

RESOLUTION NO. 5539

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAUSALITO AND THE SAUSALITO POLICE ASSOCIATION, INC.**

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

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

WHEREAS, the Parties have agreed to modest Cost of Living Allowances, along with continuing Salary and Wage Reform, Health Care Reform, Pension Reform and Other (than Pensions) Post Employment Benefits Reform for Fiscal Years Ending 2016, 2017, 2018, and 2019; and

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

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

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

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito held on the 1st day of September, 2015 by the following vote:

| | | |
|----------|-----------------|---|
| AYES: | Councilmembers: | Weiner, Withy, Hoffman, Mayor Theodores |
| NOES: | Councilmembers: | Pfeifer |
| ABSENT: | Councilmembers: | None |
| ABSTAIN: | Councilmembers: | None |



THOMAS THEODORES
MAYOR OF THE CITY OF SAUSALITO

ATTEST:



LILLY WHALEN
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING

July 1, 2015 through June 30, 2019

SAUSALITO POLICE ASSOCIATION, INC.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

TABLE OF CONTENTS

| | | |
|------------|--|----|
| Section 1. | Recognition..... | 7 |
| 1.1 | Association Recognition..... | 7 |
| 1.2 | City Recognition | 7 |
| Section 2. | Dues Deduction..... | 7 |
| Section 3. | No Discrimination..... | 7 |
| Section 4. | Probationary Status | 7 |
| 4.1 | Classification of Employees | 7 |
| 4.2 | Probationary Period | 8 |
| Section 5. | Disciplinary Action..... | 8 |
| 5.1 | Notice..... | 8 |
| 5.2 | Appeal procedure | 8 |
| 5.3 | Other Disciplinary Action | 9 |
| 5.4 | Revision of Disciplinary Action Procedures | 9 |
| Section 6. | Grievance Procedure..... | 10 |
| 6.1 | Definition..... | 10 |
| 6.2 | Procedure..... | 10 |
| 6.3 | Extension of Time Limits | 11 |
| 6.4 | Compensation Complaints | 11 |
| 6.5 | Revision of Disciplinary Action Procedures | 11 |
| Section 7. | Salaries..... | 11 |
| 7.1 | Pay Periods..... | 11 |
| 7.2 | Definition of Year | 12 |
| 7.3 | Increases..... | 12 |

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

| | | |
|-------------------------------|--|----|
| 7.4 | Step Increases..... | 12 |
| 7.5 | Shift Differential | 13 |
| 7.6 | Call Back Pay..... | 13 |
| 7.7 | Longevity Pay | 13 |
| 7.8 | Specialty Assignment Pay..... | 14 |
| 7.9 | Salary Differential..... | 14 |
| 7.10 | Y Rate | 14 |
| Section 8. Hours of Work..... | | 15 |
| 8.1 | Normal Work Schedule for Non-Sworn Personnel | 15 |
| 8.2 | Work Week / Work Period for Sworn Personnel..... | 15 |
| 8.2.1 | Work Schedule | 15 |
| 8.2.2 | Regular and Emergency Changes..... | 16 |
| 8.2.3 | Other Work Schedule Items..... | 16 |
| 8.3 | Overtime | 18 |
| 8.4 | Compensatory Time Off | 18 |
| 8.5 | Off Duty Court Appearance Pay | 19 |
| 8.6 | Off Duty Court Standby Pay | 19 |
| 8.7 | Training Time..... | 20 |
| 8.8 | Miscellaneous Overtime..... | 20 |
| Section 9. Holidays..... | | 20 |
| 9.1 | Benefits | 20 |
| 9.2 | Work on a Holiday (Non-Sworn Personnel)..... | 21 |
| Section 10. Sick Leave..... | | 22 |
| 10.1 | Accruals..... | 22 |

| | | |
|-------------|---|----|
| 10.2 | Sick Leave Incentive Cash Out..... | 23 |
| Section 11. | Non-Paid Status | 23 |
| Section 12. | Bereavement Leave..... | 23 |
| Section 13. | Vacation Leave | 24 |
| Section 14. | Miscellaneous Leaves..... | 25 |
| Section 15. | Protected Leave | 25 |
| Section 16. | Clothing and Uniform Allowance | 25 |
| Section 17. | Reduction in Force and Re-employment..... | 26 |
| 17.1 | Layoff Procedure..... | 26 |
| 17.2 | Notice of Layoff..... | 26 |
| 17.3 | Re-employment | 26 |
| Section 18. | Benefits | 27 |
| 18.1 | Health Benefits..... | 27 |
| 18.1.1 | Cafeteria Plan of Benefits for employees hired prior to July 1, 2012..... | 27 |
| 18.1.2 | Cafeteria Plan of Benefits for employees hired After July 1, 2012 | 28 |
| 18.1.3 | Cafeteria Plan of Benefits for All employees..... | 28 |
| 18.2 | Medical Waiver | 29 |
| 18.3 | Deferred Compensation | 29 |
| 18.4 | Retiree Health Benefits..... | 29 |
| 18.4.1 | Retiree Medical Benefit..... | 29 |
| 18.4.2 | Retiree Medical Benefits for employees hired prior to July 1, 2012..... | 30 |
| 18.4.3 | Retiree Medical Benefits for employees hired after July 1, 2012..... | 31 |
| 18.4.4 | Employee Welfare Benefit Trust Fund..... | 31 |
| 18.5 | Retirement Plan..... | 32 |
| Section 19. | Education/In-Service Training Incentive | 34 |

| | |
|---|----|
| Section 20. Education Reimbursement | 35 |
| Section 21. Workers' Compensation Incentive | 35 |
| Section 22. Catastrophic Leave Bank | 36 |
| Section 23. ICMA Loan Program..... | 36 |
| Section 24. Severability of Provisions..... | 36 |
| Section 25. Severability-Pension Reform | 37 |
| Section 26. Severability-Health Care Reform | 37 |
| Section 27. Scope of Memorandum of Understanding..... | 37 |
| Section 28. Duration..... | 37 |
| Section 29. Management Rights | 37 |
| APPENDIX A SALARY CHARTS..... | 39 |
| Salary Schedule 2015-16..... | 39 |
| Salary Schedule 2016-17..... | 40 |
| Salary Schedule 2017-18..... | 41 |
| Salary Schedule 2018-19..... | 42 |
| APPENDIX B OVERTIME TABLE..... | 43 |
| INDEX..... | 44 |

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

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

This Memorandum of Understanding shall be presented to the Sausalito City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2015 and ending June 30, 2019 and shall not be effective unless and until it is approved by the City Council.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SECTION 1. RECOGNITION

1.1 ASSOCIATION RECOGNITION

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

1.2 CITY RECOGNITION

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

SECTION 2. DUES DEDUCTION

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

SECTION 3. NO DISCRIMINATION

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

SECTION 4. PROBATIONARY STATUS

4.1 CLASSIFICATION OF EMPLOYEES

A probationary or permanent employee is defined as an employee in a permanently authorized position who is required to be enrolled in the State Public Employees Retirement System (PERS). Probationary or permanent full-time employees shall be compensated at the monthly rates

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

described in this Memorandum of Understanding and such employees are entitled to all employee benefits, in accordance with the various provisions of this Memorandum of Understanding.

4.2 PROBATIONARY PERIOD

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

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

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed unless the employee is discharged for cause.

SECTION 5. DISCIPLINARY ACTION

5.1 NOTICE

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

5.2 APPEAL PROCEDURE

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

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

shall attempt to reach a satisfactory resolution of the appeal. The City Manager shall have ten (10) working days following this meeting in which to reply in writing.

Step 2. If the employee and Association are not satisfied with the City Manager's response in Step 1, the Association may, within ten (10) calendar days of the City Manager's reply, request review by a disinterested third party selected from a list of ten (10) candidates provided by the State Mediation and Conciliation Service. If the parties cannot mutually agree on the party to be selected, it shall be determined by lot which party may first strike a name from the list. The parties shall alternately strike one name and the last name remaining shall be selected. Each side will bear its own costs for said mediation, and the actual cost for the service will be shared equally between the City and the Association. The report of the disinterested third party shall be advisory only and shall not be binding.

Step 3. The report of the disinterested third party shall be submitted to the Association and to the City Manager. The City Manager shall consider the report of the disinterested third party and, within ten (10) working days, notify the Association in writing whether or not his or her previous position has been modified.

Step 4. If the employee and Association are not satisfied with the City Manager's position in response to the report of the disinterested third party, the Association may, within ten (10) calendar days submit a written request for a hearing before the City Council. Upon such a request, the City Council shall schedule a hearing within thirty (30) calendar days. Procedures governing the hearing shall include, but not be limited to: the Public Safety Officers Procedural Bill of Rights, California Government Code Section 3300, *et seq.*, testimony under oath, the right of cross-examination and to confront adversary witnesses, the right to representation, exclusion from the hearing room of any witnesses not at the time under examination, and the issuance of a formal decision. The decision of the City Council shall be final.

5.3 OTHER DISCIPLINARY ACTION

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

5.4 REVISION OF DISCIPLINARY ACTION PROCEDURES

City and Sausalito Police Association agree to Meet and Confer within six (6) months of execution of this Memorandum of Understanding to consider revised disciplinary action procedures.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SECTION 6. GRIEVANCE PROCEDURE

6.1 DEFINITION

A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding or any addenda or supplementary letter attached to this Memorandum of Understanding.

6.2 PROCEDURE

A grievance shall be filed according to the following procedures:

Step 1. The Association, on behalf of any employee who believes that he/she has a grievance, may, within sixty (60) calendar days of the event giving rise to the grievance, present the grievance informally, either orally or in writing, to the immediate supervisor involved in the event. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect. If the grievance is not resolved orally, the supervisor shall give a written answer to the Association within ten (10) calendar days of the receipt from the grievance by the supervisor. When the immediate supervisor is also the department head, the grievance shall be presented directly as provided in Step 2.

Step 2. If the grievance is not resolved with the immediate supervisor, the Association may, within five (5) calendar days from receipt of the supervisor's answer, forward the grievance in writing to the department head for consideration. If the grievance is not submitted to the department head within five (5) calendar days from the date of receiving the decision from the immediate supervisor, the immediate supervisor's decision shall be final and binding. In the event that the immediate supervisor is also the department head, the grievance may, within ten (10) calendar days of the event giving rise to the grievance, be presented to the department head. Grievances not presented within the time period shall be deemed to be waived and the event giving rise to the grievance shall remain unaltered in any respect. Answer to the grievance shall be made in writing by the department head, after conferring with the Association, within fifteen (15) working days from receipt of the grievance.

Step 3. If the department head does not resolve the grievance, the grievance may be forwarded within ten (10) calendar days to the City Manager for final disposition, OR

At the Association's request, the matter may be referred to a disinterested third party selected from a list of ten (10) candidates provided by the State Mediation and Conciliation Service. If the parties cannot mutually agree on the party to be selected, it shall be determined by lot which party may first strike a name from the list. The parties shall alternately strike one name and the last name remaining shall be selected. Each side will bear its own costs for said mediation, and the actual cost

for the service will be shared equally between the City and the Association. The report of the disinterested third party shall be advisory only and shall not be binding.

Step 4. The report of the disinterested third party shall be submitted to the Association and to the City Manager. The City Manager shall consider the report of the disinterested third party and, within ten (10) working days, notify the Association in writing whether or not his or her previous position has been modified.

Step 5. If the Association is not satisfied with the City Manager's position in response to the report of the disinterested third party, the Association may, within ten (10) calendar days submit a written request for a hearing before the City Council. Upon such a request the City Council shall schedule a hearing within thirty (30) calendar days. The decision of the City Council shall be final

6.3 EXTENSION OF TIME LIMITS

The above-specified time limits may be extended by mutual written agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

6.4 COMPENSATION COMPLAINTS

All complaints involving or concerning the payment of compensation after the effective date of this Memorandum of Understanding shall be initially filed in writing with the department head. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

6.5 REVISION OF DISCIPLINARY ACTION PROCEDURES

City and Sausalito Police Association agree to Meet and Confer within six (6) months of execution of this Memorandum of Understanding to consider revised grievance procedures.

SECTION 7. SALARIES

7.1 PAY PERIODS

Since May 1, 2003, salaries are paid on a bi-weekly basis. Each pay period shall begin at 12:01a.m. Sunday and continue up to and including 12:00 midnight Saturday two (2) weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

shall include payment for all earnings during that payroll period. There are twenty-six (26) pay periods per year.

7.2 DEFINITION OF YEAR

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

7.3 INCREASES

Upon execution of this agreement, the salary ranges shall be increased as listed below for all members of the bargaining unit, both sworn and non-sworn, for the term of the agreement.

| | |
|------------------------|------|
| Effective July 1, 2015 | 3.0% |
| Effective July 1, 2016 | 3.0% |
| Effective July 1, 2017 | 3.0% |
| Effective July 1, 2018 | 3.0% |

7.4 STEP INCREASES

For all employees hired after July 1, 2012, with the exception of Police Officers, who have received a satisfactory rating ("M") or better on an employee performance evaluation shall receive increases in salary according to the following plan:

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

For all Police Officers hired after July 1, 2012, and hired at Step A, who have received a satisfactory rating ("M") or better on an employee performance evaluation shall receive increases in salary according to the following plan:

- Step B upon completion of probationary period
- Step C upon completion of twelve (12) months' service at Step B
- Step D upon completion of twelve (12) months' service at Step C
- Step E upon completion of twelve (12) months' service at Step D
- Step F upon completion of twelve (12) months' service at Step E
- Step G upon completion of six (06) months' service at Step F

7.5 SHIFT DIFFERENTIAL

Sworn members of the bargaining unit who are assigned to the night shift will be paid differential of five percent (5%) of base pay plus educational incentive. Shift differential will not be paid for voluntary shift trades between individual officers.

Night shift differential is defined as the differential paid to the employee when the majority of regularly scheduled non overtime hours worked fall between 3 p.m. and 8 a.m.

Nightshift differential shall be paid to an officer when:

1. An employee regularly assigned to a night shift who is temporarily assigned to a day shift.
2. An employee regularly assigned to a day shift who is temporarily assigned to a night shift.
3. An employee regularly assigned to a night shift shall be paid a night shift differential during a period of leave with pay (Vacation, Administrative leave etc).
4. An employee regularly assigned to a day shift who is temporarily assigned to a night shift shall be paid a night shift differential for any leave with pay taken when scheduled to work night shifts.

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

7.6 CALL BACK PAY

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

7.7 LONGEVITY PAY

Employees shall be awarded longevity pay of one and one half percent (1.5 %) of base pay plus educational incentive per pay period after five (5) years, three percent (3%) of base pay per pay period after ten (10) years, four and one half percent (4.5%) of base pay plus educational incentive per pay period after fifteen (15) years and six percent (6%) of base pay per pay period after twenty (20) years

7.8 SPECIALTY ASSIGNMENT PAY

1. Officer-In-Charge Pay: Patrol Officers or Detectives working as Officer-in-Charge Watch Commanders shall be paid an additional five percent (5%) premium pay for each shift assigned to OIC duty.

2. Field Training Officer Pay: Sworn officers or Corporals actively training new employees shall receive a five percent (5%) premium pay for the hours in which such training is provided.

3. Investigations: Sworn officers who are assigned to investigations will receive 5% above their base salary.

4. Motorcycle Pay: Sworn officers who are assigned to motorcycle patrol will receive 5% above their base salary for hours on the motorcycle. It is the watch commander's decision on who will be assigned to a motorcycle on any given shift.

5. Special Response Team (SRT)/ Hostage Negotiation Team (HNT): Pay: Sworn officers who are assigned to HNT or SRT will receive 5% above their base salary for the hours in which they are actively training with their respective teams or if they are called out to an incident requiring HNT or SRT teams.

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

7.9 SALARY DIFFERENTIAL

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

7.10 Y RATE

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

7.11 Out of Class Pay

When an employee is assigned to perform duties above those of other employees of his/her same classification for a time span of 84 cumulative hours in one fiscal year, said employee will be compensated at 5% above his/her base salary for those hours in excess of the first 84 hours.

Examples of out of class pay:

- A Corporal assigned to watch commander duties in lieu of a Sergeant.
- A Sergeant assigned to an administrative position in lieu of a Lieutenant.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SECTION 8. HOURS OF WORK

8.1 NORMAL WORK SCHEDULE FOR NON-SWORN PERSONNEL

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

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

8.2 WORK WEEK / WORK PERIOD FOR SWORN PERSONNEL

The Department, in its discretion yet subject to the requirements of law, may utilize either a workweek or work period method of scheduling work hours for the members of this unit.

1. A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Monday morning (12:01 a.m.) to midnight the following Sunday

A work period is any established and regularly-recurring period of work that is not less than seven (7) consecutive days, nor more than 28 consecutive days. Except for this limitation, the work period can be of any length.

SECTION 8.2.1 WORK SCHEDULE

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

1. A work schedule is the normal number of days and hours of work assigned to an employee within a workweek/work period. Employees will be scheduled in accordance with the needs of the Department.
2. Full and part-time work schedules which may be established by the Department include, but are not limited to:
 - a. Ten (10) hours per day on four (4) days within a workweek;
 - b. Ten (10), twelve (12), twelve and one-half (12 1/2) hours per day on each work day assigned within a work period.
 - c. The Department will make an effort to provide consecutive days off.
3. If the department decides to abolish, establish or change work schedules, the Department shall inform SPA at least thirty (30) calendar days prior to taking such action.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

Personnel assigned to attend training or to specialty and one-time investigative assignments may be assigned to ten (10) hour shifts or eight (8) hours shifts.

SECTION 8.2.2 REGULAR AND EMERGENCY CHANGES

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. The City agrees to provide a minimum of ten (10) working days notice to employees prior to changing their regular shift assignment. Under normal conditions, shift changes shall occur at 12:01 a.m. on the first Sunday night of the month.

SECTION 8.2.3 OTHER WORK SCHEDULE ITEMS

Sworn personnel assigned to patrol teams shall work in accordance with the FLSA 7k work period exemption consisting of fourteen (14) days commencing on Sunday at 0001 hours and ending fourteen (14) days later on Saturday at 2400 hours. A typical workday consists of twelve (12) hours per shift. A non-typical workday consists of ten (10) hour working shifts. Shift personnel receive thirty (30) minutes for lunch. Time so taken is on-duty, subject to call, and is included in the twelve (12) or ten (10) hour working shift.

Typical 12-hour shifts are scheduled as follows:

- Day shift typically is 0700 hours to 1900 hours.
- Mid-day shift typically is 1200 hours to 2400 hours. Swing-shift typically is 1500 hours to 0300 hours of the following day.
- Night shift typically is 1900 hours to 0700 hours of the following day.
- Non-typical shifts might be scheduled as follows depending on the current staffing and workload study:
 - Day shift typically is 0900 hours to 1900 hours.
 - Mid-day shift typically is 1200 hours to 2200 hours.
 - Swing shift typically is 1700 hours to 0300 hours of the following day.

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

The standard work week of those employees regularly assigned to a '4-10' workweek shall consist of four (4) consecutive work days (10-hour shifts) followed by three (3) consecutive days off.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

The standard work week of those employees regularly assigned to a '5-8' workweek shall consist of five (5) consecutive work days (8-hour shifts) followed by two (2) consecutive days off.

The following illustrates a typical work period:

WEEK 1

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

WEEK 2

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

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

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

The Sergeant assigned to administrative duties and as a cover Sergeant may be rotated out of the typical shift no more than twelve (12) weeks per year. During times when the Administrative

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

Sergeant is utilized to cover extended absences due to illness, injury, resignation in excess of thirty (30) days duration, the twelve (12) week restriction shall not apply.

During times when it becomes necessary to move Patrol Officers from their assigned shift, the Patrol Officer from the affected team with the least amount of seniority in his/her classification with the City of Sausalito will be moved. Such move will last for a maximum of two (2) weeks. If it becomes necessary to move a Patrol Officer longer than two weeks, then the next Officer with the least seniority will be moved.

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

8.3 OVERTIME

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

Sworn personnel assigned to work more than the number of hours per day or per week as specified in Section 8.2 above shall be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of eighty-four (84) hours in a fourteen (14) day period.

8.4 COMPENSATORY TIME OFF

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

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

8.5 OFF DUTY COURT APPEARANCE PAY

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

Regular employees appearing in civil court as civil witnesses by a subpoena issued pursuant to Government Code section 68097.1 shall be paid for travel to and from the place where the court or other tribunal is located and while required to remain at that place pursuant to the subpoena. The employee shall also receive actual necessary and reasonable traveling expenses incurred in complying with the subpoena. The employee shall complete the department provided worksheet detailing time spent traveling, appearance time, and mileage. Travel time for the purposes of civil court subpoena compliance includes the employee's place of residence. The minimum hours of pay already described in this section remain applicable to appearances in civil court pursuant to a subpoena.

8.6 OFF DUTY COURT STANDBY PAY

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

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

8.7 TRAINING TIME

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

8.8 MISCELLANEOUS OVERTIME

Employees scheduled to attend meetings, teach classes, or participate in other police department or other city sanctioned activities while off duty or outside of the employee's regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the regular rate of pay unless such activity occurs within sixty (60) minutes of the beginning or end of the employee's regularly scheduled shift.

SECTION 9. HOLIDAYS

9.1 BENEFITS

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

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

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

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

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

Employees assigned to work a "4-10" schedule shall be entitled to the following eight and one-half (8 ½) authorized ten (10) hour holidays. Non-Sworn personnel have the OPTION to take their Holiday pay (10 hrs) as straight comp time (10hrs):

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

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

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

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

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

Sworn personnel will be entitled to the same *Work on a Holiday* benefits as outlined for non-sworn personnel in section 9.2, subsections (1), (2) and (3).

When a holiday falls on a Sworn employee's day off, the following holiday adjustment will be observed: any member with Friday-Saturday-Sunday off will observe the holiday on the following Monday, or the previous Thursday; any member with Saturday-Sunday-Monday off will observe the holiday on the previous Friday, or the following Tuesday. Effective with the shift change in September, all sworn personnel will be assigned a twelve (12) hour shift.

9.2 WORK ON A HOLIDAY (NON-SWORN PERSONNEL)

(1) Regularly Scheduled Workday. If an authorized City holiday falls on a scheduled workday and the employee is required to work, the employee shall receive as a holiday premium, in addition to regular salary additional pay, pay for the number of hours actually worked on the holiday, at the straight-time rate of pay.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

(2) Overtime on a Holiday If an authorized City holiday falls on a scheduled workday and the employee is required to perform overtime work in addition to the regular workday, the employee shall receive, in addition to compensation provided for in Subsection (1) herein, overtime pay for the number of hours actually worked in addition to the regular workday, paid at time and one-half (1-1/2) the regular rate of pay.

(3) Call-Back on a Holiday If the authorized City holiday falls on a scheduled day off and the employee is called back to work, the employee shall receive as a holiday premium, in addition to the Holiday-in-Lieu Pay or a day off as specified in Section 8.4, the straight-time rate of pay for each hour worked, plus pay at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour worked over forty (40) in the workweek.

(4) Holidays on Saturday or Sunday For non-sworn employees, whose normal workweek does not include work on Saturdays or Sundays, when a holiday falls on Sunday, the following Monday shall be observed; when a holiday falls on Saturday, the previous Friday shall be observed.

SECTION 10. SICK LEAVE

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

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

Sick leave can be taken for the following:

1) An employee's illness or injury: The department head may require a doctor's certificate indicating absence from work was necessary.

2) An employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner: Leaves for this purpose are limited to four (4) hours in any one (1) working day.

3) Providing necessary care of an ill or injured member of the immediate family: Absences of more than three (3) working days or shift for this reason require a doctor's statement, indicating that the employee's presence was required at home. Leaves for this purpose shall be granted in accordance with the requirements of State and federal law.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

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

10.2 SICK LEAVE INCENTIVE CASH OUT

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

SECTION 11. NON-PAID STATUS

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

SECTION 12. BEREAVEMENT LEAVE

In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a period not to exceed the following:

| | |
|--|----------------|
| Death of spouse or child | Five (5) days |
| Death of a parent or sibling | Three (3) days |
| Death of grandparent, aunt, uncle, niece, nephew | One (1) day |

For purposes of this section, registered domestic partners shall be equivalent to a spouse and step and foster parent/child relationships which have been equivalent to natural relationships will be treated the same as parents/children. Additional days may be approved by the department head if warranted by special circumstances.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of arranging and/or attending funeral and memorial services and attending to legal issues relating to the death. Such leave shall not be charged against vacation or sick leave which an employee may be entitled to but shall be in addition thereto.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SECTION 13. VACATION LEAVE

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

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

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

The times during which an employee may take vacations shall be determined by the department head, provided that if the requirements of City service are such that part or all of an employee's vacation must be deferred beyond a particular fiscal year, the employee may take the vacation during the following fiscal year.

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

It is the policy of the City that employees take their normal vacation each year; provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the normal vacation one year with a correspondingly longer vacation the following year.

In the event an employee is not able to take all of the vacation to which he or she is entitled in a fiscal year, the employee shall be permitted to accumulate the unused portion to his or her credit, provided that on June 20th of any fiscal year, he or she shall not have a total credit of more than

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

thirty (30) working days of vacation time accrued. Any vacation time in excess of the maximum shall be paid to the employee on the second payroll in June.

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

Upon termination of an employee's service with the City, the employee shall be paid a lump sum for all accrued vacation that has been earned in accordance with this Memorandum of Understanding prior to the termination.

SECTION 14. MISCELLANEOUS LEAVES

A probationary or permanent employee shall be granted leave of absence with full pay for: 1) jury service; 2) appearance legally required of him/her as a witness; or 3) attendance in court resulting from his/her official duties. In the event an employee receives extra compensation in the form of an appearance allowance or a salary or wage allowance for such duty, any such allowance shall be endorsed over to the City. Reimbursements to the employee from outside sources for travel and meal expenses may be kept by the employee.

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

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

SECTION 15. PROTECTED LEAVE

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

SECTION 16. CLOTHING AND UNIFORM ALLOWANCE

Sergeants, Police Officers and Police Detectives shall receive a uniform allowance of \$826.80 annually and shall be paid to the employee on the first pay period of each fiscal year (July 1). Parking Enforcement Officers and Administrative Aide I shall receive a uniform allowance of \$689.00 annually and shall be paid to the employee on the first pay period of each fiscal year (July 1). The initial uniform allowance for newly employed personnel in the above classifications shall equal the annual uniform allowance for an employee in that classification at the time of hiring.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SECTION 17. REDUCTION IN FORCE AND RE-EMPLOYMENT

17.1 LAYOFF PROCEDURE

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or efficiency or in the interest or mandate of the public, the City Council may abolish any position or employment in the competitive service, and the employee holding such position or employment may be laid off.

Layoffs shall be by job classification according to reverse order of seniority as determined by total full-time employment with the City and ability to perform the remaining duties or job.

An employee occupying a higher classification whose position is eliminated may elect to displace an employee in a lower classification provided that the two (2) classifications are in the same general family of jobs and responsibilities, that the basic qualifications of the lower position are met by the employee electing to fill the lower classification, and that the employee has more total City service than the displaced employee.

17.2 NOTICE OF LAYOFF

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

17.3 RE-EMPLOYMENT

The names of permanent and probationary employees who are laid off or demoted in lieu of layoff shall be placed upon re-employment lists for one (1) year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made. Placement on the re-employment list for a given class shall be in the reverse order of layoff from the class, i.e., the last person laid off shall be first on the list, the second-to-last person laid off shall be second, and so on. Such re-employment list(s) shall take precedence over all other employment lists for the same classifications when vacancies are to be filled. Persons appointed to permanent positions of the same or similar classifications as that from which laid off or demoted shall, upon such appointment, be dropped from the list. The City shall notify the person in writing of the offer for re-employment and the date by which he or she must respond. Such notice shall be sent to the last address provided to the City by the employee.

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of the acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the reemployment list. Whenever a person is unavailable for re-employment, the next person who is eligible on the re-employment list shall be offered re-employment in the same manner and under the same conditions as above.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

Permanent employees re-appointed to the class from which laid off or demoted will not be required to undergo a new probationary period. Employees who had not completed their probationary period in the class from which laid off or demoted shall, upon reappointment to such class:

1. Serve the remainder of the probationary period if at the time of layoff or demotion the employee completed six (6) or more months [three (3) months on a promotional probation] of the probationary period; and
2. Start a new probationary period if at the time of layoff or demotion the employee completed less than six (6) months [three (3) months on a promotional probation] of the probationary period.

Former employees appointed from a re-employment list shall receive a rate of pay at least equal to the rate received at the time of layoff (provided such rate does not exceed the maximum rate established for the class) and shall be restored all rights accorded prior to being laid off such as credit for years of service, for vacation, and for sick leave. However, such re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

SECTION 18. BENEFITS

18.1 HEALTH BENEFITS

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

18.1.1 CAFETERIA PLAN OF BENEFITS FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012

Effective the first full pay period in July 2015 through the last pay period in December 2015, the City shall credit the benefits account of each employee hired prior to July 1, 2012, based upon their eligible and elected coverage, each pay period, in the amounts as listed below:

| | |
|---|--------------------------|
| For each single employee: | \$ 356.37 per pay period |
| For each employee with one dependent: | \$ 684.06 per pay period |
| For each employee with more than one dependent: | \$ 880.68 per pay period |

As of the first pay period in January 2016, the above amounts will be increased by the entire sum of the rate increase for the year 2016 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2017 the above amounts will be increased by the entire sum of the rate increase for the year 2017 for the CalPERS Kaiser Medical Plan for each category.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

As of the first pay period in January 2018, the above amounts will be increased by the entire sum of the rate increase for the year 2018 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2019, the above amounts will be increased by the entire sum of the rate increase for the year 2019 for the CalPERS Kaiser Medical Plan for each category.

18.1.2 CAFETERIA PLAN OF BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 2012

Effective the first full pay period in July 2015 through the last pay period in December 2015, the City shall credit the benefits account of each employee hired after July 1, 2012, based upon their eligible and elected coverage, each pay period, in the amounts as listed below:

| | |
|---|--------------------------|
| For each single employee: | \$ 323.60 per pay period |
| For each employee with one dependent: | \$ 618.52 per pay period |
| For each employee with more than one dependent: | \$ 795.48 per pay period |

As of the first pay period in January 2016, the above amounts will be increased by 90% of the premium rate increase for the year 2016 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2017, the above amounts will be increased by 90% of the premium rate increase for the year 2017 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2018, the above amounts will be increased by 90% of the premium rate increase for the year 2018 for the CalPERS Kaiser Medical Plan for each category.

As of the first pay period in January 2019, the above amounts will be increased by 90% of the premium rate increase for the year 2019 for the CalPERS Kaiser Medical Plan for each category.

18.1.3 CAFETERIA PLAN OF BENEFITS FOR ALL EMPLOYEES

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

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

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

* The City increased each category in the Cafeteria Plan by an amount equal to the cost of Life Insurance premiums

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

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

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

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

18.2 MEDICAL WAIVER

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

18.3 DEFERRED COMPENSATION

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

18.4 RETIREE HEALTH BENEFITS

18.4.1 RETIREE MEDICAL BENEFIT

Employees who retire from City service under the provisions of the California Public Employees Retirement System (PERS) may continue receiving health insurance at their own cost under the City's Health Insurance Plans if they so elect.

18.4.2.1 Retiree Medical Benefits for Miscellaneous and Safety Employees hired prior to July 1, 2012 with less than or equal to three years of service with the City of Sausalito

Current employees who have been members of the California Public Employees Retirement System through June 30, 2012, and who have less than or equal to three (3) years of service with the City of Sausalito will be entitled to an annual contribution of \$1,000 to their designated 457 Deferred Compensation Plan in lieu of relinquishing their prior Retiree Medical Benefit under preceding MOUs. Such contribution will on June 30 of the ensuing fiscal year following the completion of that full year of service. There will be no proration of this contribution in lieu of Retiree Medical Benefit for employees who sever service prior to June 30 of each fiscal year.

18.4.2.2 (a) Retiree Medical Benefits for Miscellaneous Employees hired prior to July 1, 2012 with greater than three years of service with the City of Sausalito

Current employees who have been members of the California Public Employees Retirement System through June 30, 2012, and who have more than three (3) years of service with the City of Sausalito; and then, through the City of Sausalito work for a total of twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, shall continue to have the cost of Kaiser, employee-only monthly health insurance premium provided by the City and paid in full by the City until death. Should the retiree select a more expensive plan, the retiree shall pay the difference. However, the retired employee shall be required to pay one hundred percent (100%) of the cost for his/her spouse and eligible dependent children if he/she desires to continue them on the policy. The spouse and eligible dependent children may continue on the policy after the death of the employee, providing the spouse pays for such continuance. All retiree medical benefits will be coordinated with Medicare and Medicaid to achieve the greatest cost savings to the City with no diminishment in the quality of medical service provided to the retiree and with no increase in cost to the retiree.

Alternatively, employees who have been members of the California Public Employees Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, may, in lieu of City-paid medical coverage, opt to receive a cash payment equal to the lesser of \$175 per month or the PERS Kaiser rate applicable to the retiree.

After July 1, 2012, employees hired prior to July 1, 2012 and who have accumulated greater than three (3) years of service with the City of Sausalito may, within the ensuing thirty (30) days and no later than July 31, 2012, may relinquish their Retiree Medical Benefit in this section and opt to receive an in lieu annual contribution of \$1,000 to their designated 457 Deferred Compensation Plan. Such option is irrevocable. The City, at its sole discretion reserves the right to extend the option period, and/or re-offer this option to referenced employees.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

18.4.2.2 (b) Retiree Medical Benefits for Safety Employees hired prior to July 1, 2012 with greater than three years of service with the City of Sausalito

Employees who have been members of the California Public Employees Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, shall continue to have the cost of Kaiser, employee-only premium monthly health insurance premium provided by the City and paid in full by the City until death. Should the retiree select a more expensive plan, the retiree shall pay the difference. However, the retired employee shall be required to pay one hundred percent (100%) of the cost of his spouse and/or eligible dependent children if he/she desires to continue them on the policy. The spouse and/or eligible dependent children may continue on the policy after the death of the employee, providing the spouse or other party responsible for the care of the dependent children pays for such continuance.

Alternatively, employees who have been members of the California Public Employees Retirement System through the City of Sausalito for twenty (20) or more years, and who are of the age of fifty (50) years or more upon retirement, may, in lieu of City-paid medical coverage, opt to receive a cash payment equal to the lesser of \$175 (one hundred seventy-five dollars) per month or the lowest cost option available under the City plan available to retirees for employee-only coverage.

After July 1, 2012, employees hired prior to July 1, 2012 and who have accumulated greater than three (3) years of service with the City of Sausalito may, within the ensuing thirty (30) days and no later than July 31, 2012, may relinquish their Retiree Medical Benefit in this section and opt to receive an in lieu annual contribution of \$1,000 to their designated 457 Deferred Compensation Plan. Such option is irrevocable. The City, at its sole discretion reserves the right to extend the option period, and/or re-offer this option to referenced employees.

18.4.3 RETIREE MEDICAL BENEFITS FOR EMPLOYEES HIRED AFTER JULY 1, 2012

Employees who retire from City service under the provisions of the California Public Employees Retirement System may continue receiving health insurance under the City's Health Insurance Plans if they so elect. If there are any payments due to the City under this Section, such payments must be received by the Finance Department no later than the 10th of the month for the month so covered. Employees hired after July 1, 2012 are not entitled to any other Retiree Medical Benefits.

18.4.4 EMPLOYEE WELFARE BENEFIT TRUST FUND

The City authorizes the Sausalito Police Association to participate in an employee welfare medical benefit trust fund program, called the PORAC Retiree Medical Trust, with the following conditions:

1. The City and SPA agree that the City shall not provide any contribution to the program.
2. Effective upon execution of an agreement between SPA and the PORAC Retirement Trust, City shall withhold the required PORAC amount per pay period for each represented employee to participate in the program. Thereafter, said withholding shall be in an amount

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

- as designated in writing by the SPA. Deductions shall be taken on the first two checks of each month.
3. Generally, participation and contributions are required for every member of the bargaining unit represented by the Association. However, this requirement will not apply to an Employee who is entitled to receive full retiree medical coverage due to his or her service in the United States military (Military Exception).
 4. SPA shall pay all associated expenses incurred to participation in this program.
 5. Upon request, the SPA shall provide documentation to the City as follows:
 - a. A copy of the in-force employee medical welfare benefit trust fund program;
 - b. A statement certifying that funds collected are for employee welfare medical benefits for SPA represented employees only;
 - c. A copy of the current program document as well as any changes of amendments, or written confirmation that there have been no changes as employee medical welfare benefit trust fund program provider;
 - d. Verification of the funds submitted to the PORAC Retiree Medical Trust, and
 - e. A statement certifying that the submitted funds are only being utilized to provide employee welfare medical benefit trust funds for participating members including members of the SPA.
 6. City shall pay the withheld funds to the PORAC Retiree Medical Trust bi-weekly.
 7. All Federal and State laws regarding employee medical welfare benefit trust funds coverage shall be followed.

18.5 RETIREMENT PLAN

18.5.1(a) Retirement Benefits for Miscellaneous employees hired prior to July 1, 2012 – Miscellaneous Employees Tier 1 Pension Plan

On July 1, 2003, the City implemented an increase in the retirement benefits for eligible employees through the California Public Employees Retirement System (PERS) to a 2.5% at 55 with single highest year and survivor continuance plan and shall maintain said plan for the duration of this Memorandum of Understanding for employees hired prior to July 1, 2012. Such plan will be known as the City of Sausalito Miscellaneous Employees Tier 1 Pension Plan. On the effective date of the 2.5% at 55 retirement plan, the City increased salaries of bargaining unit members by eight percent (8%) in-lieu of payment of the employee's portion of the PERS contribution as provided under a plan which qualifies under Internal Revenue Code Section 414(h)(2). The employee shall pay the eight percent (8%) employees' required contribution towards the PERS retirement.

The parties agree that bargaining unit members will contribute through payroll deduction the PERS premium for the 1 Year Final Average Compensation enhanced PERS benefit.

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

18.5.1(b) Retirement Benefits for Miscellaneous employees hired after July 1, 2012 – Miscellaneous Employees Tier 2 Pension Plan

The parties agree to create a second tier pension formula for bargaining unit members hired on or after July 1, 2012. The plan shall include the following major benefit provisions:

Retirement formula 2% at 55;

- 2% COLA;
- Survivor continuance plan
- 3 year final average compensation;

Such plan for bargaining unit members hired on or after July 1, 2012 will be known as the City of Sausalito Miscellaneous Employees Tier 2 Pension Plan. The employee shall pay the seven percent (7%) employees' required contribution towards the PERS retirement.

18.5.2(a) Retirement Benefits for Police Safety employees hired prior to July 1, 2012 – Police Safety Employees Tier 1 Pension Plan

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

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

On July 1, 2003, the City implemented an increase in the retirement benefits for eligible employees through the California Public Employees Retirement System (PERS) to a 3% at 55 with single highest year, 1959 survivor's benefit and military service credit. The City shall maintain said plan for the duration of this Memorandum of Understanding for employees hired prior to July 1, 2012. Such plan will be known as the City of Sausalito Police Safety Employees Tier 1 Pension Plan. On July 1, 2003 this retirement plan, the City increased salaries of bargaining unit members by nine percent (9%) in-lieu of payment of the employee's portion of the PERS contribution as provided under a plan which qualifies under Internal Revenue Code Section 414(h)(2). The employee shall pay the nine percent (9%) employees' required contribution towards the PERS retirement.

The parties agree that bargaining unit members will contribute through payroll deduction the PERS premium for the 1 Year Final Average Compensation enhanced PERS benefit.

18.5.2(b) Retirement Benefits for Police Safety employees hired after July 1, 2012 – Police Safety Employees Tier 2 Pension Plan

The parties agree to create a second tier pension formula for sworn personnel bargaining unit members hired on or after July 1, 2012. The plan shall include the following major benefit provisions:

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

Retirement formula 2% at 50;

- 2% COLA;
- Survivor continuance plan
- 3 year final average compensation;

Such plan for bargaining unit members hired on or after July 1, 2012 will be known as the City of Sausalito Police Safety Employees Tier 2 Pension Plan. The employee shall pay the nine percent (9%) employees' required contribution towards the PERS retirement.

SECTION 19. EDUCATION/IN-SERVICE TRAINING INCENTIVE

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

Full-time employment with the City for one (1) consecutive year or one (1) year of acceptable law enforcement experience, and has received the recommendation of the Department Head.

Completion of courses from an accredited college or university leading to the degrees listed below or successful completion of the POST certifications.

No employee shall be entitled to an Educational Incentive, a merit step increase or retention of a particular merit step unless the employee qualifies satisfactorily in the Police Department's In-Service Training Program and receives satisfactory personnel evaluations. Qualifications in the In-Service Training Program shall be determined by written and/or oral examination administered three (3) times within the fiscal year. If an employee fails to receive satisfactory personnel evaluations, he or she is no longer entitled to the Educational Allowance, a merit step increase, or merit step retention as determined by the Department Head until such time as qualification in the Training Evaluation Examination is satisfactorily completed.

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

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

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

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

hired after January 1, 2003, at which time the employee will begin to receive benefits under the new program.

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

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

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

SECTION 20. EDUCATION REIMBURSEMENT

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

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

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

SECTION 21. WORKERS' COMPENSATION INCENTIVE

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

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

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

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

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

SECTION 22. CATASTROPHIC LEAVE BANK

The City has established a Catastrophic Leave Bank to allow employees to transfer earned compensatory time or vacation leave to another employee. Such transfer of time shall be limited to situations where the recipient of the transfer is, by reason of illness or injury, threatened with the loss of earnings due to his/her exhaustion of employment benefits. Such time transfer request must be in writing, and subject to the approval of the City Manager or designee. Such approval shall not be unreasonably denied. Such transfer shall be credited to the recipient at the donor's rate of pay. The use or receipt of time so transferred shall not preclude possible medical separation of the recipient employee. The City reserves the right to require medical verification by a qualified medical practitioner of the recipient employee's medical condition. While on catastrophic leave the employee shall continue to accrue benefits.

SECTION 23. ICMA LOAN PROGRAM

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

SECTION 24. SEVERABILITY OF PROVISIONS

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

SECTION 25. SEVERABILITY-PENSION REFORM

Upon the enactment of a State or Federal law or regulation which would allow the City to implement participation in Social Security Administration for new employees, the parties shall meet and confer on the effect of such action.

SECTION 26. SEVERABILITY-HEALTH CARE REFORM

Upon the a Federal law or regulation which would allow the City to implement Federal Health Care Reform, the parties shall meet and confer on the effect of such action.

SECTION 27. SCOPE OF MEMORANDUM OF UNDERSTANDING

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

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

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

SECTION 28. DURATION

This Memorandum of Understanding shall be effective July 1, 2015 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including June 30, 2019 and shall continue thereafter from year to year unless at least ninety (90) days prior to the first day of July 2019 or to the first day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

SECTION 29. MANAGEMENT RIGHTS

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

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

Manage its operation, determine its organization structure and mission and the means, equipment, machinery, technology, personnel and classification necessary to fulfill such mission;

Determine budgetary priorities and allocate funds;

Create, classify, reclassify, and/or merge classifications and increase, decrease or eliminate positions as the employer or its agents determine what is appropriate and in the interest of efficient operations or other lawful considerations;

Lay off employees in its sole discretion subject to the provisions of the Memorandum of Understanding;

Subcontract work performed by bargaining unit personnel; and

Make changes in all other matters within the discretionary authority of the employer.

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

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

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

IN WITNESS WHEREOF, the parties hereby have executed this Sausalito Police Association, Inc. of Understanding for July 1, 2015 through June 30, 2019.

SAUSALITO POLICE ASSOCIATION, INC.

CITY OF SAUSALITO

Steven Veveiros, Sergeant
S.P.A. President

Adam Politzer
City Manager

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

APPENDIX A SALARY CHARTS

SALARY SCHEDULE

FY 2015-16

POLICE SALARIES

Effective July 1, 2015 through June 30, 2016

| Police Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Police Sergeant | | | | | | | |
| Annual | 80,977 | 85,026 | 89,277 | 93,741 | 98,428 | 103,350 | 108,517 |
| Monthly | 6,748 | 7,085 | 7,440 | 7,812 | 8,202 | 8,612 | 9,043 |
| Bi-weekly | 3,115 | 3,270 | 3,434 | 3,605 | 3,786 | 3,975 | 4,174 |
| Hourly | 38.93 | 40.88 | 42.92 | 45.07 | 47.32 | 49.69 | 52.17 |
| Police Officer | | | | | | | |
| Annual | 67,007 | 70,358 | 73,875 | 77,569 | 81,448 | 85,520 | 89,796 |
| Monthly | 5,584 | 5,863 | 6,156 | 6,464 | 6,787 | 7,127 | 7,483 |
| Bi-weekly | 2,577 | 2,706 | 2,841 | 2,983 | 3,133 | 3,289 | 3,454 |
| Hourly | 32.22 | 33.83 | 35.52 | 37.29 | 39.16 | 41.12 | 43.17 |
| Police Corporal / Police Investigator | | | | | | | |
| Annual | 70,356 | 73,874 | 77,568 | 81,446 | 85,518 | 89,794 | 94,284 |
| Monthly | 5,863 | 6,156 | 6,464 | 6,787 | 7,127 | 7,483 | 7,857 |
| Bi-weekly | 2,706 | 2,841 | 2,983 | 3,133 | 3,289 | 3,454 | 3,626 |
| Hourly | 33.83 | 35.52 | 37.29 | 39.16 | 41.11 | 43.17 | 45.33 |
| Parking Enforcement Officer | | | | | | | |
| Annual | 46,491 | 48,816 | 51,256 | 53,819 | 56,510 | 59,336 | 62,302 |
| Monthly | 3,874 | 4,068 | 4,271 | 4,485 | 4,709 | 4,945 | 5,192 |
| Bi-weekly | 1,788 | 1,878 | 1,971 | 2,070 | 2,173 | 2,282 | 2,396 |
| Hourly | 22.35 | 23.47 | 24.64 | 25.87 | 27.17 | 28.53 | 29.95 |
| Administrative Aide I | | | | | | | |
| Annual | 47,626 | 50,007 | 52,507 | 55,132 | 57,889 | 60,784 | 63,823 |
| Monthly | 3,969 | 4,167 | 4,376 | 4,594 | 4,824 | 5,065 | 5,319 |
| Bi-weekly | 1,832 | 1,923 | 2,020 | 2,120 | 2,227 | 2,338 | 2,455 |
| Hourly | 22.90 | 24.04 | 25.24 | 26.51 | 27.83 | 29.22 | 30.68 |

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SALARY SCHEDULE

FY 2016-17

POLICE SALARIES

Effective July 1, 2016 through June 30, 2017

| Police Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Police Sergeant | | | | | | | |
| Annual | 83,406 | 87,577 | 91,956 | 96,553 | 101,381 | 106,450 | 111,772 |
| Monthly | 6,951 | 7,298 | 7,663 | 8,046 | 8,448 | 8,871 | 9,314 |
| Bi-weekly | 3,208 | 3,368 | 3,537 | 3,714 | 3,899 | 4,094 | 4,299 |
| Hourly | 40.10 | 42.10 | 44.21 | 46.42 | 48.74 | 51.18 | 53.74 |
| Police Officer | | | | | | | |
| Annual | 69,017 | 72,468 | 76,092 | 79,896 | 83,891 | 88,086 | 92,490 |
| Monthly | 5,751 | 6,039 | 6,341 | 6,658 | 6,991 | 7,340 | 7,708 |
| Bi-weekly | 2,655 | 2,787 | 2,927 | 3,073 | 3,227 | 3,388 | 3,557 |
| Hourly | 33.18 | 34.84 | 36.58 | 38.41 | 40.33 | 42.35 | 44.47 |
| Police Corporal / Police Investigator | | | | | | | |
| Annual | 72,467 | 76,090 | 79,895 | 83,890 | 88,084 | 92,488 | 97,113 |
| Monthly | 6,039 | 6,341 | 6,658 | 6,991 | 7,340 | 7,707 | 8,093 |
| Bi-weekly | 2,787 | 2,927 | 3,073 | 3,227 | 3,388 | 3,557 | 3,735 |
| Hourly | 34.84 | 36.58 | 38.41 | 40.33 | 42.35 | 44.47 | 46.69 |
| Parking Enforcement Officer | | | | | | | |
| Annual | 47,886 | 50,280 | 52,794 | 55,434 | 58,205 | 61,116 | 64,171 |
| Monthly | 3,990 | 4,190 | 4,400 | 4,619 | 4,850 | 5,093 | 5,348 |
| Bi-weekly | 1,842 | 1,934 | 2,031 | 2,132 | 2,239 | 2,351 | 2,468 |
| Hourly | 23.02 | 24.17 | 25.38 | 26.65 | 27.98 | 29.38 | 30.85 |
| Administrative Aide I | | | | | | | |
| Annual | 49,054 | 51,507 | 54,082 | 56,786 | 59,626 | 62,607 | 65,737 |
| Monthly | 4,088 | 4,292 | 4,507 | 4,732 | 4,969 | 5,217 | 5,478 |
| Bi-weekly | 1,887 | 1,981 | 2,080 | 2,184 | 2,293 | 2,408 | 2,528 |
| Hourly | 23.58 | 24.76 | 26.00 | 27.30 | 28.67 | 30.10 | 31.60 |

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SALARY SCHEDULE

FY 2017-18

POLICE SALARIES

Effective July 1, 2017 through June 30, 2018

| Police Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Police Sergeant | | | | | | | |
| Annual | 85,909 | 90,204 | 94,714 | 99,450 | 104,422 | 109,643 | 115,126 |
| Monthly | 7,159 | 7,517 | 7,893 | 8,287 | 8,702 | 9,137 | 9,594 |
| Bi-weekly | 3,304 | 3,469 | 3,643 | 3,825 | 4,016 | 4,217 | 4,428 |
| Hourly | 41.30 | 43.37 | 45.54 | 47.81 | 50.20 | 52.71 | 55.35 |
| Police Officer | | | | | | | |
| Annual | 71,088 | 74,642 | 78,375 | 82,293 | 86,408 | 90,728 | 95,265 |
| Monthly | 5,924 | 6,220 | 6,531 | 6,858 | 7,201 | 7,561 | 7,939 |
| Bi-weekly | 2,734 | 2,871 | 3,014 | 3,165 | 3,323 | 3,490 | 3,664 |
| Hourly | 34.18 | 35.89 | 37.68 | 39.56 | 41.54 | 43.62 | 45.80 |
| Police Corporal / Police Investigator | | | | | | | |
| Annual | 74,641 | 78,373 | 82,292 | 86,406 | 90,727 | 95,263 | 100,026 |
| Monthly | 6,220 | 6,531 | 6,858 | 7,201 | 7,561 | 7,939 | 8,336 |
| Bi-weekly | 2,871 | 3,014 | 3,165 | 3,323 | 3,489 | 3,664 | 3,847 |
| Hourly | 35.89 | 37.68 | 39.56 | 41.54 | 43.62 | 45.80 | 48.09 |
| Parking Enforcement Officer | | | | | | | |
| Annual | 49,322 | 51,788 | 54,378 | 57,097 | 59,952 | 62,949 | 66,097 |
| Monthly | 4,110 | 4,316 | 4,531 | 4,758 | 4,996 | 5,246 | 5,508 |
| Bi-weekly | 1,897 | 1,992 | 2,091 | 2,196 | 2,306 | 2,421 | 2,542 |
| Hourly | 23.71 | 24.90 | 26.14 | 27.45 | 28.82 | 30.26 | 31.78 |
| Administrative Aide I | | | | | | | |
| Annual | 50,526 | 53,052 | 55,705 | 58,490 | 61,415 | 64,485 | 67,710 |
| Monthly | 4,210 | 4,421 | 4,642 | 4,874 | 5,118 | 5,374 | 5,642 |
| Bi-weekly | 1,943 | 2,040 | 2,142 | 2,250 | 2,362 | 2,480 | 2,604 |
| Hourly | 24.29 | 25.51 | 26.78 | 28.12 | 29.53 | 31.00 | 32.55 |

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

SALARY SCHEDULE

FY 2018-19

POLICE SALARIES

Effective July 1, 2018 through June 30, 2019

| Police Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Police Sergeant | | | | | | | |
| Annual | 88,486 | 92,910 | 97,556 | 102,433 | 107,555 | 112,933 | 118,579 |
| Monthly | 7,374 | 7,743 | 8,130 | 8,536 | 8,963 | 9,411 | 9,882 |
| Bi-weekly | 3,403 | 3,573 | 3,752 | 3,940 | 4,137 | 4,344 | 4,561 |
| Hourly | 42.54 | 44.67 | 46.90 | 49.25 | 51.71 | 54.29 | 57.01 |
| Police Officer | | | | | | | |
| Annual | 73,221 | 76,882 | 80,726 | 84,762 | 89,000 | 93,450 | 98,123 |
| Monthly | 6,102 | 6,407 | 6,727 | 7,064 | 7,417 | 7,788 | 8,177 |
| Bi-weekly | 2,816 | 2,957 | 3,105 | 3,260 | 3,423 | 3,594 | 3,774 |
| Hourly | 35.20 | 36.96 | 38.81 | 40.75 | 42.79 | 44.93 | 47.17 |
| Police Corporal / Police Investigator | | | | | | | |
| Annual | 76,880 | 80,724 | 84,760 | 88,998 | 93,448 | 98,121 | 103,027 |
| Monthly | 6,407 | 6,727 | 7,063 | 7,417 | 7,787 | 8,177 | 8,586 |
| Bi-weekly | 2,957 | 3,105 | 3,260 | 3,423 | 3,594 | 3,774 | 3,963 |
| Hourly | 36.96 | 38.81 | 40.75 | 42.79 | 44.93 | 47.17 | 49.53 |
| Parking Enforcement Officer | | | | | | | |
| Annual | 50,802 | 53,342 | 56,009 | 58,810 | 61,750 | 64,838 | 68,080 |
| Monthly | 4,233 | 4,445 | 4,667 | 4,901 | 5,146 | 5,403 | 5,673 |
| Bi-weekly | 1,954 | 2,052 | 2,154 | 2,262 | 2,375 | 2,494 | 2,618 |
| Hourly | 24.42 | 25.65 | 26.93 | 28.27 | 29.69 | 31.17 | 32.73 |
| Administrative Aide I | | | | | | | |
| Annual | 52,042 | 54,644 | 57,376 | 60,245 | 63,257 | 66,420 | 69,741 |
| Monthly | 4,337 | 4,554 | 4,781 | 5,020 | 5,271 | 5,535 | 5,812 |
| Bi-weekly | 2,002 | 2,102 | 2,207 | 2,317 | 2,433 | 2,555 | 2,682 |
| Hourly | 25.02 | 26.27 | 27.58 | 28.96 | 30.41 | 31.93 | 33.53 |

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

APPENDIX B OVERTIME TABLE

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

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

INDEX

A

Association Recognition.....7

B

Benefits..... 20, 25, 27, 29
Benefits, Deferred Compensation29
Benefits, Health Benefits27
Benefits, Medical Waiver.....29
Benefits, Retiree Health Benefits.....29
Benefits, Retirement Plan.....32
Bereavement Leave23

C

Call Back Pay13, 43
Catastrophic Leave Bank.....36
Compensatory Time Off.....18

D

Deferred Compensation29
Disciplinary Action8
Disciplinary Action, Notice.....8, 26
Disciplinary Action, Other Disciplinary Action9, 11
Dues Deduction7

E

Education Reimbursement35
Education/In-Service Training Incentive34

G

Grievance Procedure..... 10
Grievance Procedure, Compensation Complaints..... 11
Grievance Procedure, Definition 10, 12
Grievance Procedure, Extension of Time Limits..... 11
Grievance Procedure, Procedure 10

H

Holidays..... 20, 22, 25
Holidays, Benefits.....20, 25, 27, 29
Hours of Work 15

L

Leave 23
Leave, Bereavement Leave..... 23
Leave, Catastrophic Leave Bank 36
Leave, Miscellaneous Leaves.....25
Leave, Protected Leave25
Leave, Vacation Leave24
Longevity Pay 13, 14

M

Management Rights 37

O

Off Duty Court Appearance Pay 19, 43
Off Duty Court Standby Pay..... 19, 43
Overtime 18, 22, 43

*Sausalito Police Association, Inc.
Memorandum of Understanding
July 1, 2015 through June 30, 2019*

P

Pay Periods11
Probationary Status7
Probationary Status, Classification of Employees7
Probationary Status, Probationary Period8

R

Reduction in Force/Re-Employment, Layoff Procedure ...26
Reduction in Force/Re-Employment, Notice of Layoff26
Retiree Health Benefits.....29
Retirement Plan.....32

S

Salaries.....11
Salaries, Call Back Pay.....13, 43
Salaries, Definition of Year.....12
Salaries, Increases.....12
Salaries, Longevity Pay.....13, 14
Salaries, Pay Periods11

Salaries, Salary Differential..... 14
Salaries, Shift Differential..... 13
Salaries, Step Increases 12
Salaries, Y Rate 14
Salary Differential..... 14
Shift Differential 13
Sick Leave 22, 23
Sick Leave Incentive Cash Out 23
Step Increases 12

T

Training Time..... 20, 43

U

Uniform Allowance..... 25

V

Vacation Leave 24