



*Central Marin Police Authority*  
Staff Report

TO: Central Marin Police Council

FROM: Management Committee

DATE: April 1, 2015

RE: **MEMORANDUM OF UNDERSTANDING BETWEEN THE AUTHORITY AND THE CENTRAL MARIN POLICE OFFICERS' ASSOCIATION**

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**ACTION REQUESTED**

That the Council hear the staff report, take comment, and approve Resolution No. 2015/06, approving Memorandum of Understanding with the Central Marin Police Officers' Association for the period of February 1, 2015 to June 30, 2018.

**REFERENCE**

Draft Memorandum of Understanding (MOU) between Central Marin Police Officers' Association and Central Marin Police Authority – February 1, 2015 through June 30, 2018.

**FISCAL IMPACT**

Staff estimates the cost of the proposal to be:

- 7/2015-6/2016 – \$129,094
- 7/2016-6/2017 – \$101,094
- 7/2017-6/2018 – \$114,195
  - Total ongoing cost increase for term of the contract - \$344,383

Staff estimates the Authority's cost reductions from the proposal to be:

- 7/2015-6/2016 - \$10,260 (1% Total CalPERS employee contribution of 10%)
- 7/2016-6/2017 - \$10,362 (1% Total CalPERS employee contribution of 11%)
- 7/2016-6/2017 - \$14,760 (Employees to contribute \$30 a month to a retiree health irrevocable trust)
- 7/2017-6/2018 - \$10,465 (1% Total CalPERS employee contribution of 12%)
- 7/2017-6/2018 - \$14,760 (Employees to contribute additional \$30 a month to a retiree health irrevocable trust for a total of \$60)



## Central Marin Police Authority Staff Report

- Total ongoing cost savings for term of the contract - \$60,607

### **BACKGROUND AND ANALYSIS**

The current Memorandum of Understanding with the Central Marin Police Officers’ Association expired on January 31, 2015. Staff has met a number of times with the representatives of the CMPOA in order to come to agreement on a successor MOU. The current MOU expired on January 31, 2015. The Management Committee and the Central Marin Police Officers’ Association have reached a tentative agreement to the following MOU pending Police Council approval.

The previous MOU was for a two year period. The major economic items were:

- Salary and benefit equalization for employees of the Twin Cities Police Authority and San Anselmo Police Department.
- Salary increases for Sworn
  - 1/2013 – 4.0%
  - 1/2014 – 4.0%
  - 7/2104 – Equity increase of 1.0%
- PERS employee contributions for Sworn Personnel
  - 1/2013 – 4.5%
  - 1/2014 – 4.5% for a total contribution of 9.0%

Prior to beginning negotiations, staff conducted a salary survey. The results were as follows:

Position	Salary	Average	Total Comp	Average
Police Officer	\$7,172	-1.21% (\$7,258)	\$10,318	1.77% (\$10,138)
Sergeant	\$8,329	-2.8% (\$8,562)	\$11,393	-1.53% (\$11,570)

Staff undertook negotiations with the following goals:

- Increasing employee (EE) contributions towards retirement
- Having employees contribute towards retiree medical
- Keeping salaries competitive

The agreements that are being recommended are summarized below:



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SECTION	PROPOSAL	Cost Implications
Duration	3.5 years (2/2015 – 6/30/2018)	3.5 Years
Salaries	Sworn <ul style="list-style-type: none"> <li>• 7/15 – Increase top step of the range by 4.0%</li> <li>• 7/16 – Increase top step of the range by 3.5%</li> <li>• 7/17 – Increase top step of the range by 3.75%</li> </ul> Non-Sworn <ul style="list-style-type: none"> <li>• 7/15 – 2.0% COLA</li> <li>• 7/16 – 2.0% COLA</li> <li>• 7/17 – 2.0% COLA</li> </ul>	Cost Increases: 7/2015 - \$129,094 7/2016 - \$101,094 7/2017 - \$114,195
PERS	Sworn <ul style="list-style-type: none"> <li>• 7/15 – 1.0% (Total EE contribution of 10%)</li> <li>• 7/16 – 1.0% (Total EE contribution of 11%)</li> <li>• 7/17 – 1.0% (Total EE contribution of 12%)</li> </ul>	Cost Reductions: 7/2015 – \$10,260 7/2016 - \$10,362 7/2016 - \$10,465
Retiree Medical	Hired before 1/1/2013 <ul style="list-style-type: none"> <li>• 7/16 – EE to contribute \$30 per month toward retiree medical</li> <li>• 7/17 – EE to contribute \$30 per month for a total of \$60 per month toward retiree medical</li> </ul> Hired after 1/1/2013 <ul style="list-style-type: none"> <li>• 7/16 – EE to contribute \$30 per month toward their RHSA</li> <li>• 7/17 – EE to contribute \$30 per month for a total of \$60 per month toward their RHSA</li> </ul>	Cost Reductions: 7/2016 - \$14,760 7/2017 - \$14,760
Education Reimbursement	Increase reimbursement to \$800 per semester up to \$1,600 annually	Historically 1 to 3 Employees Annually

**STAFF RECOMMENDATION**

Staff recommends Council adopt Resolution No. 2015/06.

Respectfully submitted,

Debra Stutsman  
Management Committee

Daniel Schwarz  
Management Committee

David Bracken  
Management Committee

Attachments:

1. Memorandum of Understanding
2. Resolution No. 2015/06

Memorandum of Understanding

Central Marin Police Officers' Association

and

Central Marin Police Authority

February 1, 2015 through June 30, 2018

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## **PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreements on all matters relating to the employment conditions and Employer-employee relations of such employees.

## **GENERAL PROVISIONS**

### **SECTION 1. RECOGNITION**

#### **1.1 Union Recognition**

Central Marin Police Officers' Association, hereinafter referred to as the "Association," is the recognized employee organization for the classifications listed in Section 4 and certified pursuant to Resolution No. 2/80 adopted by the Twin Cities Police Council on May 19, 1980.

#### **1.2 Authority Recognition**

Management Committee, or any person or organization duly authorized by the Management Committee, is the representative of the Central Marin Police Authority, hereinafter referred to as the "Authority" in Employer-employee relations.

### **SECTION 2. ASSOCIATION SECURITY**

#### **2.1 Dues Deduction**

Only a formally recognized employee organization may be granted permission by the Authority to have the regular dues of its members deducted from their paychecks, in accordance with procedures prescribed by the Department Head; provided, however, this shall not preclude the continuation of dues check off heretofore granted to any employee organization.

Dues deduction shall be for a specified amount and shall be made only upon the employee's voluntary written authorization on a payroll deduction request form approved by the Authority. Dues deduction authorization may be canceled and the dues check off payroll discontinued at any time by the member upon voluntary written notice to the Authority.

The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues check off authorized. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

The Association shall indemnify, defend, and " the Central Marin Police Authority on account of check off of employee organization dues. In addition, the Association shall

refund to the Central Marin Police Authority amounts paid to it in error upon presentation of supporting evidence.

2.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

2.3. Use of Bulletin Boards

The Association may use a designated portion of Department bulletin boards for official Association business such as posting times and dates of meetings. Materials to be posted shall be submitted in advance of their posting to the Department Head.

2.4 Use of Department Facilities

The Association may, with prior approval of the Department Head, use Department facilities for Association activities. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

2.5 Advance Notice

Except in emergency situations, the Association shall be given reasonable written notice of any proposed ordinance, rule, resolution or regulation directly relating to matters within the scope of representation. A copy of the Central Marin Police Board meeting agenda will be sent to the Association President.

2.6 Employee representatives of the Association shall be granted reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. Such time off is subject to the prior approval of the Department Head and should not interfere with the operational requirements of the Department.

SECTION 3. NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, or legitimate Association activities against any employee or applicant for employment by the Department; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

**PAY PROVISIONS**

SECTION 4. SALARIES

4.1 Rates of Pay

- a) The monthly salary range to each sworn classification shall be as follows:
  - 1. Effective the first full pay period in July 2015, the Authority shall increase the top step of the salary range for sworn employees by 4.0%.
  - 2. Effective the first full pay period in July 2016, the Authority shall increase the top step of the salary range for sworn employees by 3.5%.



3. Effective the first full pay period in July 2017, the Authority shall increase the top step of the salary range for sworn employees by 3.75%.

b) Non-Sworn

1. Effective the first full pay period in July 2015, the Authority shall increase the top step of the salary range for the Police Records Specialist (Front Desk) and Property Technician by 2.0%.
2. Effective the first full pay period in July 2016, the Authority shall increase the top step of the salary range for the Police Records Specialist (Front Desk) and Property Technician by 2.0%.
3. Effective the first full pay period in July 2017, the Authority shall increase the top step of the salary range for the Police Records Specialist (Front Desk) and Property Technician by 2.0%.
4. Any employee who has been Y-rated shall not receive the salary increases scheduled for July 2015, July 2016 or July 2017.

**SALARY RANGE**

**Eff. 1<sup>st</sup> Full Pay Pd. July 2015**

<u>Classification</u>	<u>Min.</u>	<u>Max.</u>
Police Officer	\$5,452	\$7,206
Police Corporal	\$6,185	\$7,566
Police Sergeant	\$7,208	\$8,663
Public Safety Comm/Records Sup	\$5,530	\$6,734
Public Safety Dispatcher	\$4,360	\$5,507
Police Records Specialist	\$3,974	\$5,123
Property Technician	\$3,336	\$4,990
Community Service Officer	\$3,468	\$4,779
Police Officer Trainee	\$5,224	\$5,224

**SALARY RANGE**

**Eff. 1<sup>st</sup> Full Pay Pd. July 2016**

<u>Classification</u>	<u>Min.</u>	<u>Max.</u>
Police Officer	\$5,452	\$7,458
Police Corporal	\$6,185	\$7,831
Police Sergeant	\$7,208	\$8,966
Public Safety Comm/Records Sup	\$5,530	\$6,734
Public Safety Dispatcher	\$4,360	\$5,507
Police Records Specialist	\$4,053	\$5,225
Property Technician	\$3,403	\$5,090
Community Service Officer	\$3,468	\$4,779
Police Officer Trainee	\$5,224	\$5,224

## **SALARY RANGE**

**Eff. 1<sup>st</sup> Full Pay Pd. July 2017**

<u>Classification</u>	<u>Min.</u>	<u>Max.</u>
Police Officer	\$5,452	\$7,738
Police Corporal	\$6,185	\$8,125
Police Sergeant	\$7,208	\$9,302
Public Safety Comm/Records Sup	\$5,530	\$6,734
Public Safety Dispatcher	\$4,360	\$5,507
Police Records Specialist	\$4,134	\$5,330
Property Technician	\$3,471	\$5,192
Community Service Officer	\$3,468	\$4,779
Police Officer Trainee	\$5,224	\$5,224

### 4.2 Application of Salary Rates

Employees shall be assigned a salary by the Department Head within the range established for the appropriate position. The minimum rate generally shall be assigned to employees upon original appointment; however, the Department Head may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

## SECTION 5. COMPENSATION WHEN ACTING OUT OF CLASSIFICATION

A sworn employee assigned by the Chief or his designee in writing to temporarily serve in a higher classification shall be granted additional compensation in the amount of 5% for the duration of the assignment. If the assignment is for greater than two weeks, the compensation for the assignment shall be set at the first step of the classification the employee is assigned to salary range.

A non-sworn employee who is assigned by the Chief or his designee in writing to work as a Supervising Dispatcher for a period of forty (40) hours or more shall be granted additional compensation in the amount of 5% for the duration of the assignment.

## SECTION 6. ADVANCEMENT WITHIN SALARY RANGE

Salary advance shall be only at the approval of the Department Head whose decision is final and shall be based on merit as established by record of the employee's performance. No salary advancement shall be made so as to exceed the maximum rate established in the Performance Pay Plan for the employee's position nor be automatic merely upon completion of a specified period of service.

Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service after initial appointment shall be eligible for advancement to a higher rate in the salary range for the classification. Such salary advancement shall be in an amount not less than three percent (3%) and up to a maximum of seven percent (7%) based on performance. After the initial salary advancement, as specified above, employees who have performed at satisfactory levels may be considered for periodic increases no later than twelve (12) months from the prior increase up to a maximum of seven percent (7%) for any one increase.

Continued satisfactory performance is required to maintain any salary increases above the initial increase. Where an employee is reduced in salary for disciplinary reasons or for not maintaining satisfactory performance, such action is subject to the grievance procedure. Performance evaluations may be more frequent than the twelve (12) month intervals referred to above, but only those evaluations which have been designated as "salary review" performance evaluations and which have been approved by the Department Head will be utilized to advance an employee through the salary range.

#### SECTION 7. FIELD TRAINING OFFICER/SERGEANT

An employee assigned training duties as part of a formal training program overseen by the Training Sergeant will receive Twenty Dollars (\$20.00) per shift in addition to their regular salary for those shifts in which they perform the training duties.

An employee assigned training duties as the Training Sergeant will receive Twenty Dollars (\$20.00) per shift in addition to their regular salary for those shifts in which they perform the supervisory training duties.

An employee assigned training duties as part of a formal training program overseen by the Communications Supervisor or will receive Fifteen Dollars (\$15.00) per shift in addition to their regular salary for those shifts in which they perform the training duties

#### SECTION 8. DETECTIVE

Employees in the classification of Police Officer and Police Sergeant who are assigned to perform full-time work in the position of Detective will receive Three Hundred Ten Dollars (\$310.00) per month in addition to their regular salary for those months in which they perform the duties of Detective.

#### SECTION 9. MASTER OFFICER PAY

Employees designated by the department as "Master Officer" shall receive One Hundred Seventy-five Dollars (\$175.00) per month in addition to their regular pay. To receive such pay, employees must maintain physical fitness and training standards consistent with those outlined by the FBI for SRT teams.

#### SECTION 10. MOTORCYCLE PAY

Employees who are assigned to motorcycle duty shall receive Three Hundred and Ten Dollars (\$310.00) per month in addition to their regular salary for those months in which they perform the duties.

#### SECTION 11. TRAINING AND SUPPORT SERGEANT

Employees in the classification of Sergeant who are assigned to perform full-time work in the position of Training and Support Sergeant will receive Three Hundred Eighty Dollars (\$380.00) per month in addition to their salary as Sergeant for those months in which they perform the duties.

#### SECTION 12. COMPENSATION ON PROMOTION

Any employee who is promoted to a position in a class with a higher salary range shall be placed on a level in the new higher range which is at least equal to an advancement of a full five percent (5.0%) increase over the level he/she held in his/her former range in the basic salary schedule.

An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on his/her salary anniversary date, is promoted to a class with a higher salary range he/she is entitled, and then the higher salary level as provided in this section.

#### SECTION 13. COMPENSATION ON DEMOTION

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary level in the range for the lower class which is:

- a. If a disciplinary demotion, to any designated salary level in the lower range which is at least five percent (5%) less than that received in the salary range for the class from which demoted. A new anniversary date shall be established on the basis of the demotion.
- b. If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class. He/she shall retain his/her current anniversary date.

#### SECTION 14. COMPENSATION ON REINSTATEMENT

An employee who has resigned in good standing may, within one (1) year of such resignation, be reinstated by recommendation of the Management Committee. His/her anniversary date shall be based upon the date of reinstatement.

#### SECTION 15. COMPENSATION ON TRANSFER

Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same level in the salary range as he/she previously received and his/her salary anniversary date shall not change.

#### SECTION 16. COMPENSATION ON CHANGE IN RANGE ASSIGNMENT

Whenever a class is reassigned to either a higher or lower salary range by the Management Committee, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the level in the new range that corresponds to the level he/she was receiving in the former range and he/she shall retain the same salary anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary anniversary date, he/she shall first receive any within range increase to which he/she is entitled and then receive the corresponding step adjustment.

#### SECTION 17. COMPENSATION ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

- a. If the position is reclassified to a class with the same salary range as the previous class and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.
- b. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position then the salary of such employee shall be governed by Section 12 of the Memorandum of Understanding.

c. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change. If his/her salary is greater than the maximum of the lower salary range, his/her salary shall be "Y" rated until such time as any general salary increase, inequity adjustment, or other adjustment results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and he/she shall not be required to serve a new probationary period.

## SECTION 18. BILINGUAL PAY

Employees who are assigned to perform as bilingual communicators (who demonstrate that they can read, write, and speak on a Department approved level) on a regular and recurring basis shall receive an additional Two Hundred Fifty Dollars (\$250.00) compensation each month they are assigned. Prior to receiving such additional compensation, employees may be required to pass a bilingual proficiency test.

Employees who do not volunteer to be assigned as bilingual communicators shall not normally be required to perform in this capacity except in emergency situations.

The Authority will continue its practice of paying employees who are fluent in another language and are assigned to or are required in the performance of their duties to use their bilingual skills. Such pay will be \$10 a day on the day such bilingual skills are utilized, with the prior approval of the employee's supervisor. This does not pertain to employees who are assigned as bilingual communicators as outlined above.

## **HOURS OF WORK AND OVERTIME**

### SECTION 19. HOURS OF WORK

#### 19.1 Work Schedule

The standard workweek for employees occupying full-time positions consists of forty (40) hours in any designated five (5) days with two (2) consecutive days off. Employees may not receive two (2) consecutive days off during a week in which employees rotate shifts.

Daily hours of work (or shifts) for employees of the Central Marin Police Department shall be as requested per four (4) month sign up roster according to employee seniority. Employees, through the bidding process, may work the same shift for two (2) four (4) month periods in a row, but must change the shift the third (3rd) period.

Exceptions to the above may be for the following reasons, with reasons for the exceptions given in writing:

- a. New employees
- b. Training
- c. Special assignments
- d. Supervision

Sign up shall be for a one (1) year period (three (3) four (4) month cycles).

The standard work week outlined above, has been amended by the Department in some circumstances in order to implement alternate work schedules, which are as follows:

5/8 Schedule - Desk Officer, Records Specialist, School Resource Officer  
 9/80 Schedule - Property Technician  
 4/10 Schedule - Detectives  
 Training Support Sergeant  
 Traffic Direct Patrol Officer  
 Dispatch Supervisor  
 3/12 Schedule - Police Officer  
 Corporal (assigned to patrol)  
 Sergeant (assigned to patrol)  
 Dispatcher

Employees assigned to work a 9/80 schedule shall normally be assigned to work a 14 day schedule that consists of two alternating weeks of four 9 hour work shifts on duty followed by one 8 hour day on duty (for a total of 44 hours) with two days off and then four 9 hour shifts on duty, for a total of 36 hours with three days off. This will result in employees working a total of 80 hours in a 14 day pay period.

Employees assigned to work the 4/10 schedule shall normally be assigned to work a fourteen (14) day schedule that consists of four 10 hour work shifts on duty (for a total of 40 hours) with three days off and then four 10 hours work shifts on duty followed by three days off. This will result in employees working a total of 80 hours in a 14 day pay period.

Employees assigned to work the 3/12 schedule shall normally be assigned to work a fourteen (14) day schedule that consists of two alternating weeks of three 12 hour work shifts on duty (for a total of 36 hours) with four days off and then four 12 hour work shifts on duty (for a total of 48 hours) with three days off. This will result in employees working a total of 84 hours in the 14-day pay period.

If at any time the Department determines that any of these alternate work schedules is to be discontinued, the Department will meet with the Association to discuss the reasons for the change and to present new work schedule(s). The Association may also present scheduling alternatives for the Chief's consideration. The Department also reserves the right to discontinue these alternate work schedules in whole or in part if an emergency arises where continuance of the alternate schedules would have serious adverse consequences to the Department.

## 19.2 Shift Differential

Employees working in patrol who are regularly assigned to work nights and that work for four or more such shifts during a pay period will be eligible for a shift differential of 5.0% of base pay for each hour so worked. Employees working in positions other than patrol that are regularly assigned to work the graveyard or relief shift for five or more shifts during a pay period will be eligible for a shift differential of 5.0% of base pay for each hour so worked. This differential will not be paid to employees who work either of the noted shifts as part of field or other training.

In the event an employee assigned to patrol is assigned and works the night shift, but during this shift rotation he/she is moved to day shift by the Department, he/she will continue to receive shift differential for the balance of that shift rotation. This continuation of shift differential shall not apply in circumstances where an employee requests to move off of nights, the move to days is part of disciplinary action, or if such change is made prior to the commencement of the 4 month shift rotation.

### 19.3 Special Duty Status

Should any employee of the Department who is assigned to work an alternate work schedule become ill or injured requiring time off or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

### 19.4 Training

An employee who is working on an alternate work schedule and is sent to training must discuss the length of the training and their work status with their supervisor before leaving for such training. If the number of hours of training is less than his/her normal duty day/week, he/she shall be expected to work the remaining hours, or utilize accrued time off for the balance of the time. If the training is to take place for more than five days, the employee may be returned to a 5/8 schedule for the duration of the training.

## SECTION 20 OVERTIME

### 20.1 Definition.

Authorized time worked in excess of an employee's regularly scheduled work day or regular 14 day work schedule shall constitute overtime. Time paid for but not worked such as paid sick leave and paid holidays shall be included in the computation of time worked.

Employees working on an alternate work schedule will normally be assigned to a 14 day work cycle as outlined in Section 19 above. During this period an employee will normally be scheduled to work 80 hours in a pay period, except employees working on the 3/12 schedule who are schedule to work 84 hours (80 hours at the straight time pay and 4 hours as straight time compensatory time). An employee will be eligible for overtime payment at time and one half for those hours worked beyond their regularly assigned work shift or for hours worked in excess of 80 or 84 hours (as applicable) during the 14 day work cycle.

### 20.2 Overtime Pay

Overtime shall be paid at the option of the Department Head based on the rate of pay at time and one-half or compensatory time at time and one-half off, subject to the following provisions:

a. Court time outside normal duty hours will be paid at a time and one-half/CTO basis. If a court appearance is scheduled more than one (1) hour after, or ends more than one (1) hour before a scheduled shift, a four (4) hour minimum overtime compensation or CTO will be paid.

b. Court time on a day off will be paid at a four (4) hour minimum at the overtime rate/CTO. The officer is responsible for contacting the Central Marin Police Department or appropriate authority prior to 5:00 p.m. the day preceding the court date to ascertain if attendance is required.

c. Range training outside normal duty hours will be paid at the two (2) hour minimum at the overtime rate CTO.

## SECTION 21. COMPENSATORY TIME

Employees may elect to accrue compensatory time and/or Flex time not to exceed a total of one hundred fifty (150) hours. Once a one hundred and fifty hour accrual has been attained, any authorized overtime hours worked will be paid at the overtime rate and efforts will be made to have the employee schedule time off. Accrued compensatory time off may

be carried over from one calendar year to the next; however, accrued compensatory time/Flex time off balances may not exceed one hundred fifty (150) hours.

Compensatory time is earned at the overtime rate of time and one half. Flex time is earned at the straight time rate. As either compensatory time or flex time are earned, they will be credited to an employee's "Comp time account". The use of accrued compensatory time/Flex time off shall be by mutual agreement between the Chief (or his/her designee) and the employee.

By mutual agreement between the Chief and the employee, an employee may be allowed to cash out compensatory time and/or Flex time that has been accrued at the time of said election. This cash out may be allowed only two (2) times per year and the maximum number of hours exchanged will be forty (40) hours per year.

## SECTION 22. HOSPITAL, MEDICAL, DENTAL CARE, LIFE INSURANCE

### 22.1 Flexible Benefit Plan - Active Employees

Under the Flexible Benefit Plan the Authority's monthly contribution for the individual employee and the employee's eligible dependents shall be One Hundred and Twelve dollars (\$112.00) per month effective January 1, 2012 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the City shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance and premium conversion.

Effective January 1, 2013 and continuing through the term of the agreement, the Authority shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

- Employee Only: Up to the Kaiser rate for Employee only
- Employee plus one: Up to the Kaiser rate for Employee plus one
- Employee plus two or more: Up to the Kaiser family rate

An employee may use any benefit allowance stated above toward the cost of employer-provided PERS Health insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

Any Employee that enrolls in a Medical Plan that has a higher premium than the City's contribution, as stated above, will pay the difference via pre-tax payroll deductions.

### 22.2 The Authority shall contribute an amount necessary to provide dental care benefits for the individual employee and eligible dependents.

a. The amount of term life insurance covering eligible employees shall be Twenty-five Thousand Dollars (\$25,000.00).

b. The Authority will continue to pay the full cost for maintaining the dental plan in effect January 1, 2011 and the life insurance plan in effect January 1, 2011.

c. Dental and Orthodontia. The maximum dental coverage is Two Thousand Dollars (\$2,000.00) per year, and the Orthodontic benefit to a lifetime maximum of One Thousand Dollars (\$1,000.00) per dependent child.



22.3 Medical Insurance - Retirees

a. Employees Hired Before July 1, 2007 - For a current employee (hired before 7/1/07) who; retires from the Central Marin Police Authority (Authority), has completed 10 or more years of service with CMPA, and is collecting a PERS retirement benefit, the Authority will pay for the cost of Kaiser medical coverage for the employee.

For a current employee (hired before 7/1/07) who; retires from the Authority, has completed 15 or more years of service with Authority, and is collecting a PERS retirement benefit, Authority will pay for the cost of Kaiser medical coverage for the employee and their spouse. To be eligible, the spousal relationship must have been documented with the Authority for at least 5 years before the employee retires from the Authority. If other retiree medical coverage is available to the spouse, that plan will provide coverage, before the plan offered by the Authority.

b. Employees Hired After July 1, 2007 - For an employee hired after 7/1/07 retires from the CMPA, has completed 10 years of service with CMPA, and is collecting a PERS retirement benefit, CMPA will pay for the cost of Kaiser medical coverage for the employee only.

Employees who do not qualify for CMPA paid medical in retirement, as well as eligible dependents of retirees, are allowed access, through CMPA, into the PERS medical plan after retirement, in accordance with the rules established by PERS. Such premiums will be paid for at the retiree's expense.

CMPA will work with its employee groups to research and develop a vehicle which allows money to be set aside while employees work for the CMPA, which can later be used for medical costs in retirement. Potential solutions include the creation of Health Savings Accounts (HSA) which may allow employees and the CMPA to set aside money on a pre-tax basis, which can later be used for medical expenses.

In regards to an employee who is granted a duty related disability retirement, which occurs prior to meeting the service requirements outlined above, the Authority will provide a stipend payment toward the retiree's medical costs, in an amount determined by the percentage rate of disability determined.

c. For Employees Hired After January 2013 - For employees hired after the execution of the Joint Powers Agreement or after February 1, 2013, whichever is later, the Authority will contribute the following amounts to the Employee's Retiree Health Saving Account.

<b>Years of Service</b>	<b>Authority Contribution</b>
After completion of Probation to 15 years	2.0% of base salary
Beg. 16 year	2.25% of base salary

An employee will vest in the RHSA on the completion of their tenth year of service with the Authority.

d. Employees Hired On or Before January 1, 2013 – Effective the first full pay period in July 2016, each employee shall contribute Thirty dollars (\$30.00) per month towards the cost of the retiree medical benefit.

Effective the first full pay period in July 2017, each employee shall contribute an additional Thirty dollars (\$30.00) per month towards the cost of the retiree medical benefit for a total of contribution of Sixty dollars (\$60.00) per month.

e. Employees Hired After January 1, 2013 – Effective the first full pay period in July 2016, each employee shall contribute Thirty dollars (\$30.00) per month to the Employee's Retiree Health Saving Account.

Effective the first full pay period in July 2017, each employee shall contribute an additional Thirty dollars (\$30.00) dollars per month to the Employee's Retiree Health Saving Account for a total employee contribution of Sixty dollars (\$60.00) per month.

Employee contributions are not subject to the vesting schedule listed in 22.3(c) above. All contributions made by the employee to the Employee's Retiree Health Savings Account are the employees. The CMPA's contributions made on the employee's behalf are not the employee's until the employee has reached the vesting criteria established in 22.3(c) above.

### SECTION 23. LONG-TERM DISABILITY

Effective in 2004, LTD coverage was converted to the PORAC Partially Self Funded Disability Policy. The cost of this disability policy will be paid for by each individual employee through payroll deduction. The long term disability plan for non-sworn personnel is at a level consistent with that received by sworn personnel.

Effective upon the conversion of coverage, employees received a one-time increase to their base rate of pay to reflect the actual cost of the LTD policy, at enrollment. Any increases in the cost of this policy during the term of this agreement shall be the responsibility of the individual employee.

### SECTION 24. HOLIDAYS

24.1 Sworn Employees, Dispatchers, and Public Safety Communication/Records Supervisors  
Regular full-time sworn employees, dispatchers, and the Communication Supervisor shall be entitled to be paid for the following thirteen (13) holidays per year, in lieu of a day off:

New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

Six and one-half (6-1/2) holidays are to be paid on the first payday in June and six and one-half (6-1/2) are to be paid the last payday in November.

Holidays are paid at straight-time. Full-time probationary employees shall be paid for holidays on a prorated basis based upon their date of hire and number of holidays earned there from. Actual days off may be granted in lieu of pay.

24.2 Property Technician, Records Specialist and Community Service Officers  
Employees in the classifications of Telecommunications Specialist/clerical, Clerical Specialist and Community Services Officer shall observe the following listed holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

Employees shall be required to work on Admission Day, Columbus Day and Lincoln's Birthday. In compensation for working these holidays, employees shall receive eight (8) hours of floating holiday time off for each holiday worked.

If a holiday falls on the employees regular day off, they will receive the next regular workday off with pay up to a maximum of eight (8) hours. Such employees may use accrued comp time, vacation, or floating holiday time to make up the difference between the eight (8) hours holiday pay and their normal work hours for that day.

Holidays are paid at straight-time. Full-time probationary employees shall be paid for holidays on a prorated basis based upon their date of hire and number of holidays earned there from. Actual days off may be granted in lieu of pay.

## SECTION 25. VACATIONS

### 25.1 Vacation Accrual

Each full-time regular and probationary employee shall accrue vacation leave with pay as follows:

1 - 5 years of service = 3.08 hours biweekly

6 - 9 years of service = 4.62 hours biweekly

10 - 14 years of service = 6.16 hours biweekly

15 + years of service = 7.69 hours biweekly

Vacation time accrues from the date of hire consistent with the above schedule. No vacation with pay is allowable to temporary or part-time employees.

### 25.2 Use of Vacation

Vacation leave may be taken as it accrues. The dates of vacation leave may be selected by the employee but shall be approved by the Department Head who shall consider the wishes of the employee and the needs of the Department. Preference of vacation date shall be given to employees within the same classification by seniority as reasonably as possible.

### 25.3 Maximum Accrual

Employees may accrue up to two hundred-forty (240) hours of vacation per calendar year. Only with the prior written permission of the Chief of Police, may more than two hundred-forty (240) hours of accumulated vacation be carried forward into the subsequent year. Without this permission, once an employee reaches the two hundred-forty (240) hour maximum they will not earn or accrue additional vacation time until their balance returns below the maximum.

## SECTION 26. SICK LEAVE

### 26.1 Sick Leave Accrual

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of eight (8) hours per month. Unused sick leave may be accumulated without limit. Sick leave shall be granted in the case of disabilities due to illness, injury or pregnancy.

### 26.2 Evidence of Illness

The Department Head and/or Management Committee may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

26.3 Emergency Care of Family

An employee may utilize paid sick leave up to a maximum of six (6) days per year in cases of illness or injury to an immediate family member. Immediate family is defined in Section 27 Funeral Leave.

26.4 Maternity Leave

Pregnant employees shall be entitled to a maternity leave of absence without pay (in addition to the paid leave provided in Section 26.1) in accordance with State and Federal laws.

26.5 Holidays During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

26.6 Parental Leave

Employees shall be eligible to use up to 80 hours of accumulated sick leave for the purpose of child bonding. Except as authorized by the Chief of Police, Employees utilizing this benefit shall not be eligible to use the Section 26.3 Emergency Care of Family immediately before or after the use of parental leave. Parental leave shall be granted in accordance with the provisions of the FMLA and CFRA.

SECTION 27. FUNERAL LEAVE

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

SECTION 28. JURY DUTY

Employees who are called or required to serve as a trial juror shall be entitled to be absent from duties with the Department during the period of such service or while necessarily being present in the court as a result of such call. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the Central Marin Police Authority, the fee for jury duty. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify his/her Department Head in writing whether or not he/she waives or remits jury fees to the Authority.

SECTION 29. LEAVE OF ABSENCE WITHOUT PAY

The Management Committee upon recommendation of the Police Chief, may grant a regular or probationary employee leave of absence without pay or seniority not to exceed six (6) months. After six (6) months, the leave of absence may be extended if authorized in its sole discretion by the Central Marin Police Board. The decision of the Police Board shall not be subject to the grievance procedure. No such leave or extension thereof shall be granted except upon written request of the employee, setting forth the special circumstances for the request, and any approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure

on the part of an employee on leave to report promptly at its expiration may be cause of immediate discharge.

The granting of any leave of absence without pay exceeding fourteen (14) calendar days shall result in a new salary anniversary for the employee. Such date shall be based on his/her original salary date plus the number of calendar days of his/her leave in excess of fourteen (14) calendar days.

The Police Chief may grant a regular or probationary employee leave of absence without pay not to exceed one (1) calendar week. All leaves shall be reported to the Finance Department.

### SECTION 30. CATASTROPHIC INJURIES/ILLNESS TIME BANK

The intent of this program is to assist catastrophically ill or injured employees who have exhausted all available paid accruals, to maintain paid status as long as possible. Catastrophic injury or illness is defined as a medically certified, severe and disabling, non-industrial condition resulting in an employee's inability to work. An employee requesting to receive donated Catastrophic Time must provide details of his/her situation to the Chief of Police and receive his/her recommendation. A time bank may then be established for the benefit of an employee. Employees may submit requests to donate earned vacation and/or compensatory time on a voluntary basis for another employee subject to the conditions listed below:

- a. Employees initially eligible to receive leave contributions must have completed 2080 hours or 1 year of service with the Authority. In addition, such employee must have exhausted all of their other leave balances available including earned vacation, earned sick leave, and accrued compensatory time.
- b. State and federal income tax on the value of leave donated shall be deducted from the recipient employee's pay at time of payment for such donated time.
- c. Leave hours donated shall be credited as sick leave and shall not be reversible.
- d. Hours requested to be donated must be in whole hour increments, shall be kept in pledge status until used, shall be credited on a bi-weekly basis as sick leave, and shall be subject to the provisions of this Memorandum of Understanding regarding the use and payment of same.
- e. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay. Recipient employees shall not be credited with more than 100% of their normally scheduled hours for any given pay period.
- f. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- h. In the event of the death of the recipient, donated hours shall be returned to the bank for future use.
- i. While on catastrophic leave, using donated hours, an employee shall not accrue any vacation or sick leave.
- j. Catastrophic leave shall not be used in conjunction with any long or short term disability benefits or workers compensation.

### SECTION 31. MILITARY SERVICE

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

## **ALLOWANCES AND REIMBURSEMENTS**

### **SECTION 32. EDUCATIONAL REIMBURSEMENT**

An employee will be reimbursed for each educational course for which the employee received prior written approval from the Department Head upon receipt of proof that said employee has obtained a grade of B or better or "pass" if the course provides only for a pass/fail grade. Said reimbursement is limited to Eight Hundred Dollars (\$800.00) per semester and One Thousand Six Hundred Dollars (\$1,600.00) per year.

### **SECTION 33. EDUCATIONAL INCENTIVE**

The amounts of compensation provided are not cumulative, but escalate as a higher level of education/certification is achieved.

- a) An employee who possesses an Intermediate POST Certificate shall receive 2.0% of salary per month, in addition to other pay.
- b) An employee who possesses an Associates of Arts degree shall receive 3.0% of salary per month, in addition to other pay.
- c) An employee who possesses an Advanced POST Certificate shall receive 4.0% of salary per month, in addition to other pay.
- d) An employee who possesses a Bachelor's degree shall receive 5.0% of salary per month, in addition to other pay.
- e) An employee who possesses a Master's degree shall receive 6.0% of salary per month, in addition to other pay.
- f) An employee in the classification of Public Safety Communications / Records Supervisor who possesses a POST Supervisory Certification shall receive 4.0% of salary per month, in addition to other pay.

### **SECTION 34. UNIFORM ALLOWANCE**

New employees shall be furnished by the Department with an adequate supply of uniforms and required equipment. All other employees who customarily and regularly wear uniforms prescribed by the Department Head during scheduled duty hours shall be covered by the following Uniform Replacement Program:

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

a. **Sworn Police Officers and Community Service Officers**

1 pair pants each year

1 long sleeve shirt each year

1 short sleeve shirt each year

1 hat each two (2) years

1 field jacket each four (4) years.

b. Public Safety Dispatcher, Public Safety Communication/Records Supervisor, Desk Officer and Records Specialist

2 polo shirts each year

2 pair pants or capris each year

2) Damaged and/or worn articles of uniform shall be turned into the Department Head 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 Authority under this program and may not be worn by the officer while on duty. The Department shall also be responsible for cleaning and repair of the articles of uniform.

(3) As an exception to the foregoing, the Authority will replace in kind those articles of uniform listed in paragraph one (1) above which, in the judgment of the Department Head, has been damaged or destroyed as the result of unusual circumstances beyond the control of the officer, incurred in the performance of his/her official duties.

(4) Articles of uniform provided under this program shall remain the property of the Central Marin Police Authority and shall be turned into the Department Head when replaced in kind or when the officer retires or terminates his/her employment with the Authority for any reason.

(5) Employees assigned as Detectives who customarily and regularly wear civilian clothing during scheduled duty hours shall receive Four Hundred Fifty Dollars (\$450.00) per year uniform allowance in order to maintain their regular Department uniforms during this assignment. Said uniform allowance shall be paid on the employee's initial assignment date and annually (on the assignment date) thereafter.

### SECTION 35. PHYSICAL FITNESS

The Authority will reimburse employees for an individual membership at the health club of their choice up to the dollar amount the Authority pays for Fitness SF, subject to the conditions set forth in the Physical Fitness contract entered into with each participating employee. Individuals may be required to maintain a record of their gym usage and may be subsequently required to produce such records if requested by the Department.

### SECTION 36. RETIREMENT PLAN

#### 36.1 PERS Pick Up

Effective the first full pay period in January 2014, the Authority will not pick up any of the sworn employees' PERS contributions. Sworn employees' will be contributing 9.0% toward the cost of PERS.

Effective the first full pay period July 2015, sworn employees will pay an additional 1.0% towards the employers cost of PERS for a combined employee and employer contribution of 10%.

Effective the first full pay period in July 2016, sworn employees will pay an additional 1.0% towards the employers cost of PERS for a combined employee and employer contribution of 11.0%.

Effective the first full pay period in July 2017, sworn employees will pay an additional 1.0% towards the employers cost of PERS for a combined employee and employer contribution of 12.0%.

Effective the first full pay period in January 2014, non-sworn employees will contribute an additional 4.0% of the miscellaneous employees PERS contribution. The total non-sworn employees' PERS contribution will be 11.5%.

All Sworn and Non-Sworn retirement contributions made to PERS shall be made in accordance with IRSC 414(h)(2).

### 36.2 Retirement Plan Provisions

The retirement plans in effect for employees covered by this Memorandum of Understanding shall remain in full force and effect and includes the following benefits:

Employees covered by this Memorandum of Understanding will be provided with the following benefits:

Sworn - Effective 1/1/03, the Authority amended its contract with PERS to provide for the three percent (3%) at fifty-five (55) benefit.

Non-sworn - Effective 7/1/08, the Authority amended its contract with PERS to provide for the two and one half percent (2.5%) at fifty-five (55) benefit.

Final Compensation Average – Highest single year.

1959 Survivors Benefit - In 2001, the Authority amended its contract with PERS to provide the Fourth Level of this benefit.

Post-retirement Survivor Benefit

Unused Sick Leave Credit (Employees with unused sick leave at retirement will receive additional service credit at the rate of 0.004 years for each day of sick leave.)

Sworn - For employees hired after December 31, 2012, who are not “Classic Members” the contract between the Central Marin Police Authority and the Public Employees Retirement System (PERS) which provides retirement benefits for eligible employees, shall be modified to provide the following benefits:

Retirement Formula – Full 2.7% at 57

Final Compensation Average – 3 Years

Unused Sick Leave Credit

The employee contribution shall be done in accordance with Government Code Section 7522.30.

Non- Sworn - For employees hired after December 31, 2012, who are not “Classic Members” the contract between the Central Marin Police Authority and the Public Employees Retirement System (PERS) which provides retirement benefits for eligible employees, shall be modified to provide the following benefits:

Retirement Formula – 2.0% at 62

Final Compensation Average – 3 Years

Unused Sick Leave Credit



The employee contribution shall be done in accordance with Government Code Section 7522.30.

When comparing Twin Cities Police Authority employees' wages with wages of employees in other jurisdictions, it is understood that these new retirement benefits will be considered part of the total compensation for said employees.

36.3 Deferred Compensation

The Authority will provide a matching contribution of up to 1.0% of an employee's compensation, if 50% or more of the department's personnel participate in the Plan.

SECTION 37. LAYOFF

37.1 Intent of Procedure

In the event it may be necessary to layoff one (1) or more employees, the following procedure is intended to give primary consideration to job performance, classification and seniority whenever the layoff of employees is necessary.

37.2 Procedure

a. Employees to be laid off shall be given at least fourteen (14) calendar days' prior notice.

b. Except as otherwise provided, whenever there is a reduction in the work force, the Management Committee shall first demote to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list.

c. An employee affected by layoff shall have retreat rights to displace an employee in the same department in a lower class and must request displacement action in writing to the Management Committee within five (5) working days of receipt of notice of layoff.

d. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

e. In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary and permanent.

f. Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the Management Committee.

g. In cases where there are two (2) or more permanent employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days prior to the layoff as follows:

First, all employees having ratings of "unsatisfactory"; second, all employees having ratings of "improvement needed"; third, all employees having ratings of "satisfactory or above".

h. Employees within each category shall be laid off in inverse order of seniority in the Central Marin Police Authority service.

i. The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different times for the same class or position shall be combined into a single list. Such list shall be used when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

j. Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to permanent positions of the same level as that which laid off, shall upon such appointment be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year from the date of layoff.

## **APPEAL PROCEDURES**

### **SECTION 38. GRIEVANCE PROCEDURE**

#### **38.1 Definition**

A grievance is any dispute which involves disciplinary action specified in Section 40, or the interpretation or application of the personnel rules, or any provision of the Memorandum of Understanding with the recognized employee organization.

#### **38.2 Informal Grievance Procedure**

Every effort shall be made to resolve a grievance as near as possible to the point of origin through discussion between the employee and his/her immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, he/she shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the Department Head.

#### **38.3 Formal Grievance Procedure**

a. If the employee is not in agreement with the decision in the informal grievance procedure, he/she shall have the right to present a formal grievance, in writing, to the Department Head. If such a formal grievance has not been submitted within five (5) working days from the date of receiving the informal decision of the supervisor of the Department Head, the informal decision shall be final and binding.

b. When discussing the formal grievance with the Department Head, the employee shall have the right to appear with his/her representative who may also participate in the discussion. The Department Head receiving the grievance shall review it, render his/her decision and comments in writing and return them to the employee within twenty (20) working days after receiving the formal grievance. Except for disciplinary actions specified in Section 40, appeals of which are made to the Adjustment Board, if the employee does not agree with the decision reached, he/she may present an appeal in writing to the Management Committee within five (5) working days. Failure of the employee to take further action within five (5) working days after receipt of the decision of the Department Head will constitute withdrawal of the grievance.

#### **38.4 Adjustment Board**

Any grievance which is not resolved in pursuance of the earlier provisions of this procedure may be appealed in writing within five (5) working days to a Board consisting of one (1) representative appointed by the Management Committee, one (1) representative appointed by the Association and one (1) representative selected by mutual agreement between the other two (2) Board members. The decision of this Board shall be in the form of a written recommendation to the Central Marin Police Council, with a copy to the Association. The

Board shall, in no event, entertain, hear, or make recommendations on any dispute involving a position over which a formally recognized employee organization has jurisdiction, unless such dispute falls within the definition of a grievance as herein above set forth.

38.5 Appeal to Central Marin Police Board

Upon receipt of the Adjustment Board's recommendation the Central Marin Police Board shall, within twenty (20) working days, render a formal decision, in writing, to the employee. Such decision shall be final and binding.

38.6 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the individual or committee at the appropriate level.

SECTION 39. EMPLOYEE REPRESENTATIVE FOR GRIEVANCES

The Association may designate a reasonable number of Department employees as employee representatives to assist in the handling of grievances. The Association shall notify the Department Head in writing of the individuals so designated. The employee representative may be relieved from his/her assigned work duties by his/her supervisor to investigate and process grievances initiated by other employees within the same work area. The use of time for this purpose shall be reasonable and shall not interfere with the performance of services as determined by the Department Head.

SECTION 40. DISCHARGE, SUSPENSION OR DEMOTION FOR CAUSE

The Department Head with the prior approval of the Management Committee may discharge, suspend or demote an employee for cause, provided the procedures specified in Section 5.0 of the Personnel Rules are followed. An employee who has completed his/her probationary period may appeal such discharge, suspension or demotion to the grievance procedure in accordance with Section 38.

SECTION 41. CAUSE FOR DISCIPLINARY ACTIONS

Employees may be subject to disciplinary action for cause, including, but not limited to, the following:

- a. Commission of a criminal offense.
- b. Willful or negligent damage or loss of Department property.
- c. Neglect of duty.
- d. Insubordination.
- e. Dishonesty including failure to report truthfully when ordered.
- f. Excessive, unexcused and/or unreported absenteeism or tardiness.
- g. Violation of Department policies, rules or procedures.
- h. Incompetence or nonperformance of duty.
- i. Alcohol intoxication on duty.

- j. Under influence of or use of drugs not prescribed by doctor while on duty.

#### SECTION 42. PENALTIES

Subject to the provisions of the Central Marin Police Department's Personnel Rules, when necessary, the approval of the Management Committee, the following penalties may be assessed against any member or employee of the Department as disciplinary action:

- a. Oral reprimand
- b. Written reprimand
- c. Reduction in salary
- d. Suspension
- e. Demotion
- f. Transfer
- g. Dismissal

#### SECTION 43. PREDISCIPLINARY PROCEDURE

##### 43.1 Policy

Prior to the discharge, demotion, or reduction in salary for disciplinary purpose, or suspension of any regular employee pursuant to the provisions of the Personnel Resolution and these rules, the following procedure shall be complied with:

- a. Written Notice. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.
- b. Employee Review. The employee shall be given the opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practicable, he/she shall be supplied with a copy of the documents.
- c. Employee Response. Within five (5) working days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the Management Committee concerning the proposed action. The five (5) day time limit may be extended by mutual agreement.

### **MISCELLANEOUS PROVISIONS**

#### SECTION 44. EVALUATIONS

##### 44.1 Probationary Period

- a. For all sworn personnel, the first eighteen (18) months after an employee has been hired or the first twelve (12) months after an employee has been promoted, shall be a probationary period during which he/she will be considered as in training. For all other employees, the probationary period shall be twelve (12) months. This period is an extension of the examination process and the employee's performance shall be carefully

observed. Notwithstanding the foregoing, promotional probationary periods shall be twelve (12) months.

b. It is the Department's intention to formally evaluate an employee's performance on or about thirty (30) days prior to the sixth (6th) month, twelfth (12th) month and eighteenth (18th) month (for newly hired, sworn personnel) anniversary date of hire or promotion.

c. Probationary employees may be terminated or reduced in class, whichever is appropriate at the time, without the right of appeal. Notification of termination or reduction in class shall be in writing and shall be given to the probationary employee.

d. Probationary periods may be extended, under certain circumstances upon recommendation of the Department Head and approval of the Management Committee. Such extensions shall not exceed six (6) months and shall be in writing.

#### 44.2 Review With Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement. The employee shall also be encouraged to comment regarding his/her work performance, either in a written statement attached to the report or orally. The employee shall sign the performance report to acknowledge that he/she is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily mean that he/she agrees with the contents of the report.

### SECTION 45. SEPARABILITY OF PROVISIONS

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

### SECTION 46. SCOPE OF AGREEMENT

This Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto; provided, however, nothing contained herein shall be considered a waiver by the Association of its right to meet and confer on any proposed changes by the Authority on matters within the scope of representation.

### SECTION 47. DURATION

This Memorandum of Understanding shall be effective February 1, 2015, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including the thirtieth (30st) day of June 2018, and shall continue thereafter from year to year unless at least ninety (90) days prior to the first day of July, 2018, or the first day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this  
\_\_\_\_ day of \_\_\_\_\_ 2015.

CENTRAL MARIN POLICE OFFICERS  
ASSOCIATION

CENTRAL MARIN POLICE AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

## **STATEMENT OF APPLICABILITY**

Appendix A is included for informational purposes and is not included within the Memorandum of Understanding. The parties recognize that some aspects of Appendix A may be within the scope of negotiations.

## APPENDIX A

### INVESTIGATIONS AND INTERROGATIONS

When an employee is under investigation regarding a matter that may result in discipline, the following guidelines shall be adhered to:

1. The employee shall be notified of the nature of the investigation as soon as it is initiated.
2. Any interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off duty time of the employee being interrogated, the employee shall be compensated for such off duty time in accordance with regular Department procedures, and the employee shall not be released from employment for any work missed.
3. The employee under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than two (2) interrogators at one time.
4. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his own personal physical necessities.
5. The employee under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an employee refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The Employer shall not cause the employee under interrogation to be subjected to visits by the press or news media without his express consent nor shall his home address or photograph be given to the press or news media without his express permission.
6. The complete interrogation of the employee may be recorded. If a tape recording is made of the interrogation, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential.

No notes or reports which are deemed to be confidential may be entered in the officer's personnel file. The employee being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.

7. If, prior to or during the interrogation of employee, it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.

8. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in punitive action against any employee, that employee, at his request, shall have the right to be represented by a representative of his choice who may be present at all times during such interrogation. The



representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose any information received from the employee under investigation for non-criminal matters. This section shall not apply to any interrogation of employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this Section apply to an investigation concerned solely and directly with alleged criminal activities.

9. No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his Department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

**CENTRAL MARIN POLICE AUTHORITY  
RESOLUTION NO. 2015/06**

**A RESOLUTION OF THE CENTRAL MARIN POLICE COUNCIL OF THE CENTRAL  
MARIN POLICE AUTHORITY AUTHORIZING THE MANAGEMENT COMMITTEE  
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
AUTHORITY AND THE CENTRAL MARIN POLICE OFFICERS' ASSOCIATION  
FOR THE PERIOD OF FEBRUARY 1, 2015 THROUGH JUNE 30, 2018**

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**WHEREAS**, the Management Committee and the Central Marin Police Officers' Association have reached an agreement regarding a Memorandum of Understanding effective February 1, 2015 to June 30, 2018; and

**WHEREAS**, the parties hereby agree that all terms within the Memorandum of Understanding shall continue to full force and effect unless modified by mutual agreement of both parties; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Central Marin Police Council hereby authorizes the Management Committee to enter into an agreement with the Central Marin Police Officers' Association to the Memorandum of Understanding in accordance with the terms set forth.

**IT IS HEREBY CERTIFIED**, that the forgoing resolution was duly introduced and adopted at a public meeting of the Central Marin Police Council of the Central Marin Police Authority held on the 23<sup>rd</sup> day of April 2015 by the following vote, to wit:

\*\*\*\*\*

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:  
ATTEST:

\_\_\_\_\_  
Zaneta Feleo, Authority Clerk  
Central Marin Police Authority

\_\_\_\_\_  
Tom McInerney, Council Chair  
Central Marin Police Authority