

MEMORANDUM OF UNDERSTANDING

The TOWN OF ROSS

And

The ROSS PUBLIC SAFETY OFFICERS ASSOCIATION

July 1, 2004 through June 30, 2008

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This memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 to 3511.) The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the Town of Ross (herein called "Town") and the Ross Public Safety Officers Association (hereinafter called "Association.")

1) RECOGNITION, COOPERATION AND HIRING

- a) Town hereby recognizes the Association as the exclusive bargaining representative for purposes of establishing salaries, fringe benefits and working conditions for all employees within the Association bargaining unit which consists of the following classifications: Police Officer, Police Sergeant, Firefighter and Fire Captain (hereinafter called "Officer, Sergeant, Firefighter, and Captain.")
- b) Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Ross.
- c) Whenever a new employee is hired in any of the job classifications covered by this Agreement, Town shall notify said employee that Association is the recognized bargaining representative for employees in that classification and shall make a copy of this Agreement available to said employee and shall furnish Association with the name and address of said employee.

2) SALARIES

- a) The minimum monthly salaries payable to full-time employees covered by this Agreement shall be set forth in the Monthly Salary Step Levels as reflected below:

MONTHLY SALARY STEP LEVELS				
FY 2004-2005				
	A	B	C	D
Officer	4,514	4,739	4,976	5,225
Sergeant	5,185	5,444	5,716	6,002
Firefighter	4,634	4,865	5,109	5,364
Captain	5,378	5,647	5,930	6,226

- b) The minimum monthly salary shall be at Step A of the appropriate range, which is designated as the hiring rate.
- c) Step advancement shall be made within the appropriate salary range from each step to the next step higher on each anniversary date, provided the employee demonstrates satisfactory job performance.
- d) Upon promotion, an employee shall be placed in the first step of the range for the new class. If placement in the first salary step provides for a salary increase that is less than five (5) percent, the employee shall be placed in a salary step in the range for the new class that provides for at least a five (5) percent increase.
- e) All future employees shall be hired at the negotiated bottom step or above at the discretion of the Director of Public Safety.

3) CPI INCREASES

CPI increases will be effective the pay period following the dates indicated below. The CPI will be based on the Bureau of Labor Statistics Consumer Price Index—All Urban Consumers, Bay Area (SF, OAK, SJ) for the preceding 12 months ending in April.

(1) 7/1/04	No salary increase
(2) 7/1/05	CPI based increase (min. 1.5% - max. 3.5%)
(3) 7/1/06	CPI based increase (min. 1.5% - max. 3.5%)
(4) 7/1/07	CPI based increase (min. 1.5% - max. 4.0%)

4) FTO INCENTIVE PAY

Effective following ratification and adoption of this MOU, FTO pay will be increased from 2.5% to 5.0% for hours when an Officer or Sergeant is assigned and engaged in providing training.

5) GRAVEYARD SHIFT DIFFERENTIAL

The Town will increase the graveyard shift differential from 2.5% to 5.0% effective the first pay period following ratification and adoption of the MOU. Hours of graveyard shift coverage and eligibility are to be determined by the Director of Public Safety.

6) EDUCATIONAL INCENTIVE PAY

- a) Employees who possess current E.M.T. certification shall receive an additional \$50 per month.
- b) Employees shall receive additional compensation, as listed below, for one of the following:
 - i) Associates in Arts Degree -- \$50 per month
 - ii) Associates in Science Degree -- \$50 per month
 - iii) Peace Officers Standards and Training (POST) Intermediate Certificate-- \$50 per month
 - iv) Bachelor of Arts Degree -- \$100 per month
 - v) Bachelor of Science Degree -- \$100 per month
 - vi) Peace Officers Standards and Training (POST) Advanced Certificate --\$100 per month

7) PAY FOR ADDITIONAL DUTIES

Employees who are assigned by the Director of Public Safety to serve in the role of Administrative Sergeant and Administrative Captain shall receive a five percent (5%) increase to base salary. An employee who is assigned by the Director of Public Safety to serve in the role of Vehicle Maintenance Officer shall receive \$150.00 per month.

8) ONE TIME LUMP SUM PAYMENT

Following ratification and adoption of this MOU, current Firefighters, Captains, Officers and Sergeants employed by the Town on April 1, 2005 will receive a taxable, one-time payment of One Thousand Dollars (\$1,000.) The required employee contributions (i.e. F.I.C.A., Medicare, etc.) shall be paid by the employee through payroll deduction.

9) PAYDAYS

Employees will be paid on a bi-weekly basis

10) RETIREMENT AND SOCIAL SECURITY

- a) Town currently provides eligible employees with the Public Agency Police and Fire 2% @ 50 California Public Employees' Retirement System (CalPERS) retirement plan. The Town will amend its contract with CalPERS to provide for the Public Agency Police and Fire 3% @ 55 CalPERS retirement plan effective in June, 2008. The cost of this enhanced benefit will be paid for by the Town.
- b) The required employee F.I.C.A. and MEDICARE contributions shall be paid by the employee through payroll deduction.

11) PERS PICKUP (EMPLOYEE CONTRIBUTION)

- a) Effective the first pay period following ratification and adoption of this MOU, the Town will increase its pick-up of employee PERS contribution from 4.5% to 7.0%. (This increase is being made in lieu of a salary increase on 7/1/04).
- b) Effective the second pay period in December 2005, the Town will increase its pick-up of employee PERS contribution from 7.0% to 8.0%.
- c) Effective the second pay period in December 2006, the Town will increase its pick-up of employee PERS contribution from 8.0% to 9.0%.

12) DEFERRED COMPENSATION

The Town agrees to offer the CalPERS 457 Deferred Compensation Program.

13) GROUP INSURANCE

The Town agrees to continue to provide employees with their current health insurance, dental insurance, and life insurance benefits. For the duration of this agreement, the Town will continue to pick up 100% of the cost of medical coverage (up to PERS Bay Area Kaiser rate) and dental coverage (\$1,000 coverage with orthodontics) **for an employee and his/her eligible dependents.**

- a) In the event an enhanced dental plan is made available, the RPSOA agrees to pay the difference in premiums between the current Delta plan (\$1,000 w/ ortho) and an enhanced Delta plan (\$2,000 w/ ortho)
- b) The Town agrees to continue the administration of a Long Term Disability Program for Association members through CLEA. The Town agrees to pay \$16.50 of the

premium and the Association members will pay the remaining \$3.00. Association members will pay applicable taxes on 100% of the "A" plan premium.

- c) The Town reserves the right to explore alternative medical coverage & providers, to replace the current PERS plan, during the term of the MOU. The parties agree to meet to discuss alternative plans during the term of this MOU, but the existing plan shall only be changed with the mutual agreement of both parties.

14) UNIFORM ALLOWANCE

- a) Town agrees to pay a uniform allowance of \$700 per year to covered employees. Employees hired after July 1 shall have their clothing allowance prorated by the remaining months (1/12th per month) of the Fiscal Year.
- b) Uniform allowances shall be paid in one lump sum on or before July 1 of each year **in a separate check.**

15) HOLIDAYS

The following holidays are recognized by the Town of Ross:

New Years Day	Admissions Day
Washington's Birthday	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

- a) Employees may be scheduled to work on these days as part of their regular work schedule, without extra compensation. However, they will be compensated for these holidays by an annual "in-lieu" payment. This payment will be based on a total of 96 hours of holiday time for Police personnel and 144 hours of holiday time for Fire personnel. Payment shall be made one time each year on a separate check, in the pay period that includes December 1.
- b) Holidays that fall between December 1 and June 30 will be paid at the employees' pay rate in effect on June 30th of any given year. Holidays that fall between July 1 and November 30 will be paid at the employees' pay rate in effect on November 30 of any given year.

- c) Employees hired during the year shall receive holiday in-lieu pay based on the number of holidays that fall in the balance of the calendar year they start employment.

16) HOURS OF WORK - POLICE

The standard work week for employees in the classification of Officer and Sergeant shall consist of forty (40) hours of work in any seven consecutive calendar day period. This work week may be adjusted to accommodate alternative work schedules including, but not limited to eight (8), nine (9), ten (10), or twelve (12) hour work days.

Currently, personnel are assigned to work a twelve (12) hour schedule in accordance with the Fair Labor Standards Act (FLSA) 7k work period exemption. The Town has designed a fourteen (14) day work cycle. This work schedule is normally divided into two (2) segments; three (3) twelve (12) hour shifts (a total of 36 hours) on duty followed by four (4) days off and then four (4) twelve (12) hour shifts (a total of 48 hours) on duty followed by three days off within the fourteen (14) day period. As part of the current twelve (12) hour schedule, employees are scheduled to work a total of eighty-four (84) hours within the fourteen (14) day work period. The four (4) hours worked in the pay period beyond eighty (80) hours will be paid for with compensatory time. Accordingly, an employee working the eighty-four (84) hours will be credited with four (4) hours of compensatory time off (CTO) valued at the rate of time and one-half – totaling six (6) hours of CTO.

If at any time the Department determines that this alternate work schedule is to be discontinued, the Department will meet with the Association at least forty-five (45) days prior to the date of the implementation of a new schedule to discuss the reasons for the change and to present new work schedule(s). The Association may present scheduling alternatives which shall be considered by of the Director or Public Safety. However, the Director of Public Safety shall make the final decision on a new schedule(s).

The Department also reserves the right to discontinue these alternate work schedules in whole or in part if an emergency arises. For the purposes of this section, an emergency shall be defined as a sudden, unforeseen circumstance requiring immediate attention where, in the

opinion of the Director of Public Safety, continuance of this schedule would have serious adverse consequences to the Department.

17) OVERTIME – POLICE

- a) Overtime shall normally be defined as authorized time worked in excess of an employees regularly schedule shift, or 40 hours in one (1) week. Overtime shall be paid at the rate of time and one half (1 ½) of an employees regular base rate of pay to the nearest one-half hour.
- b) All hours in a paid status shall be counted for the purpose of computing overtime
- c) Employees working under the 12-hour plan will normally be scheduled to work 84 hours in a pay period: 80 hours at straight time and 4 hours as straight time compensatory time. An employee will be eligible for overtime payment at time and one half (1.5) for those hours worked beyond their assigned 12 hour work shift or for hours worked in excess of 84 hours during the 14 day work cycle.

18) CALL BACK - POLICE

- a) Call back is duty performed at a time other than regular duty hours and not just as an extension of a regular tour of duty. Call back time will be a minimum of four (4) hours of overtime.
- b) A minimum of four (4) hours of overtime shall be paid for each required court appearance outside an Officer's or Sergeant's scheduled working hours
- c) Court appearances outside an Officer's or Sergeant's scheduled working hours that are cancelled with less than 24 hours notice shall entitle the Officer or Sergeant to four (4) hours of overtime.
- d) The Town and the Association agree that if an Officer or Sergeant is on vacation, CTO or other paid leave, overtime will only be provided if the department requests the officer to work the overtime.

19) RANGE TRAINING - POLICE

An Officer or Sergeant may accomplish range training during their regular work shift, when scheduled with his/her supervisor. Range training attended during off-duty hours, must be approved by the supervisor in advance. The Officer will be paid for off-duty range training with three (3) hours of overtime.

20) HOURS OF WORK – FIRE

Fire personnel shall normally be assigned to work a twenty-four (24) hour duty cycle with an average fifty-six (56) hour workweek in accordance with the Fair Labor Standards Act (FLSA) Duty cycles begin at 0630 hours.

Currently, Fire personnel are assigned to work a "2 by 4" schedule, which consists of two (2) consecutive twenty-four (24) hour shifts followed by ninety-six (96) hours off duty. However, if at any time the Department determines that this work schedule needs to be discontinued, the Department will meet with the Association at least forty-five (45) days in advance to discuss the reasons for the change and to present new work schedule(s). The Association may present scheduling alternatives which shall be considered by the Director of Public Safety. However, the Director of Public Safety shall make the final decision on a new schedule.

The Department also reserves the right to discontinue this work schedules in whole or in part if an emergency arises. For the purposes of this section, an emergency shall be defined as a sudden, unforeseen circumstance requiring immediate attention where, in the opinion of the Director of Public Safety, continuance of this schedule would have serious adverse consequences to the Department.

21) OVERTIME - FIRE

- a) Overtime shall be defined as authorized time worked in excess of the normal work shift or work cycle (based on the fifty-six (56) hour work cycle). Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular base rate of pay, to the nearest one-half hour
- b) All hours in a paid status shall be counted for the purpose of computing overtime.

22) FLSA -FIRE

For the purpose of calculating FLSA pay, all hours in a paid status will be counted and considered time worked.

23) CALL BACK - FIRE

- a) Call back is duty performed at a time other than regular duty hours and not just as an extension of a regular tour of duty.

- b) Off-duty fire personnel responding on a still alarm shall be entitled to a minimum of one (1) hour of overtime for the first hour of coverage and on an hour for hour basis thereafter. Off-duty still alarm response requires the approval of, or the request of, the company officer.
- c) Off-duty fire personnel responding for station coverage on a general alarm shall be entitled to a minimum of four (4) hours of overtime for the first four (4) hours of coverage and hour for hour thereafter.
- d) The Town and the Association agree that if a Firefighter or Captain is on vacation, CTO or other paid leave, overtime will only be provided if the department requests the Firefighter or Captain to work the overtime

24) VACATION

	FIRE	POLICE
1 – 4 years service	5 shifts	80 hours
5 – 9 years service	8 shifts	120 hours
10+ years of service	10 shifts	160 hours

25) SICK LEAVE

Sick leave is intended for use by an employee when they are ill or injured and unable to report for duty. The employee must notify their immediate supervisor of their intended absence as soon as possible prior to the beginning of their scheduled work shift. Sick leave shall not be considered a right which an employee may use at their discretion, but shall be allowed in cases of necessity or actual personal sickness or disability, including illness in the immediate family where the employee's attendance is required

The Director of Public Safety and/or the employee's immediate supervisor 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.

- a) Sick leave accrual for Police Officers and Sergeants shall be at the rate of eight (8) hours for every month worked.
- b) Sick leave accrual for Firefighters and Captains shall be at the rate of twelve (12) hours for every month worked.
- c) For all public safety classifications the maximum accrual shall be set at 1,800 hours.

26) SICK LEAVE BUY BACK

As per the Rules and Regulations of the Town of Ross, an employee who retires from the Town of Ross and is collecting a PERS retirement, leaving the service of the Town in good standing, shall receive compensation for all accumulated unused sick leave equal to fifty percent (50%) of the employee's then accrued sick leave, up to a maximum of 720 hours total, paid off. This provision shall not apply to employees that leave the service of the Town for any other reason.

27) BEREAVEMENT LEAVE

In the event of the death of a member of an employee's immediate family, bereavement leave will be allowed as follows. An employee will be relieved from duty and given shifts off with pay so as to allow him/her up to two (2) consecutive shifts off (for Fire personnel) and up to four (4) consecutive shifts off (for Police personnel).

For purposes of this section, immediate family shall be defined as the employee's spouse, children, spouse's children, mother, father, brother, sister, mother-in-law, father-in-law, or grandparent.

In the event an employee requests additional time off duty following the death of a member of his/her immediate family, the Director of Public Safety may authorize the use of accrued leave time (i.e. vacation or CTO).

28) PERSONNEL RULES, REGULATIONS AND POLICIES

All employees shall adhere to the personnel rules, regulations and policies as contained within the Town of Ross Rules and Regulations Job Descriptions, except as modified pursuant to the meet and confer process as identified in Section 31.

29) AGENCY SHOP

Town and Association agree that all employees of the Town who are members of the bargaining unit, or are filling positions represented by the bargaining unit, shall as a condition of employment, either join the Ross Public Safety Officers Association, the recognized bargaining agent for the employees, or in alternative, shall pay to the Association a service fee in an amount equal to the Association periodic dues and general assessments for the period of the Agreement. Provided, however, that any employee who is a member of a bona fide religion,

body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such employee will be required, in lieu of periodic dues, or assessments to pay sums equal to such dues and assessments to a non-religious, non-labor, and non-political charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee and approved by the Association. Proof of such payment shall be made to the Association as a condition of exemption from the requirement of financial support of the Association. Such option shall be allowed only once per year, in July, to take effect until the succeeding July. New employees shall be given two weeks to declare such option after their date of employment.

30) PAST PRACTICES

- a) It is understood that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged except as modified by any agreement(s) of Town and Association pursuant to the meet and confer process in Section 31.
- b) This Memorandum of Understanding shall supersede all existing memoranda of understanding between the Town and the Association.

31) WAIVER; EXCEPTIONS

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters pertaining to or covered in this Agreement notwithstanding provisions of the law to the contrary

In the event the Town pursues fire consolidation with another agency, the RPSOA agrees to reopen this contract to meet and confer regarding any effects, which are within the scope of representation, of a decision by the Town to consolidate such services. Such a reopening will not impact the terms and conditions of the MOU for police employees

32) SEVERABILITY

If any article or section of this Agreement shall be held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be

affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section

33) TERM

This Agreement shall be in effect from July 1, 2004 through June 30, 2008.

IN WITNESS THEREOF, the parties have caused these duly authorized representatives to execute the within MEMORANDUM OF UNDERSTANDING on this 4th day of May, 2005.

Ross Public Safety Officers Association

Town Of Ross

By: Stephen Nelson

By: Gary Broad

Stephen Nelson, Vice President

Gary Broad, Town Manager

Tim Grasser

Tom Byrnes

Tim Grasser, President

Tom Byrnes, Mayor

IAFF L1775

By: John J. Kelly

Sick Leave Side Letter

The Town and Association agree to the following:

Any Association member who has accrued over 1800 hours of sick leave as of July 1, 2005 will be allowed to continue to accrue above the maximum cap of 1800 hours.

But in no event, will they be allowed to accrue more than 3500 hours of sick leave.

All Association members not affected by this side letter will be held to a maximum accrual for sick time of 1800 hours, concurrent with MOU section 25(c).

ROSS POLICE DEPARTMENT

MONTHLY SALARY STEP LEVELS
FY 2005-2006 (2.1%)

	A	B	C	D
Officer	4,608	4,838	5,080	5,334
Sergeant	5,293	5,558	5,836	6,128

MONTHLY SALARY STEP LEVELS
FY 2006-2007 (3.2%)

	A	B	C	D
Officer	4,755	4,993	5,243	5,505
Sergeant	5,462	5,735	6,022	6,324

MONTHLY SALARY STEP LEVELS
FY 2007-2008 (TBD)

	A	B	C	D
Officer				
Sergeant				

All figures are rounded off per accepted rules of accounting and as such actual monthly amounts might be +/- \$.49

AS OF 07-06-2006