

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

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

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

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

- Police Officer
- Police Corporal
- Police Sergeant
- Community Services Officer
- Police Records Specialist
- Parking Enforcement Officer

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

This MOU shall be presented to the City Council as the recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2021 and ending June 30, 2025.

**Section 1. No Discrimination**

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

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

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

**Section 2. Effect of Memorandum of Understanding upon Personnel Rules**

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

**Section 3. Grievance Procedure**

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

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

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

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

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

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

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

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

**Section 4. Disciplinary Appeal Process**

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

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

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

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

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

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

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

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

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

**Step 6: The City Manager's Decision.** The City Manager shall, within ten (10) working days after receipt of the hearing officer's decision, either accept, modify or reject in whole or in part, said decision and issue written notice thereof. The decision of the City Manager shall be final and shall not be appealable to the City Council. The employee's right to appeal shall be limited to Code of Civil Procedure 1094.5. The City Manager or hearing officer's findings shall be filed as a permanent record. The City Manager shall deliver a copy of the findings and decisions to the affected employee and the Chief of Police. The decision shall indicate the effective date of the discipline, if any.

## **Section 5. Representatives**

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

**Section 6. Classification Plan**

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

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

**Section 7. Salary and Wage Plan**

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

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

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

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

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

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

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

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

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

**Section 8. Work out of Class**

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

**Section 9. Hours of Work**

At the discretion of the Chief of Police, the normal pay period, i.e., two (2) weeks, for full-time sworn officers assigned to patrol in this representation unit shall consist of eighty-four (84) hours worked in a 3/12 shift plan as follows: The normal workday shall consist of twelve (12) consecutive hours. One week of the pay period will consist of three (3) days of twelve (12) consecutive hours each. The other week of the pay period will consist of four (4) days of twelve (12) consecutive hours each. Employees will accrue four (4) hours of bonus time every two (2) weeks worked for a total of one-hundred four (104) bonus hours per calendar year. Bonus time will be credited into the employee's compensatory time off (CTO) bank (refer to Section 10 for additional provisions).

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

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

The normal workweek for non-sworn personnel shall consist of a 4/10, 5/8, 9/80 or other work schedule as mutually agreed upon by the Chief of Police and the Association.

Employees who are called to work for special events or coverage for pre-approved absences with at least 8 days advance notice to the administration, (i.e., parades, festivals, crowd control at events, attendance at scheduled training assignments), but with less than five (5) day notice given to the employee, shall be paid an entire shift in accordance with the overtime policy. Specifically

excluded from this policy are call-ins due to sick time, worker's compensation, vacation or a disaster.

**Section 10. Overtime**

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

Authorized time worked in excess of the normal pay period or the normal workday shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Employees may be compensated for overtime worked either by monetary payment or by compensatory time off (CTO), at the option of the employee. Unused CTO may be accumulated from year to year to a maximum of two hundred fifty-two (252) hours. The Chief of Police or his/her designee shall approve all CTO.

Requests to use banked CTO should be provided at least one week prior to the actual requested time off. The resulting time off shall not result in a hardship on the department unless authorized by the Chief of Police or his/her designee. Authorized CTO should not be automatically withdrawn due to unscheduled shift shortages.

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

**Section 11. Standby Duty**

Standby duty is the time that a member of this representation unit is required by the Chief of Police to be available for call to duty but is not actually on duty. Employees covered by this MOU who are required to perform standby duty shall be compensated at his/her straight-time hourly rate for each full hour of such standby duty. The City's liability under this provision shall not exceed the amount of the City's reimbursement by said outside agency.

**Section 12. Shift Differential**

Employees covered by this MOU who are assigned to nightshift as their primary duty will receive a shift differential of five percent (5%) for all hours worked, including court appearances, overtime shifts and special assignments, regardless of time of day. To receive the shift differential pay the employee's primary work schedule must be between the hours of 6:00 p.m. and 6:00 a.m.

Employees who are not assigned to nightshift as their primary duty, shall receive a shift differential of five percent (5%) for actual hours worked between the hours of 6:00 p.m. and 6:00 a.m.

**Section 13. Special Assignment Pay:**

- 1) **Investigations:** Sworn officers covered by this MOU who are assigned to investigations will receive 5% above their normal salary.
- 2) **Motorcycle Pay:** Sworn officers covered by this MOU who are assigned to motorcycle patrol will receive 5% above their normal salary.
- 3) **Fixed-Term Corporal:** Sworn officers covered by this MOU who are assigned as a fixed-term corporal will receive 5% above their normal salary as Lead Worker/Supervisor Premium. The Police Corporal position, on a one-for-one basis, will be replaced through natural attrition with a fixed-term specialty assignment.
- 4) **Special Response Team (SRT):** Sworn officers covered by this MOU who are assigned as to the SRT Team will receive 3% above their normal salary. SRT pay is considered "Hazard Pay."
- 5) **Field Training Officer (FTO):** Employees covered by this MOU who are assigned as a field training officer for an entire shift will receive 5% above their normal salary for the time assigned a trainee.

Sworn officers covered by this MOU who are assigned to a specialty, will receive the appropriate specialty pay above their normal salary for all hours worked, unless otherwise noted (i.e. FTO).

**Section 14. Training Assignments**

Based on the 2019-2021 MOU, the Police Officers Association met and conferred with the Chief of Police and developed a departmental directive affirming practices related to compensation for training and travel time. This departmental directive was agreed upon on December 8, 2020.

**Section 15. Off Duty and Call Back Pay**

Off duty pay is the time that a member of the bargaining unit spends, when subpoenaed to court, giving testimony while off duty about events arising out of his/her employment, or when called to duty from an off-duty status.

A member of the bargaining unit shall be paid a minimum of four (4) hours pay at the appropriate overtime rate for each day they are subpoenaed or called to duty from their regular time off. The above minimum shall only apply when the scheduled event causing the employee to return to work occurs one hour or more after the employee has finished his/her regularly scheduled workday.

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

**Section 16. Holidays**

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

- The first day of January
- The third Monday in January
- The twelfth day of February
- The third Monday in February



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

In each payroll period in which one of the above-listed holidays occurs, a member of this representation unit shall receive an additional eight (8) hours of straight time pay for each full holiday as holiday pay.

The employees in this representation unit assigned to the Administrative Division whose normal work shift requires that member to work on a holiday or whose work shift day off is on a holiday shall be credited 8 hours vacation time or shall have their shift rearranged so that an alternate day (8 hours) can be taken off in lieu of the holiday. Employees working normal shifts greater than eight (8) hours will have the option to adjust their regular schedule to make up additional hours of work time owed due to the holiday time off during the same pay period. The method used shall be approved by the Chief of Police.

**Section 17. Vacation Accrual**

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

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

Employees with at least five (5) full years of service but less than ten (10) full years of service shall accrue at a rate of one hundred twenty (120) hours of vacation.

Employees with at least ten (10) full years of service but less than fifteen (15) full years of service shall accrue at a rate of one hundred sixty (160) hours of vacation.

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

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

An employee is eligible to sell back up to forty-eight (48) hours of accrued vacation each year if the following criteria is met:

- a) Upon completion of the vacation sell back the employee must have a balance of ninety-six (96) hours of accrued vacation.

- b) An employee must have taken a minimum of ninety-six (96) hours of vacation during the previous calendar year.
- c) The employee must designate the number of hours they will sell back prior to January 1 of the year in which the accrued vacation hours will be converted into cash.
- d) The employee must designate the pay period, in which they will receive compensation for the accrued vacation hours being converted into cash.

**Section 18. Sick Leave**

Members of this representation unit shall accrue sick leave at the rate of 7.33 hours for each full calendar month of service upon their date of hire. Employees covered by this MOU will be allowed to use sick leave up to a negative balance of eighty (80) hours.

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

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

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

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

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

For employees hired after approval of this MOU, in the event of retirement, death, or resignation from employment with the City, after 10 years of service an employee or the employee's estate in the case of death shall receive a cash payment equivalent to 33% of accumulated but unused sick leave.

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

**Section 19. Funeral Leave**

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

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

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

**Section 20. Worker's Compensation Leave**

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

**Section 21. Leave Without Pay**

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

**Section 22. Military Leave**

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

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

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

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

**Section 24. Educational Incentive Program**

All members of the Police Officers Association who have successfully completed college credits or who possess a college degree or POST certificate will receive additional monthly compensation according to the following table:

<b>Education</b>		<b>POST Certification</b>	<b>Incentive Pay</b>
30 > 60 semester units or 45 > 90 quarter units	or	Intermediate	\$100
60+ semester units or 90+ quarter units	or	Advanced	\$200
Associate's degree	or	Supervisory	\$250
Bachelor's degree			\$400
Master's degree			\$450

College units must be earned in courses that will qualify for an Associate or Bachelor's degree. It shall be the responsibility of the employee to provide proof of certification or educational achievement. No incentive pay will be authorized without such proof.

**Section 25. Bilingual Pay**

Expert Fluency. A five percent (5%) pay incentive shall be paid to up to five (5) designated bilingual employees (sworn or non-sworn).

Full Fluency. A three percent (3%) bilingual pay incentive shall be paid to up to five (5) designated bilingual employees (sworn or non-sworn).

Within the limits established in the first two paragraphs of this section, to qualify for the Expert or Full Fluency, employees must be certified as proficient in a language deemed to be of work-related value to the Police Department as determined by the Police Chief and approved by the City Manager. Proficiency certification may be obtained by passing a standardized departmental test or obtaining a conversational certification issued by another agency or vendor approved by the Police Chief. Fluency in more than one foreign language does not entitle an employee to more than one of the bilingual pay categories.

Both parties agree to re-certification of proficiency every three (3) years at the department's expense and discretion to continue eligibility for the bilingual differential. The City shall provide

initial certification testing and testing to advance to a higher program level each year if there are candidates who are both interested and qualified. Employees may acquire certification during the intervening periods at their own expense.

Shift assignments and distribution of bilingual employees shall be at the discretion of the Chief of Police.

**Section 26. Salaries**

The salaries effective July 1, 2021, for the various classifications in the representation unit are listed on Attachment A, which is hereby incorporated as part of this MOU. Salaries will increase by 2.5% effective 7/1/2022, 3.0% effective 7/1/2023, and 3.5% effective 7/1/2024.

**Section 27. Longevity Pay**

Members of the Police Officers Association who are covered by this MOU will receive two and one-half percent (2.5%) above their normal salary upon completion of eight (8) years of full-time service to the City of Mill Valley. Members of the Police Officers Association who are covered by this MOU will receive an additional two and one-half percent (2.5%), for a total of five percent (5%), above their normal salary upon completion of twelve (12) years of full-time service to the City of Mill Valley.

Association members who have had prior service with another law enforcement agency shall be given one-half (1/2) credit for each month of service in those agencies. This service credit will be for purposes of determining longevity. Law enforcement defined as a sworn position, under California Penal Code Section 830.1, with another California public agency.

**Section 28. Health Insurance**

The City is typically enrolled in two (2) group health insurance plans for the purpose of providing hospital-medical benefits for eligible employees. These plans are currently Kaiser Health Plan and Western Health Advantage. An eligible employee may select one of these plans in accordance with the provisions of the plans. The City shall pay the cost of providing medical coverage for the employee and his/her eligible dependents, provided, however, that in no event shall the City be obligated to contribute an amount in excess of the Kaiser Health Plan. Western Health Advantage members are eligible for the maximum City contribution to the Kaiser plan.

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

**Section 29. Dental Insurance**

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

**Section 30. Probationary Period**

All employees covered by this MOU that possess a POST Basic Certificate (i.e. lateral officers) will complete a one (1) year probationary period. Sworn employees not possessing a POST Basic Certificate will complete an eighteen (18) month probationary period. All other non-sworn personnel will complete a probationary period as described in the City of Mill Valley personnel rules. The probationary period will only count time worked in class and any probationary employee may be terminated without cause.

**Section 31. Uniform Replacement Program**

Effective July 1, 2020, all sworn employees covered by this MOU shall receive \$700 for their initial uniforms in their first paycheck following their initial date of hire. All other represented employees covered by this MOU shall receive \$550 for their initial uniforms in their first paycheck following their initial date of hire.

Each of the following represented classifications will receive a uniform allowance for each six (6) months of service ending June 30 and December 31 as follows:

<b>Classification</b>	<b>Uniform Allowance</b>
All sworn officers	\$1400
All other represented employees	\$1100

The uniform allowance should cover the purchase, maintenance, and replacement (due to regular wear) of all uniforms associated with the employees regular (normal) duty assignment, including hats, jackets, shirts, pants, socks, t-shirts and shoes/boots.

Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the City under this program and may not be worn by the officer while on duty. As an exception, the City of Mill Valley will replace in-kind those articles of uniform that have been damaged or destroyed as the result of unusual circumstances beyond the control of the officer incurred in the performance of official duties in the judgment of the Chief of Police.

**Section 32. Police Officer Trainee**

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

**Section 33. Life Insurance**

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

**Section 34. Retirement Plan**

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

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

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

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

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

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

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

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

Effective April 21, 2013, all employees hired prior to January 1, 2013, and all employees hired on or after January 1, 2013, classified as “Classic” under PEPRA, will pay the full PERS Employee Contribution amount.

Effective the first full payroll period in the month of July 2017, Sworn Safety Classic employees shall contribute 3.0% of salary towards the City’s CalPERS contribution for the 3.0% @ 55 safety retirement plan.

Effective the first full payroll period in the month of July 2017 Sworn Safety PEPRA employees, as defined by CalPERS, shall contribute 14.5% of salary or 50% of the normal cost (as determined by CalPERS), whichever is higher.

Effective the first full payroll period in the month of July 2017, the City shall increase salaries for all Sworn Safety classifications in the bargaining unit by 3.0%.

**Section 35. Retiree's Medical and Dental**

For employees hired prior to April 15, 2013, employees with fifteen (15) years of service with the City of Mill Valley who have a PERS retirement from the City of Mill Valley shall be eligible for paid medical and dental benefits after retirement for the employee and their spouse. The City shall not be required to contribute an amount in excess of the actual cost of the current Kaiser Plan employee +1 coverage. Upon the death of the eligible retired employee, their spouse shall continue to receive paid medical and dental benefits.

For employees hired on or after April 15, 2013, and prior to May 15, 2017, this benefit shall be extended to the employee only, after 20 years of service. The City will provide up to 67% of the Kaiser single coverage premium.

Employees hired on or after May 15, 2017, are not eligible for Retire Medical and Dental benefits.

For employees hired on or after May 15, 2017, the City shall provide the following contribution to a RHSA:

<b>Years of Service</b>	<b>Employee Contribution</b>	<b>City Contribution</b>
0 to completion of 12 months	1.0%	None
13 months to completion of 60 months	1.0%	1.0%
61 months +	1.5%	1.5%

**Section 36. Deferred Compensation**

Association members are eligible for up to \$600 per calendar year in matching contributions by the City toward the 457 Deferred Compensation Plan provided by the City.

**Section 37. Long-Term Disability Insurance**

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

**Section 38. Physical Fitness Program**

Physical fitness for all employees is encouraged to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service. Through its Injury and Illness Prevention Program, the city provides a monthly reimbursement for employees who belong to a gym or fitness program. Any injuries suffered by a participant while participating in such a fitness program shall be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered, in the reasonable discretion of the City, to be primarily recreational such as team sports, skiing, etc.

**Section 39. Release Time**

One hundred (100) hours per fiscal year shall be provided for (paid) union release time, apart from Meyers-Milias-Brown Act (MMBA) activity, for the purposes of Association-related labor relations training, conferences, and membership meetings. Requests to utilize this time must be made with at least ten (10) days advance notice and approval of the Police Chief. Any additional hours may be granted at the discretion of the City Manager.

**Section 40. Separability of Provisions**

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions



hereof, and such remaining portions shall remain in full force and effect for the duration of the MOU.

It is mutually recommended the modifications shown above be made applicable on the dates shown above and in conjunction with the existing Personnel Rules and Regulations of the City of Mill Valley as they may be modified herein shall constitute the entire program for compensation and conditions of employment for such employees for the period July 1, 2021 through June 30, 2025.

Date: 01/31/2022

MILL VALLEY POLICE OFFICERS  
ASSOCIATION REPRESENTATIVES

  
\_\_\_\_\_

Nickolaus Neisius

  
\_\_\_\_\_

Kyle Maxwell

  
\_\_\_\_\_

David Kollerer

CITY OF MILL VALLEY  
REPRESENTATIVE

*Alan E. Piombo, Jr.*  
\_\_\_\_\_

Alan E. Piombo, Jr.

City Manager

**ATTACHMENT A****MILL VALLEY POLICE OFFICERS ASSOCIATION  
SALARY SCHEDULE**

Effective July 1, 2021

0.000%

Monthly Salary <u>CLASSIFICATION</u>	Minimum						Maximum
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Police Records Specialist	4,681	4,916	5,159	5,419	5,691	5,973	6,272
Parking Enforcement Officer	4,817	5,059	5,312	5,576	5,857	6,150	6,455
Community Services Officer	4,688	4,923	5,169	5,428	5,700	5,986	6,283
Police Officer	7,016	7,365	7,733	8,120	8,526	8,951	9,398
Police Corporal	7,361	7,729	8,116	8,520	8,945	9,391	9,863
Police Sergeant	8,385	8,802	9,242	9,702	10,192	10,701	11,236

**ATTACHMENT A****MILL VALLEY POLICE OFFICERS ASSOCIATION  
SALARY SCHEDULE**

Effective July 1, 2022

2.500%

Monthly Salary <u>CLASSIFICATION</u>	Minimum						Maximum
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Police Records Specialist	4,798	5,039	5,288	5,554	5,833	6,122	6,429
Parking Enforcement Officer	4,937	5,185	5,445	5,715	6,003	6,304	6,616
Community Services Officer	4,805	5,046	5,298	5,564	5,843	6,136	6,440
Police Officer	7,191	7,549	7,926	8,323	8,739	9,175	9,633
Police Corporal	7,545	7,922	8,319	8,733	9,169	9,626	10,110
Police Sergeant	8,595	9,022	9,473	9,945	10,447	10,969	11,517

**ATTACHMENT A****MILL VALLEY POLICE OFFICERS  
ASSOCIATION SALARY SCHEDULE**

Effective July 1, 2023

3.000%

Monthly Salary <u>CLASSIFICATION</u>	Minimum <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	Maximum <u>STEP 7</u>
Police Records Specialist	4,942	5,190	5,447	5,721	6,008	6,306	6,622
Parking Enforcement Officer	5,085	5,341	5,608	5,886	6,183	6,493	6,814
Community Services Officer	4,949	5,197	5,457	5,731	6,018	6,320	6,633
Police Officer	7,407	7,775	8,164	8,573	9,001	9,450	9,922
Police Corporal	7,771	8,160	8,569	8,995	9,444	9,915	10,413
Police Sergeant	8,853	9,293	9,757	10,243	10,760	11,298	11,863

**ATTACHMENT A****MILL VALLEY POLICE OFFICERS ASSOCIATION  
SALARY SCHEDULE**

Effective July 1, 2024

3.500%

Monthly Salary <u>CLASSIFICATION</u>	Minimum <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	Maximum <u>STEP 7</u>
Police Records Specialist	5,115	5,372	5,638	5,921	6,218	6,527	6,854
Parking Enforcement Officer	5,263	5,528	5,804	6,092	6,399	6,720	7,052
Community Services Officer	5,122	5,379	5,648	5,932	6,229	6,541	6,865
Police Officer	7,666	8,047	8,450	8,873	9,316	9,781	10,269
Police Corporal	8,043	8,446	8,869	9,310	9,775	10,262	10,777
Police Sergeant	9,163	9,618	10,098	10,602	11,137	11,693	12,278