

# TABLE OF CONTENTS

<b>ARTICLE</b>	<b>PAGE</b>
<b>ARTICLE I – INCORPORATION OF PREAMBLE AND EFFECTIVE DATE</b>	<b>2</b>
<b>ARTICLE II - TERM.</b>	<b>2</b>
<b>ARTICLE III – PURPOSE</b>	<b>2</b>
<b>ARTICLE IV - RECOGNITION</b>	<b>2</b>
<b>ARTICLE V - EMPLOYEE RIGHTS</b>	<b>3</b>
<b>ARTICLE VI – TOWN’S MANAGEMENT RIGHTS</b>	<b>3</b>
<b>ARTICLE VII - NO DISCRIMINATION</b>	<b>4</b>
<b>ARTICLE VIII – COMPENSATION</b>	<b>4</b>
<b>ARTICLE IX – OTHER BENEFITS/EQUIPMENT</b>	<b>6</b>
<b>ARTICLE X - STAFFING LEVEL</b>	<b>7</b>
<b>ARTICLE XI - HOURS OF WORK</b>	<b>7</b>
<b>ARTICLE XII – LEAVES</b>	<b>8</b>
<b>ARTICLE XIII – EDUCATIONAL REIMBURSEMENT</b>	<b>10</b>
<b>ARTICLE XIV – WORKING CONDITIONS</b>	<b>10</b>
<b>ARTICLE XV - PROBATIONARY STATUS</b>	<b>11</b>
<b>ARTICLE XVI - RETIREMENT ID CARD/BADGE</b>	<b>11</b>
<b>ARTICLE XVII - GRIEVANCE PROCEDURE</b>	<b>11</b>
<b>ARTICLE XVIII – NOTICES</b>	<b>13</b>
<b>ARTICLE XIX - MISCELLANEOUS PROVISIONS</b>	<b>13</b>

## **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 April 1, 2005, and shall remain in effect to and including June 30, 2010.
- 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, 2010, with the mutual intent of ratifying such agreement prior to June 30, 2010.
- C. In addition to the re-opener specified in Article XI(A) below (Hours of Work), the parties agree that if the California Legislature enacts any law lowering the cap on the employee contribution rate (and correspondingly increasing the employer contribution rate), the parties will re-open this Agreement to negotiate the issue of funding retirements costs/contributions.

### **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.

<u>Step</u>	<u>Eligibility</u>
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.**

- i. In January 1, 2006, the Town will implement a 4.5% increase to base salary.
- ii. In July 1, 2006, the Town will implement a 2.25% increase to base salary.
- iii. In January 1, 2007, the Town will implement a 2.25% increase to base salary.
- iv. Using the most recent San Francisco-Oakland-San Jose Consumer Price Index ("the CPI-U Data") for April to April, as published in May 2007, the Town will determine and implement a CPI increase in base salary of at least 2%, but not more than 4%, for the fiscal year 2007-2008. This increase will be take effect in two stages: half on July 1, 2007 and half on January 1, 2008, without compounding. In other words, if the April 2007 CPI-U directs a 3% increase for the coming fiscal year, the 3% increase shall be calculated, and half of the resulting dollar amount added to salaries effective on July 1, 2007, with the other half added effective January 1.
- v. Using the CPI-U Data published in May 2008, the Town will determine and implement a CPI increase in base salary of at least 2%, but not more than 4%, for the fiscal year 2008-2009. This increase will be take effect in two stages: half on July 1,

2008 and half on January 1, 2009, without compounding (calculated as described in subsection iv. above).

vi. Using the CPI-U Data published in May 2009, the Town will determine and implement a CPI increase in base salary of at least 2%, but not more than 4%, for the fiscal year 2009-2010. This increase will be take effect in two stages: half on July 1, 2009 and half on January 1, 2010, without compounding (calculated as described in subsection iv. above).

**C. Transition to CalPERS Retirement.** Effective January 1, 2006, absent events beyond the Town's control, the Town will implement the CalPERS "2% @ 50" safety retirement program for (a) all the employees in the bargaining unit who are not presently CalPERS annuitants, and (b) for all employees hired into the unit on or after January 1, 2006. Current 401 ICMA balances held by the employees transitioning to CalPERS will be rolled over into the CalPERS system as required by CalPERS. The Town will pay the CalPERS Employer's contribution (currently 21.3% based on the most recent actuarial data provided by CalPERS), and the employees will pay the CalPERS Employee Contribution (9%). Employees will be permitted to make their portion of the CalPERS contribution on a "pre-tax" basis pursuant to IRS Code section 414(h)(2).

**D. Deferred Compensation.** The parties' agreement to transition to CalPERS is expressly based on CalPERS's written representation that those bargaining unit employees who are currently CalPERS annuitants may "opt out" of the transition to CalPERS.

i. For these employees, the Town will pay to the account of the employee a sum equal to CalPERS Employer's contribution rate. Such payment is to made to the International City Management Association Retirement Corporation 401 Plan, or equivalent plan, selected by the Town after meeting and consulting with the Association.

ii. The Town agrees to recognize monies in a member's account as an asset of the member. The Town Manager, or approved designee, shall provide written verification of a member's assets in the 401 Plan within a reasonable time of a member's request.

iii. The Town agrees to allow for loans from the 401 Program as are permitted by then-current law at the time of the loan request.

**E. Medical, Dental and Life Insurance.**

1. Medical. The Town will pay the equivalent of one hundred percent (100%) of the 2005 Kaiser Family rate for all members of the bargaining unit. All premium increases during the term of the MOU shall be split seventy-five (75%) employer/twenty-five percent (25%) employee. Those employees enrolled in a City plan other than Kaiser will have their premiums paid at the level up to the employer's Kaiser family rate for 2005. Upon proof of alternate medical coverage, the Town will contribute an amount equal to 50% of the Kaiser Family rate above into an ICMA 457 account for the member.

2. Dental. The Town agrees to pay the entire premium for full family coverage for a Dental Plan of the Town's choice.
3. Life Insurance. Town agrees to provide a term life insurance policy in the amount of \$50,000 for each member of the bargaining unit.

## **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. Pager Pay. Each supervisor who is required to respond to off-duty requests shall be issued a pager and cell phone and shall be paid an additional 3% of their own base pay for the period of that assignment. The responsibility for off-duty responses shall be rotated, subject to the practicalities and operational needs of the department as determined in the discretion of the Police Chief.
- C. 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.
- D. Field Training Officer (FTO). Field Training Officers shall be compensated an additional \$1.75/hour for each hour actually worked as an FTO, as approved by the Police Chief.
- E. 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 two and one half percent (2.5%) above their base salary.
- F. Detective Differential. Any member assigned as a detective shall receive an additional two and one half percent (2.5%) of their base pay for the duration of that special assignment.
- G. 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.
- H. Uniform Allowance. The Town will provide an annual uniform allowance of \$1,050.00. This allowance shall be paid semi-annually (in January and July), and shall be prorated as to date of hire or release. Any required change in uniforms shall be at the Town's expense.
- I. Shift Differential. Bargaining unit members assigned to the graveyard shift shall receive an additional two and a half percent (2.5%) of their base pay for the duration of that assignment.

## **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/Overtime/Re-opener. The parties expressly agree to a limited re-opener to meet and confer regarding a change in the shift plan to incorporate greater flexibility of the employees schedules and provide cost savings to the Town. No change in the shift plan shall be implemented without the parties mutual agreement.
- B. Overtime. Overtime must be authorized in advance by a member's supervisor. A normal work week shall be forty (40) hours. Overtime is defined as time worked in excess of the normally scheduled work day or forty (40) hours in a week. Overtime will be compensated at the rate of one and one-half (1½) times the regular rate of pay or hours worked, if compensatory time. Overtime may be paid in actual pay or in compensatory time off at the member's option subject to Section D below.
- C. "Hold Over" Meal Allowance. When an officer is required to "hold over" beyond the scheduled shift and has less than eight (8) hours' notice of such, the officer shall be provided with a meal allowance of \$8.00 for each four (4) hours beyond the scheduled shift.
- D. Compensatory Time Off (CTO). The Town shall permit a maximum accumulation of eighty (80) hours of CTO. All additional overtime hours beyond this cap shall be paid at the appropriate overtime rate. Members will be allowed to cash out up to forty (40) hours of compensatory leave one time each fiscal year (time to be determined by the Town).
- E. Mandatory Court Time.
  - a. If a member is 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, the members shall be paid a minimum of three (3) hours at the overtime rate if the appearance occurs on a date on which the member is already scheduled to work. If the appearance is required on a member's day off, the minimum shall be 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.
  - b. 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".

- c. 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.
- d. A member shall be paid only 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.
- e. 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.

## **ARTICLE XII – LEAVES**

### **A. Vacation.**

1. Vacation leave shall be earned in accordance with the following schedule:
  - a. For the first through fifth years of service, members shall earn and be credited with vacation leave at the rate of 3.8 hours per pay period, and the annual accrual shall be 80 hours.
  - b. For the sixth through 15<sup>th</sup> years, members shall earn and be credited with vacation leave at the rate of 4.62 hours per pay period, and the annual accrual shall be 120 hours.
  - c. Commencing with the 16th year and for all subsequent years, members shall earn and be credited with vacation leave at the rate of 6.15 hours per pay period, and the annual accrual shall be 160 hours.
2. Vacation may be accrued to two times the annual vacation leave. Once the applicable accrual cap has been reached (2x annual vacation leave), no additional vacation shall be earned or accrued.
3. Longevity Bonus Leave. Members will be credited with 40 hours of bonus vacation leave on their 20<sup>th</sup> anniversary of their date of hire with the Town. On the 25<sup>th</sup> anniversary of the date of hire, members shall be credited with 80 hours of bonus vacation leave, and on the 30<sup>th</sup> anniversary of the date of hire, members shall be credited with 120 hours of bonus vacation leave. This leave is in addition to regular vacation accruals and shall not be subject to the accrual cap.

B. Sick Leave.

1. Sick leave is not a right which an 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). The parties acknowledge and agree that the Town's generally-applicable policies under these laws are presently being revised and will be set forth in detail, following an opportunity to meet and consult with the Association, in a separate document.

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 in the discretion of 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 of any monies earned as a juror, excepting mileage reimbursement.
- 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 Town Manager. The Town will reimburse for tuition from any college in the California State University (CSU) system or any California Community College District. 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 Town Manager. The Town Manager may not unreasonably withhold approval of appropriately related education expenses. In order to receive reimbursement, an employee must submit a complete educational reimbursement request for to the Town Manager.

### **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. Failure to satisfactorily complete the promotional probation period will result in a reduction in rank and salary.

## **ARTICLE XVI - RETIREMENT ID CARD/BADGE.**

A Public Safety Officer who has a minimum of five (5) years of service with the Town and is at least fifty (50) years old, and who leaves the service of the Town in good standing, is eligible for a Retirement Identification Card and Badge.

## **ARTICLE XVII - GRIEVANCE PROCEDURE.**

- A. Definitions.
  - a. 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.
  - b. 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.
  - a. 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.
  - b. 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) City 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.

- c. 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) City business days. The determination of the Town Manager shall be final.

### C. General Provisions

- a. 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.
- b. 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).
- c. The grievant may be represented by a person of his or her choice at any level beyond the informal resolution level.
- d. Time limitations may be waived by mutual written consent of the parties.
- e. 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.
- f. 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  
P.O. Box 188  
Moraga, CA 94556

Moraga Police Officers' Association  
Attention: POA President  
P.O. Box 188  
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:

For the Town:

\_\_\_\_\_  
Date      Jeff Price, POA President

\_\_\_\_\_  
Date      Phil Vince, Town Manager