

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN THE

SAN ANSELMO POLICE OFFICERS ASSOCIATION

AND THE

TOWN OF SAN ANSELMO

JULY 1, 2009 -- JUNE 30, 2010

TABLE OF CONTENTS

Section 1	Recognition, Cooperation and Hiring.....	1
Section 2	Compensation	1
	A. Salaries	
	B. Salary Schedules	
	C. Step Advancement	
	D. Working Out of Classification	
	E. Shift Differential	
	F. Field Training Officer/Communications Trainer	
	G. Longevity Pay	
Section 3	Probation	3
	A. Original Appointment	
	B. Promotion	
Section 4	Working Hours and Overtime	4
	A. Work Week	
	B. Overtime	
	C. Traffic and Detective Assignments	
	D. Telephone Standby for Court Appearance	
	E. Payment for Overtime	
	F. Compensatory Time Off	
Section 5	Cafeteria Benefits	6
	A. Contribution for Active Employees	
	B. Contribution for Retired Employees	
	C. Vision Plan Deductible	
	D. Unused Portion of Contribution	
	E. Outside Coverage	
	F. IRC Section 125	
	G. Pre-tax Savings Plan for Retiree Health Costs	
Section 6	Uniform/Equipment Allowance	7
	A. Uniform Allowance	
	B. Equipment Allowance	
	C. Outfitting Payment (Non-Sworn)	
	D. Outfitting Payment (Sworn)	
	E. Traffic Officer Outfitting Payment	
Section 7	Educational Allowance.....	8
Section 8	Bi-Lingual Compensation.....	9
Section 9	Holidays.....	9
	A. List of Holidays	
	B. Time Off	
	C. Alternative	
	D. Payment	
Section 10	Vacations	10
	A. Vacation Accrual	

	B. Maximum Accrual	
	C. Payment	
	D. Accrual Exceptions	
	E. Advancement	
	F. Vacation Seniority	
	G. Vacation Illness	
	H. Single Day Use	
Section 11	Health.....	12
	A. Workers' Compensation	
	B. Sick Leave Accrual	
	C. Sick Leave Limits	
	D. Sick Leave Advancement	
	E. Physician's Certificate	
	F. Verification	
	G. Outside Employment	
	H. Medical Examination	
	I. Physical Agility	
	J. Transfer of Sick Leave, Yearly	
	K. Emergency Family Care	
	L. Parental Leave	
	M. Temporary Modified Duty Policy	
Section 12	Leave with Pay.....	14
	A. Bereavement	
	B. Military Service	
	C. Jury Duty	
Section 13	Disaster Response.....	15
Section 14	Retirement and Social Security.....	15
	A, B. Sworn Employee Plans	
	C, D. Non-Sworn Employee Plans	
	E. Payment of Employee Contribution	
	F. Credit for Sick Leave	
Section 15	Supplemental Retirement Program.....	16
Section 16	Reduction in Force.....	16
	A. Bumping	
	B. Work-Connected Disability	
	C. Reinstatement	
	D. Grievances	
	E. Severance Pay	
Section 17	Working Conditions.....	17
	A. Vacant Positions	
	B. Revolving Training Account	
	C. Re-employment After Resignation	
Section 18	Grievances and Dispute Resolution.....	18
	A. Definition	
	B. Who May File	
	C. When to File	

	D. Formal Grievance	
	E. Repository	
	F. Time Limit	
	G. Representation	
	H. Expense	
	I. Failure to Appear	
Section 19	Disciplinary Action	20
	A. Due Process	
	B. Regular Full-Time (Non-Probationary)	
	C. Administrative Hearings	
Section 20	Strikes and Lockouts	21
	A. Employer/Employee Relations	
	B. Meet and Confer	
Section 21	Management Rights	21
Section 22	Waiver Clause	22
Section 23	Severability	22
Section 24	Term	22
Exhibit A	Temporary Modified Duty Policy	24
Exhibit B	Training Travel Policy	27
Exhibit C-1	Salaries – Effective July 1, 2009	28

**A MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN ANSELMO POLICE OFFICERS ASSOCIATION AND
THE TOWN OF SAN ANSELMO**

The salaries, hours, fringe benefits, and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the Town of San Anselmo (hereinafter called "Town") and the San Anselmo Police Officers Association (hereinafter called "Association")

1. RECOGNITION, COOPERATION AND HIRING

A. Town hereby recognizes Association as the exclusive bargaining representative for the purposes of establishing salaries, hours, fringe benefits and working conditions for all employees within the Police bargaining unit as defined in the Consent Election Agreement of February 1, 1975.

B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of San Anselmo.

C. Whenever a new employee is hired in any of the job classifications covered by this Agreement, Town shall notify said employee that the Association is the recognized bargaining representative for employees in that classification and shall make a copy of this Agreement available to said employee, and furnish Association with the name and address of said employee.

2. COMPENSATION

A. Salaries

Salaries of all represented, full-time employees shall be increased as follows:

July 1, 2009	Sworn members	2% increase
	Non Sworn members	2% increase

B. Salary Schedules

The monthly salary ranges covered by this Agreement are set forth in Exhibit C-1.

C. Step Advancement

For all employees the minimum monthly salary shall be Step A of the appropriate five step salary range, which shall be designated as the hiring rate. The hiring rate can be any step within the appropriate five step range based upon the employees past experience and education. The hiring rate will be determined by the Chief of Police and approved by the Town Manager.

Once hired, salary increases within a range shall be based upon performance evaluation and shall be made upon the written recommendation of the Chief of Police. Approved step advancement shall be made within the appropriate range from each step to the step next higher on each anniversary date, except as otherwise provided as follows:

- 1.) If an employee's performance is evaluated by the Chief of Police as "above average" or "outstanding" as of an intermediate anniversary date (after first six months, and annually thereafter), he/she may be advanced to the experienced rate (top step) in fewer than three and one-half years;
- 2.) If an employee's performance is evaluated by the Chief of Police as "unsatisfactory" or "below average," advancement shall be deferred until the first pay period following an evaluation of "average" or better.

D. Working Out of Classification

Any employee assigned and working on an acting basis in a classification higher than said employee's regular classification, shall be paid five percent (5%) additional for the total hours worked from the onset of such assignment.

E. Shift Differential

Any employee assigned to work a shift in which the majority of hours worked occur after 5:00 p.m. shall receive additional compensation of two and one-half percent (2.5%) of base salary as shift premium. Any employee assigned to work a shift in which the majority of hours worked occur after 11:00 p.m. shall receive additional compensation of five percent (5.0%) of base salary as shift premium.

F. Field Training Officer/Communications Trainer

Any employee assigned as a Field Training Officer or as a Communications Trainer shall receive additional compensation of five percent (5.0%) of his/her base salary

for those hours spent training an assigned trainee.

G. Longevity Pay

In addition to the base salaries for each position as set forth in Exhibits C-1 through C-3, each employee shall be eligible for longevity pay based on the following table. Each employee shall become eligible for longevity pay at the rates listed below on the date following completion of each year of service to the Town.

2+ years of service	1.0% above base salary
3+ years of service	1.5% above base salary
4+ years of service	2.0% above base salary
5+ years of service	2.5% above base salary
6+ years of service	3.0% above base salary
7+ years of service	3.5% above base salary
8+ years of service	4.0% above base salary
9+ years of service	4.5% above base salary
10+ years of service	5.0% above base salary

3. PROBATION

A. Original Appointment

All original appointments shall be tentative and subject to a probationary period. The probationary period shall include the time during which the probationary employee is in the Field Training Program and shall extend for twelve (12) months of continuous active service after successful completion of the Field Training Program.

B. Promotion

An employee who has already completed an original probationary period may be appointed to a promotional position, subject to a probationary period of twelve (12) months' continuous active service. If such an employee fails to complete the promotional probation, he/she shall be reinstated to the former position from which he/she was appointed, unless the employee is terminated for disciplinary reasons. A represented employee who has filled the position vacated by the promoted employee, shall be subject to the reduction in force provisions of Section 16 of this Memorandum of Understanding; however, if application of reduction in force provisions results in unauthorized staffing allocation levels, the redundant employee will continue to be employed by the Town for a period of five months from the date

of the reinstated employee's reversion to his/her former position.

4. WORKING HOURS AND OVERTIME

A. Work Week

The standard work week during the term of this Agreement shall consist of forty (40) hours of work in any seven consecutive calendar day period. This work week may be adjusted to accommodate alternative work schedules including but not limited to 9, 10 or 12 hour work days. The Town shall pay overtime associated with such alternative schedules as required by the Fair Labor Standards Act (FLSA) and other applicable statutes.

B. Overtime

All overtime work authorized by the Chief of Police or his/her designee shall be paid at time and one-half subject to the following conditions and limitations:

- 1.) Overtime is time worked beyond an employee's normal shift.
- 2.) Overtime shall be compensated to the nearest quarter hour.
- 3.) A minimum of three hours at time and one-half shall be paid for each required court appearance outside an officer's scheduled working hours. If such appearance is required to be made by a member of the Police Department on a day off/ the affected officer shall receive a minimum of four (4) hours' pay at the overtime rate.

Employees called to duty from an off duty status shall be paid at the overtime rate in accordance with Section 4B(3).

C. Traffic and Detective Assignments

An employee assigned to motorcycle duty as Traffic Officer shall receive five percent (5.0%) of his/her base salary as assignment differential for the duration of the assignment period. An employee assigned to Detective duty shall receive five percent (5.0%) of base salary as assignment differential for the duration of the assignment period.

D. Telephone Standby for Court Appearance

The Town agrees to compensate employees, on an overtime basis, for time spent "on call" when such employees are restricted from pursuing their own activities while waiting for a call to appear in court.

E. Payment of Overtime

Payment for authorized overtime shall be made no later than the payroll period immediate following the payroll period during which overtime is worked. Overtime shall be paid either (1) by separate check, or (2) by inclusion in the employee's regular paycheck. Employees shall select the payment method desired by completing and forwarding to Payroll an appropriate designation form. The form will be distributed to Association members each May and must be returned to Payroll no later than June 30th of the same fiscal year. The selection decision made by employees will be in effect for the entirety of the next fiscal year; employees failing to notify Payroll of their wishes by June 30th will receive overtime and holiday payment in the same manner as they selected for the previous fiscal year.

F. Compensatory Time Off

In lieu of receiving payment for overtime employees may earn and use compensatory time off (CTO) subject to the following conditions:

1. Employees may accrue a maximum of 40 hours of CTO per fiscal year by working 26.67 hours overtime.
2. Employees shall receive cash pay for any unused CTO accrual at the end of the fiscal year, June 30th.
3. Upon request of the employee, use of CTO may be granted at the discretion of the Chief of Police or Division Captain, with priority given to vacation and holiday leave requests.
4. Employees working to fill a CTO shift are required to be paid overtime and may not accrue CTO.
5. This provision is in effect for the term of the 2009-10 contract and shall not be extended beyond that date except upon mutual agreement of the parties.

5. CAFETERIA BENEFITS

A. Health Plan Contribution for Active Employees

The Town shall contribute \$225 per month toward each active employee's selected PERS health plan premium.

B. Health Plan Contribution for Retirees

The Town shall contribute \$225 per month toward each retiree's selected PERS health plan premium.

The Town will contribute an additional amount, as defined below, to the cafeteria benefits for each active employee who may use the amount of their cafeteria benefits for additional health insurance coverage and dental, vision and employee life insurance coverage, provided however that the balance of the cost for applicable coverages shall be borne by the employee. The Town shall contribute to the cafeteria benefits for each active employee an amount of dollars equal to the family premium for the Kaiser health plan, less the \$225 payment for the P.E.R.S. medical plan specified above, and an amount of dollars equal to the family premium for dental, vision and employee life insurance.

No change in benefit provider shall be made without written consent of Association.

C. Vision Plan Deductible.

The Town will reimburse employees \$5.00 of the co-payment vision plan deductible.

D. Unused Portion of Contribution

Any unused portion of the above described contribution to an active employee's insurance premiums will be returned to the employee in an amount not to exceed \$200 per month.

E. Outside Coverage

Any employee covered by this Agreement may waive participation in one or more insurance programs and receive proportionate increase in cash payment, if said employee provides acceptable proof of equivalent coverage through other sources. In no case shall total Town cost exceed \$200.

F. IRC Section 125

Town agrees to provide an IRC Section 125 plan that provides for the payment of unreimbursed medical premiums, costs for medical and dental care not covered by current insurance plans, and dependent care costs with pre-tax dollars allowed by Federal tax law. If the employee leaves Town employment before reimbursing the Town for the amount borrowed, the employee agrees to repay the Town in a timely and responsible manner.

G. Pre-tax savings Plan for Retiree Health Costs

The Town supports the employees' interest in exploring the CalGovVEBA or similar retiree health program as a means of providing the pre-tax savings program for retiree health costs and agrees to reopen the contract to consider any proposed program.

6. UNIFORM/EQUIPMENT ALLOWANCES

A. Uniform Allowance

Town agrees to pay during the term of this Agreement to each regular full-time employee who is required to maintain a uniform, a uniform allowance of \$700 per year, payable semi-annually, no later than the second paycheck in June and the second paycheck issued in November of each calendar year. A list of uniforms that each employee is required to maintain can be found in Section 1046 of the San Anselmo Police Department Manual.

B. Equipment Allowance

Town agrees to pay during the term of this Agreement to each regular full-time sworn employee, an equipment allowance of \$200 per fiscal year for maintenance and replacement of safety equipment (including but not limited to a duty weapon, baton/ASP, etc.). Such payment shall be made annually in the first paycheck of September of each fiscal year.

C. Outfitting Payment (Non-Sworn)

Any newly-hired full-time, non-sworn employee shall receive a one-time outfitting payment of \$500 to offset the cost of uniforms required by the Police Department's General Orders. In addition, at the discretion of the Chief of Police and upon written employee request/justification, up to one-half (½) of the annual uniform

allowance referenced in Section 6a above may be advanced to offset employee cash outlay.

D. Outfitting Payment (Sworn)

Any newly-hired full-time, sworn employee shall receive a one-time outfitting payment of \$1000 for the purchase of mandatory safety equipment as identified in California Government Code Section 50081, and the parties agree that the \$1000 outfitting payment fulfills the requirements of California Government Code Section 50081. The Town will continue to provide at time of hire to each sworn employee a ballistic vest and such vest thereafter shall be maintained and replaced every 5 years by the Town. An employee shall not receive both the \$1000 outfitting payment and the \$200 equipment maintenance/replacement allowance the same fiscal year.

E. Traffic Officer Outfitting Payment

Any officer assigned to regular motorcycle duty shall receive a one-time payment of \$1560 at the time of assignment for purchase of items related to the assignment, (excluding the officer's motorcycle helmet which is provided by the department) and the parties agree that this payment meets the requirements of California Government Code 50081.1. Such one-time payment shall be in addition to the regular uniform allowance described in Section 6a above and the equipment maintenance/replacement payment described in Section 6b above.

7. EDUCATIONAL ALLOWANCE

Education allowance shall be as follows:

A. Non-Sworn Employees

Non-sworn employees providing acceptable certification of either an A.A. degree or 60 semester units or better shall receive a flat rate payment of \$200 per month. Non-sworn employees providing acceptable certification of a B.A./B.S degree shall receive a flat rate payment of \$275 per month.

B. Sworn Employees

Sworn employees providing acceptable certification of either an A.A. degree, 60 semester units or better, or an Intermediate P.O.S.T. Certificate shall receive a flat rate payment of \$200 per month. Sworn employees providing acceptable certification of a B.S./B.A. degree or an Advanced P.O.S.T. Certificate shall receive

a flat rate payment of \$275 per month.

8. BI-LINGUAL COMPENSATION

Effective March 10, 2008, any employee who successfully passes the City of San Rafael's Spanish Language Conversational Fluency Examination and provides to the Town appropriate documentation of that certification shall receive additional compensation of two and one-half percent (2.5%) of base salary as bi-lingual premium pay. Compensation shall begin as of the beginning of the month following submission of certification and continue for a period of two years from the successful test date, at which time the employee may requalify for this compensation by repeating the certification process outlined above. Preparation and test-taking time for this voluntary program is not compensated by the Town.

9. HOLIDAYS

A. Holidays

Holiday time-off shall not apply to employees covered by this Agreement. In lieu thereof, regular full-time employees shall receive 8 hours of pay for each of the following holidays:

1. January 1
2. Third Monday in January (Martin Luther King Jr. Birthday)
3. February 12
4. Third Monday in February (Presidents' Day)
5. Last Monday in May (Memorial Day)
6. July 4
7. First Monday in September (Labor Day)
8. September 9 (Admissions Day)
9. November 11 (Veterans' Day)
10. Thanksgiving Day (the Thursday in November designated by the President of the United States as "Thanksgiving Day")
11. Friday immediately following Thanksgiving Day
12. December 25 (Christmas)
- 13a. December 24 - **half day**
- 13b. December 31 - **half day**

and every day appointed by the President of the United States or the Governor of California and observed by the Town as a public feast, Thanksgiving, or Holiday, and one day per fiscal year to be designated by the employee as a floating holiday.

Notwithstanding the general limitation on holiday time off, an employee required to work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, or December 25 shall be given equivalent time off at a time agreed between the employee and the Chief of Police.

Employees will be permitted to use up to seven days in single day increments from either Holiday equivalent time off accrual, vacation accrual, or a combination of the two, subject to the convenience of the Town. (See Section 10.H of this Agreement.)

B. Time Off

Alternatively, an employee may at his/her option, only if convenient to the Town, receive equivalent time-off.

C. Alternative

In the alternative to the above, employees working a regular, workday schedule (regular day shifts, Monday - Friday), shall be compensated for holidays that fall on the weekend in the following manner:

If the Chief of Police determines that the needs of the Department so allow, the employee will be granted the Friday before the weekend off, or the Monday after the weekend off.

If the Chief of Police determines that Department needs do not make this possible, and as the Chief of Police allows, the employee will either be paid for an additional eight (8) hours worked for that week or will be allowed to add those eight (8) hours to his/her accumulated leave time.

D. Payment

Employees shall be paid for one-half of their holidays falling in a given fiscal year on the second pay period in November of each calendar year, and be paid for the other half of the holidays on the second pay period in June of the following calendar year. Payment method shall be either by separate check or inclusion in an employee's regular paycheck as elected by the employee in accordance with the procedure described in Section 4E of this Agreement.

10. VACATIONS

A. Vacation Accrual

During the term of this Agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of years of continuous service in accordance with the following schedule:

YEARS OF SERVICE	ANNUAL VACATION ENTITLEMENT
1 through 2	88 Hours Annually
3 through 6	120 Hours Annually
7 through 11	144 Hours Annually
12 through 14	160 Hours Annually
15 and over	200 Hours Annually

Vacation time shall be accumulated monthly, from the onset of employment.

B. Maximum Accrual

Accumulated unused vacation time shall not exceed 360 hours per employee. Additional accumulation shall be suspended, unless otherwise approved in advance by the Town Manager in his/her sole discretion, in cases where beneficial to the Town.

C. Payment

An employee who resigns, retires, is laid off, or discharged, and who has earned vacation time to his/her credit shall be paid for said earned vacation as of the effective date of termination.

D. Accrual Exceptions

Vacation shall be accumulated in accordance with the schedule set forth in paragraph 10A of this Agreement only for each month or fraction thereof actually worked. Paid vacation leave shall be treated as time worked for the purposes of this sub-section. No vacation shall be accumulated during periods of leave without pay exceeding fifty percent (50%) of any given month.

E. Advancement

After the first six (6) months of service, an employee may take up to 40 hours of vacation in advance of accrual, if approved by the Chief of Police or his/her designee.

F. Vacation Seniority

Preference as to timing of vacation within each general class of employment shall be determined by seniority. For this purpose, "seniority" means length of continuous service with the Town. Service shall be deemed continuous if not broken by an absence exceeding one year, unless said absence was voluntary on the part of the employee.

G. Vacation Illness

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

H. Single Day Use

Employees will be permitted to use up to seven days in single day increments from either Holiday equivalent time off accrual, vacation accrual, or a combination of the two, subject to the approval of the Chief of Police or his/her designee. (See Section 9.A of this Agreement).

11. HEALTH

A. Workers' Compensation

Disability of sworn personnel resulting from a work-connected illness or injury shall be compensated exclusively in accordance with Labor Code Section 4850. Time off work for an injury not connected with work for the Town, except as limited in Section 11G below, shall be charged against accrued sick leave.

B. Sick Leave Accrual

During the term of this Agreement, all regular full-time employees shall accrue 8 hours of sick leave for each month or major fraction thereof. Sick leave shall not accrue during periods of leave without pay exceeding fifty percent (50%) of any given month.

C. Sick Leave Limits

Unused sick leave shall accumulate without limit.

D. Sick Leave Advancement

In case of necessity, up to 48 hours of sick leave may be taken in advance of accrual.

E. Physician's Certificate

A physician's certificate in a form acceptable to the Town Manager may be required by the Chief of Police or by the Town Manager before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury.

F. Verification

Association recognizes the right of Town to verify and control sick leave by making home visits and by other reasonable means.

G. Outside Employment

Absence caused by compensable injury sustained while gainfully employed by a commercial employer, whether or not such employer is insured, shall not be recognized as disability or sick leave.

H. Medical Examination

Association agrees that Town may require annually, or at any time, a general or specific medical examination of any employee covered by this Agreement. Such examination shall be by Town's medical consultant, at Town cost. Town will reimburse employee, upon presentation of proof, for any out-of-pocket expense sustained by employee as a result of this section. Town agrees to give a reasonable time as determined by Town's medical consultant, in consultation with the employee's own physician, for correction of any correctable condition which if uncorrected may result in unfitness for police work.

I. Physical Agility

Town may institute a continuing program of testing for physical agility.

J. Transfer of Sick Leave, Yearly

An employee using less sick leave in a contract year than he/she has accrued in that

year may elect to transfer twenty-five percent (25%) of the excess to his/her vacation accrual, or may elect to have the equivalent cash deposited in his/her name into the Deferred Compensation Program.

K. Emergency Family Care

An employee may utilize paid sick leave up to a maximum of 48 hours per year in cases of illness or injury to an immediate family member residing in the employee's home. Immediate family is defined in section 12A Bereavement.

L. Parental Leave

Parental leave shall be granted in accordance with the provisions of the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and State Disability Insurance's program for Paid Family Leave (PFL).

M Temporary Modified Duty Policy

Refer to "Exhibit A" of this document.

12. LEAVE WITH PAY

The following provide for leave with pay:

A. Bereavement

Up to 40 hours, not chargeable to sick leave, may be used for the death of a member of immediate family. A member of the immediate family means: mother, father, daughter, son, spouse, mother-in-law, father-in-law, or step-child living in the home, or any other person the Chief of Police may consider to be of comparable relationship whether that relationship is a formal one or not.

B. Military Service

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

C. 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 Town Manager. The employee shall receive full pay for the

time served on the jury. Money received from the court by the employee for jury duty shall be deposited with the Town of San Anselmo.

13. DISASTER RESPONSE

In the event an employee represented in this unit is prevented from reporting to work due to a verified natural, or other disaster, that employee will have the option of utilizing vacation time and holiday equivalent time off. The burden of proof of demonstrating that he/she is unable to report to work because of a natural disaster shall be upon the employee.

14. RETIREMENT AND SOCIAL SECURITY

A. Effective January 1, 2002 all full-time, sworn employees shall be members of the 3% @ 50 PERS Modified Retirement Plan.

B. Effective July 1, 2006 all full-time, sworn employees hired by the Town on or after February 1, 2007 shall be members of the 3% @ 55 PERS Modified Retirement Plan.

C. Effective July 1, 2004 all full-time, non-sworn employees shall be members of the 2.7% @ 55 PERS Modified Retirement Plan.

D. Effective July 1, 2006 all full-time, non-sworn employees hired by the Town on or after February 1, 2007 shall be members of the 2% @ 55 PERS Modified Retirement Plan.

E. Payment of Employee Contribution

The Town agrees to pay to the Public Employees Retirement System, on behalf of each sworn and non-sworn full-time employee, all of the required employee contribution to said system. Sums paid by the Town to PERS hereunder shall, at the time of termination, belong to the employee.

F. Credit for Sick Leave

The Town has amended its contract with PERS to allow employees to utilize one hundred percent (100%) of their unused sick leave to extend their term of service upon retirement, or to provide that such employee may, at his/her discretion, be given the cash value of fifty percent (50%) of his/her accumulated sick leave upon retirement.

15. SUPPLEMENTAL RETIREMENT PROGRAM

The Town agrees to maintain a Supplemental Retirement Program designed to enhance the PERS retirement plans. This program will offer a variety of investment options and a financial advisory service made available to each individual employee represented in this unit at no direct expense to the employee. The program will be directed by a committee, with one member of that committee representing the employees in this unit. Employee participation in this program is strictly voluntary.

16. REDUCTION IN FORCE

Association agrees that Town has the right to terminate by lay-off at any time any regular full-time employee covered by this Agreement for lack of work or for budgetary reasons. Any such reduction in force shall be in order of seniority within each class affected. For this purpose, "seniority" means length of continuous service with Town. Service shall be deemed continuous if not broken by an absence exceeding one year. The following provisions shall also apply:

A. Bumping

An employee subject to lay-off may bump an employee in a lower related class from which the first employee has been promoted.

B. Work-Connected Disability

An employee on work-connected disability leave at the time of lay-off shall be carried as a technical lay-off for the duration of such leave.

C. Reinstatement

If an eliminated position is re-established within thirty-six (36) months from date of lay-off, the laid off employee shall have a right to reinstatement at his/her previous rank and pay step, without examination other than medical examination.

D. Grievances

An alleged misapplication of the rules established by this subsection is subject to the grievance procedure.

E. Severance Pay

An employee terminated under the provision of this section shall receive notice or severance pay in accordance with the following schedule:

- 1.) Less than two (2) years of continuous service - a minimum of two (2) weeks' notice, during which notice period employee shall continue to work.
- 2.) After two (2) years of continuous service - one month's severance pay, payable in a lump sum as of the termination date.
- 3.) After five (5) years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.
- 4.) After ten (10) years of continuous service - six (6) months' severance pay, payable in a lump sum as of the termination date.

17. WORKING CONDITIONS

A. Vacant Positions

Town agrees to notify Association immediately of any decision to leave unfilled any vacant position in the bargaining unit. Absent such decision, Town agrees to proceed with all deliberate speed to fill any vacancy, and to keep Association advised of recruiting process.

B. Revolving Training Account

Town agrees that the Police Department budget line items for education and training shall be operated as a revolving account, reimbursed by P.O.S.T. funding. In the event this budget is depleted to the degree that insufficient funds are available, due to P.O.S.T. reimbursements not being on hand, funds shall be transferred from the General Fund on a temporary basis until such reimbursements are received.

C. Re-employment after Resignation

An employee who resigns in good standing and is re-employed by the Town in his/her former position within two (2) years of resignation will be placed at the last salary step held, will accrue vacation leave at the rate in effect at the time of resignation, and will be eligible for longevity pay for years of service with the Town excluding breaks in service. In addition and at the discretion of the Chief of Police,

the employee may be eligible for reinstatement of up to two weeks of sick leave which the employee had accrued but which was unused at the time of resignation. The employee's seniority date for all other purposes shall be the date of re-hire.

18. GRIEVANCES AND DISPUTE RESOLUTION

All disputes arising under this Agreement shall be resolved in accordance with the grievance procedure set forth below.

A. Definition

A grievance is a claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of this Agreement, or of State or Federal law, or of a Town ordinance, resolution, rule, regulation or existing practice affecting the status or working conditions of employees covered by this Agreement. The exception is a change in an existing benefit or purported existing benefit not encompassed in this Agreement, State or Federal law, or Town ordinance, is no a grievance.

B. Who May File

A grievance may be filed by any employee covered by this Agreement, in his/her own behalf, or jointly by a group of such employees, or Association.

C. When to File

Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her 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.

D. Formal Grievance

If the grievant believes that the grievance has not been redressed within five (5) working days he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can be initiated only by completing and filing with the Town Manager a form provided by him/her for this purpose.

Step 1: Within ten (10) working days after a formal grievance is filed, the Chief of Police or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

Step 2: If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Police Chief's decision, request consideration of the grievance by the Town Manager, by so notifying the Town Manager's Office in writing. Within (10) working days after such notification, the Town Manager shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing. If the decision of the Town Manager resolves the grievance to the satisfaction of the grievant, it shall bind the Town. If the decision of the Town Manager does not resolve the grievance to the satisfaction of the grievant, the grievant may file a final appeal.

Step 3: A final appeal may be filed, in writing, with the Town Manager's Office not more than five (5) working days from receipt by grievant of Town Manager's decision. At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Town Manager, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such event, the decision of the Board of Review shall be made in writing within thirty (30) calendar days after the filing of the appeal. The decision of the arbitrator or of the Board of Review as the case may be, shall be final and binding on all parties.

E. Repository

The Town Manager's Office shall act as a central repository for all grievance records.

F. Time Limit

The time limit may be extended only by mutual agreement in writing.

G. Representation

An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of the Association is entitled to be present at all meetings, conferences and hearings.

H. Expense

All expenses of arbitration shall be shared equally by the Town and grievant in

grievance arbitrations except in grievance arbitrations regarding disciplinary actions. In grievance arbitrations involving disciplinary actions, the cost of the arbitrator will be borne by the Town and all other expenses shall be shared equally by the Town and grievant. In all cases, each party shall bear their own attorneys' fees.

I. Failure to Appear

Failure on part of Town or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

19. DISCIPLINARY ACTION

A. Due Process

A disciplinary action as defined in San Anselmo Municipal Code Sec. 2-3.07 (a) shall be treated and processed as a grievance under Section 18 of this Agreement, subject to the following further due process requirements:

B. Regular Full-Time (Non-Probationary) (In lieu of Step 1 of the grievance procedure)

Before taking a disciplinary action against any regular full-time employee, the Chief of Police shall:

Furnish the employee with a written notice of the proposed action, statement of the reasons therefore, statement of specific charges, and copies of the materials upon which the proposed action is based.

Within five (5) working days, conduct an informal closed hearing at which the employee and/or his/her representative may be heard, may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Chief of Police to withhold or modify the proposed action.

Extend to the employee as well, an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Chief of Police may proceed with the proposed disciplinary action or a modification thereof once he/she provides the employee with a copy of the written statement of the actions, reason therefor, and specific charges.

C. Administrative Hearings

If the Chief of Police believes that the public interest requires that disciplinary action be effective immediately, he/she shall deliver to the Town Manager and to the employee affected, the notice required by paragraph b(1) of this section. After notice to the affected employee, the Town Manager shall conduct as closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate.

20. STRIKES AND LOCKOUTS

A. Employer/Employee Relations

This Agreement is subject to all existing laws of the State of California, and to Resolution No. 1561 of the Town of San Anselmo (Resolution Establishing Policy and Procedure for Administration of Employer-Employee Relations). The Town, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby. In case of conflict between this Agreement and provisions of a Town Ordinance, or Resolution other than Resolution No. 1561, this Agreement shall govern.

B. Meet and Confer

Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 17a of this Agreement shall be made only following notice to, consultation and negotiations with Association. Such changes shall be subject to the grievance procedure.

21. MANAGEMENT RIGHTS

The reserved rights of the Town include but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; direct its employees; determine the procedures and standards of selection for employment and promotion; assign work to and schedule employees in accordance with requirements as determined by the Town, including but not limited to, emergency overtime and callback, and to establish and change work schedules and assignments upon reasonable notice; establish and modify probationary periods and reasonable employee performance standards, establish and enforce reasonable dress and grooming standards; take disciplinary action; relieve its employees from duty because of lack of work, lack of funds or for other

legitimate reasons; maintain the efficiency of governmental operations; 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 to exercise complete control and discretion over its organization and the technology of performing its work.

If any matter in the exercise of this management rights clause falls within the scope of representation as defined under the Myers-Milias-Brown Act, the Town agrees to give notice and meet and confer prior to implementation.

22. WAIVER CLAUSE

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement except as specifically provided in Sections 20B, 22, and 24 of this Agreement, notwithstanding provision of law to the contrary.

23. SEVERABILITY

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

24. TERM

This Agreement shall be in effect from July 1, 2009 through June 30, 2010. Both parties agree to reopen this Agreement with regard to monetary items if the Town experiences a significant change in its financial situation.

A. This Agreement shall continue in effect thereafter from year to year unless either party gives at least one hundred twenty (120) days' notice prior to June 30, 2010, or any yearly anniversary date thereafter, to terminate or modify this Agreement.

B. Notwithstanding Section 24B, continuation of this Agreement after June 30, 2010 may be voided by operation of Section 11 A (4) of Resolution No. 1561 of the San Anselmo Town Council.

C. Upon giving notice provided herein, the parties shall meet, collectively negotiate, and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term or prior to the end of the fiscal year of the contract, as the case may be.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute the within Agreement on this 28 day of July, 2009.

SAN ANSELMO POLICE
OFFICERS ASSOCIATION

TOWN OF SAN ANSELMO

BY: [Signature]
CHIEF NEGOTIATOR

BY: [Signature]
TOWN MANAGER

RATIFIED:

RATIFIED:

SAN ANSELMO POLICE
OFFICERS ASSOCIATION

TOWN OF SAN ANSELMO

BY: [Signature] VICE-PRESIDENT
FOR PRESIDENT [Signature]

BY: [Signature] V. Mayor
MAYOR

ATTEST:

[Signature]
TOWN CLERK

Exhibit A

TEMPORARY MODIFIED DUTY POLICY SAN ANSELMO POLICE DEPARTMENT

Purpose

This policy shall apply to an employee who incurs either an on or off-duty injury or illness that precludes his/her performance of all regular and essential duties. Such instances may impose a financial hardship on the employee because of insufficient sick or vacation leave or a hardship on the Police Department (Department) because of a reduction in personnel resources.

It shall be the policy of the Department to consider and evaluate temporary light or modified duty assignments on a case-by-case basis. It shall be the policy of the department to maximize the abilities of such ill/injured employees to assist in meeting the needs and goals of the Department.

Any Department employee having an injury or illness, whether sustained on or off-duty, which results in functional limitations that interfere with his/her customary duty assignment for the Department, is eligible for a Temporary Modified Duty assignment. The Department has the right to determine if there is such an assignment that fits within the evaluation criteria outlined in Section 2 available.

Evaluation Criteria

The Police Chief or his/her designee (Police Chief) shall make temporary modified duty assignments, as necessary. The intent of such modified duty assignments is to utilize an ill/injured worker for a limited period of time while he/she recuperates from the illness or injury. The modified duty assignment shall be in keeping with the rank and skills of the employee and for meaningful work or projects within the Department.

Upon determination by the Police Chief that a modified duty assignment, in keeping with the employee's rank, skills and ability to provide meaningful assistance to the Department and which complies with any medical restrictions set by the treating physician, an offer of temporary modified work will occur. The injured/ill worker and the Police Chief shall meet to discuss the offer of modified duty and review the modified duty job description.

Temporary modified duty work shall be assigned within the scope of an employee's regular employment. Examples of such work include special projects, research, crime prevention, report writing, investigation, dispatch, etc. Actual assignments shall be determined based on the Department need, the employee's ability to perform the work, and the medical restrictions that the injury or illness dictate, as specified by the treating physician. It will be the Department's responsibility to ensure that an employee is provided with the adequate training to fulfill the basic work expectations of a temporary modified assignment, assuming such training is not deemed burdensome to the Department. (Note: much of this narrative was in Section 4 of the Fire policy. It seemed more appropriate to place it in the criteria section.)

Medical clearance for such assignments must be obtained from the treating physician.

The Department shall be responsible for providing a thorough description of the proposed modified duty work to the treating physician for his/her use in determining medical clearance. The Department reserves the right to refer the employee to a physician of its choosing for additional medical opinion.

The treating physician will be requested to estimate a date of recovery from the illness or injury and when the employee may be expected to return to full duty. Such dates can be adjusted based on accelerated rehabilitation or recovery or extended due to changed circumstances.

Temporary modified duty assignments shall be offered for that period of time occurring between scheduled appointments with the treating physician or up to 30 day increments, if deemed appropriate by the Police Chief. In no event shall temporary modified duty assignments exceed thirty (30) days without the approval of the Police Chief and continued medical clearance by the treating physician.

The duration of such temporary modified duty assignments shall be determined on a case by case basis, in accordance with the physician's stipulations and approval and the duration of the work to be performed, as determined by the Police Chief.

There are no permanent modified duty assignments in the Department.

4850 or other applicable worker's compensation benefits are not paid for those hours an employee is on temporary modified duty.

Administration of Temporary Modified Duty.

Employees assigned to temporary modified duty will be supervised by the Police Chief.

The Police Chief shall process applications or directives for restricted duty assignment and monitor the bulk of assignments with the goal of achieving the successful return of the employee to full duty.

Refusal of Temporary Modified Duty Assignment.

Temporary modified duty assignments offered by the Department and refused by the injured/ill employee terminates the employee's eligibility for 4850 or other worker's compensation benefits (temporary disability benefits). Upon refusal of a temporary modified duty assignment, for which the employee has or could receive medical clearance, the injured employee's time will be charged to sick leave and/or vacation leave pursuant to the Memorandum of Understanding.

Return to Unrestricted or Full Duty.

Return to full duty shall occur after medical clearance by the treating physician to perform the regular essential functions of the position. The Department may also require medical clearance from a physician selected by the Department.

Exhibit B

TRAINING TRAVEL POLICY SAN ANSELMO POLICE DEPARTMENT

Purpose

This policy shall apply to an employee who is assigned by the Police Department (Department) to attend training away from the Town.

Compensation and Reimbursement

- Employees attending training within a 100 mile radius of the Police Department shall receive no pay for Travel Time to or from the training.
- Employees attending training within a 100 mile radius from the Police Department and where, as approved in advance by the Division Commander, it would be impractical to commute back and forth necessitating a hotel stay, the Police Department will pay for the cost of said hotel and per diem beginning the evening prior to the first day of training and through the end of the training.
- Employees attending training 100 miles or greater from the Police Department will receive Travel Time pay from the time they leave their residence until they reach their destination utilizing the most time efficient method of travel. Time will be paid at the employee's straight time rate and shall not be considered time worked under the Fair Labor Standards Act. In addition, the Department will pay for the cost of the employee's hotel and per diem beginning the evening prior to the first day of training, if the employee chooses to travel the day prior to the training, and through the end of the training.
- Employees eligible for Travel Time pay will receive straight time for one trip to and from the training venue. If the specific training is several days or weeks in duration and the employee chooses to come home between sessions, no Travel Time will be paid for the additional trips.

**TOWN OF SAN ANSELMO
AND
SAN ANSELMO POLICE OFFICERS ASSOCIATION**

MEMORANDUM OF UNDERSTANDING FOR TERM: JULY 1, 2009 - JUNE 30, 2010

EXHIBIT C - 1

Classification	Step A	Step B	Step C	Step D	Step E
Communications Dispatcher	4,187	4,396	4,616	4,847	5,089
Community Services Officer	4,187	4,396	4,616	4,847	5,089
Dispatch Records Supervisor	5,026	5,277	5,541	5,818	6,109
Officer	5,217	5,478	5,752	6,040	6,342
Corporal	5,478	5,752	6,040	6,342	6,659
Sergeant	6,272	6,586	6,915	7,261	7,624

****NOTE: Detective, Field Training Officer, Motorcycle Officer, and Communications Trainer are 5% above Officer.**