BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In the Matter of:

Approving the Memorandum of Understanding (MOU) between the Town of Moraga and the Moraga Police Officers Association (MPOA) Effective July 1, 2017 to June 30, 2019

Resolution No. 61 - 2017

WHEREAS, Resolution No. 61-2015 dated May 27, 2015, approving the Memorandum of Understanding (MOU) for the Moraga Police Officers Association (MPOA) will expire on June 30, 2017; and

WHEREAS, the Town Manager and MPOA have met, conferred, and come to agreement on the provisions of a successor MOU, attached as Exhibit A and incorporated herein by reference; and

WHEREAS, it is a goal of the Town Manager to recruit and retain exceptional and committed staff, value the Town's employees, contain current and future costs, including pension, and maintain a balanced and sustainable budget; and

WHEREAS, the Town Council has reviewed and discussed the terms of the MPOA MOU.

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby approves, and authorizes the Town Manager to execute the Memorandum of Understanding (MOU) between the Town of Moraga and the Moraga Police Officers Association (MPOA), effective July 1, 2017 to June 30, 2019 as presented in Exhibit A attached to this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Moraga at a regular meeting held on June 14, 2017 by the following vote:

AYES: Mayor Onoda, Councilmembers Fritzky, Korpus and Trotter
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Wykle

Teresa Onoda

Teresa Onoda, Mayor

Attest:

Marty C. McInturf

Marty C. McInturf, Town Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

TOWN OF MORAGA

AND THE

MORAGA POLICE OFFICERS ASSOCIATION

JULY 1, 2017 – JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I – INCORPORATION OF PREAMBLE AND EFFECTIVE DATE	3
ARTICLE II - TERM	3
ARTICLE III – PURPOSE	3
ARTICLE IV - RECOGNITION	3
ARTICLE V - EMPLOYEE RIGHTS	3
ARTICLE VI – TOWN'S MANAGEMENT RIGHTS	4
ARTICLE VII - NO DISCRIMINATION	4
ARTICLE VIII – COMPENSATION	5
ARTICLE IX – OTHER BENEFITS/EQUIPMENT	9
ARTICLE X - STAFFING LEVEL	10
ARTICLE XI - HOURS OF WORK	10
ARTICLE XII – LEAVES	12
ARTICLE XIII – EDUCATIONAL REIMBURSEMENT	14
ARTICLE XIV – WORKING CONDITIONS	14
ARTICLE XV - PROBATIONARY STATUS	15
ARTICLE XVI - RETIREMENT ID CARD	15
ARTICLE XVII - GRIEVANCE PROCEDURE	15
ARTICLE XVIII - NOTICES	17
ARTICLE XIX - MISCELLANEOUS PROVISIONS	17
APPENDIX A	Error! Bookmark not defined.

PREAMBLE

This Agreement ("MOU" or "Agreement") is entered into by and between the Town of Moraga ("Town") and the Moraga Police Officers' Association ("MPOA" or "the Association") as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq. and the Town's Personnel Rules and Regulations. The parties have met and conferred in good faith, and having reached agreement as set forth herein, it is the parties' intent to set forth their entire agreement regarding wages, hours, and other terms and conditions of employment. Therefore, the parties shall submit this Agreement to the Town Council with the joint recommendation that the Council adopt a resolution approving the memorandum and taking such other action as may be necessary to implement its provisions.

UNDERSTANDING AND AGREEMENT

ARTICLE I – INCORPORATION OF PREAMBLE AND EFFECTIVE DATE

The terms and statements in the Preamble above are hereby expressly incorporated by reference in this Agreement, which shall become effective on the latest date of signature below.

ARTICLE II - TERM

A. This Agreement shall be effective July 1, 2017, and shall remain in effect to and including June 30, 2019.

B. The parties agree that "meet and confer" sessions pertaining to a successor agreement shall be commenced as soon as possible after the request of either party made after January 15, 2019, with the mutual intent of ratifying such agreement prior to June 30, 2019.

ARTICLE III – PURPOSE

It is the purpose of this MOU to promote and provide for continuity and understanding between management and the members covered by the provisions of this MOU; to provide an established, orderly, and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU; and to set forth the understanding reached by the parties as a result of good faith negotiations on the matters set forth herein.

ARTICLE IV - RECOGNITION

The Town recognizes MPOA as the exclusive bargaining representative for all matters relating to terms and conditions of employment for the bargaining unit consisting of the classifications listed in Appendix "A" attached hereto and incorporated as part of this agreement.

ARTICLE V - EMPLOYEE RIGHTS

A. Employees of the Town shall have the right to form, join, and participate in the activities of an employee organization of their choosing for the purposes of representation on

matters of employer employee relations (i.e., wages, hours, and other terms and conditions of employment). Employees of the Town shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Town.

B. All employees have the right to expect that they will be fully informed as to their duties and responsibilities; that they will be provided with adequate administrative and supervisory direction; that they will be informed as to how well they are performing their duties; that they will be encouraged and helped to improve their level of performance; that promotions will be made in a fair and impartial manner; that incompetence will not be tolerated; and that they will not be dismissed without justification.

ARTICLE VI – TOWN'S MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are reserved and vested exclusively in the Town, including, but not limited to the following rights: to manage, control, and determine the mission of the Town's constituent departments, building facilities and operations; to set standards of service and productivity; to maintain the efficiency of operations; to determine the personnel, methods, means, facilities, and technology by which operations are conducted; to assign, repair, inspect, and retrieve Town property and leased space; to establish and determine the content of job classifications; to determine the procedures and standards of selection for employment and promotion; to establish initial salaries of new classifications after notification of the Association; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to manage, direct, and control employees and their work assignments; to counsel, reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to increase or decrease the work force; to transfer or lay off employees for lack of work or other legitimate reasons, or to recall laid off employees to work; to establish the starting and quitting time and the number of hours and shifts to be worked; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work location, work assignments and require overtime; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to expand, reduce, alter, combine, or cease any job, department, policy, operation or service; to subcontract, contract out, close down, discontinue, or relocate the Town's operations or any part thereof; upon reasonable suspicion of impaired ability on the job because of alcohol and/or drug use, to require employee physical examinations and tests endorsed by a physician and paid for by the Town; to take action deemed (in the Town's discretion) to provide for the safety of employees, clients, and constituents; to adopt, implement, enforce and (from time to time) modify or rescind safety and work rules and regulations; to take all necessary actions to prepare for and carry out its mission and operations in emergencies; and to take whatever other action is necessary or advisable, in the Town's discretion, to determine, manage, and fulfill the mission of the Town.

ARTICLE VII - NO DISCRIMINATION

A. No employee shall be demoted or dismissed, or in any way discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or

mental disability, medical condition or any other characteristic protected by federal, state, or local law.

B. Neither the Town nor the MPOA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights to engage or not to engage in any activities pursuant to Section 3500 et seq. of the Government Code.

ARTICLE VIII – COMPENSATION

A. **Step Assignments**. The Town agrees to adhere to the following step assignments based on the member's anniversary date of employment with the Town or date of promotion and continuing acceptable service. The Town Manager may enhance the anniversary date by including prior police service with another agency if said experience is applicable.

Step	Eligibility
A	Entry into classification
B	6 months in Step A
C	12 months in Step B
D	12 months in Step C
E	12 months in Step D

B. **Wage Adjustments**

1. Effective July 9, 2017, the Town will implement a 4% increase to base salary. The revised salary 2017-2018 salary table is attached to this Agreement as Appendix B.

2. Effective July 9, 2017, in addition to the increase provided in Article VIII.(B)(1) above, the Town will implement a 1% increase to base salary of Corporal classification as compensation for additional supervisory duties. The revisions to the Corporal salary table are included in the revised 2017-2018 salary table attached to this Agreement as Appendix B.

3. Effective July 8, 2018, the Town will implement a 2% increase to base salary. The revised 2018-2019 salary table is attached to this Agreement as Appendix C.

C. **CalPERS Retirement**

1. <u>CalPERS "Classic" Members: Safety 2.0% @ 50 / 2.7% @ 55 Retirement Program – Bargaining Unit Members Hired On Or Before December 31, 2012 and Unit Members Eligible for Reciprocity</u>

   This Section C1 (including subsections) shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section C1 (including subsections) shall apply to bargaining unit members hired on or after January 1,

2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

1.1 2% @ 50 / 2.7% @ 55 Pension Formula

The "2% @ 50 / 2.7% @ 55" retirement program will be available to bargaining unit members covered by this Section C1.

1.2 Required Bargaining Unit Member Contribution – July 9, 2017

Each bargaining unit member covered by this Section C1 shall continue to pay through payroll deduction the CalPERS-established required employee contribution of nine percent (9.0%) and the additional two percent (2%) cost sharing required by the prior CalPERS contract amendments. Effective July 9, 2017, each bargaining unit member covered by this Section C1 shall pay, through payroll deduction, an additional one percent (1.0%) of PERSable compensation for a total contribution of twelve percent (12.0%) toward the normal cost of pension benefits as permitted by Government Code Section 20516.

1.3 Required Bargaining Unit Member Contribution – July 8, 2018

Effective July 8, 2018, each bargaining unit member covered by this Section C1 shall pay, through payroll deduction, an additional one (1.0%) of PERSable compensation for a total contribution of thirteen percent (13.0%) toward the normal cost of pension benefits as permitted by Government Code Section 20516.

1.4 CalPERS Election About Unit Member's Payment of Town's Pension Costs

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section C1. As soon as practicable after the effective date of this MOU, the Town will initiate the contract amendment process to provide for the additional cost sharing required by Sections 1.2 and 1.3. Upon approval and agreement from the bargaining unit and completion of the Town's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The MPOA and the Town will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section C1.

1.5 Unit Member's Payment of Town's Pension Costs

If the contract amendment between the Town and CalPERS is not complete before the effective date of the additional cost sharing required by Sections 1.2 and 1.3 of this Section C1, the cost sharing shall be implemented outside

of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The MPOA and the Town will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section C1.

2. "New Local Safety Members": Bargaining Unit Members Hired On Or After January 1, 2013

This Section C2 (including subsections) shall apply to bargaining unit members who were hired or on after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

2.1 2% @ 50 / 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 / 2.7% @ 57) pension formula shall apply to bargaining unit members covered by this Section C2.

2.2 Required Unit Member Contribution

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section C2 shall pay, through payroll deductions, fifty percent (50%) of normal costs. (50% of normal costs for fiscal year 2016-17 is currently projected at 11.99%, and is subject to change.)

3. All Provisions Subject to Requirements of Law

Retirement benefits are subject to all applicable CalPERS regulations and relevant law, and the Town cannot provide retirement benefits that are inconsistent with the Public Employees' Retirement Law and related CalPERS rules and regulations. Employees should consult with CalPERS in calculating the amount of benefits they will receive after retirement.

4. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section C with state and federal income tax on the PERS member contribution deferred to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

D. **Medical, Dental and Vision**

1. **Medical.** The Town will provide at least three (3) options for medical insurance coverage, including the Kaiser HMO – Gold level plan, for employees and their eligible dependents (employee, employee/spouse, employee/child(ren) or employee/family) through the term of this agreement.

a. The Town will contribute monthly toward the medical insurance premium for medical coverage for each employee and eligible dependents up to a maximum of the Kaiser HMO – Gold level plan for the 2017 plan year.

b. If an employee chooses a plan other than the Kaiser HMO – Gold level plan, the Town agrees to contribute the value of the full monthly premium cost for the employee and eligible dependents as established under the Kaiser HMO – Gold level plan, for the 2017 plan year, toward the premium and Health Savings Account (HSA), if applicable, of one of the other medical plan options as selected by the employee. If the monthly premium for the plan option and coverage level selected by the employee exceeds the Town's monthly contribution as described in paragraph D.1.a above for the same coverage level (i.e., employee, employee/spouse, employee child(ren), or employee/family), the employee shall pay the balance of the premium cost through pre-tax payroll deduction.

c. In the event the Kaiser HMO – Gold level plan is discontinued or no longer available, the Town will offer a mutually agreeable plan equivalent to the Kaiser HMO-Gold level.

d. For the term of this agreement, the Town agrees to contribute up to the monthly premium rates established under the Kaiser HMO – Gold level plan for the January 1, 2017 – December 31, 2017 plan year for medical insurance coverage for each employee and eligible dependent. For each subsequent plan year, the Town's contribution shall include the amount of any premium increases for the Kaiser HMO – Gold level plan not to exceed twelve percent (12%) for each employee and their eligible dependents. Any increase exceeding twelve percent (12%) and less than twenty (20%) will be paid by the employee. If the Kaiser HMO-Gold level plan premium increase is twenty percent (20%) or greater, the Town and MPOA agree to reopen this section VIII.D. of the MOU and meet and confer.

e. With proof of alternative medical insurance, an employee may opt to receive $600 per month as cash in-lieu of medical coverage or as a contribution into the individual's deferred compensation (ICMA 457) account in lieu of medical benefits.

2. **Dental.** The Town agrees to pay the entire premium for the level of coverage selected by the bargaining unit member (e.g., employee only, employee plus one or family) for a Dental Plan of the Town's choice, which has substantially the same benefits as the dental plan in effect on June 30, 2017.

3. **Vision.** The Town agrees to pay the entire premium for the level of coverage selected by the bargaining unit member (e.g., employee only, employee plus one or family) a Vision Plan through 'VSP' or comparable, which has an annual twenty-five dollar ($25) co-pay that is paid by the employee for services rendered through the plan.

E. **Life Insurance**

Town agrees to provide a term life insurance policy in the amount of $100,000 for each member of the bargaining unit.

F. **Deferred Compensation**

1. Town employees may make a voluntary contribution to ICMA 457, up to the maximum amount allowable by law.

2. Town employees may elect to contribute to an ICMA 401a "final payout" plan. Employees hired by the Town prior to July 1, 2017 were provided with a one-time opportunity to enroll in this Plan during the 2016 Open Enrollment period. Employees hired after July 1, 2017, must elect to participate in this Plan within the first thirty (30) days of employment. Per IRS rules, election to participate and level of contribution is irrevocable.

ARTICLE IX – OTHER BENEFITS/EQUIPMENT

A. **Safety Equipment.** The Town will furnish the members with safety equipment prescribed for the performance, duties, functions, and services assigned.

B. **Officer in Charge (OIC).** When a supervisor is not on duty, the designated Officer In Charge shall be compensated with an additional $1.25/hour for each hour actually worked in such capacity.

C. **Field Training Officer (FTO).** Any Police Officer assigned as a Field Training Officer shall be compensated an additional $2.25/hour for each hour actually worked as an FTO, as approved by the Police Chief.

D. **Education Incentive.** For the attainment and possession of a Bachelor's Degree from a university or college accredited by the Western Association of Schools and Colleges, a member shall receive an additional three percent (3%) above their base salary.

E. **Detective Differential.** Any Police Officer assigned as a detective shall receive an additional three percent (3%) of their base pay for the duration of that special assignment. Any Police Corporal or Sergeant assigned as a detective shall receive an additional two percent (2%) of their base pay for the duration of that special assignment.

F. **Holidays.** Members shall be paid for thirteen (13) holidays per year (prorated for time employed) at straight time. Compensation shall be made by dividing the total due the member by 26 pay periods, and paying the resulting amount on each bi-weekly paycheck.

G. **Uniform Allowance.** The Town will provide an annual uniform allowance of $1,200.00. This allowance shall be paid in 26 equal payments, one during each regular payroll cycle, and shall be prorated as to date of hire or release. The City will comply with CalPERS' requirements for reporting uniform allowances. Under current CalPERS regulations,

uniform allowances are to be reported to CalPERS only for Classic members. Any required change in uniforms shall be at the Town's expense, except all current and future employees agree to purchase and wear as directed a Class A uniform, including a dress jacket (commonly referred to as an "Ike" jacket) and a police hat prior to June 1, 2019.

H. **Shift Differential.** Bargaining unit members assigned to the graveyard shift shall receive an additional three percent (3%) of their base pay for the duration of that assignment.

I. **Town Vehicle.** As practically feasible, the Town will furnish the members a Town vehicle to travel to/from Town business that occurs outside the Town of Moraga's borders, including court appearances and training. A member may also use his or her "private motor vehicle" to conduct Town business when expressly directed and permitted, in writing, to do so by the Chief of Police, or his/her designee.

ARTICLE X - STAFFING LEVEL

The Town agrees to maintain a minimum of two (2) sworn officers as defined in California Penal code Section 830.1 on patrol duty at all times.

ARTICLE XI - HOURS OF WORK

A. **Work Period.** The Town plans to continue to employ the current 14 day, 84 hour work period unless an alternate work period is needed to meet the Town's service needs. The period begins at 6:00AM on Sunday and ends at 6:00AM on the 14th day thereafter. Town does not guarantee continuation of current work period throughout the term of this agreement. Town agrees to meet and confer with Association prior to implementation of an alternate work period (schedule).

B. **Flexible Work Period.** By mutual written agreement between the employee and Chief of Police, an alternative 80 hour work period may be established through a ten, nine, or eight day work schedule every two weeks for special assignments.

C. **Overtime.** Up to 84 hours during the 14-day work period worked as part of a 3-12/4-12 shift rotation will be compensated at straight time. Overtime (hours worked outside of their regular 3-12/4-12 shift rotation) must be authorized in advance by a member's supervisor and shall be paid at the rate of one and one-half (1.5) times the regular rate of pay. Overtime may be paid in actual pay or in compensatory time off subject to Section D below. For an employee assigned to a eight, nine, or ten day work schedule under Section XI.B above, overtime shall be paid for hours worked outside of the regular eight, nine, or ten day work schedule as described in the employee's written flexible work period agreement.

D. **Compensatory Time Off (CTO)**

1. Employees may accrue up to sixty (60) hours of CTO. Once an employee has reached the 60-hour cap, the Town has the discretion to pay out subsequent

overtime in cash or to permit an employee to accrue additional hours of CTO. Such discretion shall be exercised by the Police Chief.

2. Employees often work overtime (as defined in the MOU) to cover for other employees using accrued compensatory time off ("CTO"). In these circumstances, the Parties agree that the overtime worked to backfill someone out on CTO will be paid out at the applicable overtime rate without the option for the employee to take such overtime as CTO.

3. Parties agree that overtime earned for court appearances as defined in Article XI E. will be paid out at the applicable overtime rate without the option for the employee to take such overtime as CTO.

4. Employees will be allowed to cash out up to forty (40) hours of compensatory leave one time each fiscal year at such time as the employee may choose.

E. **Mandatory Court Time**

1. A member may be called for a mandatory court appearance, whether criminal or civil, that arises out of his or her official duties for the Town as a member of the bargaining unit covered herein. If the appearance is required on a member's day off, the member shall be paid a minimum of five (5) hours at the overtime rate. Court time compensation for those assigned to the graveyard shift shall be a minimum of five (5) hours at the overtime rate.

2. Any court appearance that occurs after completion of the last shift of the work period, and two hours or more before the start of the first shift of the next work period, shall be considered to occur on a "day off."

3. A member shall be eligible for only one "minimum rate" per court day unless there are multiple appearances scheduled for a given day that are more than three hours apart.

4. A member shall be paid two (2) hours at the overtime rate for a court appearance cancelled less than twenty-four (24) hours in advance of the appearance time. All appearances cancelled more than twenty-four (24) hours in advance shall not be compensated.

5. Witness fees for such leave must be assigned to the Town. The witness fee assigned to the Town does not include the Court's reimbursement to the member for transportation expense, unless the Town provides a vehicle.

F. **Travel Time.** Based on established work periods for each member, a member will be paid for the actual training and the travel time associated with such training. Should training and the associated travel time exceed the regular work period, the member will be paid at the overtime rate for the balance of the hours that exceed the work period. Should training and the associated travel time be less than the work period, the member

will either work the balance of hours based upon mutual agreement between the member and the Chief of Police or apply available vacation or compensatory time to the balance of the hours that are less than the work period.

G. **Call Out.** In the event a bargaining unit member is called by the Chief of Police, or her/his designee to respond to an emergency call out or other service after the bargaining unit member has left the work site, the hours actually worked during such call out will be paid at one and one-half (1.5) times the regular rate. The Town will pay the employee a minimum one quarter (1/4) hour at the overtime rate for each emergency call out or service handled remotely (e.g., over the phone) and a minimum four (4) hours paid at the overtime rate for each call out or other service that requires the employee to return to the Police Department or other site. Travel time (from/to home) up to thirty (30) minutes each way is included within the minimum four (4) hours. It is the employee's discretion to accrue compensatory time off in lieu of payment for overtime.

ARTICLE XII – LEAVES

A. Vacation

1. For employees hired on or after July 1, 2017, vacation leave shall be earned, beginning in year one of employment, at the rate of 3.08 hours per pay period (80 hours per year). Subsequently, an additional 8 hours per year shall be earned per year of service, up to a maximum of 200 hours per year. An employee covered by this Section A1 may accrue a total maximum of 240 hours. Once the accrual maximum has been reached, no additional vacation shall be earned or accrued until the balance falls below the 240-hour maximum accrual amount.

2. Employees hired before July 1, 2017 shall earn vacation, beginning in the first year of employment at a rate of 4.61 hours per pay period (120 hours per year). Subsequently, an additional 8 hours per year shall be earned per year of service up to a maximum of 240 hours per year. An employee covered by this Section A2 may accrue a total maximum of 280 hours. Once the accrual maximum has been reached, no additional vacation shall be earned or accrued until the balance falls below the 280-hour maximum accrual amount.

3. Any employee who has accrued more vacation than the 280 hour maximum accrual amount as of July 9, 2017 shall be paid for the number of vacation hours the employee has accrued above the 240-hour maximum accrual amount, so that the accrued vacation balance for the employee will be reduced to 240 hours as of July 9, 2017. The pay rate for this vacation "cash-out" shall be based on the pay rate in effect as of July 9, 2017. Vacation "cash-outs" provided by this Section A3 shall be made to employees no later than August 11, 2017.

4. Employees are encouraged to, and should endeavor to, take annual vacation leave equal to the annual vacation time accrued.

5. Any employee denied a request for vacation of 40 or more hours within a 6-month period prior to the date they reach the maximum accrual level specified in Section A1 or A2 shall be either be allowed to take requested vacation at a later date within 6 months after the request was denied, or, with the approval of the Town Manager, shall be allowed to accrue hours above the maximum accrual amount on a one-time basis.

B. **Sick Leave**

1. Sick leave is not a right which a member can use at his or her discretion, but rather is a benefit provided by the Town for members who are unable to perform their duties because of illness or injury, or who have medical or dental appointments that cannot be scheduled outside of working hours, or who are caring for an immediate family member who is ill or injured.

2. All members shall accrue 3.69 hours of sick leave per bi-weekly pay period.

3. The maximum number of sick leave hours a member may use in connection with the care of a family member shall not exceed half the total annual sick leave accrual.

4. No member shall feign sickness or injury or deceive a representative of the Town as to his or her real condition.

5. In situations where sick leave abuse is suspected, management retains the prerogative to require a member to obtain and submit a physician's statement verifying each illness, regardless of duration, and the need for sick leave.

6. Nothing in this Section abrogates the management prerogative to send a member for a "fitness for duty" examination, at the Town's expense, and to take appropriate steps based on the results of such exam.

C. **Family & Medical Leave.** The Town shall comply with the federal Family and Medical Leave Act (FMLA) (29 USC section 2601 et seq.) and the California Family Rights Act (CFRA) (Gov't Code 12945.2), as well as the California Pregnancy Disability Leave law (Gov't Code 12945).

D. **Military Leave.** The Town shall provide military leave in accordance with federal law (USSERA) and the California Military and Veterans' Code. Request for military leave shall be submitted to the Police Chief in writing, accompanied by military leave orders and with a copy to the Town Manager's office, two (2) weeks prior to the leave starting date except in the case of state or national emergency.

E. **Bereavement Leave.** Members shall be granted a maximum of three (3) days leave for each such incident relating to matters arising out of the death of any immediate family member in California. In cases where the death of an immediate family member is outside California, the member shall be granted a maximum of five (5) days leave. Members requiring more than the leaves set forth in this section are able to utilize

vacation and/or CTO for such purposes, subject to reasonable notice and the operational needs of the department, as determined by the Police Chief. "Immediate Family" is defined as wife, husband, domestic partner, son, daughter, mother, father, brother, or sister of member, parent of a spouse or domestic partner, and close blood relatives or close relatives living in the member's household.

F. **Jury Duty.** A member shall be granted leave of absence in order to serve jury duty without loss of pay for the time the member is required by a jury summons to perform such duties, and subject to a maximum of 45 paid days per year. Jury service beyond the 45-day limit will be permitted, but not be compensated by the Town. If the terms of such jury duty permits, the member is expected to work a partial day. Members who are being compensated by the Town during their jury service are required to remit to the Town any monies earned as a juror, excepting mileage reimbursement, unless the Town provides a vehicle.

G. **Civil Subpoena Leave.** A leave of absence shall be granted to a member who has been served a subpoena to appear as a witness in a court case in matters unrelated to the performance of their official duties. Requests for leave of absence to serve as such a witness shall be made by presenting the official court summons to the member's immediate supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The member shall have the option to use any accrued vacation or CTO during the leave period.

ARTICLE XIII – EDUCATIONAL REIMBURSEMENT

Subject to the limitations set forth below, the Town will reimburse members for educational expenses leading to Bachelor's and Master's Degrees in fields related to the scope of employment, as determined by the Chief of Police. The Town will reimburse for tuition to a maximum of that charged by the California State University (CSU) system colleges. Courses may be taken at a CSU school, any other accredited four-year college or university, any California Community College District school, or any approved and accredited on-line program (approved in advance of the coursework by the Chief of Police). The Town will also reimburse for books and other required reading material. Reimbursement will be made only upon completion of a class with a grade of "C" or better for undergraduate work or "B" or better for graduate work. Grades earned shall be demonstrated by certified transcript. Educational programs and areas of study eligible for reimbursement by the Town must have prior written approval of the Chief of Police. The Chief of Police may not unreasonably withhold approval of appropriately-related education expenses. In order to receive reimbursement, an employee must submit a complete educational reimbursement request form to the Chief of Police.

ARTICLE XIV – WORKING CONDITIONS

The Association agrees that from time to time the Town or Department Administration will adopt operating procedures necessary or proper for the conduct of the Department. The Town agrees that it shall serve written notice on the Association, prior to implementing any changes in operating procedures that are within the scope of representation and not otherwise covered by the terms of this Agreement, as provided in Government Code sections 3504 and 3504.5. Upon

request by the Association, the parties shall meet and confer prior to the implementation of such proposed changes. Members will adhere to these rules and procedures.

ARTICLE XV - PROBATIONARY STATUS

A. **Initial Probation.** Upon employment with the Town in the capacity of a sworn peace officer, employees must serve eighteen (18) months of actual service as a probationer before attaining regular status. During this period, an employee may be terminated at any time, with or without cause, and without any right of appeal. Probation may be extended, at Department management's discretion, for an additional six (6) months.

B. **Promotional Probation.** Promoted employees shall have a twelve (12) month probationary period in their new position. During this promotional probationary period, an employee may be denied the promotion and returned to the most previously held rank and salary at any time, and without any right of appeal. Probation may be extended, at Department management's discretion, for an additional six (6) months.

ARTICLE XVI - RETIREMENT ID CARD

A public safety officer who has honorably retired from the Moraga Police Department shall be issued a Retirement Identification Card. "Honorably retired" shall include peace officers who have qualified for, and accepted, a service or disability retirement, however, shall not include any officer who retires in lieu of termination. The retirement identification card may be stamped with a "CCW Approved" endorsement if the retiree meets the requirements set forth in California Penal Code section 12027.1.

ARTICLE XVII - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance. A "grievance" is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. Matters subject to the grievance procedure are matters related to the employee's wages, hours, or terms and conditions of employment; however, neither employee evaluations nor disciplinary actions are subject to the grievance procedure.

2. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged grievances that affect more than one employee in a substantially similar manner may be consolidated, at the discretion of management, as a group grievance thereafter represented by a single grievant.

B. Grievance Resolution Process

1. Informal Resolution. A grievant shall orally discuss his or her grievance with the immediate supervisor within five (5) Town business days from either: (a) the event which gives rise to the grievance, or (b) from the date the grievant knew or should

have known of such event. Failure to raise a grievance within this time limitation shall result in a waiver of the grievance. The supervisor shall have three (3) Town business days to provide the grievant with a response.

2. Level 1. A grievant unsatisfied with the proposed resolution at the informal resolution level may file a formal written grievance with the Chief of Police within five (5) Town business days of the response. The written grievance shall describe the grievance, identify the section of this Agreement alleged to have been violated, and request a remedy. The Chief (or the Chief's designee) shall meet with the grievant within five (5) Town business days of receipt of the formal grievance, unless this time limitation is waived by the grievant. Within ten (10) Town business days of this meeting, the Chief (or Chief's designee) shall provide a written response to the grievant, unless this time limitation is waived by the grievant.

3. Level 2. A grievant unsatisfied with the response at Level 1 may file a formal written appeal with the Town Manager within five (5) Town business days of the service of the written response. The Town Manager may, at his or her discretion, meet with the grievant and/or other concerned parties, and shall provide a written response to the grievant within ten (10) Town business days. The determination of the Town Manager shall be final.

C. **General Provisions**

1. If a grievant fails to pursue the grievance to the next applicable level within the prescribed time limitations, the grievance shall be deemed resolved at the most recent step utilized.

2. If the Town official charged with providing a response fails to do so within the prescribed time limitations, the grievant may pursue the grievance to the next step, so long as he or she does so within the applicable time limitation (as measured from the first day following the final day to respond at the prior step).

3. The grievant may be represented by a person of his or her choice at any level beyond the informal resolution level.

4. Time limitations may be waived by mutual written consent of the parties.

5. Written grievances, appeals, and responses shall be deemed served as of the date of personal service or deposit in the U.S. Mail, first-class, postage prepaid.

6. Preambles, Purpose Clauses, and the exercise of (or choice not to exercise) Management Rights shall not be grievable.

ARTICLE XVIII - NOTICES

All notices which may be necessary or proper under this Agreement may be served by personally delivering or mailing said notices, in writing, at the mailing addresses below:

Town of Moraga	Moraga Police Officers' Association
Attention: Town Manager	Attention: POA President
329 Rheem Blvd	329 Rheem Blvd
Moraga, CA 94556	Moraga, CA 94556

Notices shall be effective upon actual personal service or deposit in the U.S. Mail (first class, postage prepaid), whichever occurs first.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

A. **Integration.** The parties agree that the terms and conditions of this Agreement are a full and complete understanding of the parties regarding the matters herein, and this Agreement is intended to supersede any prior negotiations, written or unwritten understandings, or contractual provisions. It is recognized that there may be circumstances which could render certain provisions of this Agreement inoperable or create conflicts among the provisions of this agreement and which (a) were not contemplated at the time of executing this Agreement, or (b) arise beyond the control of the parties, such as requirements of federal or state law, city voter initiatives, or similar matters. In the event of such circumstances, the parties shall meet and confer in good faith to harmonize any conflicts or address any provisions rendered inoperable.

B. **Modification.** Any alteration or modification of this Agreement must be in writing, executed by the parties. Any such purported alteration or modification not complying with this subsection shall be null and void.

C. **Waiver.** The waiver of any breach, term or condition of this Agreement by either party shall not be construed as a waiver of any other terms of this Agreement or future breaches of the same provision, and shall not constitute a precedent in the future enforcement of all the terms and provisions of this Agreement.

D. **No Interim Bargaining.** The parties agree that during the negotiations culminating in this Agreement, each party enjoyed and exercised the right and opportunity to make demands and proposals or counter-proposals regarding any subject of mandatory bargaining. Subject to the express re-openers in this Agreement and Subsection A above, no further negotiations or proposals regarding the matters set forth in this Agreement are necessary or required.

E. **Severability.** If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement

shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

F. **Conflict with Personnel Rules/Policies.** In case of any material conflict between this Agreement and approved Town policies and procedures, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates set forth next to the signatures below.

For the Association:

6-14-17 _____
Date Kevin Mooney, POA President

For the Town:

06/14/2017 _____
Date Robert Priebe, Town Manager

APPENDIX A

Town of Moraga
Moraga Police Officers Association
List of Classifications

1. Police Officer
2. Police Corporal
3. Police Sergeant

APPENDIX B

Town of Moraga
Moraga Police Officers Association
Fiscal Year 2017/18 – Monthly Salary Tables
Effective July 9, 2017

Classification	Step A	Step B	Step C	Step D	Step E
Corporal	$ 6,942	$ 7,290	$ 7,654	$ 8,037	$ 8,439
Corporal, Advanced	$ 7,289	$ 7,653	$ 8,036	$ 8,438	$ 8,860
Corporal, Intermediate	$ 7,171	$ 7,530	$ 7,906	$ 8,302	$ 8,717
Patrol Officer	$ 6,543	$ 6,870	$ 7,213	$ 7,574	$ 7,953
Patrol Officer, Advanced	$ 6,869	$ 7,213	$ 7,573	$ 7,952	$ 8,349
Patrol Officer, Intermediate	$ 6,758	$ 7,096	$ 7,451	$ 7,824	$ 8,215
Police Sergeant	$ 7,524	$ 7,900	$ 8,295	$ 8,710	$ 9,146
Police Sergeant, Advanced	$ 7,899	$ 8,294	$ 8,709	$ 9,145	$ 9,602
Police Sergeant, Intermediate	$ 7,750	$ 8,137	$ 8,544	$ 8,971	$ 9,420

APPENDIX C

Town of Moraga
Moraga Police Officers Association
Fiscal Year 2018/19 – Monthly Salary Tables
Effective July 8, 2018

Classification	Step A	Step B	Step C	Step D	Step E
Corporal	$ 7,081	$ 7,435	$ 7,807	$ 8,198	$ 8,607
Corporal, Advanced	$ 7,435	$ 7,806	$ 8,197	$ 8,606	$ 9,037
Corporal, Intermediate	$ 7,315	$ 7,681	$ 8,065	$ 8,468	$ 8,891
Patrol Officer	$ 6,674	$ 7,007	$ 7,358	$ 7,725	$ 8,112
Patrol Officer, Advanced	$ 7,006	$ 7,357	$ 7,725	$ 8,111	$ 8,516
Patrol Officer, Intermediate	$ 6,894	$ 7,238	$ 7,600	$ 7,980	$ 8,379
Police Sergeant	$ 7,675	$ 8,058	$ 8,461	$ 8,884	$ 9,329
Police Sergeant, Advanced	$ 8,057	$ 8,460	$ 8,883	$ 9,327	$ 9,794
Police Sergeant, Intermediate	$ 7,905	$ 8,300	$ 8,715	$ 9,151	$ 9,608