

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF TIBURON
AND
THE TIBURON POLICE ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act, by and between the Town of Tiburon and the Tiburon Police Association the 1st day of December 2004.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the employees in the Tiburon Police Department and have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and Employer-Employee relations of such employees.

This Memorandum of Understanding shall be presented to the Town Council as the joint recommendation of the undersigned for salaries, fringe benefits, and working conditions of all employees.

This Memorandum of Understanding and following agreements shall not become effective until approved by the Tiburon Town Council and Tiburon Police Association.

Section 1. Recognition

1.1 Association Recognition

The Town recognizes the Association as the majority representative of the sworn and non-sworn employees of the Tiburon Police Department, excluding the classifications of Chief of Police, Police Lieutenant, Secretary and Police Officer Trainee. The category of sworn police personnel represented by the Association includes the classifications of sergeant and patrol officer. All other police personnel represented by the Association are considered non-sworn.

1.2 Dues Deduction

The Town shall, in a payroll deduction made twice each month, deduct the amount of Association dues or fees as specified by the Association and authorized by each affected employee in accordance with rules and regulations to implement the Employer-Employee relations ordinance. Said deductions are to be made without fee charged to the Association. The Association agrees to hold the Town harmless from any liability arising from such deduction.

Section 2. Association Represented Employee Rights

- 2.1 The Association has the right to represent its members before the Town Council or advisory boards or commission or the Town Manager or his/her designee with regard to wages, hours, and working conditions or other matters within the scope of representation.
- 2.2 The Association has the right to be given reasonable written notice of any proposed ordinance, rule, resolution, or regulation, or amendment thereto, relating to matters within the scope of representation.
- 2.3 The Association has the right to reasonable access to employee work locations for officers of the Association and the officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department, Town or established safety or security requirements.
- 2.4 Employees represented by the Association shall be free to participate in Association activities without interference, intimidation, or discrimination, in accordance with State law and Town policies, rules, and regulations.

Section 3. Management Rights

Except as otherwise provided in this Agreement, the rights of the Town include, but are not limited to, the exclusive right to determine the mission of its constituent department, commission, and boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting for specified services.

The Town maintains the right to use qualified volunteers or reserves in the Police Department service, provided such use does not adversely affect wages, hours, and other terms and conditions of employment. Use of said individuals shall be in accordance with State law and Police Department regulations.

Nothing contained within this Section is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

Section 4. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, or legitimate Association activities against any employee or applicant for employment by the Town or by the Department or by anyone employed by the Department; and to the extent prohibited by applicable State and Federal law,

there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

Section 5. Scope of Agreement

5.1 Term:

This Agreement shall be in effect from December 1 2004 through June 30, 2007.

5.2 Procedure for Meet and Confer:

The Town, through its representatives, shall meet and confer in good faith with representatives of the Association regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act. The Tiburon Police Association shall submit their next contract proposal changes to the Town Manager by no later than March 1, 2007. The Town shall commence contract negotiations no later than 45 days following receipt of contract proposal.

Section 6. Cafeteria Benefits Plan

(a) Effective January 1, 2005, the Town agrees to pay the cost of group dental, life, long term disability insurance and a medical and hospital insurance program coverage of up to Seven Hundred Fifty Dollars (\$750.00) per month per regular full-time employee. If the full sum specified is not used for the group insurance cost of a given employee, the difference, not to exceed One Hundred Dollars (\$100.00) per month, shall be credited and paid to the employee during each payroll, or upon termination. Any part-time employee shall receive a pro-rated amount of this monthly allowance based on their full-time equivalence.

(b) Effective January 1, 2006, the Town agrees to pay the cost of group dental, life, long term disability insurance and a medical and hospital insurance program coverage of up to Eight Hundred Dollars (\$800.00) per month per regular full-time employee. If the full sum specified is not used for the group insurance cost of a given employee, the difference, not to exceed One Hundred Twenty Five Dollars (\$125.00) per month, shall be credited and paid to the employee during each payroll, or upon termination. Any part-time employee shall receive a pro-rated amount of this monthly allowance based on their full-time equivalence.

(c) Effective January 1, 2007, the Town agrees to pay the cost of group dental, life, long term disability insurance and a medical and hospital insurance program coverage of up to Eight Hundred Twenty Five Dollars (\$825.00) per month per regular full-time employee. If the full sum specified is not used for the group insurance cost of a given employee, the difference, not to exceed One Hundred Fifty Dollars (\$150.00) per month, shall be credited and paid to the employee during each payroll, or upon termination. Any part-time employee shall receive a pro-rated amount of this monthly allowance based on their full-time equivalence.

6.1 Medical/Hospital Insurance:

The Town of Tiburon offers its employees and their dependents medical/hospital insurance coverage. A full-time employee may choose a plan from those offered

through the Public Employees Retirement System (PERS) Health Benefit plans. If the full sum specified in Section 6. (a), (b), and (c) above is exceeded for group insurance cost of a given employee and dependents, then that employee shall pay the balance of the monthly cost via a special twice per month payroll deduction for all full-time employees and their dependents. Such insurance is mandatory for all full-time employees.

6.2 Dental Insurance:

The Town of Tiburon offers its full-time employees and their dependents a dental plan. Such insurance is mandatory for all full-time employees.

6.3 Life Insurance:

The Town of Tiburon offers a Fifteen Thousand Dollar (\$15,000) life insurance policy. Such insurance is mandatory for all full-time employees.

6.4 Disability Insurance:

The Town of Tiburon offers its full-time employees long term disability insurance. Such insurance is mandatory for employees in the sergeant and patrol officer classification and optional for all others.

6.5 Change in Employee Benefit Plans:

From time to time, at its option, the Town intends to evaluate the hospital-medical, dental, life, and long-term disability insurance plans currently available to employees to determine if similar or better coverage may be available at a lower cost to the Town. The Town may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the Town meets with the Association to consult on any new plan before it is implemented.

Section 7. Retirement Program

7.1 Scope of Benefits:

The Town of Tiburon provides the 3% @ Age 55 Cal-PERS Local Safety retirement formula for sworn personnel, and the 2% @ Age 55 Local Miscellaneous retirement formula for full-time non-sworn personnel covered under this Memorandum of Understanding. Part-time employees covered under this Memorandum of Understanding shall accrue retirement benefits under the Town's part-time, seasonal, temporary employee retirement plan administered by the Hartford Life Insurance Company.

The Town contributes its employer required amount of retirement benefit as stipulated each year by Cal-PERS as well as nine percent (9%) of all full-time Local Safety employee's monthly retirement contribution, and (7%) of all full-time Local Miscellaneous employee's monthly retirement contributions. Part-time employees contribute 3.75% to the part-time, seasonal, temporary retirement plan, with the Town providing a matching contribution.

The Town of Tiburon provides sworn employees retirement benefits based on the Cal-PERS three (3) year average salary calculation.

The Town provides the single highest year retirement calculation for Local Miscellaneous Members covered under this Memorandum.

The Town of Tiburon provides the following additional Cal-PERS benefits to employees covered under this Memorandum of Understanding:

1. 1959 Survivors Benefits
2. Death Benefits - \$600
3. Unused Sick Leave Service Credit

7.2 Paid Medical at Retirement

For full time employees hired into Association represented classifications prior to September 19, 2001, the Town of Tiburon will contribute toward a retired employee's medical insurance plan based on the following conditions:

1. The employee must retire directly from employment with the Town of Tiburon and apply to PERS for service retirement benefits.
2. The retiree's medical allowance is fixed and capped at the Kaiser single rate that is in effect at the time of the employee's retirement. The allowance will be remitted monthly from the Town to the retiree.

Should Kaiser no longer be provided through the Town's cafeteria program, a similar low-cost HMO provided will be substituted.

3. The Town contribution rate is based on the following formula:
 - A. After 15 years service to the Town of Tiburon, the employee/retiree will receive 50% of the value of the Kaiser single rate.
 - B. After 20 years service to the Town of Tiburon, the employee/retiree will receive 75% of the value of the Kaiser single rate.
 - C. After 25 years service to the Town of Tiburon, the employee/retiree will receive 100% of the value of the Kaiser single rate.

For full time employees hired into Association represented classifications after September 19, 2001, the Town of Tiburon will contribute toward a retired employee's medical insurance plan, based on the following conditions:

1. The employee must retire directly from employment with the Town of Tiburon and apply to PERS for service retirement benefits.
2. The retiree's medical allowance is fixed and capped at the Kaiser single rate that is in effect at the time of the employee's retirement. The allowance will be remitted monthly from the Town to the retiree.

Should Kaiser no longer be provided through the Town's cafeteria program, a similar low-cost HMO provided will be substituted.

3. The Town contribution rate is based on the following formula:
 - A. After 15 years service to the Town of Tiburon and the accrual of 720 hours sick leave, the employee/retiree will receive 50% of the value of the Kaiser single rate.
 - B. After 20 years service to the Town of Tiburon and the accrual of 960 hours of sick leave, the employee/retiree will receive 75% of the value of the Kaiser single rate.
 - C. After 25 years service to the Town of Tiburon and the accrual of 1200 hours of sick leave, the employee/retiree will receive 100% of the value of the Kaiser single rate.

Section 8. Holidays

8.1 In accordance with Government Code and the Town Personnel Rules and Regulations, sworn personnel of the Town shall observe the following holidays on the dates indicated below:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
Independence Day	July 4
Labor Day	1st Monday in September
Admissions Day	September 9
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving	4th Thursday in November
Christmas	December 25
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Lincoln's Birthday	February 12
President's Day	3rd Monday in February
Memorial Day	Last Monday in May

In accordance with Government Code and the Town Personnel Rules and Regulations, non-sworn personnel covered under this Memorandum of Understanding shall observe the following holidays indicated below:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February

Memorial Day

Last Monday in May

- 8.3 Payment for holidays to sworn personnel shall be made, at the employee's option, as either eight (8) hours additional salary included in the pay period during which the holiday falls or eight (8) hours additional vacation shall be added to the employee's vacation accrual.
- 8.4 The position of Police Service Aide will receive the Holiday off and not the Holiday pay.

Section 9. Sick Leave

Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in the case of necessity or actual sickness or disability, and in the case of disability other than sickness, only where such disability occurred while the employee was not gainfully employed elsewhere.

9.1 Use of Sick Leave:

Sick leave may be taken for absences from duty made necessary by:

1. Personal illness, caused by factors over which the employee has no reasonable immediate control.
2. Injury not incurred in line of duty, except where traceable to employment other than the Town.
3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relation as defined in the Town's Personnel Rules & Regulations.
5. Hospitalization of a close relation as defined in the Town's Personnel Rules & Regulations or any member of the employee's household, where the Chief of Police or his/her designee approves such leave.
6. Care of a close relation as defined in the Town's Personnel Rules & Regulations, or any member of the employee's household who is ill or injured, though not hospitalized, where the Chief of Police or his/her designee approves such leave.

9.2 Sick Leave Accumulation:

Sick leave with pay shall be granted to all full-time employees who have served six (6) months, except as hereinafter provided. An employee shall accumulate eight (8) hours sick leave per month from date of hire until terminated or on leave without pay. Employees hired on a part-time basis shall accrue a pro-rated share of sick leave based on their full-time equivalent. Employees who are absent without pay for any reason more than ten (10) working days during a calendar month, shall not accumulate sick leave for that month.

9.3 Holidays During Sick Leave:

Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

9.4 Payment for Unused Sick Leave:

For each full-time classification represented by the Tiburon Police Association and hired prior to September 19, 2001, an employee may receive payment of fifty percent (50%) of the value of their unused sick leave up to a maximum of 480 hours if the following conditions are met:

1. The employee files for service retirement from the Town, or
2. The employee voluntarily separates from the Town and has at least fifteen (15) years service with the Town.

For each full-time classification represented by the Tiburon Police Association and hired after September 19, 2001, an employee may accrue unlimited sick leave with no option for payment of unused sick leave upon retirement or separation of employment with the Town.

9.5 Termination of Sick Leave:

Sick leave shall automatically terminate on the date of retirement or on the date upon which an ordinary disability allowance under the retirement system becomes effective.

9.6 Sick Leave Notification and Proof of Illness:

In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties, or as may be specified by the Chief of Police or his/her designee, of the reason for requiring such leave and failure to reasonably do so may be grounds for denial of such leave with pay.

9.7 Proof of Illness:

In any request for sick leave with pay for three (3) or more calendar days, the Chief of Police or his/her designee may require a statement in writing signed by a licensed physician, or the submission of the substantiating evidence that the employee is incapacitated and unable to perform his/her duties. The Town has the right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

Section 10. Leave With Pay

The following provide for leave with pay:

10.1 Military Service:

Military leave shall be granted in accordance with State and Federal statutes.

10.2 Jury Duty:

At the call of the Jury Commissioner, all employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the Chief of Police or his/her designee or Town Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the Town of Tiburon.

10.3 Vacation Leave:

All regular employees occupying a position shown in the Annual Salary Program become eligible for vacation leave with pay as shown in Section 11 below.

Section 11. Vacation

All regular employees are eligible for vacation leave with pay as shown below:

11.1 Vacation Leave Accrual:

Vacation leave with pay shall be credited to all full-employees at the following rates:

First five (5) years service - eight (8) hours per month

Second five (5) year service – twelve (12) hours per month

Third five (5) years service - thirteen and one-third ($13^{1/3}$) hours per month

Part-time employees hired into an Association represented classification shall accrue the pro-rated share of vacation leave accumulation above based upon their full-time equivalent.

Vacation leave shall be credited to each employee's account monthly.

11.2 Payment for Unused Vacation Time:

When an employee with six (6) months service terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's daily rate of pay.

11.3 Vacation Cash-Out Incentive

Each full-time classification represented by the Tiburon Police Association with five years of service with the Town is eligible for vacation cash-out after the usage of eighty (80) hours of vacation leave during a calendar year. Vacation cash-out pay will be issued in December each year and eligible employees can receive the following:

Employees with five (5) years of service may cash-out up to sixteen (16) hours of accrued vacation.

Employees with ten (10) years of service may cash out up to thirty-two (32) hours of accrued vacation.

Employees with fifteen (15) years of service may cash-out up to eighty (80) hours of accrued vacation.

11.4 Vacation Leave Accumulation:

Vacation leave for employees with less than five (5) years service may not be accumulated beyond two hundred hours. For employees with more than five (5) years service, vacation leave may not be accumulated beyond two hundred and eighty hours; providing the Town Manager may require two (2) of those weeks to be taken at a separate time. Employees who are on leave or suspension without pay for more than ten (10) working days in any calendar month shall not accumulate vacation leave for that month.

11.5 Sickness During Vacation Leave:

Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not be charged against vacation leave.

11.6 Vacation Leave Scheduling:

Requests for vacation leave shall be submitted in advance by the employee in writing to the Chief of Police or his/her designee, who shall approve the time employees may take their vacation.

Section 12. Salary

Current monthly salary ranges for each represented classification are as follows:

<u>TITLE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Sergeant	\$5,074	\$5,341	\$5,622	\$5,918	\$6,229
Officer	\$4,340	\$4,569	\$4,809	\$5,062	\$5,329
Police Service Aide	\$3,173	\$3,340	\$3,516	\$3,701	\$3,896

Effective the first pay period that includes August 1, 2005:

For the classifications of Police Officer and Police Sergeant

The Town of Tiburon will conduct a salary survey for the classification of Police Officer for the Law Enforcement Agencies of Belvedere, Fairfax, Mill Valley, Ross, San Anselmo, Sausalito, Twin Cities and Marin County ("Surveyed Agencies"). For purposes of the salary survey, the Town will use each agencies' top step for Police Officer, except for the City of Sausalito or any other "Survey Agency" who contributes the CalPERS Employee contribution under the section 414(h)(2) provision, whereby the 9% CalPERS Employee contribution will be deducted from the agency's top step salary for purposes of establishing the agencies top step salary.

Based on the survey, the Town will determine the percentage amount it would take to bring the top step salary for the Town's Police Officer position to the average of the survey agencies. Based on that percentage, the Town will increase the salaries for the position of Police Officer and Police Sergeant to the average, but in no case shall salaries be increased by more than 2.5%. In any event, as a result of this survey, employees will not suffer a pay reduction. In the event any agency surveyed is still in negotiations and does not have a new-posted salary by September 1, 2005, the Town will use the actual salary in place on September 1, 2005.

For the classification of Police Service Aide:

The Town of Tiburon will conduct a salary survey for the classification of Police Service Aide where they exist, for the Surveyed Agencies. For purposes of the salary survey, the Town will use each agencies top step salary, except for the City of Sausalito or any other "Survey Agency" who contributes the CalPERS Employee contribution under the section 414(h)(2) provision, whereby the 7% CalPERS Employee contribution will be deducted from the agency's top step salary for purposes of establishing the agencies top step salary.

Based on the survey, the Town will increase salaries by the percentage to make the classifications at the average of the Surveyed Agencies, but in no case shall salaries be increased by more than 2.5%.. In any event, as a result of this survey, employees will not suffer a pay reduction. In the event any agency surveyed is still in negotiations and does not have a new-posted salary by September 1, 2005, the Town will use the actual salary in place on September 1, 2005. The Tiburon Police Association recognizes that the Police Service Aide works a modified work schedule as determined by the Police Chief. For salary calculation purposes, the hourly rate will be used in determining the average salary.

Effective the first pay period that includes August 1, 2006:

For the classifications of Police Officer and Police Sergeant

The Town of Tiburon will conduct a salary survey for the classification of Police Officer for the "Surveyed Agencies". For purposes of the salary survey, the Town will use each agencies top step for Police Officer, except for the City of Sausalito or any other "Survey Agency" who contributes the CalPERS Employee contribution under the section 414(h)(2) provision, whereby the 9% CalPERS Employee contribution will be deducted from the agency's top step salary for purposes of establishing the agencies top step salary.

Based on the survey, the Town will determine the percentage amount it would take to bring the top step salary for the Town's Police Officer position to the average of the survey agencies. Based on that percentage, the Town will increase the salaries for the position of Police Officer and Police Sergeant to the average. In any event, as a result of this survey, employees will not suffer a pay reduction. In the event any agency surveyed is still in negotiations and does not have a new-posted salary by September 1, 2006, the Town will use the actual salary in place on September 1, 2006.

For the classification of Police Service Aide:

The Town of Tiburon will conduct a salary survey for the classification of Police Service Aide where they exist. For purposes of the salary survey, the Town will use top step salary, except for the City of Sausalito or any other "Survey Agency" who contributes the CalPERS Employee contribution under the section 414(h)(2) provision, whereby the 7% CalPERS Employee contribution will be deducted from the agencies top step salary for purposes of establishing the agency's top step salary.

Based on the survey, the Town will increase salaries by the percentage to make the classifications at the average of the Surveyed Agencies. In any event, as a result of this survey, employees will not suffer a pay reduction. In the event any agency surveyed is still in negotiations and does not have a new-posted salary by September 1, 2006, the Town will use the actual salary in place on September 1, 2006. The Tiburon Police Association recognizes that the Police Service Aide works a modified work schedule as determined by the Police Chief. For salary calculation purposes, the hourly rate will be used in determining the average salary.

12.2 Advancement Within Salary Range:

The following criteria shall apply to advancement within salary ranges of individual employees who are on a step plan:

Step A: Employees generally shall be hired at Step A of their respective pay range.

Step B: Employees shall be eligible for advancement to Step B upon completion of six (6) months satisfactory performance as documented by a written performance evaluation, affirmed by the Chief of Police or his/her designee, and approved by the Town Manager.

Additional Steps: Employees shall be eligible for advancement from Step B to higher steps in their respective pay range after completion of one (1) year satisfactory performance at the previous step as documented by a written performance evaluation, affirmed by the Chief of Police or his/her designee, and approved by the Town Manager.

The Town Manager may increase an employee's salary on the basis of exceptional merit within the employee's respective pay range. The Town Manager may also designate the salary rate or step at which an employee is appointed.

Section 13. Longevity Pay

For the classifications of Police Officer and Police Sergeant, the Town will recognize tenure in the form of longevity pay and will compensate employees by the fixed monthly amount below:

Upon the completion of five (5) years service to the Town	\$ 75
Upon completion of ten (10) years of service to the Town	\$125
Upon completion of twenty (20) year service to the Town	\$175

Section 14. Overtime

14.1 Definition:

For the classifications of Police Officer and Police Sergeant assigned to a 3/12 work schedule:

Authorized time worked in excess of eighty-four (84) hours in a fourteen day work period. Time paid for but not worked such as paid sick leave, vacation leave and comp time leave shall be included in the computation of said eighty-four (84) hour work period.

For the classification of Police Service Aide:

Authorized time worked in excess of eighty (80) hours in a fourteen day work period. Time paid for but not worked such as paid sick leave, vacation leave and compensatory time leave shall be included in the computation of said eighty (80) hour work period.

Traditionally, the classification of Police Service Aide and precursor classifications worked a traditional 5-40 work schedule. The Town implemented a 9-80 work schedule in October 2003. The Town reserves the right to discontinue the 9-80 work schedule and return to the 5-40 work schedule in whole or in part at any time during the length of this contract

14.2 Policy:

It is the policy of the Town of Tiburon to keep overtime at a minimum consistent with the protection of the lives and property of Tiburon citizens and the efficient operation of the Department. Overtime must be authorized by the Chief of Police or his/her designee and be in compliance with the overtime policy as set forth in the Town's Personnel Rules and Regulations.

14.3 Overtime Pay:

Overtime pay shall be paid at the option of the employee based on the rate of pay at time and one-half (1-1/2) or compensatory time at time and one-half (1-1/2) off.

14.4 Standby Time:

"Standby Time" is defined as that period of time an employee is required to leave work where he/she may be contacted to return to work if needed within a reasonable period of time. Standby time will be computed at .25 hours of each

hour of standby time (1hr: 4hrs). Standby time will be compensated at straight compensatory time off (CTO) only.

14.5 Court Time:

The minimum hours of compensation for court time on other than duty time shall be four (4) hours. Court time shall be computed at the time and one-half (1-1/2) rate and compensated as either compensatory time off or cash payment, at the employee's choosing.

14.6 Call Back Time:

Any employee who has departed from his/her work location and is called back is guaranteed a minimum of two (2) hours compensation. Employees who do not receive twenty-four (24) hour advance notice of cancellation of department scheduled non-emergency call back will receive call back time.

Section 15. Special Meal Allowance

15.1 For the classification of Police Officer and Police Sergeant directed to work a special twelve (12) hour overtime shift will be eligible for meal reimbursement not to exceed Ten Dollars (\$10). This allowance applies only to a twelve (12) hour shift that is not the employee's normal working shift. For the classification of Police Service Aide directed to work twelve (12) or more continuous hours by the Chief of Police or his/her designee in a twenty four (24) hour period (commencing from 0100 to 2400 hours) without an eight hour break, will be eligible for meal reimbursement not to exceed Ten Dollars (\$10)

15.2 A receipt must be obtained for any meals purchased or this allowance will be disallowed.

15.3 This allowance applies only to regular shift duty worked. This allowance specifically excludes court time activity, range activity, standby activity, meetings, or other non-regular shift duty.

Section 16. Education Incentive Program

16.1 For the classifications of Police Officer and Police Sergeant, the following education/certification incentive program will be compensated by the fixed monthly amount below:

Possession of POST Intermediate Certificate/Assoc. of Arts/Science Degree	\$ 95
Possession of POST Advanced Certificate/Bachelor of Arts/Science Degree	150
Possession of POST Supervisory Certificate/Master of Arts/Science Degree	185

If an employee is eligible for more than one certificate/degree incentive pay, the employee will be compensated at the higher rate, not the combined total.

Section 17. Tuition Reimbursement Program

Effective December 1, 2004, for each full-time classification represented by the Tiburon Police Association, a tuition reimbursement program shall be offered for the matriculation of an Associate or Bachelor's degree. Tuition reimbursement for

advanced degrees must be approved in advance by the Chief of Police and the Town Manager.

The Town will reimburse costs up to \$1,200 annually for the equivalent to the cost of tuition, books and fees at California State University rates. To qualify for reimbursement, employees must submit certified transcripts with evidence of a grade of "C" or better from an accredited college or university and submit bona fide receipts. Employees currently enrolled in an advanced degree program as of December 1,, 2004 shall not be subject to the annual \$1,200 cap on tuition reimbursement during the pursuit of the advanced degree currently enrolled.

Section 18. Uniform Maintenance Allowance

The Town will provide an adequate supply of uniforms and pay for necessary cleaning, as determined by the Chief of Police or his/her designee, for all classifications covered under this MOU.

Section 19. Special Pay

The Town shall compensate for the following specialty pays:

19.1 Thirty-five Dollars (\$35.00) per month shall be paid to the person(s) assigned by the department to provide the special services listed below:

1. Motorcycle Officer
2. Juvenile Officer

19.2 Person assigned as Field Training Officer (FTO) shall be paid an additional Twelve Dollars (\$12) per shift. No more than two (2) Field Training Officers shall be assigned to any one (1) shift.

Section 20. Safety Equipment

20.1 Safety Equipment

The Town of Tiburon shall supply safety equipment to its Police Officer and Sergeant personnel. All Police Officers and Sergeants shall possess and have immediately available for their use those items of safety equipment determined to be necessary by the Chief of Police or his/her designee.

20.2 Duty Footwear:

The Town will pay up to One Hundred Twenty-five Dollars (\$125.00) each fiscal year for duty footwear for personnel. Replacement shall be on as-needed basis, as decided by the Chief of Police or his/her designee, but replacement shall not be unreasonably withheld.

Section 21. Hours of Work

21.1 Normal Work Schedule for Non-Sworn Personnel

The normal work schedule for employees occupying full time positions shall consist of eighty (80) hours to be worked in a fourteen (14) day work period.

The normal workday for all non-sworn employees shall consist of not more than nine (9) hours.

21.2 Normal Work Schedule for Sworn Personnel

Sworn personnel work in accordance with FLSA 7k work period exemption consisting of fourteen (14) days commencing on Monday and ending fourteen (14) days later on Sunday. A typical workday for Sergeants and Officers assigned to patrol consists of twelve (12) hours per shift.

Typically, each shift will normally work three twelve (12) hour shifts, or thirty-six (36) hours, followed by four (4) days off and will then work four (4) twelve (12) hour shifts or forty-eight (48) hours, followed by three (3) days off, within a fourteen (14) day work period. Typically, one team will work on Sunday, Monday, Tuesday and every other Wednesday. Typically, the other team will work Thursday, Friday, Saturday and every other Wednesday, dependent upon the needs of the department.

Police Sergeants and Police Officers assigned to the above twelve (12) hour shift schedule will be assigned twelve (12) hours of working time off during each six (6) week period, as scheduled by the Chief of Police or his/her designee.

The following illustrates a typical work period:

WEEK 1						
Sunday	Monday	Tuesday	Wed.	Thurs.	Friday	Saturday
ON	ON	ON	OFF	OFF	OFF	OFF

WEEK 2						
Sunday	Monday	Tuesday	Wed.	Thurs.	Friday	Saturday
ON	ON	ON	ON	OFF	OFF	OFF

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

Sworn patrol personnel will receive at least three (3) calendar days off between scheduled work weeks. Except in times of emergency as defined by a supervising officer, no Sergeant or Officer shall work more than twelve (12) hours on patrol without an intervening break of at least eight (8) hours. Changes in the days or hours of the regular work schedule of an employee shall entitle such employee to regular overtime compensation at the rate on one and one-half (1^{1/2}) for any hours worked outside the employee's regular work schedule unless the Town has posted the change in the schedule seven (7) days prior to the change. No advance notice to employees by the Town of shift change shall be required and no overtime shall be paid when shift changes occur as a result of work related emergencies (i.e., multiple sicknesses, disabilities or injuries; an unplanned for vacancy or shortage occurring less than seven (7) days in advance of the shift change).

Section 22. Seniority

22.1 Department Seniority:

1. Employees shall be placed on the Department seniority list in accordance with their most recent date of hire.
2. When two (2) or more employees are assigned to the payroll on the same date, seniority shall be given in accordance with their relative standing on the respective eligibility list.

22.2 Classification of Seniority:

1. Employees shall be placed on a classification seniority list in accordance with their most recent date of appointment to the specific classification.
2. When two (2) or more employees are appointed or promoted to the same classification on the same date, seniority shall be based upon their relative standing on the respective eligibility list.

Section 23. Layoff Procedures

The appointing authority may layoff employees because of lack of work or lack of funds requiring the reduction of the work force of the Town. An employee or employees within a given job classification so released under this Section shall be laid off based upon seniority as defined in Section 22 with the least senior employee the first to be released from Town employment. The name of any employee so released shall be placed on an appropriate re-employment eligibility list. Within ten (10) working days before the effective date, the Personnel Officer shall notify the employee affected of the intended action, the effective date, and the reasons therefore. Employees laid off pursuant to this Section shall not have the right to appeal.

Section 24. Disciplinary Procedures and Action

No discipline shall be imposed, other than emergency suspensions prior to the conclusion of the opportunity to respond; any discipline then imposed shall be effective after that time.

- 24.1 Disciplinary Procedure:
Any complaint against any police personnel shall be investigated with due diligence and the investigations completed in a reasonable amount of time. The police personnel against whom the complaint was filed shall be informed of the outcome of the investigation as soon as possible after the investigation has been completed.
- All applicable laws, including, but not necessarily limited to Government Code Sections 3300-3310 ("Peace Officers Bill of Rights") and also "Skelly" shall be adhered to.
- 24.2 The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.
- 24.3 After being given a reasonable opportunity to review the documents and materials set forth in paragraph 1 and 2 above, the employee shall, within ten (10) days be given the right to respond, either orally or in writing (at the option of the employee), to the authority initially imposing discipline.
- 24.4 Per California Law, Officers may request in writing, the Chief of Police delete complaints against them which arise from citizens five (5) years after the date of the complaint. Further complaints against officers from department personnel may be deleted per California law, by the Chief of Police at the written request of the concerned officer two (2) years after the date of the complaint.
- 24.5 Suspension:
The Chief of Police or his/her designee may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one (1) suspension nor more than ten (10) working days in one (1) fiscal year. Such suspensions shall be reported immediately to the Town Manager. The Town Manager may suspend an employee for a period not to exceed thirty (30) working days in any fiscal year.
- 24.6 Demotion:
The Town Manager may demote an employee whose ability to perform the required duties of his/her position fall below standards or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- 24.7 Reduction in Salary:
The appointing authority may, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.
- 24.8 Discharge:
An employee in the career service may be discharged for cause at any time by the Town Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.

24.9 Cause of Discipline:

Disciplinary action may be taken for any causes listed in Section 19572 of the Government Code or for any of the following:

1. Unauthorized absence.
2. The commission or conviction of any felony or any other crime involving moral turpitude.
3. Disorderly conduct.
4. Incompetence or inefficiency.
5. Insubordination.
6. Intoxication while on duty.
7. Neglect of duty.
8. Negligence or willful damage to public property or waste of public supplies or equipment.
9. Violation of any lawful regulation or order made and given by a line supervisor.
10. Willful violation of any of the provisions of the Ordinance of the Town, these rules, or other promulgated by the Town Manager as Administrative Orders.

Section 25. Grievance Procedure

25.1 Informal Grievance Procedure:

Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

25.2 Formal Grievance Procedure:

If grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date of informally presenting the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing the filing with the Chief of Police or his/her designee a memorandum. The memo shall contain:

1. Name(s) of grievant
2. Class
3. Title(s)
4. Mailing address(es)
5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language).
6. The date upon which the grievance occurred.
7. A proposed solution to the grievance.
8. The date of execution of the grievance form.
9. The signature of the grievant.
10. The name of the organization or individual, if any, representing the grievant followed by the signature of the representative.

Step 1

Within ten (10) working days after a formal grievance is filed, the Chief of Police or his/her designee shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2

(a) If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he may, within not more than five (5) working days from his/her receipt of the Chief of Police or his/her designee's decision, request consideration of the grievance by the Town Manager by so notifying the Personnel Officer.

(b) Within ten (10) working days after such notification, the Town Manager shall investigate the grievance, confer with the persons affected and their representatives to the extent he deems necessary, and renders a decision in writing.

(c) The Town Manager shall advise the grievant, in writing, of his/her decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3

If the grievance is not resolved in Step 2, a final appeal may be filed, in writing, with the Town Council not more than five (5) working days from the employee's receipt of the Town Manager's decision. The Town Council shall, within thirty (30) days of receiving the grievance, hear and decide upon the grievance. The decision is final and binding in all respects.

No employee shall, as a direct or proximate result of such grievance, suffer dismissal from the services of the Town, transfer, demotion, reduction of salary, or other disciplinary action unless it shall be determined by the Town Council that the grievance was taken willfully and/or spitefully for purposes of disruption, with intentional disregard of facts, to wrongfully embarrass the Town, its officers, and employees, to disturb the public peace, health, safety, and welfare, or to serve personal ends inimical to the public service.

25.3 Aggrieved Employee Representation:

An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

25.4 Appeal:

A regular employee may, within ten (10) calendar days after the effective date of demotion, discharge, reduction in pay, or suspension, file a written appeal with the Town Manager. The Town Manager may make whatever investigation of the appeal he/she deems appropriate and make a finding within fifteen (15) calendar days. If the employee is dissatisfied with such finding, within ten (10) calendar days, the employee may file a written appeal with the Town Council. The Town Council shall hold a hearing within thirty (30) calendar days thereafter. The Town Council shall render its decision on the appeal within fifteen (15) calendar days following the hearing and shall notify the employee in writing of its decision.

Section 26. Fair Labor Standards Act

- 26.1 For police officers under the 7k exemption, a work period is fourteen (14) days. Police officers may accumulate up to twelve (12) hours of compensatory time during the work period prior to being paid overtime. Compensatory time shall not be accumulated in excess of forty (40) hours.
- 26.2 The police service aide's work schedule shall either be a 5/8 or 9/80 plan at the discretion of the Police Chief or his/her designee. Overtime shall be paid for hours worked in excess of their normal work schedule. All overtime earned may be either paid in cash or allowed to accrue compensatory time in accordance with the Fair Labor Standards Act. All or part of this Section shall be invalidated at such time as either a court of competent jurisdiction and/or the Congress of the United States amends or modifies the act to exclude all or some local government employees.

Section 27. Catastrophic Leave

The Town agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Time Bank will allow other bargaining unit employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a regular full-time employee who has passed his/her initial Town probationary period, 2) Have sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least thirty (30) days, and 5) Have applied for a Leave of Absence Without Pay for medical reasons.

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on a dollar-for-dollar basis and shall be paid to the recipient at the donor's rate of pay. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave, holiday, and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months. However, if approved by the Chief of Police or his/her designee and the Town Manager or his/her designees the total leave credits may be extended on a case by case basis.

Guidelines For Donating Leave Credits To The Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial Town probationary period.
- b. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an dollar-for-dollar basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed the equivalent of forty (40) hours at the recipient's rate of pay. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Chief of Police or his/her designee, the Town Manager or his/her designees may approve an extension to six (6) months total time.
- d. Initial leave time donations must be a minimum of eight (8) hours at the recipient's rate of pay and thereafter, in four (4) hour increments. An employee cannot donate leave hours that would reduce his/her vacation balance to less than forty (40) hours.
- e. The use of donated leave hours will be in consecutive one shift increments (i.e., eight (8) hours for a full-time employee working five (5) eight (8) hour days/week).
- f. While an employee is on leave using donated leave hours, no vacation, holiday, or sick leave hours will accrue.
- g. Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee as sick leave until that employee's separation from Town service.
- h. Payment for unused sick leave at the time of termination of employment, shall be in accordance with the Memorandum of Understanding.
- i. In accordance with IRS Ruling 90-29, leave transferred under such arrangements will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donated leave

incurs no deductible expense or loss either upon the donation or use by the recipient.

Section 28. Full Understanding, Modification, Waiver

- 28.1 The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- 28.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and consult with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after 1 July 2007.

Section 29. Separability of Provisions

Should any provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such provisions shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

Section 30. Maintenance of Benefits

All rights, privileges, and terms and conditions of employment in full force and effect through the duration of the previous Memorandum of Understanding and not in conflict herewith shall be part hereby and remain thereby until mutually modified by the parties hereto.

Section 31. Prevailing Rights

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

Section 32. MISCELLANEOUS

At the request of the Town, the parties agree to meet and confer on any modification of fringe benefits necessary to comply with the United States Internal Revenue Services Section 125.

TIBURON POLICE ASSOCIATION

TOWN OF TIBURON

By _____
Rob Law, President
Tiburon Police Association

By . _____
Alex D. McIntyre, Town Manager
Town of Tiburon

Date: _____

Date: _____

Approved as to Form

By _____
Ann R. Danforth
Town Attorney