

RESOLUTION NO. 13-14

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL VALLEY
PERTAINING TO THE COMPENSATION AND WORKING CONDITIONS
FOR EMPLOYEES REPRESENTED BY THE MILL VALLEY POLICE
OFFICERS ASSOCIATION AND THE CITY OF MILL VALLEY**

(Four-year agreement from July 1, 2012 through June 30, 2016)

WHEREAS, the Mission Statement of the City of Mill Valley City Council is “...*To provide a full range of municipal services to the residents and businesses in accordance with the General Plan and City Council policy and direction. City staff shall deliver those services in an efficient, effective and courteous manner with a commitment to operational excellence*”; and

WHEREAS, the City of Mill Valley is reliant upon its excellent employees to fulfill the City’s Mission and to deliver the high quality services the residents of the community desire; and

WHEREAS, the Mill Valley City Council has adopted and respected a Core Value to guide its policy-making and budgetary decisions of “*Prudent fiscal policies and practices*” and has employed this fiscally prudent approach to municipal finances with respect to employee compensation and benefits; and

WHEREAS, the City of Mill Valley and the Mill Valley Police Officers Association, herein known as the Association, have met and conferred with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding pertaining to the four-year period from July 1, 2012 through June 30, 2016 has been agreed to by duly authorized representatives for both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL VALLEY DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. From and after the date of adoption of this Resolution, the City of Mill Valley and the Association shall utilize the Memorandum of Understanding for the period beginning July 1, 2012, attached hereto, in its substantial form, as the official document of reference respecting compensation and working conditions for employees represented by the Association.

2. The schedules describing classes of positions and salary ranges are attached to said Memorandum of Understanding and, together with the Memorandum of Understanding itself, are hereby adopted and shall be attached hereto and incorporated in full.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Mill Valley on the 15th day of **April, 2013**, by the following vote:

AYES: Councilmembers: Lion, Moulton-Peters, Wachtel, Berman

NOES: None

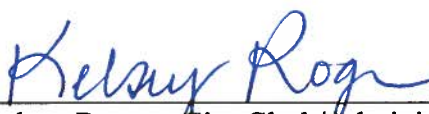
ABSTAIN: None

ABSENT: Councilmember: Marshall



Andrew Berman, Mayor

ATTEST:



Kelsey Rogers, City Clerk/Administrative Analyst

MEMORANDUM OF UNDERSTANDING
Between
CITY OF MILL VALLEY
And
MILL VALLEY POLICE OFFICERS ASSOCIATION

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
<i>1 No Discrimination</i>	<i>1</i>
<i>2 Effect of Memorandum of Understanding upon Personnel Rules</i>	<i>2</i>
<i>3 Grievance Procedure</i>	<i>2</i>
<i>4 Disciplinary Appeal Process</i>	<i>3</i>
<i>5 Representatives</i>	<i>5</i>
<i>6 Classification Plan</i>	<i>5</i>
<i>7 Salary and Wage Plan</i>	<i>5</i>
<i>8 Work out of Class</i>	<i>6</i>
<i>9 Hours of Work</i>	<i>6</i>
<i>10 Overtime</i>	<i>7</i>
<i>11 Standby Duty</i>	<i>7</i>
<i>12 Shift Differential</i>	<i>8</i>
<i>13 Special Assignment Pay</i>	<i>8</i>
<i>14 Field Training Officer Pay</i>	<i>8</i>
<i>15 Off Duty Pay</i>	<i>8</i>
<i>16 Holidays</i>	<i>9</i>
<i>17 Vacation Accrual</i>	<i>9</i>
<i>18 Sick Leave</i>	<i>10</i>
<i>19 Funeral Leave</i>	<i>11</i>

TABLE OF CONTENTS, CONTINUED

<u>SECTION</u>	<u>PAGE</u>
20 <i>Worker's Compensation Leave</i>	11
21 <i>Leave without Pay</i>	11
22 <i>Military Leave</i>	12
23 <i>Leave to Serve on Jury Duty or as a Witness at a Trial</i>	12
24 <i>Educational Incentive Program</i>	12
25 <i>Bilingual Pay</i>	12
26 <i>Salaries</i>	13
27 <i>Longevity Pay</i>	13
28 <i>Health Insurance</i>	13
29 <i>Dental/Insurance</i>	13
30 <i>Probationary Period</i>	14
31 <i>Uniform Replacement Program</i>	14
32 <i>Police Officer Trainee</i>	15
33 <i>Life Insurance</i>	15
34 <i>Retirement Plan</i>	15
35 <i>Retiree's Medical and Dental</i>	16
36 <i>Long-Term Disability Insurance</i>	16
37 <i>Physical Fitness Program</i>	16
38 <i>Separability of Provisions</i>	17
<i>Attachment A - Salary Schedule</i>	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MILL VALLEY
AND
MILL VALLEY POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) has been arrived at as a result of meeting and conferring in good faith under the provisions of Section 3500-3509 of the Government Code of the State of California and Resolution No. 4239 N.S. of the City of Mill Valley.

The City Manager is the representative of the City of Mill Valley in employer-employee relations as provided in Resolution No. 4239 N.S. adopted by the City Council on May 5, 1969.

The Mill Valley Police Officers Association is a formally recognized employee organization for the representation unit. The following classifications are represented by this unit:

- Police Officer
- Police Corporal
- Community Services Officer
- Police Sergeant
- Police Communications Clerk
- Parking Enforcement Officer

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said representation unit, 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 MOU shall be presented to the City Council as the recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2012 and ending June 30, 2016.

Section 1. No Discrimination

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation, political or religious opinion or affiliation or activities, Association activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by State and Federal law, age; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on City time or with City equipment or City supplies, except as otherwise provided in this Memorandum of Understanding.

The City and the Association recognize that the City has an obligation under the law to meet with individual employees who have alleged a need for reasonable accommodations in the workplace because of a disability. If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in

compliance with the ADA which are in potential conflict with any provision of this Agreement, the Association will be advised of any such proposed accommodation.

Section 2. Effect of Memorandum of Understanding upon Personnel Rules

In the event provisions of this MOU conflict with the Personnel Rules and Regulations of the City of Mill Valley, the terms and conditions of this MOU shall prevail.

Section 3. Grievance Procedure

A. **Definition:** A grievance procedure is any dispute involving working conditions or interpretation or application of the terms of the MOU or for non-punitive discipline (verbal reprimands). Written reprimands shall be appealed as written in Departmental Policy 340.4.1 Grievances shall be resolved expeditiously and at the lowest departmental level. No grievance filed by an employee, pursuant to the provisions of this procedure, may be resolved inconsistent with the terms of this MOU.

B. **Procedure:** Grievances shall be processed in the following manner:

Step 1. The employee or the Association representative may present the grievance orally to the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance, or the right to pursue a grievance shall be considered waived and abandoned. The immediate supervisor or his/her designee shall have ten (10) working days to reply in writing to the grievance.

Step 2. If the employee is not satisfied with the supervisor's response in Step 1, the employee or Association representative may submit the grievance in writing to the Department Head within ten (10) working days of the supervisor's response to the grievance. The grievance shall set forth the facts surrounding the grievance, the specific section of the MOU allegedly violated, and the proposed solution. The Department Head or his/her designee shall respond to the grievance in writing within ten (10) working days of the receipt of the grievance.

Step 3. If the grievance remains unresolved, the City, the employee or the Association representative may, within ten (10) working days of the receipt of the Department Head response, submit the grievance in writing to the City Manager or his/her designee.

The City Manager or his/her designee shall thereupon investigate the issues involved and, within ten (10) days receipt of the grievance, schedule a meeting with the grievant and/or the Association representative. At this meeting, the City Manager shall attempt to reach a satisfactory resolution of the grievance. The City Manager shall have ten (10) working days following this meeting in which to reply in writing to the grievance. The determination of the City Manager shall be final and binding on all parties.

All the above time limits may be waived by mutual agreement between the employee organization and City.

- C. For complaints concerning the payment of compensation, only complaints which allege that employees are not being compensated in accordance with the Personnel Rules and Regulations of the City of Mill Valley or the rules, regulations, resolutions and ordinances of the City Council, or in accordance with the understandings contained in the MOU that resulted from the meet and confer process and subsequently adopted by the City Council shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the MOU which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Department Head. In such cases, no adjustment shall be effective before the date upon which the complaint was filed.

Section 4. Disciplinary Appeal Process

A. **Definition:** Disciplinary Appeal is a process provided for an employee to appeal the imposition of specified types of discipline. The Disciplinary Appeal is only available for suspension, reduction in salary, demotion and dismissal (and not for oral or written reprimands).

B. **Procedure:** Disciplinary appeals shall be processed in the following manner:
Step 1: Written Notice of Proposed Action. Written notice of a proposed disciplinary action shall be given to the employee. The notice shall include the proposed action and the specific reasons for such action. A written copy of the charges and the grounds for such charges shall also be included. The employee is entitled to copies of all materials upon which the charges are based. . The Notice shall inform the employee of his/her right to respond orally or in writing to the charges, the right to respond in person or through a designated representative, the time period within which the response should be made and to whom and where it should be made.

Step 2: Employee Response. An employee is entitled to a reasonable time not to exceed ten (10) working days, to respond to a notice of proposed disciplinary action. An extension of time may be granted to an employee within the 10-day period if the employee can demonstrate the need for an extension to the Chief of Police .

The employee is entitled to respond orally or in writing, individually and/or through a designated representative. If the employee requests a pre-disciplinary conference to present a response, the meeting shall not be conducted as an adversary hearing. This pre-disciplinary conference shall be attended by the employee, his or her designated representative and the Chief of Police. The employee may not cross-examine the department's witnesses or present a formal case to support the response. The employee shall be given an opportunity to make any representations that the employee

believes might affect the decision for disciplinary action. Should an employee respond, the Chief of Police shall consider the response in reaching a decision on the proposed disciplinary action.

Based on facts elicited at this meeting, the Chief of Police (or his/her designee) has the right to conduct further investigations. If new charges result or recommended discipline is modified the employee shall be given another opportunity to respond and, if requested, another pre-disciplinary conference shall be conducted.

Step 3: Written Notice of Discipline. Within ten (10) working days of the conclusion of the pre-disciplinary conference or receipt of the employee's written response, the Chief of Police shall provide the employee with written notice of the action to be taken. The notice shall contain all information as set forth in Step 1. The Chief of Police shall ensure that the notice of decision is delivered to the employee at or before the time when the action will be effective. The notice shall include a statement that the employee has a right to a hearing on the action taken and the time within which the appeal must be requested. The notice shall also contain a statement that failure to file the request within the prescribed time shall constitute a waiver of the right to a hearing. The effective date of the discipline shall be included in the notice. Any time extension shall be mutually agreed upon.

Step 4: Appeal of Disciplinary Action. Any employee may appeal a suspension, reduction in pay, demotion, or dismissal to the City within ten (10) working days after receipt by the employee of the notice of disciplinary action from the Chief of Police. Appeals shall be in writing, signed by the appealing employee and delivered to the Chief of Police.

Step 5: Appeal Hearing. The hearing shall be before a neutral hearing officer selected by the City Manager. The fees of the hearing officer will be paid by the City. The hearing shall be a full evidentiary hearing. Both the City and the appealing employee may be represented by counsel, call parties to testify under oath, cross-examine all witnesses, and present such evidence as the hearing officer deems relevant to the matter.

The hearing shall be informal and need not be conducted according to technical rules of evidence. However, the hearing shall be recorded by use of a stenographic reporter or electronic recording machine. The fees of recording the proceedings will be paid by the City. Upon completion of the hearing, a written advisory decision shall be signed and filed by the hearing officer with the City Manager, within ten (10) working days, unless otherwise stipulated by parties of the hearing.

Step 6: The City Manager's Decision. The City Manager shall, within ten (10) working days after receipt of the hearing officer's decision, either accept, modify or reject in whole or in part, said decision and issue written notice thereof. The decision of the City Manager shall be final and shall not be appealable to the City Council. The

employee's right to appeal shall be limited to Code of Civil Procedure 1094.5. The City Manager or hearing officer's findings shall be filed as a permanent record. The City Manager shall deliver a copy of the findings and decisions to the affected employee and the Chief of Police. The decision shall indicate the effective date of the discipline, if any.

Section 5. Representatives

If the employee desires the assistance of an authorized Association representative as provided in Step (1) of the grievance procedures, the City agrees to permit one representative, designated by the Association, reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized representative shall obtain the specific approval of the Chief of Police, or authorized representative, before leaving their duty or work station or assignment for the purpose of processing a grievance.

Section 6. Classification Plan

It is the understanding of the parties that the classification plan shall be so developed and maintained that all positions substantially similar with respect to the kind, difficulty and responsibility of work are included within the same class.

The Association is to be informed, in advance, of changes in the classification plan affecting the unit and may consult with the Municipal Employee Relations Officer as specified in Section 7 of Resolution 4239 N.S. However, those changes in the classification plan will not be subject to the meet and confer process.

Section 7. Salary and Wage Plan

Step 1: The first step is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the City Manager may authorize hiring at a higher step.

Step 2: Employees are eligible for this Step after the completion of the equivalent of six (6) months of satisfactory service based on their regular work schedule in Step 1.

Step 3: The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels for a minimum of the equivalent of one (1) year of service in Step 2 based on their regular work schedule should be eligible for this step.

Step 4: This step should be granted after the employee has served a minimum of the equivalent of one (1) year of satisfactory or better service in Step 3 based on their regular work schedule.

Step 5: (An employee should be eligible for adjustment to this step after serving a minimum of the equivalent of one (1) year of satisfactory or better service in Step 4 based on their regular work schedule.

Step 6: An employee should be eligible for adjustment to this step after serving a minimum of the equivalent of one (1) year of of satisfactory or better service in Step 5 based on their regular work schedule.

Step 7: An employee should be eligible for adjustment to this step after serving a minimum of the equivalent of one (1) year of satisfactory or better service in Step 6 based on their regular work schedule.

Service hours do not include overtime hours. Service hours in a given step will not be reduced for leave taken, for any reason, which amounts to less than 20 consecutive work days. Leave taken, for any reason, which exceeds 20 consecutive work days or shifts will result in a reduction in service time in the entire amount of the leave taken.

Advancement from one step to the other shall be only at the recommendation of the Chief of Police and approval by the City Manager. In such cases as the recommendation and/or approval are withheld, the reasons shall be stated in writing to the employee and be for cause. The denial of the step advancement shall be subject to the grievance procedure.

Section 8. Work out of Class

When an employee is assigned to perform duties above those of other employees of his/her same classification for a time span longer than 84 hours, said employee will be compensated at 5% above his/her normal salary for those hours in excess of the first 84 hours.

Section 9. Hours of Work

At the discretion of the Chief of Police, the normal pay period, i.e. two (2) weeks, for full-time sworn officers assigned to patrol in this representation unit shall consist of eighty-four (84) hours worked in a 3/12 shift plan as follows: The normal workday shall consist of twelve (12) consecutive hours. One week of the pay period will consist of three (3) days of twelve (12) consecutive hours each. The other week of the pay period will consist of four (4) days of twelve (12) consecutive hours each. Employees will accrue a bonus day every six and one half (6 ½) weeks worked for a total of eight (8) bonus days during the calendar year.

An employee can take no more than one (1) bonus day off in any one month, unless prior approval is obtained from the Chief of Police or his/her designee.

The normal workweek may vary occasionally for sworn officers assigned to patrol, when necessitated by emergencies, training assignments, and shift changes designated by the Chief of Police. In the case of staff shortage, the Chief of Police may institute a four-day ten-hour per day workweek for limited periods of time not to exceed eight consecutive weeks.

The normal workweek for sworn officers assigned to investigations in this representation unit shall consist of 40 hours worked in a 4/10 shift plan, i.e. four (4) days of ten (10) consecutive hours each. The normal workweek may vary occasionally for sworn officers assigned to investigations, when necessitated by emergencies, training assignments, shift changes or personnel shortages designated by the Chief of Police. In the case of personnel shortages, the Chief of Police may institute a 9/80 shift (Flex shift) (9 days of work equaling 80 hours) or a 5/40 shift, five (5) day, forty (40) hour workweek. The normal workweek for Parking Enforcement Officers and Police Communications Clerk shall consist of 40 hours worked as five (5) days of eight (8) consecutive hours each.

Employees who are called to work for special events or coverage for pre-approved absences with at least 8 days advance notice to the administration, (i.e., parades, festivals, crowd control at events, attendance at scheduled training assignments), but with less than five (5) days notice given to the employee, shall be paid an entire shift in accordance with the overtime policy. Specifically excluded from this policy are call-ins due to sick time, worker's compensation, vacation or a disaster.

Section 10. Overtime

All overtime work must be authorized in advance by the Chief of Police or his/her designated representative which may include administrative personnel or the shift supervisor.

Authorized time worked in excess of the normal pay period or the normal workday shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Employees may be compensated for overtime worked either by monetary payment or by compensatory time off (CTO), at the option of the employee. Unused CTO may be accumulated from year to year to a maximum of one hundred forty eight (148) hours. The Chief of Police shall approve all CTO.

Request to use banked CTO should be provided at least one week prior to the actual requested time off. The resulting time off shall not result in overtime unless authorized by the Chief of Police or his/her designee. Authorized CTO should not be automatically withdrawn due to unscheduled shift shortages (i.e. sick time called in).

Time off in accordance with this provision shall be scheduled in accordance with Department rules and regulations with the approval of the Chief of Police shall not conflict with the vacation schedule of other employees covered by this MOU and is subject to cancellation if absentee problems result in a shift not being fully covered. Employees who terminate employment will be paid for all accumulated, but unused, CTO. The smallest unit of time credited as overtime shall be one-quarter (1/4) hour. Fractions of one-quarter (1/4) hour worked at different times may not be added together for the purpose of computing overtime.

Section 11. Standby Duty

Standby duty is the time that a member of this representation unit is required by the Chief of Police to be available for call to duty, but is not actually on duty.

When the City of Mill Valley is reimbursed for standby duty by another agency requiring mutual aid, each individual officer required to perform standby duty shall be compensated at his straight-time hourly rate for each full hour of such standby duty. The City's liability under this provision shall not exceed the amount of the City's reimbursement by said outside agency.

If the City of Mill Valley is not reimbursed by an outside agency, the officer shall not be compensated for standby duty.

For standby duty required by the Chief of Police which is for potential problems within the City of Mill Valley, the officer shall not be compensated for standby duty.

Section 12. Shift Differential

Employees covered by this MOU who are assigned to work the graveyard shift will receive a shift differential of three percent (3%). To receive the shift differential pay, the employee must be assigned to work between the hours of 6:00 p.m. and 6:00 a.m.

Employees who are not assigned to the graveyard shift and are assigned to work between the hours of 6:00 p.m. to 6:00 a.m. shall receive shift differential for the actual hours worked.

Section 13. Special Assignment Pay:

- 1) **Investigations:** Sworn officers covered by this MOU who are assigned to investigations will receive 5% above their normal salary.
- 2) **Motorcycle Pay:** Sworn officers covered by this MOU who are assigned to motorcycle patrol will receive 5% above their normal salary.
- 3) **Training Assignments:** Whenever a member of this representation unit is assigned to attend a training course in lieu of performing his/her normal duties, or is required by the Chief of Police to attend a training course on a day other than a scheduled workday for said employee, or in addition to their regularly scheduled shift, time actually spent in the training course will be considered time worked and will be paid at the appropriate straight-time or overtime rate of pay. Travel time that exceeds 2-hours from the Mill Valley Public Safety Building (one-way) and approved by the Chief of Police or delegated representative shall be paid in accordance with straight time or overtime rate of pay.

Section 14. Field Training Officer Pay

When any employee covered by this MOU is acting as a field training officer for three or more consecutive days, he/she shall receive 5% above normal salary for the time they are actually assigned a trainee.

Section 15. Off Duty Pay

Off duty pay is the time that a member of the bargaining unit spends, when subpoenaed to court, giving testimony while off duty about events arising out of his/her employment, or when called to duty from an off duty status. A member of the bargaining unit shall be paid a minimum of four (4) hours pay at the appropriate overtime rate for each day they are subpoenaed or called to duty from their regular time off. The above minimum shall only apply

when the scheduled event causing the employee to return to work occurs one hour or more after the employee has finished his/her regularly scheduled work day.

Members of the bargaining unit who are in the station and required to start their shift up to an hour early shall be paid overtime as accrued with a minimum of 1/2 hours of overtime pay.

Section 16. Holidays

The employees in this representation unit shall be paid additional compensation for the holidays hereinafter enumerated. The holidays to which provision applies are:

- The first day of January
- The third Monday in January
- The twelfth day of February
- The third Monday in February
- The thirty-first day of March
- The last Monday in May
- The fourth day in July
- The first Monday in September
- The ninth day of September
- The second Monday in October
- The eleventh day of November
- The fourth Thursday in November
- The Friday after Thanksgiving
- The twenty-fifth day of December

In each payroll period in which one of the above-listed holidays occurs, a member of this representation unit shall receive an additional one-tenth (1/10th) of his or her straight time bi-weekly salary for each full holiday as holiday pay.

The Chief of Police may authorize a member of this representation unit scheduled to work a holiday the opportunity to take the day off in lieu of receiving the additional holiday pay for that holiday.

Section 17. Vacation Accrual

Permanent employees of this representation unit shall accrue vacation leave as follows:

Employees with five (5) full years of service or less shall accrue at a rate of eighty (80) hours of vacation.

Employees with from five (5) to ten (10) full years of service shall accrue at a rate of one hundred and twenty (120) hours of vacation.

Employees with from ten (10) to fifteen (15) full years of service shall accrue at a rate of one hundred and sixty (160) hours of vacation.

Employees with more than fifteen (15) full years of service shall accrue at a rate of two hundred (200) hours of vacation.

Employees may carry over unused vacation from the anniversary year to the next one, but shall not be allowed to accumulate more than four hundred (400) hours of vacation.

Section 18. Sick Leave

Members of this representation unit shall accrue sick leave at the rate of 7.33 hours for each full calendar month of service.

An employee shall not be credited with sick leave until completion of six (6) months' service. An employee shall be credited with the forty four (44) hours sick leave after six (6) months of continuing service.

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

- (a) Personal illness or physical incapacity, caused by factors over which the employee has no reasonable immediate control.
- (b) Injury not incurred in line of duty, except where traceable to employment by an employer other than the City.
- (c) Medical, dental or eye examinations or treatment for which an appointment cannot be made outside of working hours.

Special leave with pay may be taken and charged against sick leave credits for:

- (a) Hospitalization of a member of the immediate family, or any member of an employee's household for whom the employee is entitled to claim an exemption under the Federal income tax laws, or
- (b) Care of a member of the immediate family who is critically ill or injured, though not hospitalized, where such leave is approved by the department head.

For employees hired prior to approval of this MOU, in the event of retirement, death, or resignation from employment with the City, after 10 years of service an employee or the employee's estate in the case of death shall receive a cash payment equivalent to 33% of accumulated but unused sick leave, plus two (2) percent for each additional year after ten (10) years of service not to exceed fifty (50) percent of the employer's accumulated but unused sick leave.

For employees hired after approval of this MOU, in the event of retirement, death, or resignation from employment with the City, after 10 years of service an employee or the

employee's estate in the case of death shall receive a cash payment equivalent to 33% of accumulated but unused sick leave.

This section shall not apply to employees who are discharged for cause or resign in lieu of being discharged for cause.

Section 19. Funeral Leave

In the event of a death in the immediate family of an employee who has one (1) or more years of seniority, employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Substantiation of the death may be required by the department head.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

Section 20. Worker's Compensation Leave

Whenever a permanent employee who is not a sworn officer is required to be off work as a result of an injury or illness directly traceable to City employment, employee shall receive full pay for the time he/she is disabled for the balance of the day that the injury occurred and up to four work days immediately following said injury or illness. Compensation received during the following period of fifteen (15) calendar days shall be deducted from the employee's sick balance, if any. Thereafter, for the next forty-five (45) calendar days, the employee will receive full pay from the City. Any money he/she receives for such illness or injury from the worker's compensation insurance carrier will be deposited with the City's Finance Department.

Section 21. Leave Without Pay

The City Manager may grant an employee leave of absence without pay for a period not to exceed one (1) year, whenever such leave is considered to be in the best interest of the service. Such leave shall be requested in writing by the employee, and shall require written approval by the Chief of Police and the City Manager. Upon expiration of a regularly approved leave without pay, the employee shall return to the position held at the time leave was granted. During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by the written permission for such leave.

Section 22. Military Leave

Whenever a permanent employee who is a member of a reserve component of the Armed Forces of the United States or of the National Guard is required to be off work as the result of military orders to perform annual active duty military reserve training, employee shall receive the difference between his/her military pay and allowances and his/her regular City pay.

This payment shall be limited to one (1) period of fourteen (14) days' duration each fiscal year.

Section 23. Leave to Serve on Jury Duty or as a Witness at a Trial

Whenever a permanent employee is required during normal working hours to serve as a juror, or as a witness at a trial not involving City business, he/she shall be granted leave for such purpose upon presentation of a jury notice to the City Manager via the department manager. Employee shall receive pay for time served on the jury, or as a witness, provided that any money the employee receives for such duty is deposited with the Finance Department.

Section 24. Educational Incentive Program

All members of the Police Officers Association who have successfully completed thirty (30) semester or forty-five (45) quarter units of college credits or more, but less than sixty (60) semester or ninety (90) quarter college units earned in courses that will qualify for an Associate of Science degree in an approved course of study or who possess the POST Intermediate Certificate shall receive an additional One Hundred Dollars (\$100.00) per month over base pay each full-time compensated month of employment thereafter.

All members of the Police Officers Association who have been awarded the Bachelor of Science degree in an approved course of study or who possess the POST Advanced Certificate shall receive an additional Two Hundred Dollars (\$200.00) per month over base pay each full-time compensated month of employment thereafter.

An approved course of study will be reviewed by the POA president and the City Manager on an individual case-by-case basis and determined by the relevancy of the general area of study and coursework to law enforcement. This review constitutes a meet and confer.

The tuition refund program provided in the Personnel Rules and Regulations shall not apply to any courses used for the educational incentive program. Any courses which were taken under the tuition refund program shall not apply to the educational incentive program.

It shall be the responsibility of the employee to provide proof of certification or educational achievement. No incentive pay will be authorized without such proof.

Section 25. Bilingual Pay

Members of the Police Officers Association who are certified by the City as bilingual in a language encountered during the normal course of work in Mill Valley and who are regularly called upon by the chief of Police to use that language skill on the job will receive one hundred and ten dollars (\$110.00) monthly. Languages included are Spanish, Vietnamese,

Japanese, and Chinese. This list can be changed through the meet and confer process with the Police Officers Association and the City as may be necessary from time to time.

Section 26. Salaries

The salaries effective July 1, 2012, for the various classifications in the representation unit are listed on Attachment A and Attachment A is hereby incorporated in and made a part of this MOU. Salaries will increase by 2.2% effective 7/1/12, 1.5% effective 7/1/13, 1.5% effective 7/1/14 and 1.5% effective 7/1/15.

Section 27. Longevity Pay

Members of the Police Officers Association who are covered by this MOU and are hired prior to the approval of this MOU will receive two and one half percent (2.5%) above their normal salary upon completion of ten (10) years of full-time service to the City of Mill Valley. Members of the Police Officers Association who are covered by this MOU will receive five percent (5%) above their normal salary upon completion of fifteen (15) years of full-time service to the City of Mill Valley.

Members of the Police Officers Association who are covered by this MOU and are hired on or after the approval of this MOU will receive a one-time bonus of two and one-half percent (2.5%) of their normal salary upon completion of ten (10) years of full-time service to the City of Mill Valley. Members of the Police Officers Association who are covered by this MOU will receive a one-time bonus of five percent (5%) of their normal salary upon completion of fifteen (15) years of full-time service to the City of Mill Valley.

Section 28. Health Insurance

The City is enrolled in three (3) group health insurance plans for the purpose of providing hospital-medical benefits for eligible employees. These plans are: Kaiser Health Plan, Health Net HMO and Health Net PPO. An eligible employee may select one of these three (3) plans in accordance with the provisions of the plans. The City shall pay the cost of providing medical coverage for the employee and his/her eligible dependents, provided, however, that in no event shall the City be obligated to contribute an amount in excess of the Kaiser Health Plan .

Health Net members are eligible for the maximum City contribution to the Kaiser plan.

Members of this representation unit shall be responsible for the same medical co-pays (office visit and prescription) as the management employees (unrepresented employees) in the City of Mill Valley. The implementation of any modified health insurance benefits shall not result in co-pays for members of the Mill Valley Police Officers Association in excess of \$20.

Section 29. Dental Insurance

The City is enrolled in a Dental Plan with a \$3,000 annual benefit cap in order to provide employees and their eligible dependents with dental insurance benefits. The City shall pay the entire cost of providing coverage for the employee and his/her eligible dependents.

Section 30. Probationary Period

All newly-hired, sworn employees that are hired into the classifications covered by this MOU shall be required to serve the equivalent of an eighteen (18) month probationary period based on their regular work schedule. The probationary period will only count time worked in class and any probationary employee may be terminated without cause.

Section 31. Uniform Replacement Program

A) Sworn police officers who customarily and regularly wear civilian clothing during scheduled duty hours shall receive Six Hundred Dollars (\$600.00) per year uniform allowance. Said uniform allowances shall be paid at six (6) month intervals; about June 15 for the period from January through June; and about December 15 for the period July through December each year.

(B) All sworn police officers who customarily and regularly wear uniforms prescribed by the Chief of Police during scheduled duty hours, and Parking Enforcement Officers shall be covered by the following Uniform Replacement Program:

(1) The City of Mill Valley shall replace worn or damaged articles of uniform in kind up to the following maximum amounts:

(a) Sworn Police Officers:

- 1 Dress Jacket each 3 years *
- 1 Nylon Jacket each 3 years
- 2 Pairs of Pants each year *
- 2 Shirts each year
- 1 Hat each 2 years

* In any year that a dress jacket is issued, only one (1) pair of pants will be issued.

(b) Parking Enforcement Officers:

- 1 Foul Weather Coat each 3 years, 1 Skirt each 2 years
- 2 Shirts each year
- 2 Trousers each year
- 1 Vest each year

(c) Police Communications Clerk:

- 2 Blouses or Shirts each year
- 2 Trousers each year
- 1 Jacket each year
- Optional: Vest, another Blouse, or a Shirt each year

(2) Damaged and/or worn articles of uniform shall be turned in to the Chief of Police who shall determine if the article warrants replacement. Items damaged as the result of the

employee's negligence or carelessness will not be replaced in kind by the City under this program and may not be worn by the officer while on duty.

(3) As an exception to the foregoing, the City of Mill Valley will replace in kind those articles of uniform listed in paragraph (1) above which, in the judgment of the Chief of Police, have been damaged or destroyed as the result of unusual circumstances beyond the control of the officer incurred in the performance of official duties.

(4) Articles of uniform provided under this program shall remain the property of the City of Mill Valley and shall be turned in to the Chief of Police when replaced in kind or when the officer retires or terminates employment with the City for any reason.

(5) Employees covered by this policy shall receive a cleaning allowance of \$750.00/yr. Said allowance will be paid in two installments in June and December of each year.

Section 32. Police Officer Trainee

Employees hired into the classification of Police Officer shall not be considered as "sworn" until graduation from the Police Academy and until such time these Police Officer trainees will not be covered by this MOU. The eighteen (18) month probationary period will begin at date of hire.

Section 33. Life Insurance

The City will pay the full cost of providing life insurance coverage in the amount of \$25,000 of face value for all members.

Section 34. Retirement Plan

All employees covered by this MOU shall receive retirement benefits under the State Public Employees' Retirement System (PERS) retirement program.

Sworn Safety Employees hired prior to January 1, 2013 will be covered under the "3% at 55" plan providing full retirement benefits as defined by the City's contract with CalPERS.

Non-sworn employees hired prior to March 25, 2011, shall be covered by the PERS retirement program known as the "2.5% at 55" plan with retirement benefits determined by the twelve (12) highest paid consecutive months.

Non-sworn employees hired after March 25, 2011 and prior to January 1, 2013, will be covered by the PERS retirement program known as the "2% at 55" plan with retirement benefits determined by the thirty-six (36) highest paid consecutive months.

All plans shall continue to provide the increased 1959 survivor's benefits.

All employees hired on or after January 1, 2013, will be provided PERS retirement benefits in compliance with the 2012 Public Employees Pension Reform Act (PEPRA) as follows:

- Sworn Safety employees classified as “New” under PEPRA will be covered by the PERS 2.7% @ 57 Plan.
- Sworn Safety employees classified as “Classic” under PEPRA will be covered by the CalPERS 3.0% @ 55 Plan.
- Non-Sworn employees classified as “New” under PEPRA will be covered by the PERS 2.0% @ 62 Plan.
- Non-Sworn employees classified as “Classic” under PEPRA will be covered by the CalPERS 2.0% @ 62 Plan.

All employees hired on or after January 1, 2013, classified as “New” under PEPRA will pay fifty percent (50%) of the Normal Cost of their Plan as calculated annually by PERS.

Effective the second payroll following approval of this MOU, all employees hired prior to January 1, 2013, and all employees hired on or after January 1, 2013, classified as “Classic” under PEPRA, will pay the full PERS Employee Contribution amount.

Effective the second payroll following approval of this MOU, all classifications within this unit shall receive an offset increase in an amount that is equal in cost to the savings provided by the employees paying the full PERS Employee Contribution amount. For sworn employees this will be a 6.897% increase. For non-sworn employees this will be a 6.817% increase

Section 35. Retiree's Medical and Dental

For employees hired prior to the approval of this MOU, employees with fifteen (15) years of service with the City of Mill Valley who have a PERS retirement from the City of Mill Valley shall be eligible for paid medical and dental benefits after retirement for the employee and their spouse. The City shall not be required to contribute an amount in excess of the actual cost of the current Kaiser Plan employee +1 coverage. Upon the death of the eligible retired employee, their spouse shall continue to receive paid medical and dental benefits.

For employees hired on or after the approval of this MOU, this benefit shall be extended to the employee only, after 20 years of service. The City will provide up to 67% of the Kaiser single coverage premium.

Section 36. Long-Term Disability Insurance

The City pays the full cost of providing long-term disability insurance of a maximum coverage of \$6,500 per month.

Section 37. Physical Fitness Program

Physical fitness for all employees is encouraged to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service. Through its Injury and Illness Prevention Program, the city provides a monthly reimbursement for employees who belong to a gym or fitness program. Any injuries suffered by a participant

while participating in such a fitness program shall be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered, in the reasonable discretion of the City, to be primarily recreational such as team sports, skiing, etc.

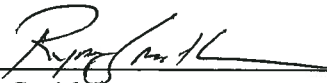
Section 38. Separability of Provisions

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


It is mutually recommended that the modifications shown above be made applicable on the dates shown above and in conjunction with the existing Personnel Rules and Regulations of the City of Mill Valley as they may be modified herein shall constitute the entire program for compensation and conditions of employment for such employees for the period July 1, 2012 through June 30, 2016.

Date: April 15, 2013


MILL VALLEY POLICE OFFICERS
REPRESENTATIVE
ASSOCIATION REPRESENTATIVES



Ryan Smith




Jacob Cuadrez



David Kollerer

CITY OF MILL VALLEY



James C. McCann, City Manager