.

- 1. Term of the Agreement:** June 1, 2024, through June 30, 2027
- 2. Wage Increases (Article 3.1.2):** All classifications in the bargaining group will receive a 3.0% cost of living salary increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
 - a. Year 1: The total value of a 7.57% base wage increase¹, which includes equity adjustments ranging between 1.0-4.0%, depending on the position
 - b. Year 2: The total value of a 4.16% base wage increase, which includes equity adjustments ranging between 0-1.5%, depending on the position
 - c. Year 3: The total value of a 4.33% base wage increase, which includes equity adjustments ranging between 0-1.5%, depending on the position

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position, including the addition of Step F for selected classifications.

- 3. Full Flex Cafeteria Plan (Article 4.2.1):** To address rising healthcare costs and improve the City’s ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly flex dollar allowance as noted below:

Health Tier	Current	Increase	Effective Dec 2024
Employee Only	\$ 853.48	\$ 96.52	\$ 950.00
Employee +1 dependent	\$ 1,708.13	\$ 191.87	\$ 1,900.00
Employee + Family	\$ 2,220.68	\$ 179.32	\$ 2,400.00

For the term of this MOU, on December 15, 2025, and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and employees represented by SRPA will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer’s contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert back to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

- 4. Certificate Incentive (Article 3.3.5):** Increases in compensation for sworn officers with an advanced [California Peace Officer Standards and Training \(POST\)](#) certificate from 5.0% to 7.5% of base hourly pay. Additionally, add the POST “Public Safety Dispatcher Advanced Certificate” to the

¹ The “total value” of a base wage increase is the total cost of the wage increase across all represented classifications and includes the cost of living salary increase and applicable equity adjustments.

list of certifications eligible for an incentive and include a 4.0% increase to base hourly pay for employees that have earned that certification.

- 5. **Bilingual Pay (Article 3.3.6):** Increases compensation for employees fluent in a language other than English. Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250 monthly.
- 6. **Longevity (Article 3.3.19):** Starting July 1, 2025, sworn employees with at least eight years of experience will receive additional compensation based on their law enforcement experience. Under the MOU, a sworn employee with eight years of law enforcement experience, as specified under section 830.1 of the California Penal Code, would receive a 2.5% increase above their base hourly pay rate. Sworn employees with 12 or more years of experience would receive an additional 2.5%, for a total of 5.0% above their base hourly pay rate.
- 7. **Non-Economic Items:** In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
 - Gender Neutral Language (Throughout MOU): Replaced references to “he,” “she,” “his,” and “hers” with “they,” “them,” and “their.”
 - Definitions (Section 3.1.3): Updated the definition of “total” compensation to include longevity pay available to employees with 12 or more years of experience.
 - Holidays – Days Observed (Section 5.4.1): Incorporates side letter recognizing Juneteenth as a City holiday.
 - Bereavement Leave (Section 5.4.1): Updated existing bereavement language to comply with changes in state law.
 - Paid Parental Leave (Section 5.4.9): Provides 300 hours of paid parental leave for employees following the birth or adoption of a child.
 - End of Life Care Leave (Section 5.4.10): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life.

FISCAL IMPACT:

The current total annual salary and benefit cost for the 82 employees of SRPA is \$18,497,590. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	<u>Incremental FY 2024-25</u>	<u>Incremental FY 2025-26</u>	<u>Incremental FY 2026-27</u>
Wages:			
Salary	\$849,540	\$635,522	\$503,424
Other Costs:			
Pension*	\$488,142	\$365,168	\$289,266
Taxes (Medicare, WC)	\$ 77,078	\$ 57,660	\$ 45,675
Benefits	<u>\$132,050</u>	<u>\$ 87,336</u>	<u>\$ 91,935</u>
Total Annual Incremental Costs:	\$1,546,810	\$1,145,686	\$930,300
Total Over Term of Contract:	\$4,640,430	\$2,291,372	\$930,000
			\$7,979,998

**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.*

Over the term of the agreement, the contract costs are \$7,979,998 for an effective date of June 1, 2024. The increase in compensation included in this resolution is being reflected in the City's fiscal year 2024-25 proposed budget. Funding for these positions comes from the City's General Fund.

OPTIONS:

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

- Adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Police Association (SRPA) beginning June 1, 2024, and ending June 30, 2027.

ATTACHMENTS:

1. Resolution with attached MOU between the City of San Rafael and the San Rafael Police Association for June 1, 2024, to June 30, 2027 (and all attachments)
2. Draft MOU with tracked changes

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL POLICE ASSOCIATION (SRPA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SRPA have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding (“MOU”) pertaining to the three-year period from June 1, 2024, through June 30, 2027, has been ratified by SRPA members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Police Association (SRPA) shall utilize the MOU for the period beginning June 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRPA.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

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 the City of San Rafael, held on the 20th of May 2024, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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- Exhibit A Salary Schedule for June 1, 2024 – June 30, 2027
- Exhibit B Canine Program Side Letter

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE ASSOCIATION

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, 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 June 1, 2024 and ending June 30, 2027.

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 Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

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

1.1.2. Term of MOU

This agreement shall be in effect from June 1, 2024 through June 30, 2027.

1.2. RECOGNITION

1.2.1. Bargaining Unit

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

New classifications developed by the City and determined to be appropriately included in the Bargaining Unit, shall be assigned a wage scale by the City. The City will forward to the Association the new classification and wage scale. The wage scale for the new classification shall then be subject to the meet and confer process.

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 preference, marital status, medical condition or 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). Nothing contained in this subsection shall limit an employee's rights under the Police Officer Bill of Rights and/or the disciplinary review and appeal procedure outlined in this MOU.

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 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.

1.5. EXISTING LAWS, REGULATIONS & POLICIES

This MOU is subject to all applicable laws.

The City agrees to meet and confer with the Association on proposed changes to policies or procedures that impact bargaining rights.

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 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 to meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2024.

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. Association representatives who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation, collective bargaining, or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services. Such employee representatives shall submit through the Police Department chain of command a written request for excused absence to the Police Chief at least forty-eight (48) hours prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

2.1.2. Release Time

Two hundred (200) 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

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 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 in this section shall not apply during periods of separation from the representative 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 Unit. The term separation includes transfer out of the Unit, layoff, and leave without pay absences with duration of more than 30 calendar days.

2.3. 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 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, 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 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 it 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 the Association agree and understand that if, in the exercise of 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 and case law interpreting said Act; 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.

2.4. COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than the first Monday in February, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the San Rafael Police Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

3.1.1. Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a pay day, the pay day will be transferred to the previous day of regular business unless the Finance Division is unable to complete the payroll by that work day, in which case the pay day will be the day following the holiday. The method of the distributing payroll shall be established by the Finance Division.

During the term of this Agreement, the City may institute a change of the payroll schedule from 24 pay cycles per year to 26 pay cycles per year, providing the City gives the association six months' notice.

3.1.2. General Wage Increases

Base salary increase shall be defined as an increase to general wages, excluding any benefit increases. Salary increases for all bargaining unit positions are established based on the base hourly rates set forth in the table attached as Exhibit A and included as part of this MOU. For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

- Effective the first full pay period including June 1, 2024, or the first full pay period following City Council ratification of a new MOU, whichever occurs later:
 - A 3.0% cost of living adjustment for all classifications and the City shall eliminate Step A1 from the salary schedule. Additionally, the salary range for the following classifications, Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher, and Police Support Services Supervisor shall have an additional step added to the top of the salary range (Step F) for each position, which is five percent (5%) above Step E. All employees in the Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher and Police Support Services Supervisor classifications that have completed at least one year of service at Step E of their classification shall advance to Step F in the first full pay period after Council approves the successor MOU.
 - A 2.0% equity adjustment increase for the Police Communications Dispatcher classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Lead Communications Dispatcher classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Support Services Supervisor classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Records Specialist/Call Taker classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Mental Health Liaison classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Officer classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Corporal classification (5% total increase) on June 1, 2024;
 - A 4.0% equity adjustment increase for the Police Sergeant classification (7% total increase) on June 1, 2024; and

- All other classifications receive an equity adjustment of 1% (4% total increase) on June 1, 2024.
- Effective July 1, 2025:
 - A 3.0% cost of living adjustment for all classifications;
 - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2025;
 - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2025; and
 - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2025.
- Effective July 1, 2026:
 - A 3.0% base wage increase cost of living adjustment for all classifications;
 - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2026;
 - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2026; and
 - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2026.

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary, maximum longevity pay available to employees with 12 or more years of experience, 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 paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

Either Party may prepare total compensation surveys in support of labor negotiations. The City will prepare total compensation surveys both with and without the employer's retirement contribution included in the computation. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.1.4. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, base hourly rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees. Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.1.5. Fair Labor Standards Act

The Parties shall continue to discuss changes to ensure the City's compliance with the FLSA. The Parties understand that the City has the management right to administer its payroll system in compliance with the law and also understand that all impacts of any resulting changes to employee compensation must be negotiated with SRPA. The City does not believe that any changes will lead to wage reductions for employees and the City will provide an offset if that occurs.

3.2. STEP INCREASES

3.2.1. Entry Level Step

All initial employment shall be at the entry level step for the base hourly pay rate as indicated in Attachment A. The City Manager or their designee may authorize, upon the recommendation of the Police Chief, a position at an appropriate higher salary when, in their opinion, it is necessary in order to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies beginning salary in excess of the first step. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee may be considered for a step increase in accordance with their anniversary date and the parameters of the base hourly pay rate schedule. Advancement to a higher base hourly rate within the schedule may be granted for continued improvements and efficient and effective service by the employee in the performance of their duties. Base hourly rate advancement shall be made only upon the recommendation of the Police Chief, with the approval of the City Manager or their designee, and are not automatic, but based on acceptable work performance.

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager.

3.2.3. Merit Increases

Employees at the maximum step of their base hourly pay rate may be granted a merit pay award of up to five percent (5%) above and beyond their base hourly pay rate. A merit pay award may be effective for up to one (1) year. A merit pay award when expired is not a disciplinary action and is not appealable. Merit pay awards may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A three percent (3%) shift differential shall be paid for all represented employees regularly scheduled to work fifty percent (50%) or more of their shift after 1500 hours.

A five percent (5%) shift differential shall be paid for all represented employee regularly scheduled to work fifty percent (50%) or more of their shift after 2200 hours.

Employees assigned to work the swing or graveyard shift time periods on overtime or in accordance with Article 6.3, Shift Changes, are excluded from shift differential pay for those time periods.

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. Court Pay

If a police employee receives a subpoena requiring them, in the course and scope of their official employment, to appear in court or other official hearing other than during their regular tour of duty or shift of hours, they shall receive a minimum of two (2) hours pay at the overtime rate. "Other than during their regular tour of duty or shift hours" shall include vacation and compensatory time off.

The employee shall submit the required documentation (copy of subpoena and overtime slip) for all related court pay on or immediately after the actual court appearance or after date of cancellation.

If such appearance commences during the employee's regular tour of duty or shift of hours and continues beyond the normal completion time of the employee's regular tour of duty or shift of hours, then the employee will be compensated at the overtime rate for the actual time spent beyond the normal completion time of said tour/shift.

If an employee receives more than one subpoena for the same scheduled time, they will receive the minimum time frame rate only once.

The Police Department will provide appearance information for police employees. The department will be responsible for having such information available, when known, by 1800 hours. If the matter is not canceled by 1800 hours, on the court day preceding the appearance date, an employee shall receive one (1) hour pay at the overtime rate. Time spent at the appearance shall be compensated at the overtime rate.

Nothing in the provision shall be construed to mean that the Association agrees in any way to any method of "flex scheduling."

3.3.3. Call Back Pay

Call-back pay shall be provided at one and one-half times the regular rate with a three (3) hour minimum whenever required by the Department and with the expectation that the full three (3) hours will be worked. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

3.3.4. Educational Expense Reimbursement

The Educational Expense Reimbursement Program shall apply to all employees of the Police Department represented by this contract who have completed a total of two (2) or more continuous years of full-time service with the San Rafael Police Department. The Educational Expense Reimbursement Program shall relate to the completion of college credits while off-duty for job-related courses, awarded from an accredited community college or an accredited college or an accredited

university. Job-related courses are defined as those which contribute to current job performance or prepare the employee for other City positions, including but not limited to obtaining bilingual skills.

An eligible employee who takes a job-related course during off-duty hours at an accredited institution of learning (see above) shall be eligible to receive reimbursement for the costs of tuition, fees, and course materials, up to a maximum of \$1,500 per fiscal year. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of “Pass” or “C” or better.

In order for the eligible employee to qualify for reimbursement, the employee must:

- a. Chief of Police or Designee Approval – Prior to enrollment, the employee must receive the written approval of the Chief of Police (the “Chief”) or designee concerning the particular course. The decision of the Chief shall be final. To be approved by the Chief, the Chief must find that the course is job-related after reviewing the request, which briefly describes why the employee believes the course to be job-related.
- b. Reimbursement Request – Provided that the Chief finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the Chief or designee that includes a copy of the employee’s course grade, the receipts for all course expenses, and a total amount requested for reimbursement.

To ensure that the City receives adequate benefit from the increased education of the educational expense reimbursement recipients, the following table of time worked after completion of course work shall apply to all recipients who terminate employment with the City of their own volition.

Time between receiving reimbursement and termination of employment	Percentage of tuition reimbursement to be repaid to the City
Up to 12 months	100%
Between 12 months and 18 months	50%
Over 18 months	0%

3.3.5. Certificate Incentive

The Certification Incentive Program for all employees of the Police Department offers monthly payment for POST Certification as follows:

Effective July 1, 2024, the payment for POST Intermediate or Advance Certification to Police Officer, Police Corporal or Police Sergeant shall be:

<i>Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
<i>Advanced Certificate</i>	<i>7.5% increase to base hourly pay rate</i>

Effective with the pay period start date of July 1, 2024, the payment for POST certificates for Police Communication Dispatcher, Police Lead Communications Dispatcher, or Police Support Services Supervisor shall be:

<i>Public Safety Dispatcher Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
<i>Public Safety Dispatcher Advanced Certificate</i>	<i>4.0% increase to base hourly pay rate</i>
<i>Records Supervisory Certificate</i>	<i>5.0% increase to base hourly pay rate</i>

3.3.6. Bilingual Pay

Expert Fluency Program. A ten percent (10%) pay incentive shall be paid to up to eleven (11) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than eleven (11) employees may be designated as eligible for the Expert Fluency Program.

Full Fluency Program. A five percent (5%) bilingual pay incentive shall be paid to up to ten (10) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than ten (10) employees may be designated as eligible for the Expert Fluency Program.

Conversational Fluency Program. Effective July 1, 2006, a two and one-half percent (2.5%) pay incentive shall be paid to up to thirty-five (35) designated bilingual employees (sworn and non-sworn). With the approval of the Chief of Police and the City Manager, more than thirty-five (35) employees may be designated as eligible for the Conversational Fluency Program. Within the limits established in the first three paragraphs of this section, to qualify for the Expert or 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 the City will meet and confer with the Association in order to establish standards for the Expert Fluency Program with the understanding that the standards will focus on external testing and/or certification satisfactory to the Police Chief and by the City Manager. Full or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or a Fluency Certification of Completion from a departmental conversational test, or obtaining a conversational certification issued by an agency or other vendor approved by the Police Chief.

Fluency in more than one foreign language does not entitle an employee to more than one of the bilingual pay categories. Both parties agree to re-certification of proficiency every three (3) years at the department's expense and discretion to continue eligibility for the bilingual differential. The City shall provide initial certification testing and testing to advance to a higher program level each year if there are candidates who are both interested and qualified. Employees may acquire certification during the intervening periods at their own expense.

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

3.3.7. Uniform Allowance

Each of the following represented classification will receive a uniform allowance for each six (6) months of service ending June 30 and December 31 as follows:

Effective July 1, 2018

	Classification	Semi - Annual	Annual
A.	All sworn employees, Police Service Specialist	\$730.00	\$1,460.00
B.	All other represented employees	\$325.00	\$650.00
C.	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.		

3.3.8. Special Weapons and Tactics (SWAT) Team

Police Department personnel assigned to the Special Weapons and Tactics (SWAT) Team shall receive additional compensation amounting to two and one-half percent (2.5%) of their base hourly pay rate. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3). The City will pay for the equipment for SWAT team members, provided members obtain prior approval of the Chief of Police.

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.9. Hostage Negotiations Team (HNT)

Police Department personnel assigned to the Hostage Negotiations Team (HNT) Team shall receive additional compensation amounting to one percent (1%) of their base hourly pay rate. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.10. Field Training Officer (FTO)

- a. The Police Department has established a program for selection of Field Training Officers. Field Training Officers and the Field Training Program Supervisor shall receive additional compensation amounting to two and one-half percent (2.5%) of their base hourly pay rate while assigned to the Patrol Division and shall receive an additional two and one-half percent (2.5%) while engaged in training of new Police Officers and Community Service Officers. Shift assignment will be at the discretion of the Chief of Police and based upon the needs of the Department. All other sworn personnel assigned as Field Training Officers will be paid five percent (5%) above their base hourly pay rate while engaged in training of new Police Officers and Community Service Officers.
- b. Non-sworn personnel may be formally assigned, in writing, to train employees in their new job classifications. For actual hours spent training this new employee, during the specified training period, the assigned trainer will be paid five percent (5%) above their base hourly pay rate.
- c. Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.11. Motor Officer Pay

Police Department personnel assigned to the following duty shall receive additional compensation amounting to five percent (5%) of their base hourly pay rate: Operation of a solo-motorcycle for more than 50% of their work month.

3.3.12. Major Accident Investigation Team

Tier 1 MAIT personnel on the Department's call-out list shall receive additional compensation amounting to one percent (1%) above their base hourly pay rate. All MAIT Personnel shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3)

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.13. Crime Scene Investigator (CSI)

Crime Scene Investigators on the Department's call-out list and the Supervisor shall receive additional compensation amounting to one percent (1%) above their base hourly pay rate. All Crime Scene Investigators shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.14. Self-Defense and Tactics (SDAT) & Firearms Instructor Pay

The Police Department has established a program for selection of Self-Defense and Tactics (SDAT) & Firearms Instructors. Self Defense and Tactics (SDAT) or Firearms Instructors shall receive

additional compensation amounting to two and one-half percent (2.5%) above their base hourly pay rate. Anyone that is a Self-Defense and Tactics (SDAT) Instructor and also a Firearms Instructor will be eligible for only a total of two and one-half percent (2.5%) and not a compounded five percent (5%).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.15. Detective Pay

Sworn personnel assigned to the Support Services Divisions Investigations Unit shall receive additional compensation amounting to five percent (5%) above their base hourly pay rate. Unit members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

3.3.16. Out of Class Pay

Police Services Specialists assigned in writing by their supervisor to work as a Communications Dispatcher shall be compensated at a rate 5% greater than the employee's current base hourly pay rate. The out-of-class increase shall be retroactive to the first day of the assignment and based on hours actually worked in the higher classification.

3.3.17. Canine Handler Pay

The parties agree to initiate a Canine Handler Program at a time to be determined by the Police Department. Officers assigned to and participating in the canine program shall receive additional compensation amounting to 5% above their base hourly pay rate subject to the restrictions stated in the attached Canine Handler Program Side Letter.

3.3.18. Hiring Incentives for Lateral Police Officers

To be eligible for the below hiring incentives, a qualified lateral police officer candidate ("Eligible Lateral Hire") must, at the time of filing the employment application: (1) be currently working for another California law enforcement agency, (2) have two years' experience as a full-time peace officer in California, and (3) possess a current California P.O.S.T. certificate. Lateral officer hires with prior full-time San Rafael Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years' separation from the San Rafael Police Department as a full-time peace officer and have met the requirements of (1) and (3) described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.

Any employee who served as a peace officer with other police agencies with no break in service immediately prior to employment with the City of San Rafael will be credited with years of sworn service in such previous employment solely for the purpose of determining vacation accruals on a prospective basis after certification of the prior years of sworn service. Any period of 30 calendar days or less when moving between agencies will not be considered a break in service.

Upon hire and commencement of work as a Police Officer with the City of San Rafael, an Eligible Lateral Hire from another law enforcement agency will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPPRA members

Upon successful completion of the field training program, as determined by Police Administration, the Eligible Lateral Hire will receive five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPPRA members.

Upon successful completion of the probationary period (eighteen months) as a Police Officer, the Eligible Lateral Hire will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members.

Upon successful completion of three complete years of City service the Eligible Lateral Hire will receive a ten thousand dollars (\$10,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members.

The City retains the right and exclusive authority to offer step placement above "B" Step of the Police Office salary range based on the Eligible Lateral Hire's qualifications and other factors such as current salary. The salary range placement shall be included in the conditional employment offer letter provided to the lateral officer.

Current San Rafael Police Department Employees who refer an Eligible Lateral Hire will receive an incentive of two thousand five hundred dollars (\$2,500) for hired and retained Eligible Lateral Hires. The referral incentive for current San Rafael Police Department Employees is not Compensation Earnable for Classic members nor Pensionable Compensation for PEPRAs members.

Only one current San Rafael Police Officer can be identified as the referring officer for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current San Rafael Police Officer referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring San Rafael Police Officers may not receive more than five (5) referral incentives per fiscal year.

3.3.19. Longevity

Effective July 1, 2025, employees with at least eight (8) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%) above their base hourly rate of pay.

Effective July 1, 2025, employees with at least twelve (12) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%), for a total of five percent (5.0%) above their base hourly rate of pay.

With the approval of the Chief of Police and the City Manager, employees with experience as a sworn peace officer in another state may be credited with years of service toward the Longevity Pay threshold.

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 Association, Police Mid-Management, Fire Association, Fire Chief Officers Association, 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. There shall be no change to any benefits that are

subject to the meet and confer process provided in this Memorandum of Understanding absent the specific, written agreement of the Association and completion of the meet and confer process.

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 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.

Effective June 1, 2024, the monthly flex dollar allowance shall be:

For employee only:	\$ 853.48
For employee only and one dependent:	\$1,708.13
For employee and two or more dependents:	\$2,220.68

Effective January 1, 2025, the monthly flex dollar allowance shall be:

For employee only:	\$ 950.00
For employee and one dependent:	\$1,900.00
For employee and two or more dependents:	\$2,400.00

Flex Dollar Increases for this MOU Term

Effective December 15, 2025 and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

Upon the expiration of the MOU, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of three percent (3.0%) 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 their 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.

Conditional Opt-Out Arrangement: An employee may elect to waive the City's health insurance coverage and receive a \$300 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 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.

4.2.2 Retirees Health Insurance

Employees represented by the 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. Employees hired before January 1, 2010

The City shall make a monthly 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 payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus additional cost of retiree premiums) shall be \$386 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- ##### **B. Employees hired 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, 4.2.3b, 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.

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 annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 250 hours of sick leave after the conversion.

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. Employees are

responsible to pay the monthly administrative fee and any increase established by the third-party administrator.

- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code at the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- 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 an annual enrollment period and each employee must re-enroll annually for either plan noted in Section 4.2.3. a. and/or b.

4.3 PERS HEALTH INSURANCE BENEFITS

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.

4.4 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective coverage (80/20) per eligible patient per calendar year, 80/20 cost sharing for cast, crowns and restorations, and orthodontic coverage (50/50) within the limits prescribed in the Group Plan document. The City shall continue the current or comparable program and shall pay any increased premium rate increases from date of the increase for the term of this MOU

The maximum benefit amount is \$1,500 per person per Calendar Year.

4.5 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.

4.6 LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT

Effective January 1, 2010, the City shall be responsible for paying 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 \$5,000 life insurance and a \$5,000 AD&D benefit.

4.7 LONG TERM DISABILITY POLICY

An employee shall have the option to fund a PORAC Long-Term Disability policy with after-tax income. In lieu of the City sponsored LTD plan, the City will pay an annual \$100 lump sum payment minus applicable taxes to each employee. This lump sum payment will be made in the first pay period in December of each year of this MOU.

4.8 RETIREMENT

4.8.1 Retirement 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 “PEPRA” (“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 City of San Rafael acknowledges that under its current practice, the employee’s share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.8.2 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 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.

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 their retirement or some other period designated by the retiring employee.

Non-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% @ 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 their retirement or some other period designated by the retiring employee.

4.8.3 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 member’s 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).

4.8.4 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.

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 a privilege, which an employee may use at the employee's 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 their daily duties. Every employee who is absent from their duties for two (2) consecutive work days shall file with the Human Resources Director should they so request, a physician's certificate or the employee's personal affidavit stating the cause of the illness or disability. 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.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of eight (8) hours per month commencing with the date of employment (accrual pro-rated for P/T employees). Unused sick leave may be accumulated with no limit. A cap of twelve hundred (1200) hours shall be in effect for sick leave separation payoff purposes only.

5.1.3 Use of Sick Leave

An employee eligible for sick leave with pay will be granted such leave with the approval of the Chief of Police for the following purposes:

1. Personal illnesses or illness within the immediate family (immediate family is defined as: employee's spouse or registered domestic partner, dependent children grandchildren, siblings, and/or employee's parents or parent(s)-in-law), or physical incapacity resulting from causes beyond the employee's control; or,
2. Enforced quarantine of the employee in accordance with community health regulations; or
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn police 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 has 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's Marin County Employee's Retirement System, on or after January 1, 2003, 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).

Note: Refer to Section 5.1.2, Sick Leave Accrual, for sick leave cap limitation for payoff purposes.

5.1.6 Compensation for Unused Portion

Upon separation from employment, 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%).

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted each eligible employee. 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 are prorated) shall commence to accrue vacation at the following rate for continuous service:

Vacation Accrual chart:

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER MONTH
1 - 3 years	80 hours	6.66 hours
4 - 10 years	120 hours	10 hours
11 - 15 years	160 hours	13.34 hours
16 + years	200 hours	16.68 hours

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

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.

The time at which an employee may use their accrued vacation leave and the amount to be taken at any one time shall be determined by the employee's Chief of Police 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.

Upon termination, an employee shall be compensated in cash at their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap.

5.2.4 Vacation Sign-up

Vacation sign-ups shall occur every six months during the designated shift rotations as outlined in Section 6.1.2 of this MOU. Employees will sign up for vacation based on seniority within their assigned work unit using the Vacation Sign-Up Roster. Employees who do not sign up during shift rotation will be able to sign up for vacation beyond the traditional shift sign up period only if the desired week(s) are open and available.

Employees may take a single vacation day only if the following criteria are met:

1. The single day vacation is selected 120 hours prior to the date to be taken.
2. The single vacation day does not cause the employee's assigned shift to go below the minimum staffing requirements.
3. The single vacation day may be denied between 120 and 71 hours in advance of the date to be taken if staffing is projected to fall below minimum staffing requirements due to additional employees using sick leave, comp time or for specific department needs.
4. If there are schedule changes due to additional employees using sick leave, comp time or other causes between 70 hours and the date to be taken, the department will honor the employee's single vacation leave request and allow the employee to use the single vacation day.

The Parties agree to discuss the vacation sign-up process (Section 5.2.4) and CTO (Section 6.2.2) during the term of this Agreement. The Parties must mutually agree to any changes to either or both sections.

5.2.5 *Vacation Cap*

No employee may accrue more than 250 hours of 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 from date of approval.

5.2.6 *Vacation Cash-In*

Vacation Conversion: An employee is eligible to request a conversion of vacation time to a cash payment in May or November in any fiscal year in accordance with the following:

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months and has accrued vacation during that time may request up to seven (7) days of vacation conversion. Such requests may be granted at the discretion of the City Manager.

If the request is granted, May requests will be paid in the last pay period in June and November requests will be paid in the last pay period in December. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

The following thirteen (13) holidays will be observed:

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

All represented employees in the Police Department shall receive straight time compensation for every holiday worked or which falls on a regularly scheduled day off in each given year, which all other employees receive as time off. Said compensation shall be during the pay period that the holiday occurs. In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

5.4 OTHER LEAVE

5.4.1 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parent-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 five (5) days of accrued sick leave may be granted for bereavement leave for each death of a family

member. The five days may be taken intermittently but must be used within three (3) months of the date of the family member's death.

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.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 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.

5.4.3 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 Police Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 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.

5.4.5 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to their supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' office coordinates benefits for Worker's 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 Worker's 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.

NON-SAFETY EMPLOYEES

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments disability payments to bring them to full salary for the first three (3) calendar months and to $\frac{3}{4}$ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths ($\frac{3}{4}$) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Worker's 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.

Sick Leave Usage Post Industrial Injury/Illness

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:

- The employee has reached maximum medical improvement and/or has been determined “permanent and stationary.”
- 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, next steps would include:

- The interactive process; attempt to locate other appropriate employment within the City
- If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 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.

5.4.7 Absence without Authorized Leave

An unauthorized absence of an employee for three consecutive workdays shall constitute grounds for termination.

5.4.8 Catastrophic Leave

All employees of the Police Department should refer to City-Wide Catastrophic Leave Policy located on the City’s Intranet (<https://intranet.cityofsanrafael.org>).

5.4.9 Paid Parental Leave

Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee’s spouse, or the employee’s domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of “parent” and “child” are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Police Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

Benefit and Use:

1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. PPL shall be used in a block of continuous time or on an intermittent basis or reduced schedule. For the purposes of this article, a reduced schedule is anything less than a full shift. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.
7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of State Disability insurance (SDI) or Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.

- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Police Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

Additional Restrictions:

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee may only use these leaves in increments of a full shift.
- Unless there is specific approval by the Police Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for City paid holidays and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.
- If the department is operating with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

5.4.10 Paid Parental Leave

Eligibility:

Effective July 1, 2024 any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.

2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.

5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.

7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK/FLSA WORK PERIOD

The work period for personnel assigned to patrol is pursuant to a 21-day Section 207(k) of the FLSA, which begins and ends at 5:00 a.m. shift change. The work period for all other personnel is seven days, Sunday through Saturday of each calendar week, starting at midnight on the first day of the period and ending one minute before midnight on the last day of the period. An employee's normal total number of work hours per year shall be 2080 hours.

The parties may reopen negotiations during the term of the Agreement to negotiate the City's administration of a new payroll system and/or changes made to comply with a 28-day FLSA work period. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

6.1.1 Alternate Work Schedules

Both parties agree that at the discretion of the Police Chief, alternative work schedules which include a total of 2,080 annual working hours, if mutually agreed to, may be implemented for designated periods of time for all represented employees for the lifetime of this MOU; any new alternative work schedule established during the term of this MOU shall initially be established on a six-month trial basis. During the trial period if there is a significant increase in overtime costs attributable to the trial plan, or significant increases in sick leave usage or workers compensation claims or reduced staffing due to injuries, illness, or vacancies, the department may opt to stop the trial alternative work schedule.

For illustration and definition purposes the following chart is prepared:

Schedule	Definition
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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.
3-12	The standard work period will consist of 156 hours of work in a 28-day period, broken into thirteen (13) twelve (12) hour days. The standard work cycle consists of working alternately, three (3) consecutive days in a seven-day period, then four (4) consecutive days in a seven-day period. Each member will be given an extra twelve (12) hour day off during each 28-day period to ensure that no more than thirteen days are worked. This extra day off may be different for each employee on a given team to ensure adequate daily staffing. This extra day off will coincide with the employees' regular days off. As a result of working 156 hours in each 28-day period instead of the standard 160 hours, each member will owe the City 4 hours. The City and the Police Association agree to allow each member to bank these 4 hours for three 28-day periods, for a total of twelve (12) hours. Each member would be required to pay back these hours by working a scheduled day off selected by the Department. The scheduled pay back would be for training or other assignments as required by the Department.
4-4	Four (4) consecutive ten (10) hour days with four (4) consecutive days off. Each employee will work three-hundred twenty (320) hours of work within an eight-week cycle.

The following Alternative work schedules are currently being used:

PATROL:

The shifts listed are basic shifts that must be filled in order to meet the minimum staffing levels. If an officer filling one of those shifts is absent for a period of a week or longer, another officer may be required to change shifts to fill the vacancy in accordance with the existing provisions of the MOU regarding changes of assignments.

The rosters anticipate a minimum of twenty-seven officers being assigned to patrol in a duty status in the indicated shifts. In the event twenty-seven officers are not available, the department may opt to return to five eight-hour shifts per week for all patrol officers.

It is the department's intent to match staffing levels with calls for service. If calls for service change, the department may alter the hours of shifts to meet the change.

DETECTIVES:

A 4-10 or 5-8 plan for all detectives with the approval of the Bureau Commander.

FRONT OFFICE:

A system combining 5-8/4-10 for all front office Records Clerks.

COMMUNICATIONS DISPATCHERS:

1. Alternate Work Schedules for Communications Dispatchers include a 4-4 plan, a 4-10 plan or a 3-12 plan. Depending on department needs, some dispatchers may be assigned to work a 4-4 schedule while others may be assigned to a 4-10 schedule or a 3-12 schedule.
2. Under the 3-12 plan, Dispatchers will be required to work the following three-week schedule: Week 1 - three (3) 12-hour days; Week 2 - three (3) 12-hour days; and Week 3 - four (4) 12-hour days. The fourth 12-hour day in Week 3 is to be determined by the Division Captain and Dispatch Supervisor as part of the rotation schedule.
3. Overtime shall be earned in accordance with the FLSA, meaning that: a) only actual work hours are counted toward overtime; b) only actual work over 40 hours in the City's workweek are paid pursuant to FLSA requirements; and c) all actual work over 40 hours in the City's workweek will be paid at a rate of 1.5 times the individual employee's regular rate of pay.
4. Non-FLSA overtime will also be earned if a Dispatcher on a 3-12 schedule works over their scheduled work day or work week (e.g. more than 12 hours on a single day or more than 36 hours in a work week where the employee was scheduled to work three (3) 12-hour shifts, or

more than 48 hours in the work week in which the Dispatcher is scheduled to work four (4) 12-hour shifts). The City will use the premium portion of any non-FLSA overtime premium pay due in any specific workweek to offset any FLSA overtime premium due in the same work week.

The 3-12 Alternate Work Schedule will not have any impact on holiday pay, sick, and vacation accrual rates. However, any holiday, sick, and vacation days off will be deducted for the number of hours scheduled to work, i.e. a sick day under the 3-12 plan will result in the deduction of twelve (12) hours of sick time.

6.1.2 Shift Rotation

Both parties agree that at the discretion of the Police Chief, the starting dates for the rotation, if mutually agreed to, may be changed for a designated rotation for all represented employees for the life of this MOU.

For members of the Patrol Bureau and Information Services Bureau, the spring rotation shall begin on the Sunday nearest the 15th of March and the fall rotation shall begin on the Sunday nearest the 15th of September. If the members of the Patrol Bureau or Information Services Bureau are working a 3-12 schedule, which operates on three-week cycles, then the Spring rotation shall begin on the Sunday nearest to the 15th of March following a completed three-week cycle and the Fall rotation shall begin on the Sunday nearest to the 15th of September following a completed three-week cycle.

Sergeants assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Sergeants. Probationary Sergeants shall be assigned at the discretion of the Division Captain, and any remaining open Sergeant slots shall be filled by seniority, within rank.

Corporals assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Corporals. Probationary Corporals shall be assigned at the discretion of the Division Captain, and any remaining open Corporal slots shall be filled by seniority, within rank.

Officers assigned to Patrol and not on probation may select their shift by seniority, within rank. This paragraph shall not apply to probationary Officers. Probationary Officers shall be assigned at the discretion of the Division Captain, and any remaining open Officer slots shall be filled by seniority, within rank.

Police Call Taker & Records Specialists work group working in the Records Unit will have the option to rotate three times per year: on the Sunday nearest the 15th of January; on the Sunday nearest the 15th of May; and on the Sunday nearest the 15th of September. This will begin at the September 2011 rotation. This practice will be at the discretion of the Chief of Police.

6.1.3 Patrol Briefing

Patrol briefing periods will be conducted within Patrol employees designated shifts.

6.1.4 Employee Break and Meal Periods

Employee break and meal periods are as follows:

Uniformed Patrol employees: One 15-minute break in first half of shift and one 45-minute meal period as scheduled and approved by the designated supervisor.

All other employees: One 15-minute break to be taken in the first half of the shift, one fifteen-minute break to be taken in the second half of the shift, and one 30-minute meal period as scheduled and approved by the designated supervisor. Combination of meal and break period must have prior supervisory approval.

No changes will be made in break and meal periods that would alter an employee's regularly scheduled working time without the advance approval from the employee's supervisor.

Break and meal periods are paid time and, as such, departmental needs will take priority. In the event that work demands preclude an employee from taking their break, and/or meal period, the employee will not be eligible for overtime compensation.

6.2 OVERTIME

6.2.1 Overtime

All represented employees who work overtime shall on forms provided by the Police Department designate whether they want the time accrued as compensatory time (C.T.) or paid as overtime at the rate of time and one-half. After initial selection (O/T pay vs. C.T.) if an employee wants to convert compensatory time to cash, or vice versa, the employee must submit a written request to the Police Chief and approval shall be at the discretion of the Police Chief.

Employees may accrue up to 200 hours of compensatory time at any time. Employees may use up to 120 hours of comp time each calendar year. Employees may take an additional 80 hours of comp time for the remainder of the year, however those 80 hours will fall under the single day vacation guidelines. Employees who have a comp time balance in excess of the 200-hour cap will receive pay in lieu of continued carrying of these hours from the City on the next available pay check. At the end of the calendar year, any unused accrued comp time may be carried over to the next calendar year and said balance would affect the employees' ability to accrue additional comp time.

Before any Sergeant will be allowed to work an overtime shift replacing a beat officer, the overtime opportunity shall be posted for forty-eight (48) hours to allow officers to sign up. Only if officers fail to sign up, or the need to replace a beat officer arises with less than forty-eight (48) hours' notice, will sergeants be given the opportunity to work overtime in place of an officer/corporal. This restriction shall not apply to special events or foot beat duty.

Both parties agree that any changes in the overtime provisions of this MOU are subject to the meet and confer process.

All entry-level probationary employees shall not be allowed to accrue and bank any compensatory time until they have successfully completed their training program. Any overtime worked during their training program shall be paid at time and a half. This section does not apply to any employee that is promoted within the police department, and due to that promotion, is required to complete a training program. Promoted employees may elect to accrue and bank compensatory time or have such time paid at time and a half.

6.2.2 Requests for Compensatory Time Off

In the event that the granting of a request for compensatory time off creates one or more vacancies which bring the shift below the minimum staffing level or which otherwise needs to be filled, then the current practice will be utilized as follows: The supervisor will post the vacant slot(s) to be voluntarily back-filled with overtime. If one or more vacancies still exist then the supervisor will 1) assign personnel from the previous shift to hold over at the overtime rate, and/or 2) assign personnel from the following shift to report early at the overtime rate, and/or, in civilian work units, 3) assign personnel to work on their day(s) off.

All employees shall be granted compensatory time off when submitted at least 72 hours in advance of the requested time off. If an employee makes a request for compensatory time off with less than 72 hours advance notice and this request does not bring the shift below one above minimum staffing, then the employee shall be granted the time off. If the granting of the request would bring the shift to minimum staffing then the granting of the request would be at the discretion of the Police Chief or his designee.

Any comp time requests after an employee uses 120 hours in a calendar year will fall under the pre-existing single day vacation guidelines. Employees may take up to 80 hours of additional comp time only if the following criteria are met:

- The comp time is selected 120 hours prior to the date to be taken.
- The comp time does not cause the employee's assigned shift to go below the minimum staffing requirements.
- The comp time may be denied between 120 and 71 hours in advance of the date to be taken if staffing is projected to fall below minimum staffing requirements due to additional employees using sick leave, comp time or for specific department needs.
- If there are schedule changes due to additional employees using sick leave, comp time or other causes between 70 hours and the date to be taken, the department will honor the employee's comp time leave request and allow the employee to use the comp time.

6.3 SHIFT CHANGES

Changes in the days or hours of the regular work schedule of an employee shall entitle such employee to be additionally compensated at one-half (1/2) their hourly pay rate for each hour worked outside their regular schedule unless the City has given the employee a minimum of seven (7) full days (or 168 hours) advance notice of such a change. No advance notice to employees by the City of shift change shall be required and no additional compensation shall be paid when shift changes occur as a result of work related emergencies, i.e., multiple sicknesses, disabilities or injuries; an unplanned for vacancy or shortage occurring less than seven days in advance of the shift change if the employee is given a minimum of twelve hours advance notice or at the specific request of an employee. If a shift change is due to work related illness or accident, it shall be considered an emergency and no overtime will be paid.

Vacancies of less than one workweek will be filled by overtime rather than shift changes.

This section shall not apply to personnel shortages arising from mutual aid requests, states of emergency declared by the Mayor, Board of Supervisors, Governor or the President or unplanned for critical incidents or situations of more than twenty-four hours duration.

6.4 PROBATIONARY PERIOD

6.4.1 Purpose of Probation

After passing an examination and accepting appointment, 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.

6.4.2 Length of Probationary Period

The probationary period on original appointments shall be eighteen (18) months. The probationary period on promotional appointments shall be twelve (12) months for internal promotions from:

- Police Officer to Police Corporal
- Police Corporal to Police Sergeant
- Dispatcher to Lead Dispatcher
- Lead Dispatcher to Dispatch Supervisor
- Records Specialist/Call Taker to Records Supervisor

All other internal promotions shall be subject to an eighteen (18) month probationary period.

6.4.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Appointing Authority without the right of appeal; except as otherwise provided for by the Public Safety Officers Bill of Rights Act, Government Code 3300, et.seq. for sworn officers, and as provided for in applicable existing case law concerning appeal rights/remedies of probationary employees.

6.4.4 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.

6.4.5 Notification of Rejection or Extension

Upon determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of their intention to terminate the employee.

After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of the extension or rejection.

6.4.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.4.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a higher position classification provided the employee is certified from the appropriate Eligible 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.

6.4.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass the promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion. 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.

6.5 PERSONNEL RULES & REGULATIONS

Both parties agree to the most updated Personnel Rules and Regulations that exist on July 1, 2011 for the purposes of this agreement, which are available on the City's intranet website. In the event that conditions appear in both the Rules and Regulations and the MOU, the MOU prevails.

6.5.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.5.2 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, sale, use, 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 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 7.3.2 of the Memorandum of Understanding.

6.5.3 Outside Employment Policy

All employees of the Police Department should refer to City wide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.5.4 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.

6.5.5 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.

6.5.6 Medical Standards

Attachments to the City of San Rafael's official job class specifications have been developed by Rehab 90 to describe the activity and frequency of the activities performed by the employee in the course and scope of their job classification. These descriptions are available for review by the employee's treating physician to assist the physician in determining whether the employee is able to return to their job after an absence due to an injury or illness.

6.5.7 Temporary Light Duty Policy Statement

The purpose of this temporary light duty program is to minimize the losses 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. Light duty assignments will be structured so that employees are not placed in a duty status that would aggravate or incur an injury or illness. Light duty assignments are to be limited to temporary periods and are not to be used to create a permanent light 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 light duty program.

2. Determination/Required Reports

- a. Light 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 light 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 light duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current light duty assignment or to determine when to commence a light duty assignment.

3. Light Duty Assignments - Definitions/Restrictions

- a. Light duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Light duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Light 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, light 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 light duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- e. Specific light 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 light 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 light duty assignment work hours and workweek. 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 light duty employee. If the employee is assigned to work hours on a work holiday, so shall the light duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
- b. Employees assigned to light 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 their classification.

6.5.8 *Reinstatement*

Reinstatement after resignation shall be considered as new employment. Reinstatement may only be made upon request to the Police Chief if the individual has:

- 1. Left City service within the prior twenty-four (24) months.

and

2. Left City service in good standing. Good standing shall be defined for the purposes of reinstatement as: "The employee having provided in writing to the Department two weeks' notice of their resignation".

6.6 MISCELLANEOUS

6.6.1 *Gratuities / Solicitation of Contributions*

All employees of the Police Department should refer to Departmental General Orders for the policy and procedures related to gratuities/solicitation of contributions.

6.6.2 *Return of City Equipment*

Upon termination of employment, all City property assigned to an employee shall be returned to the employee's supervisor.

6.6.3 *Political Activity*

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

6.6.4 *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 Bureau or shift where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

6.6.5 *Labor / Management Advisory Meetings*

During the term of the Agreement, the City and the Association agree that consultation meetings may contribute to improved employer-employee relations.

The committee shall be comprised of three (3) representatives from the San Rafael Police Association and three (3) from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting.

6.6.6 *Gym Membership 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.

6.6.7 *Public Safety Center Fitness Program*

PURPOSE AND SCOPE:

The purpose of this policy is to establish guidelines for employees utilizing the Public Safety Center (PSC) fitness facility. The Department requires all those electing to use the PSC fitness facility to adhere to the conditions and policies as described in this policy. Persons who do not meet the conditions as described in this directive will be deemed to be engaging in activities outside the scope of their employment, and the City shall not have any liability for injuries or losses resulting from such activities. The City will not accept responsibility for injuries incurred as a result of recreational exercise/activities or competitive events.

PROCEDURES:

It is the position of the City to encourage a high level of physical fitness among police personnel. To assist employees in achieving this goal, the Department has implemented an on-duty work-out policy for all San Rafael Police employees.

A. On-Duty Participation:

1. On-duty participation is defined as one hour of on-duty time, a maximum of two days per workweek, for the purpose of exercise.
 - i. This time includes: 10 minutes to change, 40 minutes to exercise, and 10 minutes to shower and change.

B. Exercise time and use of the PSC fitness facility may not begin until the Waiver and Release of Liability form has been read, signed, and filled out for all employees.

C. Part-time employees may exercise in the PSC fitness facility during off duty time only.

D. Use of the Public Safety Center fitness facility by Participants:

- 1) All personnel, regardless of assignment, may use the PSC fitness facility for workouts between the hours of 0700hrs to 2200hrs.
- 2) No more than one (1) on-duty employee from each workgroup will be allowed in the PSC fitness facility area at one time. For example, one officer, on dispatcher, one detective at a time.
- 3) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
- 4) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.

E. The PSC fitness facility is the only approved and authorized on-duty work out facility:

- 1) On duty exercise must take place within the PSC so employees can remain available for emergencies or return to their duty assignment in the event exigencies arise. Employees must be prepared to change into uniform without undue delay if necessary.
- 2) The PSC fitness facility is located on the second floor. This area is close to the sleeping quarters of the firefighters and police employees should respect the shared area appropriately.

F. Provisions of the on-duty exercise policy that are specifically related to personnel assigned to Patrol are as follows:

- 1) On duty exercise time shall be utilized in lieu of a meal break. Personnel participating in an on-duty work out will remain personally responsible for sustenance in their vehicle as time permits in the balance of their workload.
- 2) On-duty exercise time is approved by the Watch Commander or his/ her designee only when the shift is above minimum staffing. Due consideration must be given to staffing and activity levels. Exercise time may be canceled at the discretion of the Watch Commander (or designee). The Watch Commander's decision regarding on-duty exercise cannot be grieved.
- 3) No more than one (1) employee from patrol may exercise on-duty at any given time. When on-duty, there shall only be one (1) on-duty patrol officer in the workout room at a time.
- 4) A police radio shall be audible inside the PSC fitness facility any time patrol personnel are exercising. Patrol personnel shall respond to their call sign when called from communications.

- 5) Participants assigned to patrol wishing to use on-duty time for exercise must request the desired time at the beginning of the shift. Requests may also be made a shift in advance. Seniority will be used to determine exercise times.
 - 6) Reports and calls for service have priority over exercise time. No work-related assignments should remain pending while working out unless they can be completed in a timely manner without incurring overtime,
 - 7) Personnel participating in on-duty workouts shall not be permitted to do so in conjunction with briefing at the beginning of their shift or proximate to the completion of their shift. On-duty workouts may only take place at the direction and with approval of the Watch Commander (or designee).
 - 8) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 9) During Field Training, neither the Field Training Officer (FTO) nor the Officer in Training (OIT) may utilize the PSC fitness facility on-duty.
- G. Employees are required to immediately report any injuries or serious illnesses while using the PSC fitness facility to their supervisor:
- H. Miscellaneous provisions of the on-duty exercise policy:
- 1) No exercise program hours will be carried over from one day to the next.
 - 2) Performance issues, at the discretion of the Chief of Police, may be the basis for an individual being denied permission to participate in on-duty exercise.
 - 3) Break periods (rest breaks) cannot be used to extend exercise time.
 - 4) The provisions and implementation of this on-duty exercise policy will not be subject to challenge or grievance by employees.

INJURIES OR SERIOUS ILLNESSES:

Employees are required to immediately report all injuries or serious illnesses that require medical attention. Following such an injury, exercise privileges will be suspended immediately until further notice. Determination of when an injured participant may resume exercise activity will be at the discretion of the Chief of Police or their designee following a complete review of the injury report. This determination will be based on the nature of the injury and the health/fitness needs of the individual.

- a) An injured employee may be required to submit a memo detailing their injury/illness and obtain clearance in writing from the attending physician prior to resuming exercise activities.
- b) Once cleared to resume physical fitness activities, the injured participant will follow the exercise prescribed without deviation. Deviation from the prescribed exercise program may result in disqualification from using the PSC fitness facility on-duty and off-duty.
- c) Those participants whose injury/illness requires a "light duty" status may use the PSC fitness facility following a clearance by their attending physician. Exercise activity will be limited to the fitness program prescribed.
- d) Failure to immediately report any injury or illness resulting from working out in the PSC fitness facility may result in loss of facility use privileges both on and off duty.

OFF DUTY EXERCISE BY EMPLOYEES:

Employees may use the PSC fitness facility during their off-duty time under the following guidelines:

- a) Must read, sign, and submit the Waiver and Release of Liability form, which must then be authorized by the Chief of Police.

- b) Exercise sessions are on off-duty time only and there is no limit to how many times one can use the facility.
- c) Follow all safety rules.
- d) Follow all guidelines as described in this policy.
- e) Only SRPD employees are allowed to use the facility.

GENERAL SAFETY RULES:

- a) Proper warmup and cooldown activities are to be performed before and after weight training and cardiovascular workout sessions.
- b) All safety stops and mechanisms on exercise equipment must be properly adjusted before each use.
- c) All weight plates must be removed from the lifting bar and returned to the proper storage rack immediately after use.
- d) Proper athletic footwear and shirts must be worn while exercising in the PSC fitness facility.
- e) All injuries or exercise equipment needing repair should be reported to the Watch Commander immediately.
- f) Spotters are required for all heavy lifting. If no spotters are available, no heavy lifting will be allowed.

PROGRAM LENGTH:

- a) This will be a pilot program for six (6) months. At the end of the six months, the program will be evaluated by the Chief of Police to determine if the program should continue and/or be modified.
- b) If at any time during the program the Chief of Police determines that it is detrimental to the functioning of the department, the Chief may cancel the program. The Chiefs decision to cancel the program will not be subject to challenge or grievance.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Police Chief or designee may demote an employee when the following occurs:

- A. The employee fails to perform their 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 they does not possess the minimum qualifications.

When the action is initiated by the Police Chief, 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 Director. 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 Police Chief or designee may suspend an employee from a position at any time for 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 the City service in good standing shall file with their 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 Police Chief and Human Resources Department.

7.2.2 Termination - Layoff

The Appointing Authority may terminate an employee because of changes in duties or organization, or abolition of position, or 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 the City services 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 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, transfer for purposes of punishment, and written reprimand.

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 refusal to accept overtime, 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-prescribed 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 toward 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. Misuses 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.

7.3.2 Appeals

If an employee believes they has been unjustly disciplined/discharged, they shall have the right to appeal their case through the appropriate procedure. A transfer for purpose of punishment not resulting in economic loss and a written reprimand shall only be appealable up to the level of the City Manager or “their designee and not eligible for arbitration. Discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, and transfer for purposes of punishment resulting in economic loss shall be appealable up to the level of arbitration. Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of receipt of the notice of discipline/discharge letter and unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (Appellant) may request the appeal be heard by 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, and to the extent possible for both parties the selection of the arbitrator should be made within 60 days of the request for arbitration. 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 mutually acceptable Arbitrator’s schedule does not so permit. The Arbitrator shall hear each party’s case as presented during the hearing and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. 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.

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 they has a grievance may discuss their complaint with the top management official in the Police Department or with such subordinate 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 their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which they 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 has 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 (see Section 7.4.4).

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 at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance by written notice to the City Manager. 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 Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within sixty days of the selection of the Arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, and the arbitrator shall render a decision, within sixty days of the completion of the hearing unless the Arbitrator's schedule does not so permit, which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.4.5 No Abridgement of Other Rights of Appeal

The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of their grievance.

If an employee feels they has been unjustly discharged/disciplined, the employee shall have the right to appeal their case pursuant to Section 7.3.2. Such appeals must be filed in writing within five (5) working days from date of receipt of the notice letter of discharge/discipline and unless so filed the right of appeal is lost, but, in the event that the dispute is carried to arbitration and that such employee is found to have been properly discharged/disciplined under the provisions of Article 7.3, such employee may not be ordered reinstated and no penalty may be assessed upon the Employer. 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.

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 agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by side letter to the MOU.

7.4.6 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

7.4.7 Matters Excluded from the Grievance Procedure of the Memorandum of Understanding

In those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Personnel Ordinance, or the Personnel Rules and Regulations which are adopted pursuant to the City Charter, the appeal procedures contained therein shall be utilized.

7.5 POSITION RECLASSIFICATION

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website.

7.6 REDUCTION IN FORCE

7.6.1 Notice

Employees designated for layoff or demotion due to a reduction in force shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be so notified.

7.6.2 Order of Layoff

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being rehired 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 Eligible List as hereinafter specified.

7.6.3 Re-Employment Eligibility List

The Re-employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status that was laid off in that classification. The rank order on such list 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.

Employees who did not complete their probationary period prior to being laid off; if re-employed must complete their probationary period. The employee may petition to the Police Chief for early release from this probationary period.

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 Eligible List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

SAN RAFAEL POLICE ASSOCIATION:

CITY OF SAN RAFAEL:

Peter Hoffmann
Lead Negotiator

Tim Davis, Lead Negotiator
Burke Williams & Sorensen

Michael Mathis
SRPA President

Nicholas Biss
Principal HR Analyst

Lynn Murphy
SRPA Representative

Blake Delzell
SRPA Representative

Date

Date

SAN RAFAEL POLICE ASSOCIATION
SALARY SCHEDULE
Effective June 1, 2024

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 72,650	\$ 76,283	\$ 80,097	\$ 84,102	\$ 88,307	
		Monthly	\$ 6,054	\$ 6,357	\$ 6,675	\$ 7,008	\$ 7,359	
		Hourly	\$ 34.9279	\$ 36.6743	\$ 38.5081	\$ 40.4335	\$ 42.4551	
6220	MENTAL HEALTH LIAISON	Annually	\$ 98,265	\$ 103,178	\$ 108,337	\$ 113,754	\$ 119,442	
		Monthly	\$ 8,189	\$ 8,598	\$ 9,028	\$ 9,480	\$ 9,953	
		Hourly	\$ 47.2429	\$ 49.6050	\$ 52.0853	\$ 54.6895	\$ 57.4240	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 74,422	\$ 78,143	\$ 82,050	\$ 86,153	\$ 90,460	
		Monthly	\$ 6,202	\$ 6,512	\$ 6,838	\$ 7,179	\$ 7,538	
		Hourly	\$ 35.7797	\$ 37.5687	\$ 39.4471	\$ 41.4195	\$ 43.4905	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 70,607	\$ 74,137	\$ 77,844	\$ 81,736	\$ 85,823	
		Monthly	\$ 5,884	\$ 6,178	\$ 6,487	\$ 6,811	\$ 7,152	
		Hourly	\$ 33.9456	\$ 35.6428	\$ 37.4250	\$ 39.2962	\$ 41.2610	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 106,299	\$ 111,613	\$ 117,194	\$ 123,054	\$ 129,207	\$ 135,667
		Monthly	\$ 8,858	\$ 9,301	\$ 9,766	\$ 10,254	\$ 10,767	\$ 11,306
		Hourly	\$ 51.1051	\$ 53.6603	\$ 56.3433	\$ 59.1605	\$ 62.1185	\$ 65.2244
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 61,029	\$ 64,081	\$ 67,285	\$ 70,649	\$ 74,182	
		Monthly	\$ 5,086	\$ 5,340	\$ 5,607	\$ 5,887	\$ 6,182	
		Hourly	\$ 29.3410	\$ 30.8081	\$ 32.3485	\$ 33.9659	\$ 35.6642	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 77,032	\$ 80,884	\$ 84,928	\$ 89,174	\$ 93,633	\$ 98,315
		Monthly	\$ 6,419	\$ 6,740	\$ 7,077	\$ 7,431	\$ 7,803	\$ 8,193
		Hourly	\$ 37.0346	\$ 38.8863	\$ 40.8307	\$ 42.8722	\$ 45.0158	\$ 47.2666
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 82,810	\$ 86,950	\$ 91,298	\$ 95,863	\$ 100,656	\$ 105,689
		Monthly	\$ 6,901	\$ 7,246	\$ 7,608	\$ 7,989	\$ 8,388	\$ 8,807
		Hourly	\$ 39.8125	\$ 41.8031	\$ 43.8933	\$ 46.0879	\$ 48.3923	\$ 50.8120
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 123,593	\$ 129,772	\$ 136,261	\$ 143,074
		Monthly	N/A	N/A	\$ 10,299	\$ 10,814	\$ 11,355	\$ 11,923
		Hourly	N/A	N/A	\$ 59.4196	\$ 62.3906	\$ 65.5101	\$ 68.7856
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 76,298	\$ 80,113	\$ 84,119	\$ 88,325	\$ 92,741	
		Monthly	\$ 6,358	\$ 6,676	\$ 7,010	\$ 7,360	\$ 7,728	
		Hourly	\$ 36.6819	\$ 38.5160	\$ 40.4418	\$ 42.4639	\$ 44.5871	
6107	POLICE OFFICER	Annually	\$ 106,776	\$ 112,114	\$ 117,720	\$ 123,606	\$ 129,786	\$ 136,276
		Monthly	\$ 8,898	\$ 9,343	\$ 9,810	\$ 10,301	\$ 10,816	\$ 11,356
		Hourly	\$ 51.3344	\$ 53.9012	\$ 56.5962	\$ 59.4260	\$ 62.3973	\$ 65.5172
6109	POLICE RECRUIT	Annually	\$ 88,782	\$ 93,221	\$ 97,882	\$ 102,776	\$ 107,915	
		Monthly	\$ 7,398	\$ 7,768	\$ 8,157	\$ 8,565	\$ 8,993	
		Hourly	\$ 42.6835	\$ 44.8177	\$ 47.0585	\$ 49.4115	\$ 51.8820	
6111	POLICE REGULATORY OFFICER	Annually	\$ 77,032	\$ 80,884	\$ 84,928	\$ 89,174	\$ 93,633	\$ 98,315
		Monthly	\$ 6,419	\$ 6,740	\$ 7,077	\$ 7,431	\$ 7,803	\$ 8,193
		Hourly	\$ 37.0346	\$ 38.8863	\$ 40.8307	\$ 42.8722	\$ 45.0158	\$ 47.2666
4524	POLICE SECURITY OFFICER	Annually	\$ 72,148	\$ 75,756	\$ 79,544	\$ 83,521	\$ 87,697	\$ 92,082
		Monthly	\$ 6,012	\$ 6,313	\$ 6,629	\$ 6,960	\$ 7,308	\$ 7,673
		Hourly	\$ 34.6867	\$ 36.4210	\$ 38.2421	\$ 40.1542	\$ 42.1619	\$ 44.2700
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 144,015	\$ 151,216	\$ 158,777	\$ 166,715
		Monthly	N/A	N/A	\$ 12,001	\$ 12,601	\$ 13,231	\$ 13,893
		Hourly	N/A	N/A	\$ 69.2380	\$ 72.6999	\$ 76.3349	\$ 80.1516
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 109,063	\$ 114,516	\$ 120,242	\$ 126,254	\$ 132,566	
		Monthly	\$ 9,089	\$ 9,543	\$ 10,020	\$ 10,521	\$ 11,047	
		Hourly	\$ 52.4339	\$ 55.0556	\$ 57.8084	\$ 60.6988	\$ 63.7338	

*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 15007). Exhibit C side letter as part of the MOU for changes made to the police cadet position : cadet position

SAN RAFAEL POLICE ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2025

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 75,266	\$ 79,029	\$ 82,980	\$ 87,129	\$ 91,486	
		Monthly	\$ 6,272	\$ 6,586	\$ 6,915	\$ 7,261	\$ 7,624	
		Hourly	\$ 36.1853	\$ 37.9946	\$ 39.8943	\$ 41.8891	\$ 43.9835	
6220	MENTAL HEALTH LIAISON	Annually	\$ 102,687	\$ 107,821	\$ 113,213	\$ 118,873	\$ 124,817	
		Monthly	\$ 8,557	\$ 8,985	\$ 9,434	\$ 9,906	\$ 10,401	
		Hourly	\$ 49.3688	\$ 51.8372	\$ 54.4291	\$ 57.1506	\$ 60.0081	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 77,101	\$ 80,956	\$ 85,004	\$ 89,254	\$ 93,717	
		Monthly	\$ 6,425	\$ 6,746	\$ 7,084	\$ 7,438	\$ 7,810	
		Hourly	\$ 37.0678	\$ 38.9212	\$ 40.8672	\$ 42.9106	\$ 45.0561	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 73,784	\$ 77,473	\$ 81,347	\$ 85,414	\$ 89,685	
		Monthly	\$ 6,149	\$ 6,456	\$ 6,779	\$ 7,118	\$ 7,474	
		Hourly	\$ 35.4731	\$ 37.2468	\$ 39.1091	\$ 41.0646	\$ 43.1178	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 111,082	\$ 116,636	\$ 122,468	\$ 128,591	\$ 135,021	\$ 141,772
		Monthly	\$ 9,257	\$ 9,720	\$ 10,206	\$ 10,716	\$ 11,252	\$ 11,814
		Hourly	\$ 53.4048	\$ 56.0750	\$ 58.8788	\$ 61.8227	\$ 64.9138	\$ 68.1595
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 63,226	\$ 66,388	\$ 69,707	\$ 73,192	\$ 76,852	
		Monthly	\$ 5,269	\$ 5,532	\$ 5,809	\$ 6,099	\$ 6,404	
		Hourly	\$ 30.3973	\$ 31.9172	\$ 33.5130	\$ 35.1887	\$ 36.9481	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 80,498	\$ 84,523	\$ 88,750	\$ 93,187	\$ 97,846	\$ 102,739
		Monthly	\$ 6,708	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,154	\$ 8,562
		Hourly	\$ 38.7012	\$ 40.6362	\$ 42.6680	\$ 44.8014	\$ 47.0415	\$ 49.3936
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 86,536	\$ 90,863	\$ 95,406	\$ 100,177	\$ 105,186	\$ 110,445
		Monthly	\$ 7,211	\$ 7,572	\$ 7,951	\$ 8,348	\$ 8,765	\$ 9,204
		Hourly	\$ 41.6041	\$ 43.6843	\$ 45.8685	\$ 48.1619	\$ 50.5700	\$ 53.0985
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 129,154	\$ 135,612	\$ 142,393	\$ 149,512
		Monthly	N/A	N/A	\$ 10,763	\$ 11,301	\$ 11,866	\$ 12,459
		Hourly	N/A	N/A	\$ 62.0935	\$ 65.1982	\$ 68.4581	\$ 71.8810
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 79,045	\$ 82,997	\$ 87,147	\$ 91,505	\$ 96,080	
		Monthly	\$ 6,587	\$ 6,916	\$ 7,262	\$ 7,625	\$ 8,007	
		Hourly	\$ 38.0025	\$ 39.9026	\$ 41.8977	\$ 43.9926	\$ 46.1922	
6107	POLICE OFFICER	Annually	\$ 111,581	\$ 117,160	\$ 123,018	\$ 129,168	\$ 135,627	\$ 142,408
		Monthly	\$ 9,298	\$ 9,763	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867
		Hourly	\$ 53.6445	\$ 56.3267	\$ 59.1430	\$ 62.1002	\$ 65.2052	\$ 68.4655
6109	POLICE RECRUIT	Annually	\$ 91,978	\$ 96,577	\$ 101,405	\$ 106,476	\$ 111,800	
		Monthly	\$ 7,665	\$ 8,048	\$ 8,450	\$ 8,873	\$ 9,317	
		Hourly	\$ 44.2201	\$ 46.4311	\$ 48.7526	\$ 51.1903	\$ 53.7498	
6111	POLICE REGULATORY OFFICER	Annually	\$ 80,498	\$ 84,523	\$ 88,750	\$ 93,187	\$ 97,846	\$ 102,739
		Monthly	\$ 6,708	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,154	\$ 8,562
		Hourly	\$ 38.7012	\$ 40.6362	\$ 42.6680	\$ 44.8014	\$ 47.0415	\$ 49.3936
4524	POLICE SECURITY OFFICER	Annually	\$ 75,395	\$ 79,165	\$ 83,123	\$ 87,279	\$ 91,643	\$ 96,225
		Monthly	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,273	\$ 7,637	\$ 8,019
		Hourly	\$ 36.2476	\$ 38.0600	\$ 39.9630	\$ 41.9611	\$ 44.0592	\$ 46.2622
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 150,496	\$ 158,020	\$ 165,922	\$ 174,218
		Monthly	N/A	N/A	\$ 12,541	\$ 13,168	\$ 13,827	\$ 14,518
		Hourly	N/A	N/A	\$ 72.3537	\$ 75.9714	\$ 79.7700	\$ 83.7585
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 112,989	\$ 118,638	\$ 124,570	\$ 130,799	\$ 137,339	
		Monthly	\$ 9,416	\$ 9,887	\$ 10,381	\$ 10,900	\$ 11,445	
		Hourly	\$ 54.3216	\$ 57.0376	\$ 59.8895	\$ 62.8840	\$ 66.0282	

*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 6507). Exhibit C side letter as part of the MOU for changes made to the police cadet position: cadet position

SAN RAFAEL POLICE ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2026

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 77,975	\$ 81,874	\$ 85,968	\$ 90,266	\$ 94,779	
		Monthly	\$ 6,498	\$ 6,823	\$ 7,164	\$ 7,522	\$ 7,898	
		Hourly	\$ 37.4880	\$ 39.3624	\$ 41.3305	\$ 43.3971	\$ 45.5669	
6220	MENTAL HEALTH LIAISON	Annually	\$ 107,308	\$ 112,673	\$ 118,307	\$ 124,222	\$ 130,434	
		Monthly	\$ 8,942	\$ 9,389	\$ 9,859	\$ 10,352	\$ 10,869	
		Hourly	\$ 51.5904	\$ 54.1699	\$ 56.8784	\$ 59.7223	\$ 62.7085	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 79,877	\$ 83,870	\$ 88,064	\$ 92,467	\$ 97,091	
		Monthly	\$ 6,656	\$ 6,989	\$ 7,339	\$ 7,706	\$ 8,091	
		Hourly	\$ 38.4022	\$ 40.3223	\$ 42.3384	\$ 44.4554	\$ 46.6781	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 77,104	\$ 80,960	\$ 85,008	\$ 89,258	\$ 93,721	
		Monthly	\$ 6,425	\$ 6,747	\$ 7,084	\$ 7,438	\$ 7,810	
		Hourly	\$ 37.0694	\$ 38.9229	\$ 40.8690	\$ 42.9125	\$ 45.0581	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 116,081	\$ 121,885	\$ 127,979	\$ 134,378	\$ 141,097	\$ 148,152
		Monthly	\$ 9,673	\$ 10,157	\$ 10,665	\$ 11,198	\$ 11,758	\$ 12,346
		Hourly	\$ 55.8080	\$ 58.5984	\$ 61.5283	\$ 64.6047	\$ 67.8350	\$ 71.2267
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 65,503	\$ 68,778	\$ 72,217	\$ 75,827	\$ 79,619	
		Monthly	\$ 5,459	\$ 5,731	\$ 6,018	\$ 6,319	\$ 6,635	
		Hourly	\$ 31.4916	\$ 33.0662	\$ 34.7195	\$ 36.4555	\$ 38.2783	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 84,121	\$ 88,327	\$ 92,743	\$ 97,380	\$ 102,249	\$ 107,362
		Monthly	\$ 7,010	\$ 7,361	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947
		Hourly	\$ 40.4427	\$ 42.4649	\$ 44.5881	\$ 46.8175	\$ 49.1584	\$ 51.6163
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 90,431	\$ 94,952	\$ 99,700	\$ 104,685	\$ 109,919	\$ 115,415
		Monthly	\$ 7,536	\$ 7,913	\$ 8,308	\$ 8,724	\$ 9,160	\$ 9,618
		Hourly	\$ 43.4762	\$ 45.6500	\$ 47.9326	\$ 50.3292	\$ 52.8456	\$ 55.4879
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 134,966	\$ 141,715	\$ 148,800	\$ 156,241
		Monthly	N/A	N/A	\$ 11,247	\$ 11,810	\$ 12,400	\$ 13,020
		Hourly	N/A	N/A	\$ 64.8877	\$ 68.1321	\$ 71.5387	\$ 75.1156
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 81,891	\$ 85,985	\$ 90,285	\$ 94,799	\$ 99,539	
		Monthly	\$ 6,824	\$ 7,165	\$ 7,524	\$ 7,900	\$ 8,295	
		Hourly	\$ 39.3705	\$ 41.3391	\$ 43.4060	\$ 45.5763	\$ 47.8551	
6107	POLICE OFFICER	Annually	\$ 116,602	\$ 122,432	\$ 128,553	\$ 134,981	\$ 141,730	\$ 148,817
		Monthly	\$ 9,717	\$ 10,203	\$ 10,713	\$ 11,248	\$ 11,811	\$ 12,401
		Hourly	\$ 56.0585	\$ 58.8614	\$ 61.8045	\$ 64.8947	\$ 68.1394	\$ 71.5464
6109	POLICE RECRUIT	Annually	\$ 95,289	\$ 100,053	\$ 105,056	\$ 110,309	\$ 115,824	
		Monthly	\$ 7,941	\$ 8,338	\$ 8,755	\$ 9,192	\$ 9,652	
		Hourly	\$ 45.8120	\$ 48.1026	\$ 50.5077	\$ 53.0331	\$ 55.6848	
6111	POLICE REGULATORY OFFICER	Annually	\$ 84,121	\$ 88,327	\$ 92,743	\$ 97,380	\$ 102,249	\$ 107,362
		Monthly	\$ 7,010	\$ 7,361	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947
		Hourly	\$ 40.4427	\$ 42.4649	\$ 44.5881	\$ 46.8175	\$ 49.1584	\$ 51.6163
4524	POLICE SECURITY OFFICER	Annually	\$ 78,788	\$ 82,727	\$ 86,864	\$ 91,207	\$ 95,767	\$ 100,555
		Monthly	\$ 6,566	\$ 6,894	\$ 7,239	\$ 7,601	\$ 7,981	\$ 8,380
		Hourly	\$ 37.8788	\$ 39.7727	\$ 41.7613	\$ 43.8494	\$ 46.0419	\$ 48.3440
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 157,268	\$ 165,131	\$ 173,388	\$ 182,057
		Monthly	N/A	N/A	\$ 13,106	\$ 13,761	\$ 14,449	\$ 15,171
		Hourly	N/A	N/A	\$ 75.6096	\$ 79.3901	\$ 83.3596	\$ 87.5276
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 117,056	\$ 122,909	\$ 129,055	\$ 135,507	\$ 142,283	
		Monthly	\$ 9,755	\$ 10,242	\$ 10,755	\$ 11,292	\$ 11,857	
		Hourly	\$ 56.2771	\$ 59.0910	\$ 62.0455	\$ 65.1478	\$ 68.4052	

*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 6107). Exhibit C side letter as part of the MOU for changes made to the police cadet position: cadet position

**SIDE LETTER BETWEEN THE CITY OF SAN RAFAEL AND THE
SAN RAFAEL POLICE ASSOCIATION REGARDING CANINE HANDLER PROGRAM**

Compensation

In accordance with the Fair Labor Standards Act (FLSA), the City and the Association agree that the average amount of time required for the proper care of feeding, grooming, cleaning, cleaning, and kenneling, a police canine is one half (1/2) hour per day for every day the officer has the responsibility for the dog.

All canine handlers who have an active canine will report for their regularly scheduled shift one hour later than scheduled. For example, if the canine handler is scheduled to work from 1600 to 0200 hours, the canine handler will be required to be at work and on duty at 1700 hours. This will allow the canine handlers to accrue one hour per day, four days a week, for a total of four hours a week. This is thirty minutes more than required by FLSA and will be used to compensate the canine handlers for additional canine maintenance activities as assigned by their supervisor.

Work Shifts

Officers assigned as canine handlers will work a 4-10 shift. If there are two canine handlers each will be assigned to hours (generally swing shift) that provide maximum seven day coverage. Canine handlers will rotate between shifts every four months.

Canine handlers shall receive a five percent (5%) incentive pay added to their base wage so long as they are assigned to the canine program and are responsible for their canine. Newly assigned canine handlers will be required to resign from collateral assignments as Field Training Officers (FTO) and/or SWAT. After one (1) year as a canine handler, the canine handler will be allowed to apply for collateral assignments as they open, excluding Field Training Officer. Reinstatement to SWAT after one year will be based on the officer's ability to pass the physical agility test, the recommendation of the SWAT lieutenant, and the recommendation of the canine program lieutenant.

Canine Food and Care

The City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine that has not been permanently retired.

Retirement

The Chief of Police shall have the sole authority to deem a canine permanently retired and may factor in past, present, and future veterinary costs in making the decision on whether to permanently retire the canine.

Canine Purchase

In the event the City owned canine is permanently retired, the most recent canine handler shall have the option to purchase the canine from the City for one dollar (\$1). The purchase of the canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

Removal from Program

The City may remove an employee from the canine program without providing a hearing or other due process unless the removal is for disciplinary reasons. An employee removed from the canine program under any circumstances shall no longer receive canine incentive pay. An employee removed from the program for disciplinary reasons will have appeal rights under the Public Safety Officers Procedural Bill of Rights and the MOU. Except for this specific appeal right, the parties agree that discretion for this assignment remains with the City.

City Vehicles

Canine Officers will transport their assigned police service dogs in a City of San Rafael canine vehicle during their work shifts. Canine Officers will use these vehicles normally for patrol duties. Canine Officers may only use a take-home vehicle, if any, for transportation to and from an assigned work shift or other authorized activities.

San Rafael Police Association:



Carl Huber, Police Corporal

City of San Rafael:



Anil Comelo, Human Resources Director

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE ASSOCIATION

JULY-JUNE 1, 2021-2024 - JUNE 30, 2024-2027

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LIST OF EXHIBITS

- Exhibit A Salary Schedule for [July-June 1, 2021-2024](#) – June 30, [2024-2027](#)
- Exhibit B Canine Program Side Letter

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE ASSOCIATION

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, 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-June 1, 2021-2024](#) and ending June 30, [2024-2027](#).

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 Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein.

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

1.1.2. Term of MOU

This agreement shall be in effect from [July-June 1, 2021-2024](#) through June 30, [2024-2027](#).

1.2. RECOGNITION

1.2.1. Bargaining Unit

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

New classifications developed by the City and determined to be appropriately included in the Bargaining Unit, shall be assigned a wage scale by the City. The City will forward to the Association the new classification and wage scale. The wage scale for the new classification shall then be subject to the meet and confer process.

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 preference, marital status, medical condition or 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). Nothing contained in this subsection shall limit an employee's rights under the Police Officer Bill of Rights and/or the disciplinary review and appeal procedure outlined in this MOU.

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 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.

1.5. EXISTING LAWS, REGULATIONS & POLICIES

This MOU is subject to all applicable laws.

The City agrees to meet and confer with the Association on proposed changes to policies or procedures that impact bargaining rights.

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 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 to meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2024.

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. Association representatives who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation, collective bargaining, or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services. Such employee representatives shall submit through the Police Department chain of command a written request for excused absence to the Police Chief at least forty-eight (48) hours prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

2.1.2. Release Time

Two hundred (200) 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

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 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 in this section shall not apply during periods of separation from the representative 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 Unit. The term separation includes transfer out of the Unit, layoff, and leave without pay absences with duration of more than 30 calendar days.

2.3. 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 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, 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 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 it 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 the Association agree and understand that if, in the exercise of 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 and case law interpreting said Act; 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.

2.4. COMMENCEMENT OF NEGOTIATIONS

It is mutually agreed to begin the Meet and Confer process no later than the first Monday in February, regarding the terms and conditions applicable to successor MOUs. The process will be initiated by the San Rafael Police Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

3.1.1. Pay Dates

City employees are paid twice per month on the 15th and the last working day of the month. When a holiday falls on a pay day, the pay day will be transferred to the previous day of regular business unless the Finance Division is unable to complete the payroll by that work day, in which case the pay day will be the day following the holiday. The method of the distributing payroll shall be established by the Finance Division.

During the term of this Agreement, the City may institute a change of the payroll schedule from 24 pay cycles per year to 26 pay cycles per year, providing the City gives the association six months' notice.

3.1.2. General Wage Increases

Base salary increase shall be defined as an increase to general wages, excluding any benefit increases. Salary increases for all bargaining unit positions are established based on the base hourly rates set forth in the table attached as Exhibit A and included as part of this MOU. For the term of this agreement, the following base salary increases shall be applied on the identified effective date:

- Effective the first full pay period including ~~July 1, 2024~~June 1, 2024, or the first full pay period following City Council ratification of a new MOU, whichever occurs later:
 - ~~A 1.63.0% base wage increase~~cost of living adjustment for all ~~non-sworn~~ ("miscellaneous") classifications; and the City shall eliminate Step A1 from the salary schedule. Additionally, the salary range for the following classifications, Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher, and Police Support Services Supervisor shall have an additional step added to the top of the salary range (Step F) for each position, which is five percent (5%) above Step E. All employees in the Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher and Police Support Services Supervisor classifications that have completed at least one year of service at Step E of their classification shall advance to Step F in the first full pay period after Council approves the successor MOU.
 - ~~A 4.0% base wage increase for sworn ("safety") classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.4% equity adjustment.~~
 - A 2.0% equity adjustment increase for the Police Communications Dispatcher classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Lead Communications Dispatcher classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Support Services Supervisor classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Records Specialist/Call Taker classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Mental Health Liaison classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Officer classification (5% total increase) on June 1, 2024;
 - A 2.0% equity adjustment increase for the Police Corporal classification (5% total increase) on June 1, 2024;

- A 4.0% equity adjustment increase for the Police Sergeant classification (7% total increase) on June 1, 2024; and
- All other classifications receive an equity adjustment of 1% (4% total increase) on June 1, 2024.
- Effective July 1, ~~2022~~2025:
 - ~~A 1.63.0% base wage increase~~ cost of living adjustment for all ~~non-sworn~~ (“miscellaneous”) classifications;
 - ~~A 4.5% base wage increase for sworn (“safety”) classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.9% equity adjustment.~~
 - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July1, 2025;
 - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2025;
 - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2025;
 - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2025; and
 - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2025.
- Effective July 1, ~~2023~~2026:
 - ~~A 3.04.6% base wage increase~~ cost of living adjustment for all ~~non-sworn~~ (“miscellaneous”) classifications;
 - ~~A 4.5% base wage increase for sworn (“safety”) classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.9% equity adjustment.~~
 - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July1, 2026;
 - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2026;
 - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2026;

- A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2026;
- A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2026; and
- All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2026.

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary ~~(excluding longevity pay steps)~~, maximum longevity pay available to employees with 12 or more years of experience, 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 paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

Either Party may prepare total compensation surveys in support of labor negotiations. The City will prepare total compensation surveys both with and without the employer's retirement contribution included in the computation. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.1.4. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, base hourly rates, ranges, steps and any other special circumstances or items related to the total compensation paid employees. Each position within the classified services shall be allocated to its appropriate class in the classification plan on the basis of duties and responsibilities. Each class shall be assigned a salary range or a rate established in the salary plan. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.1.5. Fair Labor Standards Act

The Parties shall continue to discuss changes to ensure the City's compliance with the FLSA. The Parties understand that the City has the management right to administer its payroll system in compliance with the law and also understand that all impacts of any resulting changes to employee compensation must be negotiated with SRPA. The City does not believe that any changes will lead to wage reductions for employees and the City will provide an offset if that occurs.

3.2. STEP INCREASES

3.2.1. Entry Level Step

All initial employment shall be at the entry level step for the base hourly pay rate as indicated in Attachment A. The City Manager or his/her/their designee may authorize, upon the recommendation of the Police Chief, a position at an appropriate higher salary when, in his/her/their opinion, it is necessary in order to obtain qualified personnel or when it appears that the education or experience of a proposed employee is substantially superior to the minimum requirements of the class and justifies beginning salary in excess of the first step. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee may be considered for a step increase in accordance with their anniversary date and the parameters of the base hourly pay rate schedule. Advancement to a higher base hourly rate within the schedule may be granted for continued improvements and efficient and effective service by the employee in the performance of his/her/their duties. Base hourly rate advancement shall be made only upon the

recommendation of the Police Chief, with the approval of the City Manager or their designee, and are not automatic, but based on acceptable work performance.

Accelerated merit performance step increases of five percent (5%) may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager.

3.2.3. *Merit Increases*

Employees at the maximum step of their base hourly pay rate may be granted a merit pay award of up to five percent (5%) above and beyond their base hourly pay rate. A merit pay award may be effective for up to one (1) year. A merit pay award when expired is not a disciplinary action and is not appealable. Merit pay awards may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

3.3. **ADDITIONAL PAY**

3.3.1. *Shift Differential Pay*

A three percent (3%) shift differential shall be paid for all represented employees regularly scheduled to work fifty percent (50%) or more of their shift after 1500 hours.

A five percent (5%) shift differential shall be paid for all represented employee regularly scheduled to work fifty percent (50%) or more of their shift after 2200 hours.

Employees assigned to work the swing or graveyard shift time periods on overtime or in accordance with Article 6.3, Shift Changes, are excluded from shift differential pay for those time periods.

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. *Court Pay*

If a police employee receives a subpoena requiring them, in the course and scope of their official employment, to appear in court or other official hearing other than during their regular tour of duty or shift of hours, they shall receive a minimum of two (2) hours pay at the overtime rate. "Other than during their regular tour of duty or shift hours" shall include vacation and compensatory time off.

The employee shall submit the required documentation (copy of subpoena and overtime slip) for all related court pay on or immediately after the actual court appearance or after date of cancellation.

If such appearance commences during the employee's regular tour of duty or shift of hours and continues beyond the normal completion time of the employee's regular tour of duty or shift of hours, then the employee will be compensated at the overtime rate for the actual time spent beyond the normal completion time of said tour/shift.

If an employee receives more than one subpoena for the same scheduled time, he/shethey will receive the minimum time frame rate only once.

The Police Department will provide appearance information for police employees. The department will be responsible for having such information available, when known, by 1800 hours. If the matter is not canceled by 1800 hours, on the court day preceding the appearance date, an employee shall receive one (1) hour pay at the overtime rate. Time spent at the appearance shall be compensated at the overtime rate.

Nothing in the provision shall be construed to mean that the Association agrees in any way to any method of “flex scheduling.”

3.3.3. Call Back Pay

Call-back pay shall be provided at one and one-half times the regular rate with a three (3) hour minimum whenever required by the Department and with the expectation that the full three (3) hours will be worked. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

3.3.4. Educational Expense Reimbursement

The Educational Expense Reimbursement Program shall apply to all employees of the Police Department represented by this contract who have completed a total of two (2) or more continuous years of full-time service with the San Rafael Police Department. The Educational Expense Reimbursement Program shall relate to the completion of college credits while off-duty for job-related courses, awarded from an accredited community college or an accredited college or an accredited university. Job-related courses are defined as those which contribute to current job performance or prepare the employee for other City positions, including but not limited to obtaining bilingual skills.

An eligible employee who takes a job-related course during off-duty hours at an accredited institution of learning (see above) shall be eligible to receive reimbursement for the costs of tuition, fees, and course materials, up to a maximum of \$1,500 per fiscal year. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of “Pass” or “C” or better.

In order for the eligible employee to qualify for reimbursement, the employee must:

- a. Chief of Police or Designee Approval – Prior to enrollment, the employee must receive the written approval of the Chief of Police (the “Chief”) or designee concerning the particular course. The decision of the Chief shall be final. To be approved by the Chief, the Chief must find that the course is job-related after reviewing the request, which briefly describes why the employee believes the course to be job-related.
- b. Reimbursement Request – Provided that the Chief finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the Chief or designee that includes a copy of the employee’s course grade, the receipts for all course expenses, and a total amount requested for reimbursement.

To ensure that the City receives adequate benefit from the increased education of the educational expense reimbursement recipients, the following table of time worked after completion of course work shall apply to all recipients who terminate employment with the City of their own volition.

Time between receiving reimbursement and termination of employment	Percentage of tuition reimbursement to be repaid to the City
Up to 12 months	100%
Between 12 months and 18 months	50%
Over 18 months	0%

3.3.5. Certificate Incentive

The Certification Incentive Program for all employees of the Police Department offers monthly payment for POST Certification as follows:

Effective ~~January 1, July 1, 2024, 2007~~ the payment for POST Intermediate or Advance Certification to Police Officer, Police Corporal or Police Sergeant shall be:

<i>Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
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Advanced Certificate	5.0% <u>7.5%</u> increase to base hourly pay rate
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Effective with the pay period start date of ~~January 1, 2007~~July 1, 2024, the payment for POST certificates for Police Communication Dispatcher, Police Lead Communications Dispatcher, or Police Support Services Supervisor ~~Dispatch Supervisor or Civilian Supervisor~~ shall be:

Public Safety Dispatcher <u>Intermediate Certificate</u>	3.0% increase to base hourly pay rate
<u>Public Safety Dispatcher Advanced Certificate</u>	<u>4.0% increase to base hourly pay rate</u>
Records Supervisory Certificate	5.0% increase to base hourly pay rate

3.3.6. Bilingual Pay

Expert Fluency Program. A ten percent (10%) pay incentive shall be paid to up to ~~ten (10)~~eleven (11) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than eleven (11) employees may be designated as eligible for the Expert Fluency Program.

Full Fluency Program. A five percent (5%) bilingual pay incentive shall be paid to up to ten (10) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than ten (10) employees may be designated as eligible for the Expert Fluency Program.

Conversational Fluency Program. Effective July 1, 2006, a two and one-half percent (2.5%) pay incentive shall be paid to up to thirty-five (35) designated bilingual employees (sworn and non-sworn). With the approval of the Chief of Police and the City Manager, more than thirty-five (35) employees may be designated as eligible for the Conversational Fluency Program.

Within the limits established in the first three paragraphs of this section, to qualify for the Expert or 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 the City will meet and confer with the Association in order to establish standards for the Expert Fluency Program with the understanding that the standards will focus on external testing and/or certification satisfactory to the Police Chief and by the City Manager. Full or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or a Fluency Certification of Completion from a departmental conversational test, or obtaining a conversational certification issued by an agency or other vendor approved by the Police Chief.

Fluency in more than one foreign language does not entitle an employee to more than one of the bilingual pay categories. Both parties agree to re-certification of proficiency every three (3) years at the department's expense and discretion to continue eligibility for the bilingual differential. The City shall provide initial certification testing and testing to advance to a higher program level each year if there are candidates who are both interested and qualified. Employees may acquire certification during the intervening periods at their own expense.

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

3.3.7. Uniform Allowance

Each of the following represented classification will receive a uniform allowance for each six (6) months of service ending June 30 and December 31 as follows:

Effective July 1, 2018

	Classification	Semi - Annual	Annual
A.	All sworn employees, Police Service Specialist	\$730.00	\$1,460.00
B.	All other represented employees	\$325.00	\$650.00
C.	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.		

3.3.8. *Special Weapons and Tactics (SWAT) Team*

Police Department personnel assigned to the Special Weapons and Tactics (SWAT) Team shall receive additional compensation amounting to two and one-half percent (2.5%) of their base hourly pay rate. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3). The City will pay for the equipment for SWAT team members, provided members obtain prior approval of the Chief of Police.

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.9. *Hostage Negotiations Team (HNT)*

Police Department personnel assigned to the Hostage Negotiations Team (HNT) Team shall receive additional compensation amounting to one percent (1%) of their base hourly pay rate. Team members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a five-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.10. *Field Training Officer (FTO)*

- a. The Police Department has established a program for selection of Field Training Officers. Field Training Officers and the Field Training Program Supervisor shall receive additional compensation amounting to two and one-half percent (2.5%) of their base hourly pay rate while assigned to the Patrol Division and shall receive an additional two and one-half percent (2.5%) while engaged in training of new Police Officers and Community Service Officers. Shift assignment will be at the discretion of the Chief of Police and based upon the needs of the Department. All other sworn personnel assigned as Field Training Officers will be paid five percent (5%) above their base hourly pay rate while engaged in training of new Police Officers and Community Service Officers.
- b. Non-sworn personnel may be formally assigned, in writing, to train employees in their new job classifications. For actual hours spent training this new employee, during the specified training period, the assigned trainer will be paid five percent (5%) above their base hourly pay rate.
- c. Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.11. *Motor Officer Pay*

Police Department personnel assigned to the following duty shall receive additional compensation amounting to five percent (5%) of their base hourly pay rate: Operation of a solo-motorcycle for more than 50% of [his/her/their](#) work month.

3.3.12. *Major Accident Investigation Team*

Tier 1 MAIT personnel on the Department's call-out list shall receive additional compensation amounting to one percent (1%) above their base hourly pay rate. All MAIT Personnel shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3)

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee.

3.3.13. Crime Scene Investigator (CSI)

Crime Scene Investigators on the Department's call-out list and the Supervisor shall receive additional compensation amounting to one percent (1%) above their base hourly pay rate. All Crime Scene Investigators shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.14. Self-Defense and Tactics (SDAT) & Firearms Instructor Pay

The Police Department has established a program for selection of Self-Defense and Tactics (SDAT) & Firearms Instructors. Self Defense and Tactics (SDAT) or Firearms Instructors shall receive additional compensation amounting to two and one-half percent (2.5%) above their base hourly pay rate. Anyone that is a Self-Defense and Tactics (SDAT) Instructor and also a Firearms Instructor will be eligible for only a total of two and one-half percent (2.5%) and not a compounded five percent (5%).

Employees shall be appointed to a three-year term beginning July 1, 2014 and may be extended on an annual basis by mutual agreement between the department and the employee. The three-year term shall not apply to Community Service Officers.

3.3.15. Detective Pay

Sworn personnel assigned to the Support Services Divisions Investigations Unit shall receive additional compensation amounting to five percent (5%) above their base hourly pay rate. Unit members shall be entitled to callback pay pursuant to the Call-Back Pay provisions of this MOU (Section 3.3.3).

3.3.16. Out of Class Pay

Police Services Specialists assigned in writing by their supervisor to work as a Communications Dispatcher shall be compensated at a rate 5% greater than the employee's current base hourly pay rate. The out-of-class increase shall be retroactive to the first day of the assignment and based on hours actually worked in the higher classification.

3.3.17. Canine Handler Pay

The parties agree to initiate a Canine Handler Program at a time to be determined by the Police Department. Officers assigned to and participating in the canine program shall receive additional compensation amounting to 5% above their base hourly pay rate subject to the restrictions stated in the attached Canine Handler Program Side Letter.

3.3.18. Hiring Incentives for Lateral Police Officers

To be eligible for the below hiring incentives, a qualified lateral police officer candidate ("Eligible Lateral Hire") must, at the time of filing the employment application: (1) be currently working for another California law enforcement agency, (2) have two years' experience as a full-time peace officer in California, and (3) possess a current California P.O.S.T. certificate. Lateral officer hires with prior full-time San Rafael Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years' separation from the San Rafael Police Department as a full-time peace officer and have met the requirements of (1) and (3) described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.

Any employee who served as a peace officer with other police agencies with no break in service immediately prior to employment with the City of San Rafael will be credited with years of sworn service in such previous employment solely for the purpose of determining vacation accruals on a prospective basis after certification of the prior years of sworn service. Any period of 30 calendar days or less when moving between agencies will not be considered a break in service.

Upon hire and commencement of work as a Police Officer with the City of San Rafael, an Eligible Lateral Hire from another law enforcement agency will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members

Upon successful completion of the field training program, as determined by Police Administration, the Eligible Lateral Hire will receive five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

Upon successful completion of the probationary period (eighteen months) as a Police Officer, the Eligible Lateral Hire will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

Upon successful completion of three complete years of City service the Eligible Lateral Hire will receive a ten thousand dollars (\$10,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

The City retains the right and exclusive authority to offer step placement above "B" Step of the Police Office salary range based on the Eligible Lateral Hire's qualifications and other factors such as current salary. The salary range placement shall be included in the conditional employment offer letter provided to the lateral officer.

Current San Rafael Police Department Employees who refer an Eligible Lateral Hire will receive an incentive of two thousand five hundred dollars (\$2,500) for hired and retained Eligible Lateral Hires. The referral incentive for current San Rafael Police Department Employees is not Compensation Earnable for Classic members nor Pensionable Compensation for PEPRA members.

Only one current San Rafael Police Officer can be identified as the referring officer for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current San Rafael Police Officer referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring San Rafael Police Officers may not receive more than five (5) referral incentives per fiscal year.

3.3.19. Longevity

Effective July 1, 2025, employees with at least eight (8) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%) above their base hourly rate of pay.

Effective July 1, 2025, employees with at least twelve (12) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%), for a total of five percent (5.0%) above their base hourly rate of pay.

With the approval of the Chief of Police and the City Manager, employees with experience as a sworn peace officer in another state may be credited with years of service toward the Longevity Pay threshold.

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 Association, Police Mid-Management, Fire Association, Fire Chief Officers Association, 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. There shall be no change to any benefits that are subject to the meet and confer process provided in this Memorandum of Understanding absent the specific, written agreement of the Association and completion of the meet and confer process.

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 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.

Effective June 1, 2024, the monthly flex dollar allowance shall be:

<u>For employee only:</u>	<u>\$ 853.48</u>
<u>For employee only and one dependent:</u>	<u>\$1,708.13</u>
<u>For employee and two or more dependents:</u>	<u>\$2,220.68</u>

Effective January 1, ~~2024~~2025, the monthly flex dollar allowance shall be:

For employee only:	\$ 781.06 <u>950.00</u>
For employee and one dependent:	\$ 1,900.00 <u>1,563.48</u>
For employee and two or more dependents:	\$ 2,032.23 <u>2,400.00</u>

Flex Dollar Increases for this MOU Term

Effective December 15, 2025 and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the

MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

~~The~~ Upon the expiration of the MOU, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of three percent (3.0%) 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~~their 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 Arrangement: An employee may elect to waive the City's health insurance coverage and receive a \$300 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 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.

4.2.2 *Retirees Health Insurance*

Employees represented by the 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. Employees hired before January 1, 2010

The City shall make a monthly 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 payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus additional cost of retiree premiums) shall be \$386 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- B. **Employees hired 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, 4.2.3b, 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.

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 annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 250 hours of sick leave after the conversion.

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. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- b. **Dependent Care Spending Accounts:** Dependent care expenses that qualify under the IRS Code at the IRS Code limit. Employees are responsible to pay the monthly administrative fee and any increase established by the third-party administrator.
- 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 an annual enrollment period and each employee must re-enroll annually for either plan noted in Section 4.2.3. a. and/or b.

4.3 PERS HEALTH INSURANCE BENEFITS

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.

4.4 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective coverage (80/20) per eligible patient per calendar year, 80/20 cost sharing for cast, crowns and restorations, and orthodontic coverage (50/50) within the limits prescribed in the Group Plan document. The City shall continue the current or comparable program and shall pay any increased premium rate increases from date of the increase for the term of this MOU

The maximum benefit amount is \$1,500 per person per Calendar Year.

4.5 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.

4.6 LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT

Effective January 1, 2010, the City shall be responsible for paying 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 \$5,000 life insurance and a \$5,000 AD&D benefit.

4.7 LONG TERM DISABILITY POLICY

An employee shall have the option to fund a PORAC Long-Term Disability policy with after-tax income. In lieu of the City sponsored LTD plan, the City will pay an annual \$100 lump sum payment minus applicable taxes to each employee. This lump sum payment will be made in the first pay period in December of each year of this MOU.

4.8 RETIREMENT

4.8.1 Retirement 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 "PEPRA" ("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 City of San Rafael acknowledges that under its current practice, the employee's share of their retirement contribution is deducted with pretax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

4.8.2 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 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.

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~~their retirement or some other period designated by the retiring employee.

Non-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% @ 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~~their retirement or some other period designated by the retiring employee.

4.8.3 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 member's 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).

4.8.4 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.

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 a privilege, which an employee may use at the employee's 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~~their daily duties. Every employee who is absent from ~~his/her~~their duties for two (2) consecutive work days shall file with the Human Resources Director should ~~he/she/they~~ so request, a physician's certificate or the employee's personal affidavit stating the cause of the illness or disability. 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.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of eight (8) hours per month commencing with the date of employment (accrual pro-rated for P/T employees). Unused sick leave may be accumulated with no limit. A cap of twelve hundred (1200) hours shall be in effect for sick leave separation payoff purposes only.

5.1.3 Use of Sick Leave

An employee eligible for sick leave with pay will be granted such leave with the approval of the Chief of Police for the following purposes:

1. Personal illnesses or illness within the immediate family (immediate family is defined as: employee's spouse or registered domestic partner, dependent children grandchildren, siblings, and/or employee's parents or parent(s)-in-law), or physical incapacity resulting from causes beyond the employee's control; or,
2. Enforced quarantine of the employee in accordance with community health regulations; or

3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn police 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 has 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's Marin County Employee's Retirement System, on or after January 1, 2003, 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).

Note: Refer to Section 5.1.2, Sick Leave Accrual, for sick leave cap limitation for payoff purposes.

5.1.6 Compensation for Unused Portion

Upon separation from employment, 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%).

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted each eligible employee. 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 are prorated) shall commence to accrue vacation at the following rate for continuous service:

Vacation Accrual chart:

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER MONTH
1 - 3 years	80 hours	6.66 hours
4 - 10 years	120 hours	10 hours
11 - 15 years	160 hours	13.34 hours
16 + years	200 hours	16.68 hours

When an employee is on an approved leave without pay, vacation accrual is prorated based upon paid hours in the pay period.

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.

The time at which an employee may use their accrued vacation leave and the amount to be taken at any one time shall be determined by the employee's Chief of Police 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.

Upon termination, an employee shall be compensated in cash at their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap.

5.2.4 Vacation Sign-up

Vacation sign-ups shall occur every six months during the designated shift rotations as outlined in Section 6.1.2 of this MOU. Employees will sign up for vacation based on seniority within their assigned work unit using the Vacation Sign-Up Roster. Employees who do not sign up during shift rotation will be able to sign up for vacation beyond the traditional shift sign up period only if the desired week(s) are open and available.

Employees may take a single vacation day only if the following criteria are met:

1. The single day vacation is selected 120 hours prior to the date to be taken.
2. The single vacation day does not cause the employee's assigned shift to go below the minimum staffing requirements.
3. The single vacation day may be denied between 120 and 71 hours in advance of the date to be taken if staffing is projected to fall below minimum staffing requirements due to additional employees using sick leave, comp time or for specific department needs.
4. If there are schedule changes due to additional employees using sick leave, comp time or other causes between 70 hours and the date to be taken, the department will honor the employee's single vacation leave request and allow the employee to use the single vacation day.

The Parties agree to discuss the vacation sign-up process (Section 5.2.4) and CTO (Section 6.2.2) during the term of this Agreement. The Parties must mutually agree to any changes to either or both sections.

5.2.5 Vacation Cap

No employee may accrue more than 250 hours of 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 from date of approval.

5.2.6 Vacation Cash-In

Vacation Conversion: An employee is eligible to request a conversion of vacation time to a cash payment in May or November in any fiscal year in accordance with the following:

An employee who has taken at least ten (10) days of vacation in the preceding twelve (12) months and has accrued vacation during that time may request up to seven (7) days of vacation conversion. Such requests may be granted at the discretion of the City Manager.

If the request is granted, May requests will be paid in the last pay period in June and November requests will be paid in the last pay period in December. Employees cannot cash in more than seven (7) days of vacation in any one twelve (12) month period.

5.3 HOLIDAYS

The following thirteen (13) holidays will be observed:

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

All represented employees in the Police Department shall receive straight time compensation for every holiday worked or which falls on a regularly scheduled day off in each given year, which all other employees receive as time off. Said compensation shall be during the pay period that the holiday occurs. In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

5.4 OTHER LEAVE

5.4.1 Bereavement Leave

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parent-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 for each death of a family member. The five days may be taken intermittently but must be used within three (3) months of the date of the family member's death.

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.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

5.4.2 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.

5.4.3 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 Police Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.4.4 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.

5.4.5 Industrial Injury Leave

For benefits under Workers Compensation, an employee should report any on the job injury to [his/her/their](#) supervisor as soon as possible, preferably within twenty-four (24) hours. The Human Resources' office coordinates benefits for Worker's 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 Worker's 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.

NON-SAFETY EMPLOYEES

Temporary disability payments (TD) are made to all employees (full and part-time) when a physician reports an employee is unable to perform their job duties due to an industrial injury and the City cannot accommodate the restrictions mandated by their physician. TD is set by State law and is approximately two-thirds of full salary with state-mandated minimums and maximums. For full-time, regular employees, however, the City augments disability payments to bring them to full salary for the first three (3) calendar months and to $\frac{3}{4}$ pay for the next 6 months. Compensation leave payments shall not exceed the employee's regular full pay for the first three (3) calendar months and three-fourths ($\frac{3}{4}$) of the regular full pay for the following six (6) calendar months.

All other employees shall be entitled to such compensation as may be allowed them by the Worker's 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.

Sick Leave Usage Post Industrial Injury/Illness

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:

- The employee has reached maximum medical improvement and/or has been determined "permanent and stationary."
- 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, next steps would include:

- The interactive process; attempt to locate other appropriate employment within the City
- If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.6 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.

5.4.7 *Absence without Authorized Leave*

An unauthorized absence of an employee for three consecutive workdays shall constitute grounds for termination.

5.4.8 *Catastrophic Leave*

All employees of the Police Department should refer to City-Wide Catastrophic Leave Policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>).

5.4.9 *Paid Parental Leave*

Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Police Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

Benefit and Use:

1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.

2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.

3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.

4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

5. PPL shall be used in a block of continuous time or on an intermittent basis or reduced schedule. For the purposes of this article, a reduced schedule is anything less than a full shift. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.

6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.

7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.

8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of State Disability insurance (SDI) or Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Police Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

Additional Restrictions:

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee may only use these leaves in increments of a full shift.
- Unless there is specific approval by the Police Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for City paid holidays and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to

bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.

- If the department is operating with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

5.4.10 Paid Parental Leave

Eligibility:

Effective July 1, 2024 any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.

2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.

5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.

7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK/FLSA WORK PERIOD

The work period for personnel assigned to patrol is pursuant to a 21-day Section 207(k) of the FLSA, which begins and ends at 5:00 a.m. shift change. The work period for all other personnel is seven days, Sunday through Saturday of each calendar week, starting at midnight on the first day of the period and ending one minute before midnight on the last day of the period. An employee's normal total number of work hours per year shall be 2080 hours.

The parties may reopen negotiations during the term of the Agreement to negotiate the City's administration of a new payroll system and/or changes made to comply with a 28-day FLSA work period. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

6.1.1 Alternate Work ~~Weeks~~Schedules

Both parties agree that at the discretion of the Police Chief, alternative work schedules which include a total of 2,080 annual working hours, if mutually agreed to, may be implemented for designated periods of time for all represented employees for the lifetime of this MOU; any new alternative work schedule established during the term of this MOU shall initially be established on a six-month trial basis. During the trial period if there is a significant increase in overtime costs attributable to the trial plan, or significant increases in sick leave usage or workers compensation claims or reduced staffing due to injuries, illness, or vacancies, the department may opt to stop the trial alternative work schedule.

For illustration and definition purposes the following chart is prepared:

Schedule	Definition
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.
3-12	The standard work period will consist of 156 hours of work in a 28-day period, broken into thirteen (13) twelve (12) hour days. The standard work cycle consists of working alternately, three (3) consecutive days in a seven-day period, then four (4) consecutive days in a seven-day period. Each member will be given an extra twelve (12) hour day off during each 28-day period to ensure that no more than thirteen days are worked. This extra day off may be different for each employee on a given team to ensure adequate daily staffing. This extra day off will coincide with the employees' regular days off. As a result of working 156 hours in each 28-day period instead of the standard 160 hours, each member will owe the City 4 hours. The City and the Police Association agree to allow each member to bank these 4 hours for three 28-day periods, for a total of twelve (12) hours. Each member would be required to pay back these hours by working a scheduled day off selected by the Department. The scheduled pay back would be for training or other assignments as required by the Department.
4-4	Four (4) consecutive ten (10) hour days with four (4) consecutive days off. Each employee will work three-hundred twenty (320) hours of work within an eight-week cycle.

The following Alternative work schedules are currently being used:

PATROL:

The shifts listed are basic shifts that must be filled in order to meet the minimum staffing levels. If an officer filling one of those shifts is absent for a period of a week or longer, another officer may be required to change shifts to fill the vacancy in accordance with the existing provisions of the MOU regarding changes of assignments.

The rosters anticipate a minimum of twenty-seven officers being assigned to patrol in a duty status in the indicated shifts. In the event twenty-seven officers are not available, the department may opt to return to five eight-hour shifts per week for all patrol officers.

It is the department's intent to match staffing levels with calls for service. If calls for service change, the department may alter the hours of shifts to meet the change.

DETECTIVES:

A 4-10 or 5-8 plan for all detectives with the approval of the Bureau Commander.

FRONT OFFICE:

A system combining 5-8/4-10 for all front office Records Clerks.

COMMUNICATIONS DISPATCHERS:

1. Alternate Work Schedules for Communications Dispatchers include a 4-4 plan, a 4-10 plan or a 3-12 plan. Depending on department needs, some dispatchers may be assigned to work a 4-4 schedule while others may be assigned to a 4-10 schedule or a 3-12 schedule.
2. Under the 3-12 plan, Dispatchers will be required to work the following three-week schedule: Week 1 - three (3) 12-hour days; Week 2 - three (3) 12-hour days; and Week 3 - four (4) 12-hour days. The fourth 12-hour day in Week 3 is to be determined by the Division Captain and Dispatch Supervisor as part of the rotation schedule.
3. Overtime shall be earned in accordance with the FLSA, meaning that: a) only actual work hours are counted toward overtime; b) only actual work over 40 hours in the City's workweek are paid pursuant to FLSA requirements; and c) all actual work over 40 hours in the City's workweek will be paid at a rate of 1.5 times the individual employee's regular rate of pay.
4. Non-FLSA overtime will also be earned if a Dispatcher on a 3-12 schedule works over ~~his or her~~their scheduled work day or work week (e.g. more than 12 hours on a single day or more than 36 hours in a work week where the employee was scheduled to work three (3) 12-hour shifts, or more than 48 hours in the work week in which the Dispatcher is scheduled to work four (4) 12-hour shifts). The City will use the premium portion of any non-FLSA overtime premium pay due in any specific workweek to offset any FLSA overtime premium due in the same work week.

The 3-12 Alternate Work Schedule will not have any impact on holiday pay, sick, and vacation accrual rates. However, any holiday, sick, and vacation days off will be deducted for the number of hours scheduled to work, i.e. a sick day under the 3-12 plan will result in the deduction of twelve (12) hours of sick time.

6.1.2 Shift Rotation

Both parties agree that at the discretion of the Police Chief, the starting dates for the rotation, if mutually agreed to, may be changed for a designated rotation for all represented employees for the life of this MOU.

For members of the Patrol Bureau and Information Services Bureau, the spring rotation shall begin on the Sunday nearest the 15th of March and the fall rotation shall begin on the Sunday nearest the 15th of September. If the members of the Patrol Bureau or Information Services Bureau are working a 3-12 schedule, which operates on three-week cycles, then the Spring rotation shall begin on the Sunday nearest to the 15th of March following a completed three-week cycle and the Fall rotation shall begin on the Sunday nearest to the 15th of September following a completed three-week cycle.

Sergeants assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Sergeants. Probationary Sergeants shall be assigned at the discretion of the Division Captain, and any remaining open Sergeant slots shall be filled by seniority, within rank.

Corporals assigned to Patrol may select their shift by seniority, within rank. This paragraph shall not apply to probationary Corporals. Probationary Corporals shall be assigned at the discretion of the Division Captain, and any remaining open Corporal slots shall be filled by seniority, within rank.

Officers assigned to Patrol and not on probation may select their shift by seniority, within rank. This paragraph shall not apply to probationary Officers. Probationary Officers shall be assigned at the discretion of the Division Captain, and any remaining open Officer slots shall be filled by seniority, within rank.

Police Call Taker & Records Specialists work group working in the Records Unit will have the option to rotate three times per year: on the Sunday nearest the 15th of January; on the Sunday nearest the 15th of May; and on the Sunday nearest the 15th of September. This will begin at the September 2011 rotation. This practice will be at the discretion of the Chief of Police.

6.1.3 Patrol Briefing

Patrol briefing periods will be conducted within Patrol employees designated shifts.

6.1.4 Employee Break and Meal Periods

Employee break and meal periods are as follows:

Uniformed Patrol employees: One 15-minute break in first half of shift and one 45-minute meal period as scheduled and approved by the designated supervisor.

All other employees: One 15-minute break to be taken in the first half of the shift, one fifteen-minute break to be taken in the second half of the shift, and one 30-minute meal period as scheduled and approved by the designated supervisor. Combination of meal and break period must have prior supervisory approval.

No changes will be made in break and meal periods that would alter an employee's regularly scheduled working time without the advance approval from the employee's supervisor.

Break and meal periods are paid time and, as such, departmental needs will take priority. In the event that work demands preclude an employee from taking ~~his or her~~their break, and/or meal period, the employee will not be eligible for overtime compensation.

6.2 OVERTIME

6.2.1 Overtime

All represented employees who work overtime shall on forms provided by the Police Department designate whether they want the time accrued as compensatory time (C.T.) or paid as overtime at the rate of time and one-half. After initial selection (O/T pay vs. C.T.) if an employee wants to convert compensatory time to cash, or vice versa, the employee must submit a written request to the Police Chief and approval shall be at the discretion of the Police Chief.

Employees may accrue up to 200 hours of compensatory time at any time. Employees may use up to 120 hours of comp time each calendar year. Employees may take an additional 80 hours of comp time for the remainder of the year, however those 80 hours will fall under the single day vacation guidelines. Employees who have a comp time balance in excess of the 200-hour cap will receive pay in lieu of continued carrying of these hours from the City on the next available pay check. At the end of the calendar year, any unused accrued comp time may be carried over to the next calendar year and said balance would affect the employees' ability to accrue additional comp time.

Before any Sergeant will be allowed to work an overtime shift replacing a beat officer, the overtime opportunity shall be posted for forty-eight (48) hours to allow officers to sign up. Only if officers fail to sign up, or the need to replace a beat officer arises with less than forty-eight (48) hours' notice, will sergeants be given the opportunity to work overtime in place of an officer/corporal. This restriction shall not apply to special events or foot beat duty.

Both parties agree that any changes in the overtime provisions of this MOU are subject to the meet and confer process.

All entry-level probationary employees shall not be allowed to accrue and bank any compensatory time until they have successfully completed their training program. Any overtime worked during their training program shall be paid at time and a half. This section does not apply to any employee that is promoted within the police department, and due to that promotion, is required to complete a training program. Promoted employees may elect to accrue and bank compensatory time or have such time paid at time and a half.

6.2.2 Requests for Compensatory Time Off

In the event that the granting of a request for compensatory time off creates one or more vacancies which bring the shift below the minimum staffing level or which otherwise needs to be filled, then the current practice will be utilized as follows: The supervisor will post the vacant slot(s) to be voluntarily back-filled with overtime. If one or more vacancies still exist then the supervisor will 1) assign personnel from the previous shift to hold over at the overtime rate, and/or 2) assign personnel from the following shift to report early at the overtime rate, and/or, in civilian work units, 3) assign personnel to work on their day(s) off.

All employees shall be granted compensatory time off when submitted at least 72 hours in advance of the requested time off. If an employee makes a request for compensatory time off with less than 72 hours advance notice and this request does not bring the shift below one above minimum staffing, then the employee shall be granted the time off. If the granting of the request would bring the shift to minimum staffing then the granting of the request would be at the discretion of the Police Chief or his designee.

Any comp time requests after an employee uses 120 hours in a calendar year will fall under the pre-existing single day vacation guidelines. Employees may take up to 80 hours of additional comp time only if the following criteria are met:

- The comp time is selected 120 hours prior to the date to be taken.
- The comp time does not cause the employee's assigned shift to go below the minimum staffing requirements.
- The comp time may be denied between 120 and 71 hours in advance of the date to be taken if staffing is projected to fall below minimum staffing requirements due to additional employees using sick leave, comp time or for specific department needs.
- If there are schedule changes due to additional employees using sick leave, comp time or other causes between 70 hours and the date to be taken, the department will honor the employee's comp time leave request and allow the employee to use the comp time.

6.3 SHIFT CHANGES

Changes in the days or hours of the regular work schedule of an employee shall entitle such employee to be additionally compensated at one-half (1/2) their hourly pay rate for each hour worked outside their regular schedule unless the City has given the employee a minimum of seven (7) full days (or 168 hours) advance notice of such a change. No advance notice to employees by the City of shift change shall be required and no additional compensation shall be paid when shift changes occur as a result of work related emergencies, i.e., multiple sicknesses, disabilities or injuries; an unplanned for vacancy or shortage occurring less than seven days in advance of the shift change if the employee is given a minimum of twelve hours advance notice or at the specific request of an employee. If a shift change is due to work related illness or accident, it shall be considered an emergency and no overtime will be paid.

Vacancies of less than one workweek will be filled by overtime rather than shift changes.

This section shall not apply to personnel shortages arising from mutual aid requests, states of emergency declared by the Mayor, Board of Supervisors, Governor or the President or unplanned for critical incidents or situations of more than twenty-four hours duration.

6.4 PROBATIONARY PERIOD

6.4.1 Purpose of Probation

After passing an examination and accepting appointment, 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.

6.4.2 Length of Probationary Period

The probationary period on original appointments shall be eighteen (18) months. The probationary period on promotional appointments shall be twelve (12) months for internal promotions from:

- Police Officer to Police Corporal
- Police Corporal to Police Sergeant
- Dispatcher to Lead Dispatcher
- Lead Dispatcher to Dispatch Supervisor
- Records Specialist/Call Taker to Records Supervisor

All other internal promotions shall be subject to an eighteen (18) month probationary period.

6.4.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Appointing Authority without the right of appeal; except as otherwise provided for by the Public Safety Officers Bill of Rights Act, Government Code 3300, et.seq. for sworn officers, and as provided for in applicable existing case law concerning appeal rights/remedies of probationary employees.

6.4.4 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.

6.4.5 Notification of Rejection or Extension

Upon determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of [his/her/their](#) intention to terminate the employee.

After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of the extension or rejection.

6.4.6 Regular Status

Regular status shall commence with the day following the expiration date of the probationary period.

6.4.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a higher position classification provided the employee is certified from the appropriate Eligible 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.

6.4.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass the promotional probationary period shall be reinstated to the position in which the employee held regular status prior to [his/her/their](#) promotion. 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.

6.5 PERSONNEL RULES & REGULATIONS

Both parties agree to the most updated Personnel Rules and Regulations that exist on July 1, 2011 for the purposes of this agreement, which are available on the City's intranet website. In the event that conditions appear in both the Rules and Regulations and the MOU, the MOU prevails.

6.5.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.5.2 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, sale, use, 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 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 7.3.2 of the Memorandum of Understanding.

6.5.3 Outside Employment Policy

All employees of the Police Department should refer to City wide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.5.4 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.

6.5.5 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.

6.5.6 Medical Standards

Attachments to the City of San Rafael's official job class specifications have been developed by Rehab 90 to describe the activity and frequency of the activities performed by the employee in the course and scope of their job classification. These descriptions are available for review by the employee's treating physician to assist the physician in determining whether the employee is able to return to [his/her/their](#) job after an absence due to an injury or illness.

6.5.7 Temporary Light Duty Policy Statement

The purpose of this temporary light duty program is to minimize the losses 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. Light duty assignments will be structured so that employees are not placed in a duty status that would aggravate or incur an injury or illness. Light duty assignments are to be limited to temporary periods and are not to be used to create a permanent light 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 light duty program.

2. **Determination/Required Reports**

- a. Light 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 light 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 light duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current light duty assignment or to determine when to commence a light duty assignment.

3. **Light Duty Assignments - Definitions/Restrictions**

- a. Light duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Light duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Light 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, light 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 light duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- e. Specific light 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 light 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 light duty assignment work hours and workweek. 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 light duty employee. If the employee is assigned to work hours on a work holiday, so shall the light duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
- b. Employees assigned to light 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~~their classification.

6.5.8 Reinstatement

Reinstatement after resignation shall be considered as new employment. Reinstatement may only be made upon request to the Police Chief if the individual has:

- 1. Left City service within the prior twenty-four (24) months.

and

- 2. Left City service in good standing. Good standing shall be defined for the purposes of reinstatement as: "The employee having provided in writing to the Department two weeks' notice of their resignation".

6.6 MISCELLANEOUS

6.6.1 *Gratuities / Solicitation of Contributions*

All employees of the Police Department should refer to Departmental General Orders for the policy and procedures related to gratuities/solicitation of contributions.

6.6.2 *Return of City Equipment*

Upon termination of employment, all City property assigned to an employee shall be returned to the employee's supervisor.

6.6.3 *Political Activity*

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

6.6.4 *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 Bureau or shift where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

6.6.5 *Labor / Management Advisory Meetings*

During the term of the Agreement, the City and the Association agree that consultation meetings may contribute to improved employer-employee relations.

The committee shall be comprised of three (3) representatives from the San Rafael Police Association and three (3) from City Management. The parties agree that committee members may change depending on the subject matter.

Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda and the receiving party shall acknowledge and confirm the date, time and location of the requested meeting.

6.6.6 *Gym Membership 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.

6.6.7 *Public Safety Center Fitness Program*

PURPOSE AND SCOPE:

The purpose of this policy is to establish guidelines for employees utilizing the Public Safety Center (PSC) fitness facility. The Department requires all those electing to use the PSC fitness facility to adhere to the conditions and policies as described in this policy. Persons who do not meet the conditions as described in this directive will be deemed to be engaging in activities outside the scope of their employment, and the City shall not have any liability for injuries or losses resulting from such activities. The City will not accept responsibility for injuries incurred as a result of recreational exercise/activities or competitive events.

PROCEDURES:

It is the position of the City to encourage a high level of physical fitness among police personnel. To assist employees in achieving this goal, the Department has implemented an on-duty work-out policy for all San Rafael Police employees.

A. On-Duty Participation:

1. On-duty participation is defined as one hour of on-duty time, a maximum of two days per workweek, for the purpose of exercise.
 - i. This time includes: 10 minutes to change, 40 minutes to exercise, and 10 minutes to shower and change.

B. Exercise time and use of the PSC fitness facility may not begin until the Waiver and Release of Liability form has been read, signed, and filled out for all employees.

C. Part-time employees may exercise in the PSC fitness facility during off duty time only.

D. Use of the Public Safety Center fitness facility by Participants:

- 1) All personnel, regardless of assignment, may use the PSC fitness facility for workouts between the hours of 0700hrs to 2200hrs.

- 2) No more than one (1) on-duty employee from each workgroup will be allowed in the PSC fitness facility area at one time. For example, one officer, one dispatcher, one detective at a time.
 - 3) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
 - 4) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- E. The PSC fitness facility is the only approved and authorized on-duty work out facility:
- 1) On duty exercise must take place within the PSC so employees can remain available for emergencies or return to their duty assignment in the event exigencies arise. Employees must be prepared to change into uniform without undue delay if necessary.
 - 2) The PSC fitness facility is located on the second floor. This area is close to the sleeping quarters of the firefighters and police employees should respect the shared area appropriately.
- F. Provisions of the on-duty exercise policy that are specifically related to personnel assigned to Patrol are as follows:
- 1) On duty exercise time shall be utilized in lieu of a meal break. Personnel participating in an on-duty work out will remain personally responsible for sustenance in their vehicle as time permits in the balance of their workload.
 - 2) On-duty exercise time is approved by the Watch Commander or his/ her designee only when the shift is above minimum staffing. Due consideration must be given to staffing and activity levels. Exercise time may be canceled at the discretion of the Watch Commander (or designee). The Watch Commander's decision regarding on-duty exercise cannot be grieved.
 - 3) No more than one (1) employee from patrol may exercise on-duty at any given time. When on-duty, there shall only be one (1) on-duty patrol officer in the workout room at a time.
 - 4) A police radio shall be audible inside the PSC fitness facility any time patrol personnel are exercising. Patrol personnel shall respond to their call sign when called from communications.
 - 5) Participants assigned to patrol wishing to use on-duty time for exercise must request the desired time at the beginning of the shift. Requests may also be made a shift in advance. Seniority will be used to determine exercise times.
 - 6) Reports and calls for service have priority over exercise time. No work-related assignments should remain pending while working out unless they can be completed in a timely manner without incurring overtime,
 - 7) Personnel participating in on-duty workouts shall not be permitted to do so in conjunction with briefing at the beginning of their shift or proximate to the completion of their shift. On-duty workouts may only take place at the direction and with approval of the Watch Commander (or designee).
 - 8) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 9) During Field Training, neither the Field Training Officer (FTO) nor the Officer in Training (OIT) may utilize the PSC fitness facility on-duty.
- G. Employees are required to immediately report any injuries or serious illnesses while using the PSC fitness facility to their supervisor:

H. Miscellaneous provisions of the on-duty exercise policy:

- 1) No exercise program hours will be carried over from one day to the next.
- 2) Performance issues, at the discretion of the Chief of Police, may be the basis for an individual being denied permission to participate in on-duty exercise.
- 3) Break periods (rest breaks) cannot be used to extend exercise time.
- 4) The provisions and implementation of this on-duty exercise policy will not be subject to challenge or grievance by employees.

INJURIES OR SERIOUS ILLNESSES:

Employees are required to immediately report all injuries or serious illnesses that require medical attention. Following such an injury, exercise privileges will be suspended immediately until further notice. Determination of when an injured participant may resume exercise activity will be at the discretion of the Chief of Police or [his/her/their](#) designee following a complete review of the injury report. This determination will be based on the nature of the injury and the health/fitness needs of the individual.

- a) An injured employee may be required to submit a memo detailing their injury/illness and obtain clearance in writing from the attending physician prior to resuming exercise activities.
- b) Once cleared to resume physical fitness activities, the injured participant will follow the exercise prescribed without deviation. Deviation from the prescribed exercise program may result in disqualification from using the PSC fitness facility on-duty and off-duty.
- c) Those participants whose injury/illness requires a "light duty" status may use the PSC fitness facility following a clearance by their attending physician. Exercise activity will be limited to the fitness program prescribed.
- d) Failure to immediately report any injury or illness resulting from working out in the PSC fitness facility may result in loss of facility use privileges both on and off duty.

OFF DUTY EXERCISE BY EMPLOYEES:

Employees may use the PSC fitness facility during their off-duty time under the following guidelines:

- a) Must read, sign, and submit the Waiver and Release of Liability form, which must then be authorized by the Chief of Police.
- b) Exercise sessions are on off-duty time only and there is no limit to how many times one can use the facility.
- c) Follow all safety rules.
- d) Follow all guidelines as described in this policy.
- e) Only SRPD employees are allowed to use the facility.

GENERAL SAFETY RULES:

- a) Proper warmup and cooldown activities are to be performed before and after weight training and cardiovascular workout sessions.
- b) All safety stops and mechanisms on exercise equipment must be properly adjusted before each use.
- c) All weight plates must be removed from the lifting bar and returned to the proper storage rack immediately after use.
- d) Proper athletic footwear and shirts must be worn while exercising in the PSC fitness facility.

- e) All injuries or exercise equipment needing repair should be reported to the Watch Commander immediately.
- f) Spotters are required for all heavy lifting. If no spotters are available, no heavy lifting will be allowed.

PROGRAM LENGTH:

- a) This will be a pilot program for six (6) months. At the end of the six months, the program will be evaluated by the Chief of Police to determine if the program should continue and/or be modified.
- b) If at any time during the program the Chief of Police determines that it is detrimental to the functioning of the department, the Chief may cancel the program. The Chiefs decision to cancel the program will not be subject to challenge or grievance.

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

The Police Chief or designee may demote an employee when the following occurs:

- A. The employee fails to perform [his/her/their](#) 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/they](#) does not possess the minimum qualifications.

When the action is initiated by the Police Chief, 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 Director. 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 Police Chief or designee may suspend an employee from a position at any time for 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 the City service in good standing shall file with [his/her/their](#) 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 Police Chief and Human Resources Department.

7.2.2 Termination - Layoff

The Appointing Authority may terminate an employee because of changes in duties or organization, or abolition of position, or 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 the City services 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 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, transfer for purposes of punishment, and written reprimand.

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 refusal to accept overtime, 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-prescribed 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 toward 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. Misuses 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.

7.3.2 Appeals

If an employee believes ~~he or she~~they has been unjustly disciplined/discharged, ~~he or she~~they shall have the right to appeal ~~his or her~~their case through the appropriate procedure. A transfer for purpose of punishment not resulting in economic loss and a written reprimand shall only be appealable up to the level of the City Manager or "~~his/her~~their designee and not eligible for arbitration. Discharge/dismissal, demotion, reduction in salary, suspension resulting in loss of pay, and transfer for purposes of punishment resulting in economic loss shall be appealable up to the level of arbitration. Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of receipt of the notice of discipline/discharge letter and unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (Appellant) may request the appeal be heard by 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, and to the extent possible for both parties the selection of the arbitrator should be made within 60 days of the request for arbitration. 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 mutually acceptable Arbitrator's schedule does not so permit. The Arbitrator shall hear each party's case as presented during the hearing and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. 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.

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~~they has a grievance may discuss ~~his or her~~their complaint with the top management official in the Police Department or with such subordinate 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~~their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which ~~he or she~~they 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 has 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 (see Section 7.4.4).

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 at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance by written notice to the City Manager. 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 Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within sixty days of the selection of the Arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, and the arbitrator shall render a decision, within sixty days of the completion of the hearing unless the Arbitrator's schedule does not so permit, which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.4.5 No Abridgement of Other Rights of Appeal

The provisions of this grievance procedure shall not abridge on rights granted to employees under the City Charter or City ordinances, resolutions, rules and regulations providing other procedures for resolving disputes, except that an employee may not submit a grievance to an arbitrator in accordance with this grievance procedure if the employee has elected to use another procedure available under the City Charter or City ordinances, resolutions, rules and regulations for the resolution of ~~his or her~~their grievance.

If an employee feels ~~he or she~~they has been unjustly discharged/disciplined, the employee shall have the right to appeal ~~his/her~~their case pursuant to Section 7.3.2. Such appeals must be filed in writing within five (5) working days from date of receipt of the notice letter of discharge/discipline and unless so filed the right of appeal is lost, but, in the event that the dispute is carried to arbitration and that such employee is found to have been properly discharged/disciplined under the provisions of Article 7.3, such employee may not be ordered reinstated and no penalty may be assessed upon the Employer. 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.

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 agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by side letter to the MOU.

7.4.6 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

7.4.7 Matters Excluded from the Grievance Procedure of the Memorandum of Understanding

In those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Personnel Ordinance, or the Personnel Rules and Regulations which are adopted pursuant to the City Charter, the appeal procedures contained therein shall be utilized.

7.5 POSITION RECLASSIFICATION

Reclassification of positions covered by this MOU shall be in accordance with the City's Reclassification Policy available on the City's Intranet website.

7.6 REDUCTION IN FORCE

7.6.1 Notice

Employees designated for layoff or demotion due to a reduction in force shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of termination or demotion. The employee organization shall also be so notified.

7.6.2 Order of Layoff

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being rehired 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 Eligible List as hereinafter specified.

7.6.3 Re-Employment Eligibility List

The Re-employment Eligible List shall consist of the names of employees and former employees having probationary or permanent status that was laid off in that classification. The rank order on such list 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.

Employees who did not complete their probationary period prior to being laid off; if re-employed must complete their probationary period. The employee may petition to the Police Chief for early release from this probationary period.

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 Eligible List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

SAN RAFAEL POLICE ASSOCIATION:

CITY OF SAN RAFAEL:

Peter Hoffmann
Lead Negotiator

Tim Davis, Lead Negotiator
Burke Williams & Sorensen

~~Zachary Brickell~~ Michael Mathis
SRPA President

~~Sylvia Gonzalez-Shelton~~ Nicholas Biss
~~HR Operations Manager~~ Principal HR Analyst

~~Mark Wilkinson~~ Lynn Murphy
SRPA Representative

~~Thomas Wong~~
Analyst

Blake Delzell
SRPA Representative

Date

Date