



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office/Human Resources

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City Manager Approval: 

Marissa Sanchez, Human
Resources Director

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL FIRE CHIEF OFFICERS’ ASSOCIATION (SRFCOA)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIRE CHIEF OFFICERS’ ASSOCIATION (SRFCOA), BEGINNING 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 Fire Chief Officers’ Association (SRFCOA) beginning June 1, 2024, and ending June 30, 2027.

BACKGROUND:

The San Rafael Fire Chief Officers’ Association (SRFCOA) represents 3 sworn employees in the San Rafael Fire Department. The most recent Memorandum of Understanding (“MOU”) for SRFCOA will expire on June 30, 2024. Representatives of the City and SRFCOA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRFCOA signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRFCOA membership ratified the proposal on May 29, 2024.

The City’s negotiations were informed by the following:

- Fiscal Sustainability and Predictability
 - Revenue Assumptions
 - Expenditure Assumptions
 - Inflation and recession predictions
- Three-year MOUs
- Recruitment and Retention of Employees
 - Vacancy and Attrition Rates
 - Hard to fill job classifications

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Compensation of Comparable Agencies as Specified in the Current MOU
- Internal Equity and Compaction

ANALYSIS:

As noted previously, the City’s negotiations were informed by compensation by comparable agencies as well as internal equity and compaction. As specified in the SRFCOA MOU, the City prepared a compensation survey for the rank of Battalion Chief. The survey included wages and benefits as of December 2023, and the analysis concluded the total compensation (excluding retirement) for Battalion Chiefs was 11.25% less than comparable Bay Area agencies.

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

- 1. Term of the Agreement:** June 1, 2024, through June 30, 2027
- 2. Salary Increase (Article 3.1.1):** 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.
 - Year 1: 3.00% general salary increase and a 3.55% equity adjustment (6.55% total increase)
 - Year 2: 3.00% general salary increase and a 3.00% equity adjustment (6.00% total increase)
 - Year 3: 3.00% general salary increase a 2.5% equity adjustment on July 1, 2026 (5.50% total increase), and a 1.00% equity adjustment on January 1, 2027

The salary schedule included in the attached MOU authorizes the proposed new salary range for SRFCOA.

- 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	\$ 825.69	\$ 124.31	\$ 950.00
Employee +1 dependent	\$ 1,321.09	\$ 578.91	\$ 1,900.00
Employee + Family	\$ 1,717.44	\$ 682.56	\$ 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 SRFCOA 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. **Bilingual Pay (Article 3.4.4):** Includes 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 \$250.00 monthly.
5. **Specialty Assignment (Article 6.5):** Adds a 5% incentive for employees who take on additional work responsibilities as part of a specialty assignment within SRFD.
6. **Acting Deputy Chief/Fire Chief Pay (Article 6.9.6):** Employees who are asked to perform the job duties and responsibilities of either the Deputy Chief or Fire Chief will receive “out of class” compensation after working one (1) 37.5-hour work week or more.
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.”
 - Compensation Goals & Definitions (Article 3.1.2): Adds bilingual pay to the definition of “total compensation.”
 - Contributions to Retiree Health Savings Account (Article 4.2.3): Changed the voluntary employee contribution from \$5,000 to 100 hours of employee compensation.
 - Sick Leave Payoff (Article 5.1.5): Incorporated an existing side letter regarding the maximum sick leave payout, and contribution of excess leave into an employee’s Retiree Health Savings Account.
 - Holidays – Days Observed (Article 5.3.1): Incorporates side letter recognizing Juneteenth as a City holiday.
 - Bereavement Leave (Article 5.4.2): Updated existing bereavement language to comply with changes in state law.
 - Traumatic Incident Leave (Article 5.4.10): Allows the Fire Chief to authorize up to forty-eight hours of leave for an employee who has experienced a traumatic incident while on duty.
 - Paid Parental Leave (Article 5.4.11): Provides 300 hours (or 13 shifts) of paid parent leave for employees following the birth or adoption of a child.
 - End of Life Care Leave (Article 5.4.12): 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 3 employees of SRFCOA is \$1,208,877. 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	\$51,368	\$40,506	\$43,133
Other Costs:			

Pension*	\$37,827	\$29,829	\$31,763
Taxes (Medicare, WC)	\$ 4,122	\$ 3,884	\$ 4,136
Benefits	<u>\$15,460</u>	<u>\$ 2,894</u>	<u>\$ 3,044</u>
Total Annual Incremental Costs:	\$108,777	\$77,113	\$82,076
Total Over Term of Contract	\$326,331	\$154,226	\$82,076
			\$570,436

**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 \$570,436 for an effective date of July 1, 2024. The increase in compensation included in this resolution is being reflected in the City's FY 2024-25 budget and updated budget projections. Funding for these positions is provided for within the City's General Fund (73%) and EMS/Paramedic Tax Special Revenue Fund (27%).

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 Fire Chief Officers' Association (SRFCOA) 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 Fire Chief Officers' 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 FIRE CHIEF OFFICERS' ASSOCIATION (SRFCOA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SRFCOA 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 SRFCOA 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 Fire Chief Officers' Association (SRFCOA) 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 SRFCOA.

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 3rd of June 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 FIRE CHIEF OFFICERS' ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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- Exhibit A Salary Schedules for June 1, 2024 – June 30, 2027
- Exhibit B Furlough Plan

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

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing June 1, 2024 and ending June 30, 2027. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Fire Chief Officers' Association, the employees it represents, and the City of San Rafael.

1 GENERAL PROVISIONS

1.1 INTRODUCTION

1.1.1 Scope of Agreement

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

- a. Battalion Chief

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

1.1.2 Term of Memorandum of Understanding (MOU)

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

1.2 RECOGNITION

1.2.1 Bargaining Unit

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

- a. Battalion Chief

1.2.2 Available Copies

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

1.2.3 City Recognition

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

1.2.4 Employee Representatives

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

1.3 DISCRIMINATION

1.3.1 In General

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

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

1.3.2 Association Discrimination

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

1.4 INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

1.5 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

1.6 STRIKES & LOCKOUTS

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

1.7 SEVERABILITY

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

1.8 PREVAILING RIGHTS

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

1.9 MANAGEMENT RIGHTS

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

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

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

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

1.10 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.10.1 Modification/Waiver

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

1.10.2 Effective Dates

This Agreement will be in effect from June 1, 2024, through June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

1.10.3 Joint Representation

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

2 MMBA

2.1 DUES DEDUCTION

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

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

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

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

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

2.2 RELEASE TIME

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

2.3 ASSOCIATION ORIENTATION OF NEW EMPLOYEES

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

2.4 EMPLOYEE INFORMATION

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

3 COMPENSATION

3.1 GENERAL WAGES & COMPENSATION

3.1.1 General Wage Increase

In the First Year, compensation increases will take effect the first full pay period including June 1, 2024.

In Year 1, the City will provide a 3.0% general salary increase plus a 3.55% equity adjustment (6.55% total);

In Year 2, the City will provide a 3.0% general salary increase plus a 3.0% equity adjustment (6.00% total); and,

In Year 3, the City will provide a 3.0% general salary increase plus a 2.5% equity adjustment (5.50% total) on July 1, 2026, and a 1.0% general salary increase on January 1 2027..

3.1.2 Compensation Goal & Definitions

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

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

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

3.1.3 Compensation Surveys

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

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

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

3.2 SALARY STEP INCREASE

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

3.3 PAY CHECK DATES

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

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

3.4 ADDITIONAL PAY

3.4.1 Education Incentive Program

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

3.4.2 Uniform Allowance

Uniform members of the Fire Department, represented by this Association, shall receive a uniform allowance in the amount of \$805.00 at the completion of each six months of service ending June 1st and December 1st. A pro-ration at the rate of \$134.17 per month may be given for a portion of the first and last six months of service upon recommendation of the Department Head and approval of the City Manager.

3.4.3 Boot Allowance

Uniform members of the Fire Department, represented by this Association, shall be entitled to a maximum of \$160 every two fiscal years for a boot allowance. The employee is responsible for purchasing safety boots and submitting a receipt for reimbursement. The boots must be purchased for City use only and must adhere to safety requirements.

3.4.4 Bilingual Pay

Job performance in classifications represented by the Association may receive bilingual pay for full fluency in a foreign language.

Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition the Fire Chief for this bilingual incentive pay. At the recommendation of the Fire Chief, the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the Fire Chief includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Fire Chief's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

Employees who have been approved for the bilingual pay incentive and are required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and shall continue as long as the employee demonstrates (by work experience or re-testing) the full fluency skill level; and as long as the Fire Chief indicates the value of this skill to the department and the employee in the completion of their regular work assignments. Removal of the bilingual pay incentive would be considered a non-disciplinary action.

4 BENEFITS

4.1 JOINT BENEFITS COMMITTEE

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

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

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

Effective July 1, 2024, the monthly flex dollar allowances shall be:

For employee only:	\$ 825.69
For employee and one dependent:	\$1,321.09
For employee and two or more dependents:	\$1,717.44

The monthly flex dollar allowance effective the first paycheck of December 2024 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, flex dollar allowances shall increase on the first paycheck on December 15, 2027, unless superseded by another agreement, 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 or may be converted to taxable income.

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

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional Opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The Opt-out payment will be \$760 per month for employees hired into the association on or before January 1, 2017. New members hired into the association after January 1, 2017, shall be eligible for a \$300 Opt-out payment.

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

4.2.2 Retiree's Health Insurance

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

retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

A. Employees hired by the City 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 shall not exceed \$557 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

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

4.2.3 Contributions into a Retiree Health Savings Account (RHS)

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

This contribution will occur each pay period beginning the month after the employee has been hired.

Employees hired into City employment on or before January 1, 2010, will contribute 100 hours to an RHS account each July 31st in the form of a sick leave conversion of hours.

4.2.4 Deferred Compensation Plan

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

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

In addition, the City will provide at least one Roth 457 plan option to members by October 1, 2021. The Roth 457 will be funded by employee contributions only.

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

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

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

4.3 LIFE INSURANCE

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

4.4 LONG TERM DISABILITY POLICY

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

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

4.5 DENTAL PLAN

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

4.6 RETIREMENT

4.6.1 *City Paid Employee Retirement*

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

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

4.6.2 *Retirement Plans*

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

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

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

4.6.3 Member Cost of Living Rates

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

4.6.4 Additional Pension Funding

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

5 LEAVES

5.1 SICK LEAVE

5.1.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue sick leave benefits. Employees may use accrued sick leave, if necessary, during their probationary period. Sick leave shall not be considered as a privilege, which an employee may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability.

5.1.2 Administration of Sick Leave

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

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

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

5.1.3 Sick Leave Accrual

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

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

5.1.4 Sick Leave Service Credit Option

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

Employees hired on or after July 1, 2024, are not eligible to receive employment service credit of all accrued, unused sick leave for retirement purposes.

5.1.5 Sick Leave Payoff

Employees who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. Sick leave payoff would be subject to a maximum of 600 hours for 37.5 hour per week employees and 840 hours for 56-hour per week employees, subject to the 3% per year formula noted above. The sick leave payoff maximum is subject to any previously authorized 401(a) contribution. Any remaining eligible sick leave payout will be deposited into the employee's Retiree Health Savings Account.

In the event of the death of an employee, payment for unused sick leave based upon the previously stated formula shall be paid to the employee's designated beneficiary.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue vacation leave benefits. Employees shall be eligible to use accrued vacation leave subject to the approval of the Fire Chief.

5.2.2 Rate of Accrual

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

For 37.5 hour per week employees

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

For 56-hour per week employees

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

5.2.3 Administration of Vacation Leave

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

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

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

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

5.2.4 *Vacation Accrual Cap*

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

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

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

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

5.2.5 *Vacation Payoff*

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

5.3 HOLIDAYS

5.3.1 *Days Observed*

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

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

Notes:

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

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

5.3.2 *Holiday Pay*

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

5.4 OTHER LEAVE

5.4.1 *Administrative Leave*

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

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

5.4.2 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parent in-law(s), grandparent, grandchild sibling in-laws (s) 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 paid and two days unpaid for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of out of state bereavement leave may be granted to attend the funeral. For any unpaid bereavement days, the employee may elect to use other accrued leaves. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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

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.

5.4.3 *Jury Duty*

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

5.4.4 *Workers Compensation Leave*

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

5.4.5 Military Leave

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

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

5.4.6 Leave of Absences Without Pay

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

5.4.7 Family Medical Leave

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

5.4.8 Catastrophic Leave

Association members shall abide by City Policy.

5.4.9 Absence Without Authorized Leave

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

5.4.10 Traumatic Incident Leave

At the discretion of the Fire Chief, an employee who has experienced a traumatic incident while on duty may be granted up to the remainder of their regular assigned set (up to forty-eight hours), or the remainder of their overtime shift (up to twenty-four hours) to address the mental and/or physical impacts of the incident. Traumatic incident leave granted to an employee under this provision shall not exceed forty-eight (48) hours.

5.4.11 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 Fire 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 13 shifts of PPL leave for members on a 56-hour work week and 300 hours for members on a 40-hour work week 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 13 shifts for a member on a 56-hour work week, or 300 hours for members on a 40-hour work week 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 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.
6. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less (for a 40-hour work week employee), or 48 hours or less (for a 56-hour work week employee) 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 or 48 hours (dependent upon work schedule) or less.
7. Use of this leave constitutes a “compelling personal situation during which time the employee was unable to work” under Article 6.6.5 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 for members on a 40-hour work week, and 48-hours or less for members on a 56-hour work week.

- 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 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 Fire 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 must use these leaves in increments of a full shift.
- Unless there is specific approval by the Fire 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 major holidays including Thanksgiving and Christmas 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 below daily minimum staffing and/or the department is experiencing a high vacancy rate, the Chief may temporarily suspend these benefits until staffing returns to normal.
- An Eligible Employee who desires exceptions to any of the parameters listed above may submit their requests to the Fire Chief for consideration.

5.4.12 End of Life Care 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, siblings-in law, 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.

re 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 4 shifts of End of Life Care leave for members on a 56-hour work week, and 80 hours for members on a 40-hour work week 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. , retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. 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.
6. 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.
7. reduced work schedule.
8. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use End of Life Care Leave except as described in paragraph 5 above.

Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.7.4 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.

5.5 ACCRUAL BALANCE ADJUSTMENT

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

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

This does not apply to temporary reassignments.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 WORK WEEK

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

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

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XX0000/XX0000/XX0000/XX0000

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

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

6.2 HOURLY RATE

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

6.3 OVERTIME

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

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

6.4 CONTRACTUAL OVERTIME LEAVE

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

6.4.1 *Accrual Limit*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may accrue up to 75 hours of Contractual Overtime Leave after which said employee must accept overtime pay in lieu of accruing additional Contractual Overtime Leave.

6.4.2 Overtime Rate

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

6.5 SPECIALTY ASSIGNMENT

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

6.6 SELECTION

6.6.1 Selection Process

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

6.6.2 Referral Process

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

6.6.3 Battalion Chief Qualifications

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

6.7 PROBATIONARY PERIOD

6.7.1 Purpose of Probation

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

6.7.2 Length of Probationary Period

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

6.7.3 Rejection During Probation

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

6.7.4 Extension of Probationary Period

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

6.7.5 Notification of Extension or Rejection

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

6.7.6 Regular Status

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

6.7.7 Promotion of Probationary Employee

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

6.7.8 Unsuccessful Passage of Promotional Probation

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

6.8 PERSONNEL RULES & REGULATIONS

6.8.1 Drug & Alcohol Policy

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

6.8.2 Outside Employment Policy

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

6.8.3 Temporary Light (Modified) Duty Policy Statement

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

6.8.4 No Smoking/Tobacco Use Policy

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

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

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

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

6.8.5 Medical Standards

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

6.9 MISCELLANEOUS

6.9.1 Return of City Equipment

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

6.9.2 Political Activity

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

6.9.3 Staffing Levels

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

6.9.4 Career Development Program

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

6.9.5 Gym Reimbursement

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall be reported as taxable income to the employee.

6.9.6 Acting Deputy Chief/Fire Chief Pay

The City may offer the role of Acting Deputy Chief or Acting Fire Chief to Chief Officers who meet the eligibility requirements to fill this role as determined by both the Fire Chief and the City Manager. A Chief Officer may be assigned to either role when either the Deputy Chief or Fire

Chief is unavailable, or either position is vacant. In order to be eligible to receive acting pay their assignment must be in the absence of a Fire Chief or Deputy Fire Chief for a minimum of one (1) 37.5-hour workweek or more. When qualified employees are appointed to fill a vacancy to work out of their normal classification for one (1) week or more, they will be paid at the same step as their regular position (example: a Battalion Chief at Step C will be paid Step C Deputy Chief wages).

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

7.1.1 Demotion

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

- a. The employee fails to perform their required duties.
- b. An employee requests such a demotion.

No employee shall be demoted to a classification for which they do not possess the minimum qualifications.

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

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

7.1.2 Suspension

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

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

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

7.2.2 Termination/ Demotion - Lack of work or funds

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

7.2.3 Termination - Disciplinary Reasons

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

7.2.4 *Termination - Probation*

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

7.2.5 *Retirement*

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

7.3 DISCIPLINARY ACTION

7.3.1 *Authority*

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

7.3.2 *Definition*

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

7.3.3 *Causes for Disciplinary Action*

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

- a. Fraud in securing appointment.
- b. Negligence of duty.
- c. Violation of safety rules.
- d. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- e. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- f. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- g. Unauthorized soliciting on City property or time.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Unacceptable behavior towards (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- j. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- k. Disobedience to proper authority.
- l. Misuse of City property.
- m. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- n. Disorderly conduct, participation in fights, horseplay or brawls.
- o. Dishonesty or theft.

- p. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- q. Failure to perform to an acceptable level of work quality and quantity.
- r. Insubordination.
- s. Other acts inimical to the public service.
- t. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.4 Appeals

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

7.3.5 Proceeding Heard by City Manager

The appellant may submit the appeal directly to the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that they waive their right to an appeal that conforms to the procedures of the Administrative Procedure Act.

7.3.6 City Manager and Arbitration

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

A hearing before the arbitrator shall be held within 60 calendar days of selection of the arbitrator unless the mutually accepted Arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The arbitrator shall 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 (excluding Article 1.3 and Article 1.5 of this M.O.U.), or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3. Policy 1-VI-3 is specifically incorporated by reference. Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable.

7.4.2 Initial Discussion

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

7.4.3 Referral to City Manager

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

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

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

7.4.4 City Manager and Arbitration

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

7.5 FURLOUGH PROGRAM

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

7.6 REDUCTION IN FORCE

7.6.1 Authority

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

7.6.2 Notice

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

7.6.3 *Order of Layoff*

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

7.6.4 *Seniority*

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

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

7.6.5 *Bumping Rights*

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

7.6.6 *Transfer Rights*

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

7.7 RE-EMPLOYMENT

7.7.1 *General Guidelines*

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

7.7.2 *Right to Re-Employment*

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

7.7.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and shall be removed from the re-employment list.

7.7.4 *Availability*

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

7.7.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who have not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.7.6 *Restoration of Benefits*

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

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

CITY OF SAN RAFAEL:

Jason Hatfield, Battalion Chief

**Angela Robinson Piñon, Assistant City
Manager**

Kyle Hamilton, Battalion Chief

**Marissa Sanchez, Director, Human
Resources**

Date

Date

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2024

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 15,136	\$ 15,893	\$ 16,688	\$17,522

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
[Effective July 1, 2025](#)

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 16,044	\$ 16,846	\$ 17,689	\$18,573

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
[Effective July 1, 2026](#)

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 16,927	\$ 17,773	\$ 18,662	\$19,595

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
Effective January 1, 2027

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 17,096	\$ 17,951	\$ 18,848	\$19,791

**San Rafael Fire Chief Officers Association
Exhibit B**

FURLOUGH PROGRAM

Both the City of San Rafael and the Fire Chief Officer's Association employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit, the City of San Rafael and the Fire Chief Officer's Association have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The City will develop and distribute to all employees a survey to determine who might be interested in VTO and the extent to which that interest translates into hours (cost savings) during the coming fiscal year. The needs of the City and the respective departments (as determined by the Department Head and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. An employee selecting VTO would receive one half hour of furlough induced Personal Leave time off for every hour of VTO taken not to exceed the number of furlough induced Personal Leave time off an employee scheduled for MTO would receive (establishes a maximum cap of 5%). This furlough induced Personal Leave time is to be taken as described in 4.b.
3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Head and City Manager). The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will impact Marin County retirement contributions; but if the Marin County Retirement System changes its policy on this the City will, effective the first of the month following notice from the Marin County Retirement System, make the necessary change in the program's administration to correspond with the change in the policy. Any employee who notifies the City no later than the first day of the fiscal year of the contract term of their retirement date and retires from the Marin County Retirement System during the term of this contract shall be

**San Rafael Fire Chief Officers Association
Exhibit B**

exempted from the MTO requirements. If said employee did not retire during the fiscal year as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.

3. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit.
4. Other Terms and Conditions:
 - a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. For each MTO hour deducted the involved employee shall be credited with an one half hour added to a furlough induced Personal Leave balance.
 - b. Personal Leave accrued through the MTO Program may be taken beginning the first day of the following fiscal year with supervisory approval. Furlough induced Personal Leave has no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced Personal Leave said employee would be eligible to take the unused furlough induced Personal leave during the thirty day layoff notice period.
 - c. The employees represented by this Association may elect to give up pay for holidays worked in lieu of mandatory time off, as long as the dollar value of the holiday pay equates to the dollar value of the designated mandatory time off.
 - d. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
 - e. The City agrees that it will attempt to distribute the dollar value of any MTO time implemented equally over the remaining number of pay periods in the fiscal year.

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of San Rafael as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing 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 Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

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

1.1.2. Term of MOU

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

1.2. RECOGNITION

1.2.1. Bargaining Unit

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

1.3. NON-DISCRIMINATION

1.3.1. In General

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

orientation, perceived sexual orientation, gender, gender expression, gender identity, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

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

1.3.2. Bargaining Unit Discrimination

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

1.4. INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

1.5. EXISTING LAWS, REGULATIONS & POLICIES

This MOU is subject to all applicable laws.

1.6. STRIKES & LOCKOUTS

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

1.7. SEVERABILITY

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

1.8. PREVAILING RIGHTS

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

1.9. FULL UNDERSTANDING, MODIFICATION, WAIVER

1.9.1. Understanding

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

1.9.2. Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be

required to meet and confer with respect to any subject or matter covered herein, not as to wages or fringe benefits during the period of the term of this MOU. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2027.

2 MMBA

2.1. BARGAINING UNIT RIGHTS

2.1.1. Bargaining Unit Stewards Designation

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

2.1.2. Release Time

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

2.1.3 Association Orientation of New Employees

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

2.1.4 Employee Information

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

2.2. DUES DEDUCTION

2.2.1. Collection of Dues

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

2.2.2. Dues Collection during Separation from Employment

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

2.2.3. Indemnification

The Association will indemnify and hold City harmless against any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any

provision of this Article. The indemnification includes the cost of defending against any such actions or claims, including claims based on the City's reliance on the Association's seeking dues from employees who contest they are members of the Association.

2.3. MANAGEMENT RIGHTS

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

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

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable

Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

2.4. COMMENCEMENT OF NEGOTIATIONS

Both parties agree to begin the meet and confer process no later than February 1, 2027, regarding the terms and conditions applicable to an MOU effective July 1, 2027. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

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

3.1.1. Pay Dates

City employees are paid twice per month on the 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 following day of regular business unless the Finance Department is able to complete the payroll by the previous work day. The method of the distributing payroll shall be established by the Finance Director.

3.1.2. General Wage Increase

In the Year 1, compensation increases will take effect the first full pay period including June 1, 2024. Additionally, the salary range for all classifications 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 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.

In Year 1, the City will provide a 3.00% general salary increase plus a 4.00% equity adjustment (7.00% total increase);

In Year 2, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase); and,

In Year 3, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase).

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary, educational incentive pay, maximum longevity pay available to employees with 12 or more years experience, holiday pay,

uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

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

3.1.4. Compensation Plan

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

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

3.2. STEP INCREASES

3.2.1. Entry Level Step

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

3.2.2. Consideration for Step Increases

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

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

3.2.3. Merit Increases

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

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

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

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

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

3.3.2. Educational Incentive

The Educational Incentive for Police Captain and Police Lieutenant who have received their POST Management Certificate will be a flat dollar amount of \$264.50 bi-monthly.

3.3.3. Educational Expense Reimbursement

The City of San Rafael supports and encourages job-related professional development of its employees. 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 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.

3.3.4. Bilingual Pay

Full Fluency Program

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

Conversational Fluency Program

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

Expert Fluency Program

A 10 percent (10%) bilingual pay incentive shall be paid to designated bilingual employees who speak Spanish at the Expert Fluency level. An employee must have at least five (5) years with the San Rafael Police Department before being eligible for expert fluency.

Employees who have not qualified for the Expert Fluency Program prior to June 1, 2024, shall not be eligible for the Expert Fluency Program incentive.

Within the limits established in the first three paragraphs of this section, to qualify for the Conversational, Full or Expert 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 fluency proficiency certification for employees hired by the City after July 1, 2021 will be obtained by passing a standardized certification issued by an agency approved by the Human Resources Department.

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 department's expense and discretion to continue eligibility for the bilingual differential. Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

3.3.5. Uniform Allowance

The represented classification will receive a uniform allowance of \$885.00 for each six (6) months of service ending June 30 and December 31. A pro-rated portion of the allowance may be given for the first and last six (6) months of service upon recommendation of the Police Chief and approval of the City Manager or their designee.

3.3.6. 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.

4 BENEFITS

4.1 EMPLOYEE BENEFITS COMMITTEE

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

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

4.2 HEALTH & WELFARE

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

4.2.1 Full Flex Cafeteria Plan

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

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

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

The monthly flex dollar allowance effective the first paycheck in December 2024 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 contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The monthly flex dollar allowance (including the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage.

4.2.2 Retirees Health Insurance

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

- a. **Employees hired by the City 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 not exceed \$566 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- b. **Employees hired by the City on or after January 1, 2010** and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 4.2.2b, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS.

4.2.3 Health and Dependent Care Spending Accounts

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

- a. **Healthcare Spending Account:** Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. **Dependent Care Spending Accounts:** Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- c. **Premium Only Plan:** Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

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

4.3 DENTAL PLAN

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

Annual Program maximum (per covered person) is \$1500

Maximum lifetime orthodontics (per covered person) is \$1,000

Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

4.4 VISION PLAN

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

4.5 LIFE INSURANCE

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

4.6 LONG TERM DISABILITY POLICY

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

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member Contribution)

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

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

4.7.2 Retirement Plans

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

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

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

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

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

4.7.3 Member Cost of Living Rates

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

4.7.4 Pension Costs

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

5 LEAVES

5.1 SICK LEAVE

5.1.1 Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave shall not be considered as a privilege which an employee may use at their 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, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, including dismissal.

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

5.1.2 Sick Leave Accrual

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

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, registered domestic partner, children, parents, in-laws, grandparent, grandchild and/or sibling), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace officer.

5.1.4 Advance of Sick Leave

Whenever circumstances require, and with the approval of the City Manager, sick leave may be taken in advance of accrual up to a maximum determined by the City Manager, provided that any employee separated from the service who have been granted sick leave that is un-accrued at the time of such separation shall reimburse the City of all salary paid in connection with such un-accrued leave.

5.1.5 Service Credit for Sick Leave

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 2002, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to

receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.6 Compensation for Unused Portion (Sick leave Payoff).

5.1.6 Compensation for Unused Portion

By resignation, retirement or death, an employee who leaves the City in good standing shall receive compensation for all accrued, unused sick leave based upon the rate of three percent (3) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave subject to the approval of the Police Chief.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full time employee (part-time regular employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

5.2.3 Administration of Vacation Leave

The City Manager, upon the recommendation of the Police Chief, may advance un-accrued vacation to any permanent regular and part time employee. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

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

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

In the event that one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 *Vacation Cap*

No employee may accrue more than 250 hours vacation leave. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

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

5.3 HOLIDAYS

The following holidays will be observed:

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

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

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

5.4.2 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, 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 paid bereavement leave within the state and up to five (5) days of paid bereavement leave out-of-state may be granted for bereavement leave. For any unpaid bereavement days, the employee may elect to use other accrued leaves. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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.

5.4.3 Jury Duty

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that the employee provides advance notice to the Police Chief and remits to the City all per diem service fees except mileage or subsistence allowance within thirty days from the termination of such duty.

5.4.4 Military Leave

Military leave shall be granted in accordance with the State of California Military and Veteran's Code as amended from time to time. All employees entitled to military leave shall give the City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

5.4.5 Leave of Absence Without Pay

Leave of absence without pay may be granted by the City Manager upon the written request of the employee. Applicable accrued leave must be exhausted prior to the granting of leave without pay. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

5.4.6 Industrial Injury Leave

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

For further information, see the City's Workers' Compensation policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

Employees of the City who have suffered any disability arising out of, and in the course of their employment as defined by the Workers' Compensation Insurance and Safety Act of the State of California are entitled to all benefits allowed them by the Workers' Compensation Insurance and Safety Act of the State of California.

SAFETY EMPLOYEES

Compensation leave payments are governed by Labor Code Section 4850. Labor Code Section 4850 provides that employees who sustain an industrial injury which precludes them from working are eligible to receive full salary for a period of up to one year during the period of such disability.

The following rule applies to both Safety and Non-Safety personnel who have suffered an industrial injury/illness: Available accrued sick leave cannot be used for more than 60 calendar days after one of the following has been determined:

- a. The employee has reached a maximum medical improvement and/or has been determined "permanent and stationary";
- b. The employee has been determined to be unable to return to their usual and customary occupation, with or without reasonable accommodation.

Given the above has occurred, the next steps would include:

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

5.4.7 Medical Leave of Absence

Family leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Requests for Family Care Leave are submitted to the Police Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval. Employees approved for this type of leave must use appropriate accrued and unused vacation leave and/or compensatory time before going on leave without pay status. Accrued and unused sick leave may be used if requested. Sick leave usage is to be consistent with the sick leave provisions of the MOU. To be eligible for this family leave benefit, an employee must have worked for the City of San Rafael for at least 12 months and have worked a minimum of 1,250 hours in the previous 12-month period. For details, please see the City's FMLA policy located on the Intranet (<https://intranet.cityofsanrafael.org>).

5.4.8 Absence without Authorized Leave

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

5.4.9 Catastrophic Leave

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

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 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 6.3.5 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), 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 major holidays including Thanksgiving and Christmas 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.

5.4.11 End of Life Care 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 6.3.5 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

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

6.1.1 Alternative Work Week

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

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.

The Police Chief reserves the right to change schedules based on emergency circumstances.

6.2 OVERTIME

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

6.2.1 Special Events, Extra Duty Requests and Grant Operations

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or their designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

6.3 PROBATIONARY PERIOD

6.3.1 Purpose of Probation

Each employee shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position.

6.3.2 Length of Probationary Period

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

6.3.3 Rejection During Probation

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

6.3.4 Notification of Rejection

On determining that a probationary employee's work is not satisfactory, the Police Chief shall notify the Human Resources Director in writing of their intention to reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of their rejection.

6.3.5 Extension of Probationary Period

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

6.3.6 Regular Status

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

6.3.7 Promotion of Probationary Employee

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

6.3.8 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion and all previous rights and privileges restored. Provided, however, that if the cause for not passing the promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

6.4 PERSONNEL RULES & REGULATIONS

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

6.4.1 Employer-Employee Resolution

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

6.4.2 Drug and Alcohol Policy

The City and Association jointly recognize alcoholism and drug abuse as illnesses which may be treatable. The parties are concerned regarding alcoholism and drug problems which cause poor attendance and unsatisfactory employment related performance and/or which may pose a danger to employees or the public. Therefore, the City and Association endorse the concept of a drug free work place.

Possession and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, or being under the influence of drugs or alcohol while on the job is strictly prohibited. Employees violating this policy are subject to discipline, up to and including termination. When reasonable cause (relates to readiness and/or ability to perform job responsibilities) exists, the City may require employees to submit to a medical examination, including but not limited to a urine or blood analysis, to determine whether the employee is using drugs or alcohol. Said testing shall occur on City time and be paid for by the City. An employee's failure to submit to a medical examination will be considered an act of insubordination and, therefore, subject to disciplinary action.

Depending on the circumstances causing the order for medical examination, employees testing positive may be subject to discipline, up to and including termination. Upon being informed that the employee tested positive, the employee may request a meeting with the Human Resources Director and the Police Chief to review the test results and provide the employee's explanation for such results.

Employees are encouraged to voluntarily participate in the City sponsored employee assistance program (EAP). However, EAP participation may be a City-mandated alternative to disciplinary action arising out of a violation of the City's drug and alcohol policy.

As a course of participating in the EAP on a mandated basis, an employee may be required to enter into a "return to work agreement" with the City. Said agreement shall stipulate ongoing freedom from drug and/or alcohol use as a condition of continued employment.

Employees who seek voluntary assistance for alcohol and/or substance abuse will not be disciplined for seeking such assistance. Requests from employees to the Police Chief for such assistance shall remain confidential and shall not be revealed to other employees or management personnel who do not have a need to know, without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

An employee who is disciplined/discharged for inappropriate alcohol and/or drug use may appeal such action pursuant to Section 7.4.4 of the Memorandum of Understanding.

6.4.3 Outside Employment Policy

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

6.4.4 Harassment Policy

It is the City's intent and purpose to provide all officials, employees, applicants and contractors with an environment that is free from any form of harassment, discrimination or retaliation.

Employees shall refer to the City Policy against Harassment, Discrimination and Retaliation which is available on the City's Intranet website.

6.4.5 Wireless Communication Policy

Union members agree to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet Website.

6.4.6 Use of City Vehicle

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

6.4.7 Temporary Modified Duty Policy

The purpose of this temporary modified duty program is to minimize the loss of productive time, while at the same time reintroducing the employee to work sooner to prevent deterioration of skills, facilitate recovery and reduce income loss. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified duty assignment.

1. Coverage

Any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness will be covered by this modified duty program.

2. Determination/Required Reports

- a. Modified Duty assignments may be made following evaluation and determination by the Police Chief. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determination will also be based on the needs of the City and the impact of modified duty departmental operations.
- b. After the initial report, updated medical reports shall be submitted to the Police Chief at two-week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether or not a modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified duty assignments will be within the employee's assigned department and will involve work which is consistent with the duties of the employee's classification.
- d. When feasible, modified duty assignments will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee will be assigned modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

- e. Specific modified duty assignments will be developed based upon a case by case review of the medical restrictions, so as not to aggravate or incur an injury or illness.
 - f. Employees will not be placed in modified duty assignments that, in the normal course of events, will require that they provide direct field emergency response.
4. Holidays/Vacations
- a. Holidays shall be observed in accordance with the modified duty assignment work hours and work week. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take the holiday off, so shall the modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
 - b. Employees assigned to modified duty shall take their assigned (selected) vacation as normally scheduled. Vacations shall cover the same number of duty and calendar days as would have been enjoyed by the employee if they had remained on full duty. Employees may reschedule their assigned (selected) vacation with the approval of the Police Chief, provided the rescheduling does not result in increased costs or lost time to the City for relief personnel to cover the rescheduled vacation.
5. Return to Full Duty
Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of their classification.

6.5 MISCELLANEOUS

6.5.1 Gratuities / Solicitation of Contributions

All employees of the Police Department should refer to Departmental Rules and Regulations 320.5.2(e) for the rules and procedures related to gratuities/solicitation.

6.5.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to any employee shall be returned to the employee's supervisor.

6.5.3 Political Activity

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

6.5.4 Employment of Relatives

The City retains the right:

1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating adverse impact on supervision, safety, security or morale.
2. To refuse to place both parties to a relationship in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

6.5.5 Gym Reimbursement

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall

be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

6.5.6 *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 for the purpose of exercise.
- 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. 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 0500hrs to 2200hrs.
 - 2) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
 - 3) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- D. 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.
- E. 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 at their desk as time permits in the balance of their workload.
- 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 is approved by the Watch Commander or their 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.

- 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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,
 - 6) 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).
 - 7) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 8) 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 City Manager or their 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 do not possess the minimum qualifications of the position at the time of demotion.

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

Withholding a salary step increase or withdrawing a merit step increase within or above the salary range of the employee's position shall not be deemed a demotion.

Disciplinary demotion action shall be in accordance with Article 7.3 "Disciplinary Action."

7.1.2 Suspension

The City Manager may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with Article 7.3 "Disciplinary Action."

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave City service in good standing shall file with 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 City Manager and the Human Resources Department.

7.2.2 Termination - Layoff

The City Manager or their designee may terminate an employee because of changes in duties or organization, abolition of position, shortage of work or funds, or completion of work for which employment was made.

7.2.3 Termination - Disciplinary Action

An employee may be terminated at any time for disciplinary action, as provided in Article 7.3 "Disciplinary Action."

7.2.4 Retirement

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

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

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

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

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

7.3.2 Appeals

If an employee feels they have been unjustly disciplined/discharged, they shall have the right to appeal their case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (appellant) may submit the appeal directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the employee (appellant)

shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the arbitrator's schedule does not so permit. The arbitrator shall 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.

In addition to the arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually selected by the City and the Association.

7.4 GRIEVANCE PROCEDURE

7.4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding.

7.4.2 Initial Discussions

Any employee who believes that they have a grievance may discuss their complaint with the Police Chief or with such management official as the Police Chief may designate. If the issue is not resolved within five (5) working days in the Department, or if the employee elects to submit their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification of which they are assigned, the procedures hereafter specified may be invoked.

7.4.3 Referral to the City Manager

Any employee or any official of the employee organization which have been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance, may notify the City Manager and Police Chief in writing that a grievance exists and, in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired.

No grievance may be processed under Section 7.4.4 below which has not first been heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the next step.

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

7.4.4 City Manager and Arbitration

If the grievance is not resolved in the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.5 REDUCTION IN FORCE

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired must pass the physical examination administered by a City-appointed physician and must pass the background check administered by the Police Department. The names of employees laid off shall be placed on a Re-employment Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists shall be determined by relative seniority as specified above. Such list shall take precedence over all other eligible lists in making appointments to the classification in which the employee worked.

The name of any person laid off shall continue on the appropriate Re-employment Eligible List for a period of one (1) year after it is placed thereon. The names of any eligible employees on a Re-employment Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT
ASSOCIATION:**

CITY OF SAN RAFAEL:

Todd Berringer, Police Lieutenant

**Angela Robinson Piñon, Assistant City
Manager**

Scott Eberle, Police Lieutenant

Marissa Sanchez, Director, Human Resources

Date

Date