

## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is effective as of July 1, 2021, by and between the Town of Fairfax (the "Town") and Rico Tabaranza, ("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 July 1, 2021 with such appointment ratified by the Town Council on July 7, 2021.

**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. Employee shall be subject to the supervision and oversight of the Town Manager. Employee is expected to devote his full professional energies to the position of Police Chief, and shall not engage in secondary employment, teaching, or consulting without the express and advance written authorization of the Town Manager. Further, Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

**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 the reversion rights specified below. Employee has no constitutionally recognized property rights in employment under this Agreement. Subject to, and in accordance with, both the Peace Officers Procedural Bill of Rights, and the Town's personnel ordinances and regulations, removal of Police Chief shall require ratification by the Town Council per Town Municipal Code Section 2,12,070 (B)(3)

**Term:** This agreement shall remain in full force and effect from July 1, 2021, at 12:01 A.M, until terminated by the Employer or Employee.

**Duties:** The duties of the Police Chief are as set forth in this paragraph, in addition to those specified by state law and those the Town Manager may from time-to-time assign. In particular, 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 otherwise specified herein, the Chief of Police shall be entitled to all of the employee health and welfare benefits provided in the current/existing Memorandum of Understanding and side letters between the Town of Fairfax and the Fairfax Police Officers Association (FPOA), Which is attached hereto and incorporated as Exhibit A.

**Base Salary:** The Police Chief shall receive the sum of \$13,771.77 per month base salary. Effective January 1, 2023, the base salary will be \$14,184.92. 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:** The Police Chief, having served 10 years with the Town of Fairfax, shall receive Longevity Pay in the amount of 5% base pay. This amount will increase to 7.5% at 15 years of service and 10% at 20 years of service with the Town of Fairfax.

**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.

**Performance Reviews:** The Police Chief's employee performance reviews shall occur on or about July 1 of each year, at which time the Police Chief salary and benefits 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.

**Reversion Rights / Conditional Severance Pay:**

If the Town Manager with ratification from the Town Council per Town Code, 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, Lieutenant of Police, his permanent rank whether or not an opening for this position exists within staffing levels. The Police Chief would also have the right to elect severance pay instead of reverting back to his permanent position. In that event, The Town agrees to pay the Police Chief a lump sum cash payment in an amount equal to six (6) months' salary compensation at Employee's then-current monthly salary. Eligibility for such severance payment is expressly conditioned upon Employee's execution (and non-revocation) of (i) a waiver and release of any and all of Employee's claims against Town and its officers, elected official and employees to the full extent permitted by law, and (ii) a covenant not to sue, in a severance agreement with terms drafted by or agreeable to the Town. However, in the event the Employee is terminated for cause (as defined in Government Code §19572), Employee shall be entitled to only the compensation earned and accrued to the date of termination, and to such other termination benefits and payments as may be required by law. Employee shall not be entitled to any severance benefits if terminated for cause.

**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, the Police Chief may fill in as the shift watch commander when needed for coverage. 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. Ten administrative leave days shall be credited to the Police Chief upon execution of this agreement. The Police Chief may carry over up to 30 days of administrative leave each fiscal year.

**Vacation Leave:** The Police Chief, at his option, may convert to cash, 100hrs of accrued vacation time each fiscal year. The maximum amount of unused vacation hours is capped at 400hrs without prior approval of the Town Manager, in writing, to temporarily exceed that amount.

**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 9<sup>th</sup>, 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, on the last paychecks of May and November of each year as other personnel. Payment will be made at the Police Chief's regular rate of pay at the time payment is made. Holiday pay is paid in arrears.

**Prior Unused Leave "Compensation Balance"**: All previously accrued and unused compensatory leave as of the signing date of this agreement shall be grandfathered and remain available for use by the Police Chief.

**Compensation for Temporary Assignment:**

In the event the Police Chief serves as "Acting Town Manager" for a period longer than 15 consecutive days, he shall receive an additional 5% of base pay for the time worked in the higher classification beginning on the 16th day when approved by the Town Manager or Town Council.

**Education Leave:** In order to promote continued development of skills, knowledge, and abilities among the management 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.

The Town recognizes that certain expenses, dues, subscriptions, travel and subsistence expenses are reasonably incurred by the Police Chief, without the need for the prior approval of the Town Manager but subject to all applicable Town reimbursement requirements, in the performance of the duties of his position. Examples of such duties and activities include attendance at civic/community functions, meetings and professional development and professional conferences, such as the California Peace Officers Association, Federal Bureau of Investigation National Academy Associates, International Association of Chiefs of Police, Executive Leadership Classes and Peace Officers Standards and Training Executive Courses.

The Town agrees to budget for and to pay for the reasonable costs for the necessary and desirable continued professional growth and advancement of the Police Chief's skills, knowledge and abilities. Expenses may also be reimbursed or directly paid on behalf of the Police Chief for courses, institutes and seminars that are necessary, in the discretion of the Town Manager, for the professional development of the Police Chief.

**Automobile:** The Town shall provide a police vehicle for use by the Police Chief and shall pay all attendant operating, toll, parking 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 during periods of active work, but may not be utilized for personal travel during periods of approved leaves (e.g. vacations, extended periods of sick leave, etc.).

**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.

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

The Police Chief is eligible to be reimbursed for eye exams, prescription glasses/contacts, vision plan premiums paid out of pocket and co-pays for vision plans as required for the employee and dependents. The annual fiscal year amount is \$200. Unused amounts may be carried forward to the next fiscal year. The maximum amount that can be carried over from one year to the next is \$200 for a maximum reimbursement of \$400 in any one fiscal year. Employee must submit copies of receipts indicating the amount and a description of the service or goods paid for by the employee or dependent in that fiscal year to be eligible for reimbursement.

The police chief will receive \$30/month as part of the Town’s wellness program for managers. The payment is to compensate managers for those costs they incur to maintain their mental and/or physical well-being such as gym/club memberships, health therapies, and recreational/educational classes.

**Retirement:** The Police Chief is enrolled in the California Public Employee’s Retirement System (3% @ 55 safety formula,) and pays the full 9% employee portion of his retirement. The Police Chief will pay 3% of the Town’s portion of retirement for a total of 12% employee payment towards retirement. This 12% paid portion will be tax deferred to the extent permitted by law, the Town’s contract with CalPERS and any other applicable CalPERS requirements.

**Retiree Health Benefits:** The Town will reimburse the Police Chief, upon retirement from the Town of Fairfax an amount up to the CalPERS Kaiser Employee only Basic Monthly Rate to cover medical insurance premiums (HMO and/or Medicare) based upon the following formula:

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

Upon Retirement, the former Police Chief shall annually submit written evidence of medical coverage (e.g. premium bill from health care insurance provider and related proof of Medicare premiums when eligible/applicable) to the Town as requested to be eligible for reimbursement. Should proof not be provided after a good faith effort by the Town to obtain documentation, the

Town may withhold reimbursement. It is understood that to continue in the CalPERS health plan during retirement, that the employee is required to sign up for Medicare when eligible as outlined in the CalPERS Medicare Enrollment Guide.

Retirees enrolled in a CalPERS health plan understand that premium reimbursements from the Town include the Town's cost to CalPERS for the Minimum Employee Contribution (MEC) established by PEMCHA if applicable. The employee's monthly premium from their chosen health plan is then reduced by the amount of the Town's MEC contribution. If the employee is not part of the CalPERS health plan and the Town still has a cost established by PEMCHA, the employee's reimbursement from the Town will not be reduced.

This retiree Health Benefit will continue as stated above after this agreement expires.

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

**Indemnification:** To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), Town shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Police Chief (and, as provided herein, as acting Town Manager) . Town will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon.

**Limitations/Reimbursements:** Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to Town's obligations to Employee:

(a) In the event Employee is placed on paid leave pending an investigation, Employee shall reimburse such pay to Town if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event Town pays for Employee's legal criminal defense, he shall fully reimburse such funds to the Town if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Employee may receive from Town must be fully reimbursed to Town if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

**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.

**Jurisdiction and Venue:** This agreement shall be construed in accordance with the laws of the State of California, and the parties agree that venue shall be in Marin County, California.

**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.

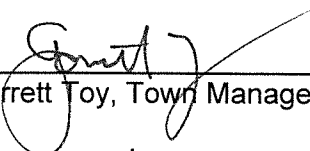
**Modification:** No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

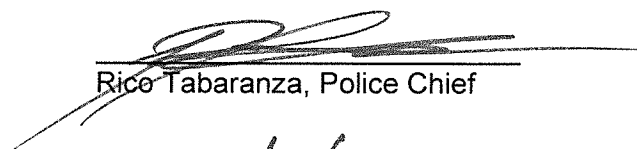
**Counterparts.** This Agreement may be executed in counterparts, and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

**Execution:** IN WITNESS WHEREOF, the Fairfax Police Department has caused this agreement to be duly executed by the Town of Fairfax and the Police Chief, the day and year first written above.

On Behalf of the Town of Fairfax:

Accepted By:

  
\_\_\_\_\_  
Garrett Toy, Town Manager

  
\_\_\_\_\_  
Rico Tabaranza, Police Chief

Date: 7/9/21

Date: 07/09/2021

MEMORANDUM OF UNDERSTANDING

Town of Fairfax

Fairfax Police Officers Association

July 1, 2018 thru June 30, 2021

This MOU is entered into pursuant to the Myers-Milias-Brown Act (Government Code, Sections 3500 to 3511) as of the 8<sup>th</sup> day of August, 2018, by and between the TOWN OF FAIRFAX, hereinafter designated "Town", and the FAIRFAX POLICE OFFICER'S ASSOCIATION, hereinafter designated "Association", and has been jointly prepared by both parties.

The Town Manager and Finance Director the representatives of the Town of Fairfax in employer-employee relation as authorized by the Town Council.

This MOU covers Employees in the Fairfax Police Officers Association, which has been certified as the recognized employee organization.

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 in relation to the employment conditions and employer-employee relations of such employees.

This MOU has been presented to the Town Council for ratification as the joint recommendations of the undersigned regarding matter within the scope of representation for all employees in said Representation Unit for the period commencing July 1, 2018 and ending June 30, 2021.

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## UNDERSTANDINGS AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the Town Council.

### I. GENERAL PROVISIONS

A. 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 Fairfax.

B. In receiving the rights afforded by this MOU, no person shall in any way be favored or discriminated against to the extent prohibited by law because of race, creed or national origin, or because of age, sex, marital status, sexual orientation or disability.

C. This MOU is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the Town of Fairfax. The Town, Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

### II. SALARY COMPENSATION

A. Compensation for all classifications are shown in the Salary Compensation Table attached as Exhibit A- Salary Compensation.

Effective 7/1/2018 salaries will increase 4.5% for Sergeants, 5.75% for Officers and 6.25% for Dispatchers/PST Classifications

Effective 7/1/2019 salaries will increase 4% for Sergeants, 5% for Officers and 5% for Dispatchers/PST Classifications

Effective 7/1/2020 salaries will increase 2.5% for all classifications.

Effective 7/1/2018 the classification of Lieutenant of Police is added. The salary for the Police Lieutenant is listed on the Salary Compensation Table attached as Exhibit A – Salary Compensation. The salary for the Lieutenant classification will be adjusted by the same annual salary rate increase for sergeants.

B. Department Appointed Positions - Incentive Pay

Appointed positions, as set forth by the Chief of Police, shall consist of the following named positions:

- Administrative Sergeant (No more than one police sergeant)
- Detective/Juvenile Officer (No more than one police officer and one sergeant)
- Lead Dispatcher (No more than one police dispatcher)

Any employee appointed to one of the above-named positions by the Chief of Police shall receive a 5% salary incentive step increase to their base rate of pay for the duration of their appointment to that position.

In order to retain this appointment and the 5% salary incentive, employees shall be

required to continue to meet departmental performance standards. Failure of an employee to maintain this standard shall have the appointment rescinded and the 5% incentive removed from their salary.

Employees appointed to these positions are eligible for additional specialty pay (e.g.: Detective or FTO pay) above the 5% salary incentive already received. While these appointments have no time limit the Chief of Police reserves the right to abolish any of these positions, as specified in § XXI paragraph A, 1 of the Memorandum of Understanding.

- C. Regular Rate of Pay
1. An employee's regular rate of pay is the hourly rate of pay which is calculated by dividing the employee's monthly salary by 173.33.
  2. Items included in determining an employee's regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculations shall include the pay rate as established in the pay range of the employee's classification, education incentive pay, longevity pay, graveyard shift differential, and other payments regarded as part of the regular compensation.
- D. Employees will be paid twice each month for a total of 24 pay periods each year. Pay dates are on the 15<sup>th</sup> of each month and the last day of each month.
- E. An employee covered by the MOU who works a minimum of 10 hours within a pay period in a higher pay classification shall receive an additional 7.5% of base pay for the time worked in the higher classification, with the following exceptions:
- 1) A "Police Officer" who works as an "acting" Police Corporal shall receive 5%.
  - 2) Should the Police Lieutenant serve as "Acting Chief of Police" for a period of longer than 15 days, he/she shall receive 5% of base pay for the time worked in the higher classification beginning on the 16th day when approved by the Chief of Police or Town Manager. This 15-day requirement may be waived by the Town Manager in the event the Chief of Police is out on extended leave or if the position is vacant.
- F. Solo Pay: Any officer required to work alone shall receive an additional 5% of base pay for the hours worked alone, to be paid semi-annually. (See Section IX- Minimum staffing.)
- G. Field Training Officer/Communications Trainer/Parking Enforcement: Any employee assigned as a Field Training Officer or as a Communications Trainer or Parking Enforcement trainer, shall receive additional compensation of five percent (5%) of his/her base salary for those hours spent training an assigned trainee.
- H. A 5% graveyard shift differential shall be added to base pay, paid monthly for officers and dispatchers assigned to work the hours of 7pm to 7am. This will only be payable to officers and dispatchers regularly assigned to the graveyard shift

during a rotation. (This will not be applicable to officers or dispatchers filling in or assigned to hold over.) Solo pay pursuant to Section F above will still apply to officers working alone, however any graveyard officer who gets differential pay is not eligible for solo pay.

### III. HOURS OF WORK

#### A. Regular Work Day

1. The regular workday shall consist of eight (8), ten (10) or twelve (12) hours. The regular workday includes a 30-minute meal break. When possible, the shift supervisor will arrange for the dispatcher to take the meal break away from the dispatch office.

2. In the event the staffing levels fall to a point where a ten (10) or twelve (12) hour workday is no longer feasible, the Town reserves the right to return to an eight (8) hour workday, after consultation with the Association, until staffing returns to the appropriate level.

#### B. Times, Regular Work Period

1. A regular work period shall be one hundred-sixty hours to be worked within a twenty-eight (28) day period beginning at 12:01 a.m., Sunday and ending at 12:00 midnight on Saturday.

#### C. Regular Work Week

1. For personnel assigned to 8 or 10-hour shift, a regular workweek shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday.

2. For personnel assigned to 12 hour shifts a regular workweek shall be eighty (80) hours to be worked within a fourteen (14) day period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday.

3. All schedules, times, hours worked are subject to the staffing needs of the department and may be changed or adjusted at the discretion of the Chief of Police.

#### D. Hours Worked

1. Vacation, sick leave and compensatory time off shall be counted as hours worked for overtime calculation purposes.

### IV. HOLIDAYS

A. The Town agrees to provide employees covered by this agreement 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. birthday  
 3rd Monday in February, Presidents Day  
 Last Monday in May, Memorial Day  
 July 4, Independence Day  
 1st Monday in September, Labor Day  
 September 9th, Admission Day  
 November 11th, Veteran's Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 December 25th, Christmas Day

In addition to the above, any other single day appointed by the President of the United States or the Governor of the State of California and observed by the Town for a public fast, thanksgiving or holiday.

B. Employees covered by this agreement will be paid by separate check for all authorized holidays along with uniform allowance pay, on the last paycheck of May and November of each contract year. Payment will be made at the employee's regular rate of pay at the time payment is made. Holiday pay is in arrears per payroll policies.

V. VACATION

A. Vacation Entitlement

1. Employees covered by this agreement shall be eligible for vacation as follows:

Service	Hours	
1 through 48 months	88 hours per year	(4 years)
49 through 120 months	120 hours per year	(10 years)
121 through 179 months	160 hours per year	(14.9 years)
180 months and over	200 hours per year	(15 years)

B. General Provisions

1. On the employee's appointment date and annually thereafter, (Jan 1<sup>st</sup> of each year) he/she shall be credited with the amount of vacation entitlement for that year, provided that no employee shall be entitled to take any vacation until he/she has at least six (6) months of continuous service. When an employee is on a leave without pay status, he/she shall not be entitled to earn vacation. Although vacation shall be credited to the employee upon appointment and annually thereafter, for purposes of calculating vacation earned upon termination, the entitlement is earned on a monthly basis calculated by multiplying the annual entitlement times hours and dividing by 12. Odd fractions will be rounded to the nearest tenth. Upon termination of an employee's service with the Town, he/she shall: (1) be paid a lump sum for all earned vacation not taken, (2) reimburse the Town for credited vacation taken but not earned.

2. The times during which an employee may take vacation shall be as approved by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the service and with the approval of the Town Manager, provided that if the requirements of the Town service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year or be paid for the time at the discretion of the Town Manager.

3. It is the policy of the Town that employees take their normal vacation each year; provided, however, with the approval of the Chief of Police, an employee may take less than a normal vacation in one year and carry the balance of his/her earned time over to the next year. Earned vacation leave shall not be accumulated in excess of 300 hours for any employee in any classification without authorization of the Town Manager.

4. Employees in all classifications may "cash out" up to 100hrs of accrued vacation time each fiscal year. Only those hours up to 100 hours that have been accrued by the employee may be "cashed out." This is in recognition of the practice that employees are credited vacation entitlement annually on Jan. 1<sup>st</sup> as described above in paragraph V.B.1.

## VI. SICK LEAVE

### A. General

1. Each employee covered by this agreement shall earn ten (10) hours of sick leave for each month or major fraction thereof served. Unused sick leave shall accumulate without limit (See section VI, E for exception.)

2. Sick leave with pay shall be granted to all full-time employees holding probationary or permanent status. Sick leave shall not be considered as a right, which an employee may use at his or her 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.

3. The use and disposition of accumulated sick leave may be authorized as follows:

a. Absence of an employee due to illness shall be charged to accumulated sick leave provided that, (1) the employee, or someone on the employee's behalf has notified the duty shift commander of the illness at least one hour prior to the time set for beginning his/her daily duties, and (2) the employee, upon returning to work, can substantiate the claim of personal illness during the period of absence.

b. A certificate of illness, prepared by a licensed medical doctor, may be required for any absence of three (3) or more consecutive days on account of illness and may be required by the Chief of Police for absence of shorter duration. Any absence for which a required certification of illness has not been submitted shall not be charged to accumulated sick

leave. If any employee is terminated or resigns in lieu of termination from Town services for any reason whatsoever, all accumulated sick leave shall be canceled.

B. Exceptions

1. Should an employee use sick leave for illness or injury resulting from an employment other than with the Town of Fairfax, and, therefore, be eligible for Worker's Compensation benefits, the Association hereby agrees that said employee shall forward to the Town all funds received from Worker's Compensation benefits while said employee is receiving full salary from the Town as a result of his/her use of sick leave.

C. Exhaustion of Sick Leave

1. When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals that an employee has "banked", not vacation time accredited at the beginning of a calendar year as outlined in Section VB1 that has not yet been earned.

D. Catastrophic Illness - Donation of Vacation and/or Compensatory Time

1. The Town recognizes that an employee may suffer a catastrophic illness, which could exhaust that employee's sick leave, compensatory time accruals and vacation accruals. Once these accruals are exhausted other Town employees may donate hours from their vacation or compensatory time accruals towards the ill employee. For the purposes of this MOU, catastrophic illness is defined as a serious long-term injury, disease, or sickness that by its nature necessitates a long-term absence.

E. Sick Leave Buy Back

Accumulated sick leave up to 50% of accumulated time can be requested to be paid in cash upon retirement from Fairfax (including medical disability retirement) but not for voluntary separation from the Town. (This does not apply to employees who are terminated or resign in lieu of termination.) This benefit applies to any Police Employee with a combined fifteen (15) years of service with the Town or any other police agency. For any employees hired after 7/1/13, lateral time with other police agencies does not count toward the 15-year service retirement. In order to qualify for Sick-Leave Buy Back, new employees must work full time for the Town of Fairfax for a minimum of 15 years and retire with the Town.

For purposes of Sick Leave Buy Back, the sick leave cap will be One Thousand-Two Hundred-Eighty (1280) hours. (Maximum pay back is Six Hundred-Forty (640) hours

VII. INDUSTRIAL ACCIDENT LEAVE

A. Sworn employees who incur an injury or disability in the performance of their



duties shall be entitled to compensation leave in accordance with the provisions of Labor Code Section 4850. Non-sworn employees incurring an injury or disability in the performance of their duties shall be entitled to compensation leave to the extent provided by the State Worker's Compensation and Insurance Act. Any employee on injury leave shall receive full salary to the extent vacation leave and sick leave time is available to be charged for the difference between the full salary paid and the compensation insurance payments received by the Town. The first five days of injury leave shall not be offset against sick leave or vacation accruals provided:

1. The injury or disability is in fact work related
  2. Time off work is necessary as determined by a physician
  3. The duration of the time off work is necessary as determined by a physician
- B. Full salary payments are subject to the following conditions:
1. Compensation insurance payments received by the employee, except payments received for permanent total or partial disability, shall be deposited in the Town Treasury for the period the subject employee continues to receive full salary from the Town, and;
  2. Upon the expiration of available earned vacation leave and sick leave, payment of salary by the Town shall be discontinued and compensation insurance payments applicable to continued compensation leave shall be endorsed to the subject employee.

## VIII. SPECIAL LEAVES

- A. Miscellaneous Leaves with Pay
1. Military Leave. Military leave shall be granted by the Town in accordance with the provisions of applicable State and Federal laws.
  2. Jury Leave. An employee on provisional, probationary or permanent status, when called to serve on a jury, shall be given leave to do so with pay, subject to these conditions:
    - a. The employee shall notify the Chief of Police immediately upon receipt of the notice to serve; and
    - b. Any payment except travel pay, received by the employee for serving on the jury shall be remitted to the Town.
  3. Representation Time. Two (2) hours per month maximum will be granted to the designated representatives of the FPOA for necessary Association activities during work hours. In addition, representatives of the bargaining unit will be granted reasonable time for scheduled meet and confer bargaining sessions during work hours.

4. Bereavement. Up to four (4) working days not to exceed forty (40) hours not chargeable to sick leave may be used for the death of a member of the immediate family. A member of the immediate family means mother, father, daughter, son or spouse or such other person as the Chief of Police may consider to be of a comparable relationship whether that relationship has legal status or not.

5. Family leave. The Town agrees to comply with Federal and/or State language pertaining to family leave. In addition, to any and all language in the Federal/State laws, employees will also receive four (4) working days not to exceed forty (40) hours uncharged leave on the birth of an employee's child.

B. Leave of Absence Without Pay

1. The Chief of Police may grant a permanent or probationary employee leave without pay for a period not to exceed one calendar week. The Town Manager may grant a permanent or probationary employee leave of absence without pay or seniority, for a period not to exceed three months. Extension of such leave shall be granted only by the Town Council, but in no case shall the total leave of absence exceed one year.

2. No such leave shall be granted except upon written request of the employee setting forth the reason for the request and approved 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, or within a reasonable time after notice to return to duty, shall be cause for discharge.

IX. MINIMUM STAFFING

A. Minimum staffing will be established as an administrative goal for 90% of the time.

A. Minimum staffing is defined as:

Sunday thru Thursday

7am – 3am Two Sworn officers and one Dispatcher

3am – 7am One Sworn officer and one Dispatcher

Friday and Saturday

7am – 3am Two Sworn officers and one Dispatcher

9pm – 3am One additional officer (for a total of 3) and one Dispatcher

3am – 7am One Sworn officer and one Dispatcher

Except for the hours of 3am – 7am each day one of the sworn officers should consist of a Sergeant or Corporal. Only with the Police Chief's approval will no supervisor be present during these hours.

X. OVERTIME

A. Overtime is time worked beyond forty (40) hours during the regular workweek or eighty (80) hours in a two-week period for the Dispatch classification.

B. Overtime eligibility

1. Employees covered by this Memorandum of Understanding are eligible for overtime pay at the rate of time and one-half (1.5) pay at the regular rate of pay. Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a workweek.

1a: Overtime worked in excess of 12 hours for unforeseen emergencies, events, and/or circumstances shall be compensated at 2 times the normal rate of pay. This double overtime pay is subject to approval by the Chief of Police.

2. For the Lieutenant classification, time spent outside of the normal 40hr "patrol" work-shift that is administrative in nature shall not be eligible for overtime pay. All work outside of the 40hr work week that is associated with patrol shift work, court appearances (related to patrol work), attendance at training, as examples, are all eligible for overtime. The Chief of Police will retain final authority on overtime eligibility determination.

C. Types of overtime

1. For off-duty court appearances, eligible employees will be paid a minimum of five (5) hours at their overtime rate of pay.

2. Court Cancellation. For off-duty court appearances canceled on the day scheduled, eligible employees will be paid three (3) hours at their overtime rate of pay. If the employee has reported to the location named in the subpoena prior to being notified of the cancellation, item 1 of this section shall apply.

3. Employees will be paid a minimum of three (3) hours of overtime for mandatory attendance at any departmental meeting.

4. Employees will be paid a minimum of two (2) hours overtime for mandatory attendance at the firing range, and a minimum of three (3) hours of overtime for mandatory attendance at any other training.

5. Employees will be paid a minimum of three (3) hours overtime for a call out in addition to a maximum of two hours of travel time.

D. Limitation of Overtime

1. It is the policy of the Town to keep all overtime usage to a minimum.

Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage including holdover and call back. No overtime may be worked without prior authorization of the Chief of Police or a designated alternate.

#### XI. COMPENSATORY TIME

A. Employees may take compensatory time in lieu of overtime hours worked at their request with the approval of the Chief of Police.

B. An employee may accumulate up to one hundred-twenty (120) hours of compensatory time to be carried beyond the work period. If an employee has accumulated one hundred-twenty (120) hours then additional time worked must be taken off during the pay period or overtime pay must be received. Accumulated overtime for eligible employees for compensatory time purposes shall be accumulated at the rate of 1.5 times the actual time worked.

C. An employee may elect to convert all or some of their accumulated compensatory time to cash provided that the employee gives the Town written notice. The payment shall be made at the next pay period that occurs after the written notice is received.

#### XI(A) ADMINISTRATIVE LEAVE-TIME – Lieutenant Classification

A. The Police Lieutenant shall be entitled to 10 days (100hrs) of Administrative Leave time each fiscal year. Ten (10) days (100hrs) may be carried over to a following fiscal year with a maximum accrual of 20 days (200hrs). Administrative leave time has no cash value and cannot be cashed out.

#### XII. SCHEDULING

A. The employees' rotation schedule should be posted a minimum of four (4) months in advance with the understanding that unforeseen absences or emergencies may require changes to the schedule.

#### XIII. BENEFITS

##### A. Health and Welfare

The Town shall contribute to the Health/Dental benefits for each active employee an amount of dollars equal to the current family premium for the Kaiser Health plan and Delta Dental Health plan. Part-time employees shall be eligible for, and can elect to enroll in, medical benefits, providing the employee works at least 60% of full time for a minimum of 120 continuous days. Eligible employees will be paid, pro-rated to the number of hours worked, toward medical benefits, with the employee paying the balance to the Town. If the employee falls below the 60% requirement, the employee will pay the full amount to the Town to continue medical benefits.

Employees hired after 7/1/2013 will pay a portion of their medical coverage as

follows: Single only, fully covered. Single plus 1, \$100 per month; Family coverage, \$200 per month. The Town shall provide coverage based on Kaiser Health Plan premiums.

Employees can individually choose any combination of benefit options no later than July 1 of each year, except the employee life insurance coverage of \$75,000, paid for by the Town, must be taken. Any balance remaining from the Town's contribution amount outlined in section A above, will be added to gross salary, but not to exceed \$200 a month. For employees hired after 7/1/2013 the medical cash back benefit does not apply unless said employee has their own outside medical coverage and can show proof of coverage as outlined in section 3 below. Such choice will remain in effect for a full year. Provided that the employee may add or delete dependent health coverage only during the year if one of the following conditions apply:

Birth/adoption (add dependent coverage)

Death (delete dependent coverage)

Marriage (add dependent coverage)

Divorce (delete dependent coverage)

Change in employment status of dependent (dependent becomes employed, may delete dependent coverage; dependent ceases employment, may add dependent coverage).

Before an employee can receive cash back for not using the Town contribution for health care coverage, evidence must be shown that the employee and family members have health care coverage from another group insurance plan.

When an employee commences work for the Town, his/her benefit distribution selection shall become effective the first of the month following the date of employment. Deduction for benefits shall be made within the month for which coverage is provided.

Effective June 1, 2001 the Town agrees to participate in the CalPERS Health Program.

The Town agrees to purchase the Marin County, Delta Dental "Option 1", dental insurance as revised March 13, 1998.

**B. Retirement**

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

Sworn Safety Employees hired prior to July 1<sup>st</sup>, 2009 will be covered under the "3%@50" plan providing full retirement benefits as defined by the Town's contract with CalPERS. (Including 1959 survivor benefits, Post-Retirement survivor Benefits (Level III), average of three highest years final compensation,

and application of unused sick leave towards length of service at retirement)

Sworn Safety Employees hired between July 1, 2009 and prior to January 1, 2013 will be covered under the "3%@55" plan providing full retirement benefits as defined by the Town's contract with CalPERS. (Including 1959 survivor benefits, Post-Retirement survivor Benefits (Level III), average of three highest years final compensation, and application of unused sick leave towards length of service at retirement)

Non-Sworn (dispatcher and CSO classifications) employees hired prior to July 1<sup>st</sup>, 2009 will be covered under the "2.5% at 55" plan providing full retirement benefits as defined by the Town's contract with CalPERS. (Including 1959 survivor benefits, Post-Retirement survivor Benefits (Level III), average of three highest years final compensation, and application of unused sick leave towards length of service at retirement)

Non-Sworn (dispatcher and CSO classifications) employees hired between July 1, 2009 and prior to January 1, 2013 will be covered under the "2% at 55" plan providing full retirement benefits as defined by the Town's contract with CalPERS. (Including 1959 survivor benefits, Post-Retirement survivor Benefits (Level III), average of three highest years final compensation, and application of unused sick leave towards length of service at retirement)

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

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

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

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. (9% for Sworn and 8% for Non-Sworn.) Sworn employees classified as Safety Tier I and/or II also pay 3% of the Town's portion for a total of 12%. (The employee paid portion will be tax deferred)

Retiree medical coverage shall apply to employees who were hired prior to 7/1/2013 and who retire from the Town of Fairfax. The amount received will be

based upon the CalPERS Kaiser employee only rate at the following formula.

10 years of service	25%
15 years of service	50%,
20 years of service	75%,
25 years of service	100%

Prior years of lateral service can be added as time served in Fairfax after working 15 years for the Town of Fairfax.

Retiree medical coverage is intended to be a reimbursement of employee medical insurance premium costs after retirement. Retirees receiving health care coverage shall annually submit written evidence of medical coverage (e.g., premium bill from health care insurance provider) to the Town as requested to be eligible for reimbursement. Premium reimbursements include the Town's cost to CalPERS for the Minimum Employer Contribution (MEC) established by PEMCHA if applicable.

Medicare eligible retirees must apply for and receive Medicare benefits to be eligible for full reimbursement. For retirees on Medicare, the reimbursement includes an amount to cover both the Medicare and HMO Insurance premiums (employee only rates) provided the total cost does not exceed the maximum CalPERS Kaiser Basic Monthly Employee only rate, including any MEC costs to the Town, based on the above formulas. Retirees not eligible for Medicare will continue to receive an amount based on the CalPERS Basic Kaiser employee only rate based on the above formulas.

Employees hired on or after 7/1/2013 are not eligible for retiree medical coverage. For employees hired on or after July 1, 2013 covered by this MOU, the Town will contribute 1% of the employee's regular rate of pay into a Retirement Health Savings plan (RHS). This contribution will begin July 1, 2018. If the Town's RHS plan is established after July 1, 2018, the Town agrees to make its contributions retroactive to July 1, 2018. The Town will establish an RHS plan no later than October 1, 2018. The Town will make its contribution to an employee's RHS plan each pay period based on the employee's regular rate of pay at that time.

- C. The Town will submit retirement payments to CalPERS each employee at least twice per year.
- D. The Town agrees to allow employees to "buy back" military time for application towards length of service at retirement.
- E. Uniform Allowance

Sworn Police Officers and the Police Services Technician classification shall be entitled to a uniform allowance of \$ \$950 per year, and all other uniformed employees are entitled to an allowance of \$650 per year to maintain the items of uniform equipment as provided by departmental regulations. The uniform allowance shall be payable in the last pay periods of May and November of each year. For new employees, the full amount of the uniform allowance will be paid

upon appointment. Uniform allowance is taxable in Box 1 of each employee's W2 form. The payment shall be prorated for those employees who retire or leave employment with the Town as appropriate.

F. Safety Equipment

1. The Town agrees to cover the cost of or furnish the safety equipment listed below:

- a. sidearm
- b. holster
- c. holster belt
- d. ASP (Expandable Baton)
- e. ASP holder
- f. handcuffs
- g. handcuff case
- h. rain jacket and pants
- i. flashlight
- j. cartridge case
- k. ballistic safety vests.
- l. OC spray
- m. OC spray holster
- n. Belt keepers

2. Reserve Officers. Upon completion of a Reserve Officer's Field Training, the Town shall reimburse the Reserve Officer for the cost of one each of the required pieces of uniform (pants, long sleeve shirt, and short sleeve shirt). Reserve Officers shall receive a pro-rated amount of the full uniform allowance based on the number of hours of service during the normal six-month period.

3. If an officer elects to receive the Town furnished safety package, the equipment shall remain the property of the Town of Fairfax and may be reissued to another officer.

4. Uniforms and duty equipment damaged in the line of duty will be replaced by the Town upon proper application to the Chief of Police.

5. The Association agrees that this provision satisfies the requirements of Section 6401 of the California Labor Code and Sections 50081 and 50082 of the California Government Code.

G. IRS Section 125 Benefit

The Town will make available to employees a plan pursuant to IRS Code Section 125 which allows employees to make pre-tax deductions for reimbursement of eligible medical expenses. Employees are responsible for paying any monthly administrative costs required by a third party to administer such a plan.



#### XIV. PAYROLL DEDUCTION OF DUES

A. The Town agrees to deduct once each month dues and assessments in an amount certified by the current Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted each month by the Town to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this agreement unless the employee requests in writing that this authorization be withdrawn. An employee has the right to withdraw this authorization at any time during the course of this agreement.

#### XV. EDUCATIONAL INCENTIVE

A. In addition to the base salary established by this agreement, the Town shall pay educational incentive pay in one of the following categories to those employees who meet the criteria set down in the Educational Incentive Pay Program adopted by the Town and agreed to by the Association. Figures listed below at all levels represent an additional 1% effective 7/1/2018

1. Personnel employed in the Police Department in all job classifications with the exception of the Chief of Police shall be eligible for 6% addition to base pay provided that they meet the following experience and educational requirements set forth below.

a. An A.A. Degree in Police Science or an Intermediate POST certificate.

b. In order to retain the 6% addition to base pay, police personnel shall be required to attend all mandatory training and classes, unless excused by the Chief of Police, to continue to meet departmental performance standards, and to receive an affirmative recommendation from the Chief of Police. If an employee fails to meet these provisions, his or her salary shall be reduced the amount of the educational incentive. An employee shall not be eligible to re-qualify for the incentive pay step for six months.

2. Personnel employed in the Police Department in all job classifications with the exception of Chief of Police shall be eligible for an 8.5% addition to base pay provided that they meet the following experience and educational requirements set forth below.

a. A Bachelor's Degree (field of study to be approved by the Chief of Police) or an Advanced POST Certificate.

b. In order to retain the 8.5% addition to base pay, police personnel shall be required to attend all mandatory training and classes, unless excused by the Chief of Police, to continue to meet departmental performance standards, and to receive an affirmative recommendation from the Chief of Police. If an employee fails to meet these provisions,

his or her salary shall be reduced by the amount of the educational incentive. An employee shall not be eligible to re-qualify for the incentive pay step for six months.

3. Personnel employed in the Police Department in all job classifications shall be eligible for a 11% addition to base pay provided that they meet the following experience and educational requirements set forth below.

a. Possession of a Supervisor Certificate as established and issued by the California Peace Officer Standards and Training or a Master's Degree.

b. In order to retain the 11% increase to base pay, police personnel shall be required to attend all mandatory training and classes, unless excused by the Chief of Police, to continue to meet departmental performance standards, and to receive an affirmative recommendation from the Chief of Police. If an employee fails to meet these provisions, his or her salary shall be reduced by the amount of the educational incentive. An employee shall not be eligible to re-qualify for the incentive pay step for six months.

3. Personnel employed in the Police Department in the job classification of Lieutenant of Police shall be eligible for a 13.5% increase to base pay provided that they meet the following experience and educational requirements set forth below.

a. Possession of a Management Certificate as established and issued by the California Peace Officer Standards and Training.

b. In order to retain the 13.5% increase to base pay, police personnel shall be required to attend all mandatory training and classes, unless excused by the Chief of Police, to continue to meet departmental performance standards, and to receive an affirmative recommendation from the Chief of Police. If an employee fails to meet these provisions, his or her salary shall be reduced by the amount of the educational incentive. An employee shall not be eligible to re-qualify for the incentive pay step for six months.

#### XVI LONGEVITY PAY

The Town will pay employees longevity pay based on their full-time service with the Town and any other police agency where they worked full time as a Police Officer, Police Dispatcher or Police Services Technician or equivalent. The pay will be as follows:

<u>Service</u>	<u>Pay</u>
5 - 9 years of service	\$150.00 a month
10 - 15 years of service	\$200.00 a month
16 or more years of service	\$250.00 a month

## XVII REINSTATEMENT RIGHTS

- A. Persons having resigned from the Town in good standing, or employees laid off or demoted for reasons of curtailment of work or lack of funds may be granted re-employment rights by petitioning the Town Manager for re-employment rights within 6 months from the date of resignation, lay-off or demotion. A petition for re-employment rights must have an endorsement from the Chief of Police; said endorsement shall not be unreasonably withheld.
- B. If re-employment rights are granted, the candidate's name shall be placed on the eligible list of the classification in which a permanent status previously was held.
- C. The employee who is restored to a former position will be treated as if he/she were on leave of absence without pay. Prior benefits can be restored, with approval of the Town Manager for the purposes of merit increase eligibility, vacation accrual rate, and Reduction of Force. The employee cannot, however, regain their original seniority position within the department unless the employee had been laid off.
- D. The name of an eligible former employee on a re-employment list following voluntary resignation shall be automatically deleted by unavailability for employment after three opportunities to an open position, or by appointment to any Town position.

## XVIII. GRIEVANCE PROCEDURE

- A. A grievance shall be considered any matter not prohibited in the Personnel Ordinance, or for which review process is established by other regulations and specifically includes:
1. A dispute about the interpretation or application of any ordinance, resolution, rule, regulation or decision governing personnel practices, safety practices, procedures or working conditions, or any alleged improper treatment of an employee.
  2. A dispute about the practical consequences of a Town decision on wages, hours and other terms and conditions of employment.
  3. A dispute concerning the interpretation or application of a Memorandum of Understanding.
  4. Specifically excluded are issues relating to classification and performance appraisal. Separate review procedures for performance appraisal shall be established.

XIX. SAVINGS CLAUSE

A. 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 meet and confer sessions for the sole purpose of arriving at a mutual satisfactory replacement for said article or section.

XX. DURATION OF THIS AGREEMENT

A. This agreement shall be effective as of July 1, 2018 and shall remain in full force and effect through June 30, 2021

It shall automatically be renewed from year-to-year thereafter unless either party shall have notified the other, in writing, at least 120 days prior to the annual anniversary date that either desires to modify the agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement.

B. Upon the giving of notice provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term.

C. The parties agree to meet and confer in good faith regarding any "dire financial situation" that may arise during the term of this agreement. A "dire financial situation" is defined as a foreseeable loss of 5% of the Town's General Funds revenue within the next 12-month period. Either party can request to meet and confer under this paragraph with a 30-day written notice to the other party.

XXI. MANAGEMENT RIGHTS

A. Town retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the foregoing, the rights, powers and authority retained solely and exclusively by the Town and not abridged herein, include, but are not limited to, the following:

1. To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine, abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules, and reasonable workloads; to specify

or assign work requirement and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and place of providing services and to take whatever action necessary to prepare for and operate in an emergency.

2. If any matter in the exercise of this management rights clause falls within the scope of representation as defined under the Myers-Miliias-Brown Act, the Town agrees to give notice and meet and confer prior to implementation.

## XXII. FINALITY OF RECOMMENDATIONS

A. Upon ratification by the Town Council the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Association or the Town Manager for the period of this agreement.

1. If the Federal Government should mandate Social Security contributions to be made by the Town during the term of this contract, the contract shall be re-opened and subject to re-negotiation.

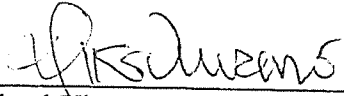
2. If the State or Federal Government should change laws governing medical benefits, reducing benefits or increasing costs to the parties of this Memorandum during the term of this contract, the contract shall be re-opened and the topic of Medical Benefits shall be subject to re-negotiation.

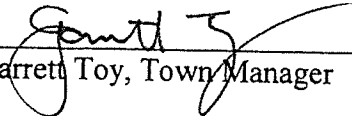
B. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Town and Association.

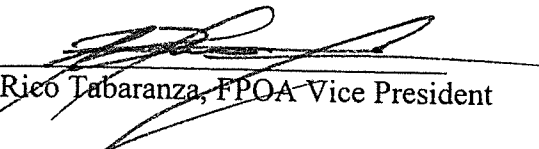
(Signatures on next page)

IN WITNESS THEREOF, this MEMORANDUM OF UNDERSTANDING between the TOWN OF FAIRFAX and THE FAIRFAX POLICE OFFICER'S ASSOCIATION is hereby executed on 04th day of August, 2018

  
Michael Vivrette, Finance Director

  
Garrett Toy, Town Manager

  
William Cade, FPOA President

  
Rieo Tabaranza, FPOA Vice President

**SIDE LETTER TO MEMORANDUM OF UNDERSTANDING  
BETWEEN TOWN OF FAIRFAX AND FAIRFAX POLICE OFFICERS' ASSOCIATION**

The authorized representatives of the Town of Fairfax and Fairfax Police Officer's Association (collectively, "Parties") have met and conferred pursuant to the Memorandum of Understanding (the "MOU"), approved by the Town Council by Resolution No. 18-28 on August 1, 2018 and the Parties have determined that it is reasonable and appropriate to modify certain provisions of this MOU by means of this Side Letter approved by the Town Council by Resolution 20-05 on April 15, 2020.

Section 1. The following Sections of the MOU are amended *to incorporate the changes and additions as follows:*

**Section II (Salary Compensation) add after Section H:**

(I) Accelerated Step Increase: When an employee becomes eligible for Step E they will advance to Step F (skipping Step E) after having served in a satisfactorily level at the prior step as documented in a written performance review.

(J) Officer in Charge pay (OIC): Police Officer classification personnel who cover a minimum of five hours or more of a shift in place of a Sergeant or Corporal of Police shall receive 5% base pay incentive for the time worked in that position with approval of the Chief of Police.

(K) Bi-Lingual Pay: Full time employees shall receive a base pay incentive of 2.5% for their ability to speak basic conversational Spanish, and 5% for Spanish fluency, which includes reading and writing. Other languages shall be approved by a supervisor at a maximum rate of \$50 per day of use with a maximum of 5% of base pay in a pay period. To be eligible for "other language" pay, employees are required to submit requests to their supervisor. The requests will include a CAD incident or case number documenting the use was related to a police investigative purpose. Fluency in more than one language does not entitle an employee to multiple pay incentives.

If a bi-lingual qualified employee is off work for over 15 consecutive calendar days, the employee will not receive the bilingual incentive for the remainder of the leave (unless approved by the Chief of Police). This will not take effect if the employee is out on 4850 disability leave.

The Chief of Police, with approval of the Town Manager, will through use of an outside tester selected by the Town, determine an employee's eligibility for this pay incentive. In order to ensure that employees retain bilingual proficiency, a periodic requalification, by an outside tester selected by the Town, may be required.

**Section XVI Longevity Pay (Service)**

The following percentages will be applied to base pay at the following intervals

- 3 years 2%
- 5 years 3%
- 7 years 4%
- 10 years 5%
- 15 years 7.5%
- 20 years 10%

Lateral time serving other police agencies does not apply to the 10, 15 and 20 year levels.

**Section V,A Vacation (service)**

- 100hrs upon hire, through end of second year of service
- 120hrs at three (3) years of service
- 140hrs at four (4) years of service
- 160hrs at five (5) years of service
- 180hrs at six (6) years of service
- 200hrs at twelve (12) years of service
- 240hrs at fifteen (15) years of service

**Section V, B . 3 (Vacation balance)**

...Earned vacation leave shall not be accumulated in excess of 400 hours for any employee in any classification without authorization of the Town Manager.

**Section XI B. Compensatory Time:**

"An employee may accumulate up to one hundred-sixty (160) hours of compensatory time...."

**Section VI Sick Leave (add subsection F)**

For those employees who use one day or less of sick leave or industrial injury leave time (4850) in a fiscal year, 25% of the sick time that is accrued in the fiscal year will convert to compensatory time on a hour to hour basis. The Chief reserves the right to send employees home if they are determined to be "too sick" to work or if the Chief determines he/she does not want to expose other employees to the illness.

**Section XIII Benefits (add subsection I) Tuition Reimbursement:**

A tuition and textbook reimbursement program shall be available to Police employees to encourage and financially assist employees to continue their education and broaden their backgrounds so as to improve job knowledge, skills and capacities of their present job.

Employees will be reimbursed up to \$4,000 for eligible 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, as approved by the Police



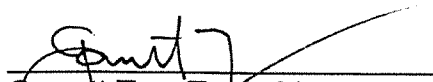
Chief. The \$4,000 is the maximum amount that can be reimbursed during a fiscal year. Unused tuition reimbursement does not roll over to the next fiscal year.


Conditions under which reimbursements may be approved are as follows:

1. 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:
  - a. An improvement in skills or knowledge required by the present position;
  - b. Preparing the employee for changes in duties due to the different use of a position or class;
  - c. Preparing the employee for the assumption of new and different duties as a result of a recent professional appointment; or
  - d. Preparing the employee for promotional opportunities.
2. Requests for reimbursement must be approved by the Chief of Police before enrollment in the course and purchase of textbooks and supplies. The Town will not reimburse for tuition and related expenses incurred before pre-approval by the Chief of Police.
3. 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 documented grade of "C" or better, "satisfactory", "pass", or the equivalent. Reimbursement requests must be made within 3 months of successful completion of the course, otherwise such reimbursement will be denied.
4. The employee must not be receiving funds for the same course from any other source, such as Veteran's Benefits, scholarships, etc.

Section 2. *This amendment is effective April 1, 2020.* Except as expressed modified by this Side Letter, the provisions of the existing MOU remain in full force and effect. This Side Letter will expire with the term of the existing MOU, which currently has a designated ending date of June 30, 2021.

This Agreement is hereby executed by the signatories of the Parties on the date specified above.

  
Garrett Toy, Town Manager  
Town of Fairfax

  
Jonathan Judge, President  
Fairfax Police Officers' Association

**EXHIBIT A- SALARY COMPENSATION**

**Current As of June 30, 2018**

<b>CLASS TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Sergeant (Tier 1 &2)	\$ 6,826.73	\$ 7,168.06	\$ 7,526.47	\$ 7,902.79	\$ 8,297.93	\$ 8,712.82
Police Corporal (Tier 1 & 2)	\$ 5,954.30	\$ 6,252.01	\$ 6,564.60	\$ 6,892.84	\$ 7,237.48	\$ 7,599.36
Police Officer (Tier 1 & 2)	\$ 5,670.76	\$ 5,954.29	\$ 6,252.00	\$ 6,564.61	\$ 6,892.84	\$ 7,237.48
Police Sergeant (Tier 3)	\$ 6,629.78	\$ 6,961.27	\$ 7,309.33	\$ 7,674.79	\$ 8,058.53	\$ 8,461.46
Police Corporal (Tier 3)	\$ 5,782.52	\$ 6,071.64	\$ 6,375.22	\$ 6,693.98	\$ 7,028.68	\$ 7,380.12
Police Officer (Tier 3)	\$ 5,507.16	\$ 5,782.51	\$ 6,071.63	\$ 6,375.22	\$ 6,693.98	\$ 7,028.68
Police Dispatcher	\$ 4,432.62	\$ 4,654.24	\$ 4,886.95	\$ 5,131.30	\$ 5,387.87	\$ 5,657.26
Community Service Officer (C.S.O.)	\$ 4,432.62	\$ 4,654.24	\$ 4,886.95	\$ 5,131.30	\$ 5,387.87	\$ 5,657.26

**ALL CLASSIFICATIONS**

**Effective July 1, 2018**

**Note: Officer/Cpl increase is based on former Tier 3 figures.**

<b>CLASS TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Lieutenant (new FY18-19)	\$ 8,651.67	\$ 9,084.25	\$ 9,538.47	\$10,015.39	\$10,516.16	\$11,041.97
Police Sergeant	\$ 7,133.93	\$ 7,490.63	\$ 7,865.16	\$ 8,258.41	\$ 8,671.33	\$ 9,104.90
Police Corporal	\$ 6,115.01	\$ 6,420.76	\$ 6,741.80	\$ 7,078.89	\$ 7,432.83	\$ 7,804.48
Police Officer	\$ 5,823.82	\$ 6,115.01	\$ 6,420.76	\$ 6,741.80	\$ 7,078.89	\$ 7,432.83
Police Dispatcher	\$ 4,709.65	\$ 4,945.14	\$ 5,192.39	\$ 5,452.00	\$ 5,724.61	\$ 6,010.84
Police Services Technician (PST)	\$ 4,709.65	\$ 4,945.14	\$ 5,192.39	\$ 5,452.01	\$ 5,724.61	\$ 6,010.84

**ALL CLASSIFICATIONS**

**Effective July 1, 2019**

<b>CLASS TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Lieutenant	\$ 8,997.74	\$ 9,447.62	\$ 9,920.01	\$ 10,416.01	\$ 10,936.81	\$ 11,483.65
Police Sergeant	\$ 7,419.29	\$ 7,790.25	\$ 8,179.77	\$ 8,588.76	\$ 9,018.19	\$ 9,469.10
Police Corporal	\$ 6,420.76	\$ 6,741.80	\$ 7,078.89	\$ 7,432.83	\$ 7,804.48	\$ 8,194.70
Police Officer	\$ 6,115.01	\$ 6,420.76	\$ 6,741.80	\$ 7,078.89	\$ 7,432.83	\$ 7,804.48
Police Dispatcher	\$ 4,945.14	\$ 5,192.39	\$ 5,452.01	\$ 5,724.61	\$ 6,010.84	\$ 6,311.39
Police Services Technician (PST)	\$ 4,945.14	\$ 5,192.39	\$ 5,452.01	\$ 5,724.61	\$ 6,010.84	\$ 6,311.39

**ALL CLASSIFICATIONS**

**Effective July 1, 2020**

<b>CLASS TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Lieutenant	\$ 9,222.68	\$ 9,683.81	\$ 10,168.01	\$ 10,676.41	\$ 11,210.23	\$ 11,770.74
Police Sergeant	\$ 7,604.77	\$ 7,985.01	\$ 8,384.26	\$ 8,803.47	\$ 9,243.65	\$ 9,705.83
Police Corporal	\$ 6,581.28	\$ 6,910.34	\$ 7,255.86	\$ 7,618.65	\$ 7,999.59	\$ 8,399.57
Police Officer	\$ 6,267.89	\$ 6,581.28	\$ 6,910.34	\$ 7,255.86	\$ 7,618.65	\$ 7,999.59
Police Dispatcher	\$ 5,068.76	\$ 5,322.20	\$ 5,588.31	\$ 5,867.73	\$ 6,161.11	\$ 6,469.17
Police Services Technician (PST)	\$ 5,068.76	\$ 5,322.20	\$ 5,588.31	\$ 5,867.73	\$ 6,161.11	\$ 6,469.17