



TOWN OF FAIRFAX

STAFF REPORT

September 4, 2013

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

SUBJECT: Approving an employment agreement with the Police Chief

RECOMMENDATION

Authorize the Town Manager to execute an employment agreement with Chris Morin, Police Chief.

DISCUSSION

The Police Chief has had an employment agreement with the Town since August 2010. Based on his positive performance review and the recent revisions to the Memorandum of Understanding (MOU) with the Police Officers' Association (POA), staff is recommending the agreement be amended to reflect the POA MOU revisions and a cost of living adjustment (COLA) for the Chief. The key revisions are as follows:

- 2.5% Cost of living salary adjustment effective 7-1-2013 (POA received 1%).
- 1.5% Cost of living salary adjustment effective 1-1-2014.
- Employee pays his full share of retirement costs with a 4% salary increase to offset the remaining 4% of the employee contribution effective 7-1-2013 (same as POA)
- Modified holiday pay to be consistent with agreement for the POA which is 10 hrs of holiday pay for 11 holidays per year
- 1.5% increase in professional achievement/certificate pay effective 7-1-2014 (same as POA)

The Chief has not had a COLA since 2010 and began sharing in employee retirement costs in 2011. Currently, the Chief pays a cumulative total of 5% of the 9% employee share of retirement costs. The attached agreement reflects the above revisions. The agreement remains in effect until termination by the employer or employee.

FISCAL IMPACT

The adopted FY13-14 and forecasted FY14-15 budget anticipated an increase for the Chief based on the recently negotiated POA MOU. The COLA adjustments above the projections will have a nominal impact on the budget (less than \$4,000 per year) and can be absorbed into the current Police budget.

ATTACHMENTS

Agreement

AGENDA ITEM # 5

RESTATED AND AMENDED EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is effective as of September 4th, 2013 by and between the **Town of Fairfax** (the "Town") and Christopher Morin, ("Employee

RECITALS

- A. The Town desires to employ Employee as its Police Chief, in the operation of the Police Department, in order to retain his experience, skills, abilities, background and knowledge, and is willing to engage Employee on the terms set forth below.
- B. Employee desires to work in the Employ of the Town as its Police Chief and is willing to do so on the terms set forth below.
- C. Employee was appointed Police Chief on August 1, 2010.
- D. This Agreement is a restated and amended agreement from previous agreements and incorporates changes to the prior agreement dated August 17, 2011.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND OF THE MUTUAL PROMISES AND CONDITIONS OF THIS AGREEMENT, IT IS AGREED AS FOLLOWS:

Employment: On the terms and conditions contained in this Agreement, the Town offers to employ Employee as its Police Chief, and Employee accepts that employment

Term: This agreement shall remain in full force and effect from September 4th, 2013 at 12:01 A.M, until terminated by the Employer or Employee.

Duties: The operational control of the police department for the Town shall be the responsibility of the Police Chief. The Police Chief shall be responsible for the planning, organizing, and coordination of police operations. The duties of the Police Chief shall include but not be limited to the following:

- Supervision of the daily operations of the police department.
- Supervision of all department personnel.
- Preparation and submission of the police department budget.
- Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the police department.
- Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the police department.
- Supervision and control of all equipment and motor vehicles belonging to or used by the police department.
- Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department.
- Being in charge of all special, auxiliary and/or reserve police officers.
- Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

Standard Police Employee Benefits: Unless herein specified otherwise, the Police Chief is entitled to all the employee benefits and definitions outlined in the Fairfax Police Officers Association (FPOA) Memorandum of Understanding.

Base Salary: The Police Chief shall receive the sum of \$10,167.15 per month base salary (per original employment agreement dated August 1st, 2010). Retroactive to 7/1/2013 the base salary will be \$10,828.01. Effective 1/1/2014 the base salary will be \$10,990.43 In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation or other benefits except to the extent that such reduction is negotiated with the Police Chief.

The Police Chief is an exempt employee and therefore not eligible for overtime pay.

Longevity Pay: In addition to the base salary provided, the Police Chief shall receive Longevity Pay in the amount of 5% of base pay.

Professional Achievement/Certificate Pay: The Police Chief shall, in addition to the amount of incentive pay outlined in the Police Officer Association MOU for possession of a Supervisory Certificate, receive an additional 2.5% for possession of a POST Management Certificate.

Additional Compensation: The Police Chief's salary and benefits shall be reviewed annually (July of each year) for cost of living or equity adjustments as well as any other benefit adjustments as deemed appropriate by mutual agreement between the Town and the Police Chief.

Performance Reviews. Performance reviews will occur on August 1st of each fiscal year, at which time the Police Chief's salary and benefit package will also be reviewed.

The review of the performance of the Police Chief shall be subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Police Chief. The Police Chief's salary and benefit package shall also be reviewed on an annual basis.

At Will Employment. The Police Chief will serve at the pleasure of the Town and may be terminated with or without cause by the Town Manager with ratification by the Town Council. Subject to, and in accordance with, civil service and town personnel ordinances and regulations the appointment, removal or demotion of the position of Police Chief shall require ratification by the Town Council per Resolution 09-20.

Reversion Rights:

- If the Town Council, or Town Manager with ratification from the Town Council, elects to terminate the Police Chief from his position without cause, the Police Chief would then have the right to revert to the position which he was promoted from, Administrative Sergeant of Police, his permanent rank.
- If the Police Chief is terminated for cause (as defined in Government Code §19572), there would be no reversionary rights.

The Police Chief may appeal any discipline or discharge as described in Chapter 2.56 of the Town's Municipal Code and the Town's Personnel Rules.

Probationary Period: The Police Chief shall have a twelve (12) month probationary period as described in Chapter 2.56.070 of the Town's Municipal Code beginning August 1, 2010 and ending July 31, 2011. If

rejected from probationary status "without cause", the Police Chief will be reinstated to the position he was promoted from as outlined in "Reversion Rights" above.

Hours of Work: The Police Chief agrees to devote that amount of time and energy which is reasonably necessary for him to faithfully perform his duties as Police Chief under this employment agreement.

It is recognized that the Police Chief must devote a great deal of time and effort outside normal office hours to the business of the Town. Accordingly, the Police Chief will be allowed to take reasonable amounts of time off and be allowed to have flexibility in scheduling his time as he shall deem appropriate during normal office hours, and at such times as the Police Chief determines will least adversely impact the Police Department.

It is also recognized that flexible scheduling is essential in order to properly supervise and meet with supervisors and employees of the department who do not work normal business hours. The Police Chief is expected to schedule some of his hours to coincide and work with these employees. In addition, when a shift supervisor is absent due to vacancy, long term absence or occasional vacation coverage, and minimum staffing is otherwise met, the Police Chief, at his discretion, may fill in as the shift watch commander if scheduling allows. For any such shift that the Police Chief works as the Watch Commander, he will be compensated at the rate of \$100 for each Watch Commander shift worked.

Administrative Leave: In recognition of the long hours required to accomplish the requirements of the job, including attendance at numerous meetings outside normal working hours, the Police Chief shall receive ten (10) administrative leave days per fiscal year.

Vacation Leave: The Police Chief, at his option, may convert to cash, 40hrs of accrued vacation time each year.

Holidays: The Police Chief shall receive eleven (11) paid holidays at 10 hours per holiday for a total of 110 hours per year.

- January 1, New Year's Day
- 3rd Monday in January, Martin Luther King Jr. Holiday
- 3rd Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- 1st Monday in September, Labor Day
- September 9th, Admission Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 25, Christmas Day

The Police Chief will be paid by separate check for all authorized holidays, along with uniform pay, in the last pay periods of May and November of each year. Payment will be made at the Police Chief's regular rate of pay at the time payment is made.

Prior Unused Leave "Compensatory Balance": All previously accrued and unused compensatory leave as of August 1st, 2010 shall be grandfathered and remain available for use by the Police Chief. The Police Chief may opt to be paid for any portion of unused grandfathered leave at the set rate of pay that was in effect prior to appointment as Police Chief.

Education Leave: In order to promote continued development of skills, knowledge and abilities among the management team of the Town, the Town Manager may grant time off to the Police Chief for education leave. Such leave may be received in order to attend professional, technical or managerial workshops, courses, conferences, conventions, seminars, or related activities. The costs for attendance at these activities including travel, per diem, registration, tuition, material or other reasonable costs are legitimate Town expenses.

A tuition and textbook reimbursement program shall be available to encourage and financially assist continued education and to broaden the Police Chief's background so as to improve job knowledge, skills and capacities of his present job.

The Police Chief will be reimbursed a portion (to be determined by the Town Manager) of the tuition and/or fees for textbooks and supplies under certain conditions for professional and technical courses offered by accredited colleges, universities, business, trade, or correspondence schools or by an otherwise accepted professional association or institute.

Conditions under which reimbursements may be approved are as follows:

- The course work must relate to the employee's present position or must be beneficial to the employee's related professional development, or must enhance career advancement potential within the Town as follows:
- An improvement in skills or knowledge required by the present position;
- Preparing the employee for changes in duties due to the different use of a position or class;
- Preparing the employee for the assumption of new and different duties as a result of a recent professional appointment; or
- Preparing the employee for promotional opportunities.

Requests for reimbursement must be approved by the Town Manager before enrollment in the course.

Reimbursement will be made for tuition fees and/ or required textbooks and a reasonable amount of supplies verified by receipts upon completion of the course with a grade of "C" or better, "satisfactory", "pass", or the equivalent.

The Police Chief must have completed his or her probation period.

The Police Chief must not be receiving funds for the same course from any other source, such as Veteran's Benefits, scholarships, etc.

Automobile: The Town shall provide a police vehicle for use by the Police Chief and shall pay all attendant operating and maintenance expenses and insurance. The vehicle is to be used by the Police Chief in connection with the performance of his duties as Police Chief and for his professional growth and development. Since the Police Chief is required to be "on call" twenty-four (24) hours a day and is required to report to an incident or event, the police vehicle may be used for personal reasons.

Mobile Phone/PDA Device: The Police Chief is required to maintain and utilize a mobile device supplied by or reimbursed by the Town.

Health and Life Insurance Benefits: The Town shall contribute to the Health/Dental benefits for the Police Chief an amount of dollars equal to the current CAL PERS Family premium for the Kaiser Health plan and Delta Dental Health plan for the Police Chief and his eligible dependents. Any balance

remaining from the Town's contribution amount outlined above, will be added to gross salary, but not to exceed \$200 a month.

The Town will pay premium for life insurance coverage of \$100,000 for the Police Chief.

Retirement: As an existing sworn officer with the Town under the 3%@50 Public Employees Retirement System, the Town will continue to provide for the Police Chief this same retirement formula. Effective September 1st, 2011, the Police Chief will contribute 2.5% towards the employee portion of retirement and the Town will pay the remaining employee portion. Effective July 1st 2012, the Police Chief will contribute an additional 2.5% for a total of 5% of the employee portion of retirement. The Town will continue to pay the remaining employee portion. Effective 7/1/2013 the Police Chief will contribute an additional 4% for a total of the full 9% employee portion. The employee paid portion will be tax deferred.

Retiree Health Benefits: The Town will pay the Police Chief, upon retirement from the Town of Fairfax an amount to cover medical insurance at the Cal PERS Kaiser employee only rate based upon the following formula: (Note: Since the Police Chief has been with the Town of Fairfax for over ten years, prior years of Lateral Police service are counted as time served in Fairfax for the purposes of the following formula).

10 years of service	50%
15 years of service	75%,
20 years of service	100%,

Professional Membership Fees: The costs for membership in professional organizations necessary and relevant to the job of Police Chief shall be paid for by the Town.

Severability of Provisions: If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

Entire Agreement: This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Modification: No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

On Behalf of the Town of Fairfax:

Accepted By:

Garrett Toy, Town Manager

Christopher Morin, Police Chief

Date: _____

Date: _____