



Memorandum of Understanding

between

Town

and

Ross Police Officers Association



July 1, 2013 through June 30, 2015

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This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections §3500-3511). The salaries, hours, fringe benefits, and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the Town of Ross (herein called "Town") and the Ross Police Officers Association (hereinafter called "Association").

1. Recognition, Cooperation, and Hiring

- a) Town hereby recognizes the Association as the exclusive bargaining representative for purposes of establishing salaries, fringe benefits, and working conditions for all employees within the Association bargaining unit consists of the following classifications: Police Officer and Police Sergeant (hereinafter called "Officer and Sergeant").
- b) Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to Ross citizens.
- c) Whenever a new employee is hired in any of the job classifications covered by this Agreement, Town shall notify said employee that Association is the recognized bargaining representative for employees in that classification and shall make a copy of this Agreement available to said employee and shall furnish Association with the name and address of said employee.

2. Salaries

- a) The Minimum monthly salaries payable to full-time employees covered by this Agreement shall be set forth in the Monthly Salary Step Levels as reflected below:

Monthly salary level steps
Fiscal Year 2014 & Fiscal Year 2015

FY14, from January 2014 to June 30 2014

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Officer	\$5,732	\$6,019	\$6,320	\$6,636
Sergeant	\$6,763	\$7,102	\$7,457	\$7,830

FY15, from July 2014 to June 30 2015

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Officer	\$5,904	\$6,199	\$6,510	\$6,835
Sergeant	\$6,966	\$7,315	\$7,681	\$8,065

- b) The minimum monthly salary shall be Step A of the appropriate range, which is designated as the hiring rate.
 - c) Step advancement shall be made within the appropriate salary range from each step to the next step higher on each anniversary date, provided the employee demonstrates satisfactory job performance.
 - d) Upon promotion, an employee shall be placed in the first step of the range for the new class. If placement in the first salary step provides for a salary increase that is less than five (5) percent, the employee shall be placed in a salary step in the range for the new class that provides for at least a five (5) percent increase.
 - e) All future employees shall be hired at the negotiated bottom step or above at the discretion of the Chief of Police.
3. **Scheduled pay increases**
Effective with the first pay period for the month this new agreement goes into effect the following pay increases shall go into effect:
- 1. 3% raise effective January 1, 2014
 - 2. 3% raise effective July 1, 2014
4. **FTO incentive pay**
Field Training Officers shall receive a 5% salary increase for all hours when an Officer or Sergeant is assigned and engaged in providing training.
5. **Administrative sergeant pay**
A sergeant who is assigned as the Administrative Sergeant shall receive a 5% salary increase subject to the Chief of Police discretion.
6. **Night shift differential pay**
Officers and Sergeants who work night hours between 7:00 p.m. and 7:00 a.m. shall receive a shift differential of 5% for all hours worked during those hours.

7. Educational incentive pay

a) Employees who possess a current E.M.T. certification shall receive an additional \$50/month.

b) Employees shall receive additional compensation, as listed below, for one of the following:

- 60 College Units or Associates Degree \$125/month
- POST Intermediate Certificate \$125/month
- Bachelor of Arts/Science Degree \$250/month
- POST Advanced Certificate \$250/month

8. Longevity Pay

a) Employees shall receive longevity compensation equal to 2.5% of salary in Section #2 upon completion of their 5th year of service with the Town.

b) Employees shall receive a second longevity compensation equal to 2.5% of salary in Section #2 upon completion of their 10th year of service with the Town.

9. Paydays

Employees will be paid on a bi-weekly basis.

10. Retirement and Social Security

a) Town currently provides eligible CalPERS “classic” employees with the Public Agency Police 3% @ 55 California Public Employees’ Retirement System (CalPERS) retirement plan based on one year final compensation pursuant to Paragraph 10, item d. of the CalPERS contract §20042 for local safety members. Following the Public Employee Pension Reform Act (“PEPRA”) this is limited to “classic members”.

- Effective January 1, 2014, the employees shall pay 3% of the employee CalPERS contribution rate. From January 1, to June 30th, 2014 the Town shall pay 6% of the total 9% CalPERS employee contribution
- Effective July 1, 2014, the employees shall pay an additional 3% of the employee CalPERS contribution rate bringing the total contribution rate to 6%
- From July 1, 2014 to June 30, 2015 the Town shall pay 3% of the total 9% CalPERS employee contribution

b) The required F.I.C.A. and Medicare contributions shall be paid by the employee through payroll deduction.

- c) Employees hired after January 1, 2013 who are “new members” of the CalPERS retirement system as defined by CA Government Code Section 7522.04(f) shall be provided the 2.7@57 benefit formula pursuant to CA Government Code §8522.25(d), based on the highest 36 months of compensation pursuant to the Public Employee’s Pension Reform Act, commencing at California Government Code Section 7522.

11. Deferred compensation

The Town agrees to offer the CalPERS 457 Deferred Compensation program and the ICMA RC Deferred Compensation program where employees can elect to contribute their own funds to a tax deferred plan.

12. Group insurance

The Town agrees to continue to provide employees with their current health insurance, dental insurance, and life insurance benefits. For the duration of this agreement, the Town will continue to provide a cafeteria allowance sufficient to pick up 100% of the cost for medical coverage (up to the CalPERS Bay Area Kaiser rate) and his/her eligible dependents.

- a) Employees agree to continue to pay for the difference between the current Delta plan (\$1,000 with ortho) and the enhanced Delta plan (\$2,000 with ortho).
- b) The Town agrees to continue the administration of the Long Term Disability Plan for Association members through the California Law Enforcement Association (CLEA). The Town agrees to pay \$21.50/month of the premium, and the Association members will pay the remaining \$3.00. Association members will pay applicable taxes on 100% of the “A” plan premium.

13. 125 Cafeteria Plan

Effective March 1, 2013, the Town shall contribute an equal amount towards the cost of medical coverage under the Public Employee’s Medical and Hospital Care Act (“PEMHCA”) for both active employees and retirees. The Town’s contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis. For calendar year 2014 the minimum monthly employer contribution is \$119. For future years the minimum monthly employer contribution shall be determined by CalPERS and the normal new annual effective date is January of each new calendar year.

14. Uniform allowance

- a) Town agrees to pay a uniform allowance of \$1,000 per year to covered employees. Employees hired after July 01 shall have their uniform allowance prorated by the remaining months (1/12th per month) of the Fiscal Year.

- b) The Uniform Allowance shall be paid in one lump sum on the last Town payroll in June before July 1 of each year in a separate check.

15. **Holidays**

The following holidays are recognized by the Town

New Years, California Admissions, Washington's birthday, Veterans, Martin Luther King, Thanksgiving, day after Thanksgiving, Memorial, Independence, Christmas Eve, Christmas, Labor

- a) Employees may be scheduled to work on these days as part of their regular work schedule, without extra compensation, with the exception of any hours worked on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. All hours worked on these 5 days shall be compensated for at an over-time rate.
- b) All eligible employees shall receive an annual "in-lieu" payment for all holidays. This payment will be based on a total of 96 hours of holiday time with payment being made in one lump sum on the last Town Payroll in November before December 1 of each year in a separate check.
- c) Compensation for holidays shall be paid at the employee's pay rate that is in effect on November 15.
- d) Employees hired during the year shall receive holiday in-lieu pay based on the number of holidays that fall within the balance of the calendar year in which they start employment.

16. **Hours of work**

The standard work week of employees in the classification of Officer and Sergeant shall consist of forty (40) hours of work in any seven-consecutive-calendar-day period. This work week may be adjusted to accommodate alternate work schedules including, but not limited to, eight (8), nine (9), ten (10), or twelve (12) hour work days.

Police personnel currently work a twelve (12) hour schedule in accordance with the Fair Labor Standards Act (FLSA) 7k work period exemption. The Town has designated a fourteen (14) day work cycle. This work schedule is normally divided into two (2) segments: three (3) twelve (12) hour shifts (a total of 36 hours) on duty followed by four (4) days off and then four (4) twelve (12) hour shifts (a total of 48 hours) on duty followed by three (3) days off within a fourteen (14) day period.

As part of the current twelve (12) hour schedule, employees are scheduled to work a total of eighty-four (84) hours within the fourteen (14) day work period. The four (4) hours worked in the pay period beyond eighty (80) hours will be paid for with

compensatory time. Accordingly, an employee working the eighty-four (84) hours will be credited with four (4) hours of Compensatory Time Off (CTO) valued at the rate of time and one-half, totaling six (6) hours of CTO.

If at any time the Department determines that this alternate work schedule is to be discontinued, the Department will meet with the Association at least forty-five (45) days prior to the date of the implementation of a new schedule to discuss the reasons for the change and to present new work schedule(s). The Association may present scheduling alternatives which shall be considered by the Chief of Police. However, the Chief of Police shall make the final decision on a new schedule(s).

The Chief of Police reserves the right to discontinue these alternate work schedules in whole or part if an emergency arises. For the purposes of this section, an emergency shall be defined as a sudden, unforeseen circumstance requiring immediate attention where, in the opinion of the Chief of Police, continuance of this schedule would have serious adverse consequences to the Department.

17. Overtime

- a) Overtime shall normally be defined as authorized time worked in excess of any employee's regularly scheduled shift, or 40 hours in one (1) week. Overtime shall be paid at the rate of time and one-half (1½) of an employee's regular base rate of pay, to the nearest one-half hour.
- b) All hours in a paid status shall be counted for the purpose of computing overtime.

18. Call back

- a) Call Back is duty performed at a time other than regular duty hours and not just an extension of a regular tour of duty. Call Back time will be a minimum of four (4) hours of overtime.
- b) A minimum of four (4) hours of overtime shall be paid for each required court appearance outside an Officer's or Sergeant's scheduled working hours.
- c) Court appearances outside an Officer's or Sergeant's scheduled working hours that are cancelled with less than 24-hours notice shall entitle the Officer or Sergeant to four (4) hours of overtime.
- d) The Town and Association agree if an Officer or Sergeant is on vacation, CTO, or other paid leave, overtime will only be provided if the department requests the officer to work overtime.

- e) If any Officer or Sergeant is required to change his/her schedule with less than 24-hours notice, he/she shall receive four (4) hours of overtime.

19. Range training

An Officer or Sergeant may accomplish range training during his/her regular work shift when scheduled by his/her supervisor. Range training attended during off-duty hours must be approved by a supervisor in advance. The Officer shall be paid for off-duty range training with three (3) hours of overtime unless the training runs longer, in which case the officer will be compensated for actual hours worked.

20. Vacation

- a) Vacation accrual shall be as listed:

- 1-4 years of service Police personnel will accrue 88 hours per year
- 5-9 years of service Police personnel will accrue 120 hours per year
- 10-14 years of service Police personnel will accrue 160 hours per year
- 15+years of service Police personnel will accrue 200 hours per year

- b) There will be a "cap" on vacation time accrual of 250 hours. Officers and Sergeants who reach the "cap" will be required to use up vacation time to maintain a total at or below the "cap".

- c) By written request to a Supervisor, Officers and Sergeants may request the "cap" be exceeded, providing that the Officer or Sergeant has plans within 6 months to utilize any hours above the "cap". This section is meant to be used for "special situations" whereby an Officer or Sergeant is planning an extended vacation; at no time will the accrued hours exceed 300 hours.

21. Compensatory time off (CTO)

There will be a "cap" on "Comp-Time" accrual of 250 hours. The same rules as outlined under Vacation, Section 20b) and c) shall apply equally to "Comp-Time" accrual.

22. Sick leave

Sick leave is intended for use by an employee when he/she is ill or injured or is needed to take care of a family member who is ill or injured and the employee is unable to report for duty. The employee must notify his/her immediate supervisor or the on-duty officer (if the supervisor is unavailable) and advise them of his/her intended absence as soon as possible prior to the beginning of the scheduled work shift.

Sick leave shall not be considered a right, which an employee may use at his/her discretion, but shall be allowed in cases of necessity or actual personal sickness or

disability, including illness in the immediate family where the employee's attendance is required.

The Chief of Police and/or the employee's immediate supervisor may request evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

- a) For FY 2014 and FY 2015, sick leave accrual for Police Officers and Sergeants shall be at the rate of 10.83 hours for every month employed, which translates to an accrual rate of 5.00 hours per pay period.
- b) For FY 2014 and FY 2015, the maximum sick leave accrual shall be 1,440 hours.

23. Sick leave buy back

As per the Rules and Regulations of the Town, an employee who retires from the Town, is collecting a CalPERS retirement, and leaves the Town in good standing shall receive compensation for all accumulated unused sick leave equal to fifty percent (50%) with a maximum of 660 hours of the employee's then-accrued sick leave as follows:

- Up to a maximum of 660 hours total, paid off

This provision shall not apply to employees who leave the service of the Town for any other reason.

24. Bereavement leave

In the event of the death of a member of an employee's immediate family, bereavement leave will be allowed as follows: An employee will be relieved from duty and given shifts off with pay to allow him/her up to four (4) consecutive shifts off.

For purposes of this section, immediate family member shall be defined as the employee's spouse, children, spouse's children, mother, father, brother, sister, mother-in-law, father-in-law, or grandparent.

In the event that an employee requests additional time off following the death of a member of his/her immediate family, the Chief of Police may authorize the use of accrued leave time (i.e. vacation or CTO).

25. Human Resource Rules, Regulations, and Policies

All employees shall adhere to the human resource rules, regulations, and policies as contained within the Town of Ross Rules and Regulations, except as may be modified pursuant to the meet and confer process as identified in Section 30.

26. Grievance procedure

1. Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU, or an alleged violation of any provision of the Town of Ross Rules, Policy and Procedures.

2. Employee Representative

At any step in the grievance procedure, the employee concerned will be represented by the Association or, alternatively, may elect self-representation or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

3. Class Actions

In the event that more than one employee are directly involved with an issue, the employees may, at any step in the grievance procedure, name one of their concerned colleagues to carry the grievance through the procedure as a class action and be represented by the Association. In a class action grievance, that named employee directly concerned shall be personally present at all stages.

4. Parties' Intent

It is the intent to deal with and settle grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, grievances will be handled during the regularly scheduled working day hours of the parties involved.

5. Procedure

5.1 First Step

The employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned. The grievance shall be submitted to the supervisor within thirty (30) calendar days following the occurrence of the events on which the grievance is based.

5.2 Second Step

If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached within ten (10) days of the discussion with the immediate supervisor, the employee or employees aggrieved may reduce the grievance to writing. The written grievance shall set forth all of the issues involved; it shall be dated and signed by the employee or employees; and it shall be submitted to the Chief of Police. The Chief of Police shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the Department's business. Upon reaching such conclusion -- but in any event within ten (10) working days of the receipt of the grievance statement -- the Chief of Police shall reply in writing stating the Department's view of the issue involved.

5.3. Third Step

If the grievance has not been disposed of in the Second Step, the employee -- within ten (10) working days after receiving the Department's written reply -- shall forward the written grievance to the Town Manager. The Town Manager will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the Town's business. Upon reaching such conclusion -- but in any event within fifteen (15) working days of the receipt of the grievance statement -- the Town Manager shall reply in writing to the employee, setting forth the Town's decision.

5.4 Fourth Step

Within ten (10) working days after receiving the Town Manager's written decision, the employee may submit the grievance for consideration by an arbitrator.

5.5 Arbitrator

The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

The arbitrator shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or from a similar body mutually agreed upon by the parties. After a toss of the coin to decide which party shall move first, the representative of the Town and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains, and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event that the first arbitrator is not available.

This procedure shall be followed until there is an available arbitrator. The cost of retaining the arbitrator and the incidental expense of an investigation and/or hearing shall be borne equally by the parties.

5.6 Decision—Final and Binding

The decision of the arbitrator shall be made in writing within ten (10) working days of the close of the investigation and/or hearing; it shall direct the appropriate appointing authority in the disposition of the case; and it shall be final and binding upon both parties. In each grievance matter, the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

6. Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

7. Working Day

As used in this section, a working day means a day on which the Town's general offices are open for business, i.e. Mondays through Fridays, excluding holidays.

27. Agency shop

Town and Association agree that all employees of the Town who are members of the bargaining unit shall, as a condition of employment, either join the Ross Police Officers Association -- the recognized bargaining agent for the employees -- or, as an alternative, shall pay to the Association a service fee in an amount equal to the Association's periodic dues and general assessments for the period of the Agreement. However, any employee who is a member of a bona fide religion, body, or sect that historically has held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such employees will be required, in lieu of periodic dues or assessments, to pay sums equal to such dues and assessments to a non-religious, non-labor, and non-political charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

This charitable fund will be chosen by the employee and approved by the Association. Proof of such payment shall be made to the Association as a condition of exemption from the requirement of financial support of the Association. Such option shall be allowed only once per year in July, and it will take effect until the succeeding July. New employees shall be given two weeks to declare such option after their date of employment.

28. Past practices

a) It is understood 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 except as modified by any agreement(s) of Town and Association pursuant to the meet and confer process in Section 29.

b) This Memorandum of Understanding shall supersede all existing memorandums of understanding between the Town and the Association.

29. Waiver; exceptions

The parties acknowledge that for the life of this agreement, each party voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matters pertaining to or covered in this Agreement, notwithstanding provisions of the law to the contrary.

30. Severability

If any article or section of the Agreement shall be held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected; the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

31. Term

This Agreement shall be in effect from July 1, 2013 through June 30, 2015.

IN WITNESS THEREOF, the parties have caused these duly authorized representatives to execute the within MEMORANDUM OF UNDERSTANDING on the 4 day of February, 2014.

Ross Police Officers Association

By: [Signature]
Danny Moy, President

By: [Signature] 2/4/14
Steve Nelsen, Member/Negotiator

By: [Signature] 2/4/14
Robert Valladon, RPOA Representative

Town of Ross

By: [Signature]
Rob Braulik, Town Manager

By: [Signature]
P. Beach Kuhl, Mayor

Side Letter of Agreement


Between the Town of Ross and Ross Police Officers Association

The parties agree that in the event of a layoff involving bargaining unit members, the Town Manager will not exercise the authority in the last sentence of Section 7.3 (Layoff) of the Town of Ross Human Resources Rules. This sentence states:

“The Town Manager, on recommendation of the department head, may grant an exception to the normal order of layoff where the Town Manager determines in good faith that the best interests of the Town require the retention of a specific employee for the work that will remain after the layoff.”


Unless the parties mutually agree otherwise, this Side Letter of Agreement will remain in effect for the term of the July 1, 2013 to June 30, 2015 Memorandum of Understanding (MOU) and until an extension or successor MOU is adopted. Thereafter, it will have no further effect, except as provided in the applicable MOU.

Ross Police Officers Association

By: 

Danny Moy, President

Town of Ross

By: 

Rob Braulik, Town Manager

