

BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In the Matter of:

Approving the Memorandum of)
Understanding between the Town of)
Moraga and the Moraga Police Officers)
Association Effective July 1, 2022 to)
June 30, 2025)

Resolution No. 47 - 2022

WHEREAS, Resolution No. 34-2019 dated April 24, 2019, approving the Memorandum of Understanding (MOU) for the Moraga Police Officers Association (MPOA) will expire on June 30, 2022; and

WHEREAS, it is a goal of the Town to recruit and retain exceptional and loyal staff to stabilize the workforce and make progress on priority projects and initiatives while containing current and future costs and maintaining a balanced and sustainable budget; and

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

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby approves, and authorizes the Town Manager to execute the Memorandum of Understanding between the Town of Moraga and the Moraga Police Officers Association, effective July 1, 2022 to June 30, 2025, in the form attached hereto as Exhibit A with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Moraga at a regular meeting held on May 11, 2022 by the following vote:

AYES: Mayor Sos, Vice Mayor Woehleke, Councilmember Onoda
NOES: Councilmember McCluer
ABSTAIN: None
ABSENT: Councilmember Makker



Renata M. Sos, Mayor

Attest:



Marty C. McInturf, Town Clerk

- 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 Town 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.
- H. **Shift Differential.** Bargaining unit members assigned to the graveyard shift shall receive an additional four percent (4%) 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. In the event that a member uses his/her private motor vehicle to travel to/from Town business on a day off or in lieu of a regular duty shift, they shall only be eligible for mileage reimbursement for mileage in excess of their normal round-trip commute from their residence of record to the Police Department.

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 6:00 AM on Sunday and ends at 6:00 AM 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 an 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 eighty (80) hours of CTO. Once an employee has reached the 80-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 sixty (60) hours of compensatory leave twice each fiscal year in June and December consistent with the process outlined in the Town's Personnel Rules.

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. Vacation Accrual

- a) 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. For employees hired on or after July 1, 2017, 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.

Vacation Accrual Schedule:

| Years of Service | Accrual Hours/Year |
|-----------------------|--------------------|
| 0-1 | 80 |
| Every additional year | Additional 8 hours |

- b) For Employees hired before July 1, 2017, 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.
2. 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.

3. Additional Vacation Accrual -Town Manager may authorize higher vacation accrual for newly hired employees based on prior years of local agency experience, difficulty in recruiting and retaining employees, and consideration of internal equity and fairness.

If a higher vacation accrual is granted to a newly hired employee, the additional annual vacation accrual of 8 hours shall begin once the employee reaches the number of employment years equivalent to the vacation accrual calculated according to Section VII-A above. For example, if a new employee is granted 120 hours of vacation annually, they would not start earning an additional 8 hours of additional vacation until year 6.

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 25450.

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
Attention: Town Manager
329 Rheem Blvd
Moraga, CA 94556

Moraga Police Officers' Association
Attention: POA President
329 Rheem Blvd
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, Town 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, the parties agree that there will be no negotiations regarding any matter within the scope of representation during the life of the Agreement absent express and mutual agreement of the parties in writing.

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:

5/5/22

Date



Craig Walker, POA President

For the Town:

5.17.22

Date



Cynthia Battenberg, Town Manager

APPENDIX A

TOWN OF MORAGA

SALARY SCHEDULE FOR MORAGA POLICE OFFICERS ASSOCIATION (MPOA)

| Classification | Type | Step A | Step B | Step C | Step D | Step E |
|---|-------------|---------------|---------------|---------------|---------------|---------------|
| FY 2022-23 Effective July 3, 2022 | | | | | | |
| Police Corporal | M | 8,357 | 8,775 | 9,214 | 9,674 | 10,158 |
| Police Corporal, Advanced | M | 8,774 | 9,213 | 9,673 | 10,157 | 10,665 |
| Police Corporal, Intermediate | M | 8,632 | 9,064 | 9,517 | 9,993 | 10,493 |
| Police Patrol Officer | M | 7,875 | 8,269 | 8,683 | 9,117 | 9,573 |
| Police Patrol Officer, Advanced | M | 8,268 | 8,682 | 9,116 | 9,572 | 10,050 |
| Patrol Patrol Officer, Intermediate | M | 8,135 | 8,541 | 8,968 | 9,417 | 9,888 |
| Police Sergeant | M | 9,057 | 9,510 | 9,985 | 10,484 | 11,009 |
| Police Sergeant, Advanced | M | 9,508 | 9,984 | 10,483 | 11,007 | 11,557 |
| Police Sergeant, Intermediate | M | 9,329 | 9,795 | 10,285 | 10,800 | 11,340 |
| FY 2023-24 Effective July 2, 2023 | | | | | | |
| Police Corporal | M | 8,608 | 9,038 | 9,490 | 9,965 | 10,463 |
| Police Corporal, Advanced | M | 9,037 | 9,489 | 9,963 | 10,462 | 10,985 |
| Police Corporal, Intermediate | M | 8,891 | 9,336 | 9,803 | 10,293 | 10,808 |
| Police Patrol Officer | M | 8,112 | 8,517 | 8,943 | 9,390 | 9,860 |
| Police Patrol Officer, Advanced | M | 8,517 | 8,942 | 9,389 | 9,859 | 10,352 |
| Police Patrol Officer, Intermediate | M | 8,379 | 8,798 | 9,237 | 9,699 | 10,184 |
| Police Sergeant | M | 9,329 | 9,795 | 10,285 | 10,799 | 11,339 |
| Police Sergeant, Advanced | M | 9,794 | 10,283 | 10,797 | 11,337 | 11,904 |
| Police Sergeant, Intermediate | M | 9,609 | 10,089 | 10,594 | 11,124 | 11,680 |
| FY 2024-25 Effective June 30, 2024 | | | | | | |
| Police Corporal | M | 8,866 | 9,309 | 9,775 | 10,263 | 10,777 |
| Police Corporal, Advanced | M | 9,308 | 9,774 | 10,262 | 10,775 | 11,314 |
| Police Corporal, Intermediate | M | 9,158 | 9,616 | 10,097 | 10,602 | 11,132 |
| Police Patrol Officer | M | 8,355 | 8,773 | 9,211 | 9,672 | 10,156 |
| Police Patrol Officer, Advanced | M | 8,772 | 9,211 | 9,671 | 10,155 | 10,662 |
| Police Patrol Officer, Intermediate | M | 8,630 | 9,061 | 9,515 | 9,990 | 10,490 |
| Police Sergeant | M | 9,608 | 10,089 | 10,593 | 11,123 | 11,679 |
| Police Sergeant, Advanced | M | 10,087 | 10,592 | 11,121 | 11,677 | 12,261 |
| Police Sergeant, Intermediate | M | 9,897 | 10,392 | 10,912 | 11,457 | 12,030 |