

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TOWN OF TRUCKEE
AND THE
TRUCKEE POLICE OFFICERS' ASSOCIATION**

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the Town of Truckee Employee Relations Resolution No. 93-144 and the Meyers-Millias-Brown Act, Government Code Section 3500, et seq., the Town of Truckee (hereinafter called the "Town" and "Employer" interchangeably), has recognized the Truckee Police Officers' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Non-exempt Sworn Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

Employees are subject to the Town's anti-harassment, discrimination and retaliation policy specified in the Town's Personnel Rules.

ARTICLE III - COMPENSATION PLAN:

Section 1: Salary Ranges: Salary ranges effective beginning with the first full pay period beginning in July 2015, are listed in Attachment "A".

Section 2: Cost of Living Increases: Beginning in the first full pay period following adoption of this Agreement by the Town Council, employees will receive a 0.5% wage increase. Employees will also receive a cost of living adjustment equivalent to the percent change in the Consumer Price Index for the period February of the prior year through February of the current year, as published by the Bureau of Labor Statistics (San Francisco-Oakland-San Jose, Ca. all urban consumers Bi-Monthly report), not to be less than 1% or more than 2.5%, which shall be applied to employee wages as of June 30th. This increase has been determined to be 2.5%. and has also been applied to pay ranges included in Attachment "A".

During July, 2016 and July, 2017, employees will receive a cost of living adjustment equivalent to the percent change in the Consumer Price Index for the period February of the prior year through February of the current year, as published by the Bureau of Labor Statistics (San Francisco-Oakland-San Jose, Ca. all urban consumers Bi-Monthly report), not to be less than 1% or more than 2.5%, and shall be applied to employee wages as of June 30th as well as the pay ranges referenced in Exhibit "A" in effect as of each June 30th.

These increases will become effective the first full pay period of July in each fiscal year as follows:

FY	PAY PERIOD	PAYDATE
2016/2017	7/3/16 - 7/16/16	7/22/16
2017/2018	7/2/17 - 7/15/17	7/21/17

Section 3: Merit Increases: The Town's compensation plan has open pay ranges (see Attachment "A"). Employees will be eligible for pay increases based upon performance in each fiscal year. This merit based increase will be determined as specified in Attachment "B". This schedule is based upon the Town's budgeted general fund revenue as defined in Attachment "C". A portion of this schedule is based upon the Town's assessed value as reported approximately in July of each year to the Town by the Nevada County Auditor-Controller. The Town will calculate, and the Association verify, the year to year percent change in the assessed value (including secured, unsecured and unitary tax rolls per Nevada County) from the immediate prior year. The Town will also utilize sales tax revenue projections provided by the outside consultant, a copy of which will be provided to the Association prior to July 31 of each year. Any employee merit based pay changes will then be awarded under the appropriate scale beginning July 1 of that year. The award date is based on the employee's annual evaluation date as determined by the Human Resources department. As an example, if the year-to-year percent increase in the Town's budgeted general fund revenue as defined in Attachment "C", is 1.3%, an employee who receives a pay for performance score of 3.87 on his/her evaluation will be eligible for a 1.0% merit increase to his/her base pay. If the year-to-year increase is 2.1%, the employee who receives a 3.87 on his/her evaluation will be eligible to receive a 2.0% merit increase to his/her base pay.

Section 4: All employees hired on or before June 30, 2011 will receive a 2.2% equity wage increase effective the first full pay period following adoption of this Agreement by the Town Council. This adjustment shall be additive to the base wage and shall not be compounded upon the 0.5% increase referenced in Section 2 that shall occur at the same time.

Section 5: All employees hired between January 1, 2013 and the effective date of this Agreement shall receive a 2.2% wage increase effective the first full pay period following adoption of this Agreement by the Town Council. This adjustment shall be additive to the base wage and shall not be compounded upon the 0.5% increase referenced in Section 2 that shall occur at the same time.

ARTICLE IV - WORK PERIODS:

Section 1: Because there are a variety of work shifts including, but not limited to 3/12.5 with a ten hour payback day, 3/11 canine schedule plus a training day, 4/10, 5/9, 5/8 plans, the daily work schedule will consist of the normal number of hours for that assigned shift. i.e., 12.5, 11, 10, 9, or 8 hours. Each year, employees who work twelve and one-half hour shifts must work twelve payback days each year to complete 2,080 hours of annual service. Most payback days are scheduled contiguous with the employee's assigned work days. The Town will utilize no more than four payback days per year for non-training purposes.

For sworn employees, assigned work shifts are inclusive of a 60 minute meal break. As sworn employees are considered to have already been compensated for their breaks, and if they are unable to take their breaks they shall not receive any additional compensation.

Section 2: Sworn members assigned to work a 3/12.5 plan will be assigned 80 hours every pay period. One week of the pay period will consist of three 12-hour shifts and one week will consist of three 12-hour shifts and one 8-hour shift.

Section 3: Sworn member assigned to work a 4/10 plan will be assigned four 10-hour days each week.

Section 4: The Town designates a 28 day work period for sworn personnel for the purpose of overtime under the Fair Labor Standards Act.

Section 5: The Town shall notify an employee 14 days in advance of a change to their work schedule or shift assignment, except in the case of an emergency or unforeseen incident.

Section 6: Employees shall receive a minimum of eight (8) hours of time off between shifts except in the case of an emergency or unforeseen incident.

ARTICLE V - OVERTIME:

Section 1: All full-time employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of eighty (80) hours within the employer's regular two week pay period. An adjustment for scheduled "float" time will be the only exception to this calculation. Overtime must be authorized by an immediate supervisor, Captain and/or the Police Chief. Nothing herein limits or restricts the authority of the Town to require any employee to perform overtime work.

For the purposes of computing overtime, use of holidays, vacation or compensatory time off during any given workweek shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

The Police Chief, or his/her designee, shall designate work schedules for employees. The Police Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

Section 2: When an employee is required to appear in court as a result of their employment with the TOWN on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.

If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.

When an employee is required to appear in court as a result of their employment with the TOWN on his/her day off, and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

Section 3: The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or Town-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

Section 4: Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
2. To maintain necessary staffing levels.

Section 5: When assigned firearms training during off duty hours, officers shall receive a minimum of three hours overtime.

ARTICLE VI - SHIFT DIFFERENTIAL:

Employees shall be paid a 7.5% shift differential for each shift worked when more than half of the shift falls between the hours of 6:00 p.m. and 6:00 a.m.

ARTICLE VII - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the Town Manager in such amounts as designated by the Town Council policy regarding reimbursement of travel and other official expenses in accordance with the Town's Personnel Rules and any Council resolutions.

ARTICLE VIII - RETIREMENT:

Section 1: Employees employed full time by the Town prior to July 1, 2011 shall receive the following retirement benefits:

Section A: Employees covered by this Agreement will participate in the Public Employees Retirement System (PERS). The Town shall maintain the employer contributions to PERS for the term of this Agreement.

Section B: The Town will maintain the "3.0% @ 50" CalPERS safety retirement plan. Employees will contribute 9.0% of pay to the employee portion of this plan.

Section C: The PERS plan for employees hired prior to July 1, 2011 includes the following options:

1. Sec. 20024 = One Year Final Compensation
2. Sec. 20965 = Credit for unused sick leave
3. Sec. 21624 & 21626 = Post-Retirement Survivor Allowance
4. Sec. 21573 = 1959 Survivor Benefits
5. Sec. 21024 = Military Service Credit
6. Sec. 209903 = Two (2) years additional service credit due to pending layoffs, transfers or demotions.

Section 2: Employees employed full time by the Town on or after July 1, 2011 and prior to January 1, 2013 shall receive the following retirement benefits:

Section A: Employees covered by this Agreement will participate in the Public Employees Retirement System (PERS). The Town shall maintain the employer contribution to PERS for the term of this Agreement.

Section B: The Town will maintain the "3.0% @ 55" PERS safety retirement plan; employees will contribute 9.0% of pay to the employee portion of this PERS plan upon hire.

Section C: The PERS plan for employees hired on or after July 1, 2011 includes the following options:

1. Sec. 20965 = Credit for unused sick leave
2. Sec. 21624 & 21626 = Post-Retirement Survivor Allowance
3. Sec. 21573 = 1959 Survivor Benefits
4. Sec. 21024 = Military Service Credit as Public Service
5. Sec. 20903 = Two (2) years additional service credit due to pending layoffs, transfers or demotions.

In accordance with the 3% @ 55 Formula Section 21363.1 Plan, the final compensation is the average monthly pay rate during the last consecutive 36 months of employment unless the member designates a different period of 36 months.

Section 3: The PERS plan for employees hired on or after January 1, 2013 shall receive the following retirement benefits:

Section A: Employees covered by this Agreement will participate in the Public Employees Retirement System (PERS). The Town shall maintain the employer contribution to PERS for the term of this Agreement.

Section B: The Town will maintain the "2.7% @ 57" CalPERS safety retirement plan; employees shall contribute the full required employee-paid portion of the CalPERS plan. It is recognized by both parties that this amount will change from time to time as determined by PERS in accordance with the Public Employer Pension Reform Act of 2012. The employee rate as of July 1, 2014 is 12.25% of pay and is anticipated to be adjusted at the first full pay period of each fiscal year.

Section 4: Participation in the CalPERS plan discontinues employee participation in the Social Security System.

ARTICLE IX - HOLIDAYS:

Employees shall be entitled to the paid holidays specified in the Town's Personnel Rules. The Town and Association agree that for the life of this agreement or until mutually modified, holiday time, with the exception of the one "personal" holiday, will be accrued in each employee's bank when the holiday occurs. This accrual will be at time and one-half (1 ½). This will result in an employee who works the entire 12 month period accruing 144 hours in their holiday bank. The accrual period will run through November 30. In the first pay period of December, the employee will be paid for all accrued holiday time, however, the employee, at their discretion, may request to not be paid for 40 hours or less of accrued time. The employee will then be eligible to use no more than 40 hours of accrued holiday time over the next twelve months as paid time off. Such paid time off must be requested by the employee and approved by their Captain.

The one personal holiday will be added to the employee's vacation bank at straight time in accordance with the Town's practices and procedures.

ARTICLE X - VACATION:

Employees shall be entitled to the vacation benefits specified in the Town's Personnel Rules.

ARTICLE XI - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the Town's Personnel Rules.

ARTICLE XII - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the Town's Personnel Rules.

ARTICLE XIII - DONATION OF ACCRUED SICK AND VACATION:

Employees shall be entitled to donate accrued vacation, sick or compensatory time as specified in the Town's Personnel Rules.

ARTICLE XIV - PROBATIONARY PERIOD:

Employees covered by this agreement shall be subject to the terms and conditions for Probationary Periods as contained in the Town Personnel Rules.

ARTICLE XV - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy in the Town's Personnel Rules.

ARTICLE XVI - ALCOHOL AND DRUG ABUSE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Alcohol and Drug Abuse Policy contained in the Town's Personnel Rules.

ARTICLE XVII - WORKPLACE SECURITY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Workplace Security policy contained in the Town's Personnel Rules.

ARTICLE XVIII - REASONABLE ACCOMMODATION POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Reasonable Accommodation Policy contained in the Town's Personnel Rules.

ARTICLE XIX - FITNESS FOR DUTY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Fitness for Duty Policy contained in the Town's Personnel Rules.

ARTICLE XX - ELECTRONIC MEDIA USE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Electronic Media Use Policy Contained in the Town's Personnel Rules.

ARTICLE XXI - OUTSIDE EMPLOYMENT/ACTIVITY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Outside Employment/Activity Policy Contained in the Town's Personnel Rules.

ARTICLE XXII - OFFICER HIRING PROCESS

The Town will include contact information for Association officers to whatever extent practical in all external Police Officer job postings.

ARTICLE XXIII - DISCIPLINARY ACTION

Deleted.

ARTICLE XXIV - UNIFORMS:

Employees will be provided the following uniforms upon hire:

<u>Description</u>	<u>Quantity</u>
Uniform Shirt (Long Sleeve)	3
Uniform Shirt (Short Sleeve)	3
Uniform Pant (Cotton/Poly Blend)	3
Uniform Shorts (as needed per assignment)	2
Uniform Jacket	1
Uniform Tie	1
Uniform Hat (as directed by COP)	1
Rain Gear (Pants and Jacket)	1

Snow Gear (Snowsuit)	1
Uniform Boots (Summer)	1 Pair
Uniform Boots (Winter)	1 Pair

Sergeants and Officers will also be provided with the following safety equipment at the time of employment:

<u>Description</u>	<u>Quantity</u>
Bulletproof Vest (Threat Level II)	1
Carrier for Bulletproof Vest	2
Glock Model 22 (.40 caliber)	1
Glock 22 magazine	3
Holster	1
Sam Brown Belt	1
Sam Brown Belt Keeper Straps	4
Magazine carrier	1
Baton (expandable)	1
Baton carrier	1
Handcuffs	2 pair
Handcuff carrier	1
Medical Glove carrier	1
O.C. Spray	1
O.C. Spray carrier	1
Flashlight (w/ charger)	1
Flashlight carrier	1
Key Ring Holder	1
Portable 2-Way Radio (w/ charger & extra battery)	1
Portable Radio carrier	1

The Town will provide a \$500.00 per year uniform allowance for the purchase of additional uniforms and/or replacement of uniforms. Uniform allowance will begin on the employee's anniversary date upon completion of their first year. The uniform allowance shall be paid in equal installments each pay period. Safety equipment shall be replaced by the Town as needed. The Town shall also provide for the cleaning of all uniforms as shall be determined by the Police Chief or designee.

ARTICLE XXV - DISABILITY INSURANCE:

All employees will participate and authorize a payroll deduction for this premium. The Town agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE XXVI - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure contained in the Town's Personnel Rules.

ARTICLE XXVII-COMPENSATION FOR TEMPORARY ADDITIONAL RESPONSIBILITY:

ARTICLE IX - HOLIDAYS:

Employees shall be entitled to the paid holidays specified in the Town's Personnel Rules. The Town and Association agree that for the life of this agreement or until mutually modified, holiday time, with the exception of the one "personal" holiday, will be accrued in each employee's bank when the holiday occurs. This accrual will be at time and one-half (1 ½). This will result in an employee who works the entire 12 month period accruing 144 hours in their holiday bank. The accrual period will run through November 30. In the first pay period of December, the employee will be paid for all accrued holiday time, however, the employee, at their discretion, may request to not be paid for 40 hours or less of accrued time. The employee will then be eligible to use no more than 40 hours of accrued holiday time over the next twelve months as paid time off. Such paid time off must be requested by the employee and approved by their Captain.

The one personal holiday will be added to the employee's vacation bank at straight time in accordance with the Town's practices and procedures.

ARTICLE X - VACATION:

Employees shall be entitled to the vacation benefits specified in the Town's Personnel Rules.

ARTICLE XI - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the Town's Personnel Rules.

ARTICLE XII - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the Town's Personnel Rules.

ARTICLE XIII - DONATION OF ACCRUED SICK AND VACATION:

Employees shall be entitled to donate accrued vacation, sick or compensatory time as specified in the Town's Personnel Rules.

ARTICLE XIV - PROBATIONARY PERIOD:

Employees covered by this agreement shall be subject to the terms and conditions for Probationary Periods as contained in the Town Personnel Rules.

ARTICLE XV - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy in the Town's Personnel Rules.

ARTICLE XVI - ALCOHOL AND DRUG ABUSE POLICY

Compensation for Temporary Additional Responsibility will occur in accordance with the Town's Personnel Rules except as follows:

Officers and Sergeants may be assigned as Detectives, Detective Sergeants, School Resource Officers, Traffic Officers, Canine Officers or Senior Officers. These employees, when assigned this additional responsibility, will receive a 5% differential on their base pay for the duration of this assignment. Assignment to or removal from these positions is at the discretion of the Police Chief. Senior officers may be assigned to fill in for temporary absence of a Sergeant or to act as a shift's Field Training Officer. The Senior Officer may also be assigned to additional duties as needed.

In the absence of a shift's Sergeant and Senior Officer, an officer may be assigned to an Acting Senior Officer role for a single shift or for a limited period of shifts. The officer will be paid the 5% differential only for the hours worked in that role on those shift(s). In the absence of a shift's Senior Officer, an officer may be assigned to an Acting Field Training Officer role for a single shift or for a limited period of shifts. The officer will be paid the 5% differential only for the hours worked in that role on those shift(s). Acting Field Training Officers must have completed the POST approved Field Training Officer course prior to assignment.

Canine care and grooming shall be performed, to the extent feasible, on duty. Canine officers shall be authorized a maximum of two (2) hours per week for incidental care and grooming at the officer's home or location other than the Town's facilities. The Canine Officer shall report these hours on his/her timesheet. Police officers assigned as Canine Officers will not be eligible for two hours per week of incidental care and grooming while the canine is not under the care of the officer for seven (7) or more consecutive days.

ARTICLE XXVIII - JURY DUTY:

Employees will be subject to the Jury Duty policy outlined in the Town's Personnel Rules.

ARTICLE XXIX - DISCIPLINARY ACTIONS:

Employees shall be subject to the Town's Disciplinary Action Policy as described in the Town's Personnel Rules. Paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE XXX - LAYOFF POLICY AND PROCEDURE:

Employees shall be subject to the Town's Layoff Policy and Procedure as described in the Town's Personnel Rules.

ARTICLE XXXI - LEAVE REGULATIONS:

Employees shall be subject to the Town's Leaves of Absence policies as contained in its personnel rules.

ARTICLE XXXII - APPEAL OF CLASSIFICATIONS:

Employees have the right to appeal job classifications. An employee must submit a specific list of the essential duties believed to be performed and not included in the current classification. This list will be reviewed by the supervisor, Administrative Services Director and the Town Manager. If it is determined that the classification has a significant change that indicates a salary range adjustment, the range will be adjusted and the employee will be transferred to that range with no retroactivity.

ARTICLE XXXII - ON CALL PAY:

The Town pays on call pay for any on call time incurred during the week or weekends. The Police Chief, or his/her designee, shall schedule any on call time to ensure appropriate coverage as well as safety issues. On call duty requires the employee so assigned to:

1. be ready to respond to calls for service; and
2. be reachable by telephone, radio, or pager; and
3. refrain from activities which might impair his/her ability to perform assigned duties.

Employees assigned on call shall be compensated at a flat rate of \$15 for each twenty-four hour period, or any portion thereof provided, however, compensation for an employee who is placed on call-back status by the court shall be entitled to the compensation set forth in Article V Section 2 of this Memorandum of Understanding.

Employees assigned as detectives shall not be eligible for on call pay.

ARTICLE XXXIV - DEDUCTION FOR ASSOCIATION DUES:

The Town will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The Town will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The Town shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The Town agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE XXXV - COMPENSATORY TIME:

Employees may request that compensation (comp) time be accrued in lieu of overtime being paid for any overtime worked. This request must be made to the supervisor prior to the overtime being worked. If granted by the supervisor, the employee will indicate the comp time accrual on the time card. The maximum accrual for comp time shall be one hundred twenty (120) hours. At the end of each fiscal year, the employee is allowed to carry forward up to one hundred twenty (120) hours of comp time. The employee has the ability to cash out any accrued comp time by including the request on the time card.

ARTICLE XXXVI - INCENTIVE PAY:

Each employee who has reached the top of their pay classification ("capped out") will continue to be evaluated under the Town's Pay for Performance ("PFP") appraisal

system as described in Article III, Section 3 and based on the amounts calculated in accordance with Attachment "B". For capped out employees, the employee's performance-based pay increase would be in the form of a lump sum payment, not added to the base pay. If an employee is not capped out, and the PFP increase caps out their salary, the portion within the salary range will be added to the employee's base pay and any remaining increase will be in the form of a lump sum payment, with the combined salary increase and lump sum payment not to exceed the total calculated increase.

A maximum incentive pay amount of \$3,000 per year is allowed for Truckee Police Officer's and Sergeant's classifications.

ARTICLE XXXVII - BILINGUAL PAY:

Upon request of the Chief of Police, and approval by the Town Manager, designated employees shall be paid an additional two and one half percent (2.5%) of base salary for the use of a second language in the normal course and scope of employment. Eligible employees must prove proficiency in reading, speaking and writing a second language. Sign language shall constitute a second language within the meaning of bilingual pay.

ARTICLE XXXVII - POST INCENTIVE PAY:

Sworn employees who possess a P.O.S.T. Intermediate Certificate shall receive an additional 7.5% above their base pay. Sworn employees who possess a P.O.S.T. Advanced Certificate shall receive an additional 2.5% for a total of 10% above their base pay.

ARTICLE XXXIX - TUITION REIMBURSEMENT:

Bargaining unit employees who incur expenses for tuition, books and educational fees at an accredited college or university shall be entitled to reimbursement up to \$500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail and 2) prior approval of the Chief of Police or the Chief's designee.

ARTICLE XL - SMOKING AND TOBACCO POLICY:

Employees covered by this agreement shall be subject to the terms and conditions of the smoking and tobacco rules contained in the Town's Personnel Rules.

ARTICLE XLI – HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

For the health care plan year through December 31, 2015 the Town will pay the following "fixed amount" contributions toward employee and dependent monthly health care premiums:

Coverage	Monthly Town Contribution		
	<u>Health</u>	<u>Dental</u>	<u>Vision</u>
Employee Only	\$737.36	\$36.59	\$11.02

Employee Plus One	\$993.88	\$61.27 or \$70.34	\$14.16
Employee Plus Two or more	\$1,142.67	\$95.01	\$22.19

The above contributions may change based on the paragraph below.

For the plan years beginning January 1, 2016 the Town agrees to increase the “fixed amount” contribution by the lesser of 10% or the average increase in employee-only, employee plus one and employee plus two PORAC rates (year-on-year). If plan costs should increase by more than 20% year to year, the Town and POA agree to meet and confer as to the disposition of those cost increases. For purpose of calculating health care premium changes, rates shall include the base premium from CalPERS, administrative fees charged by CalPERS, and GASB 45 costs (total annual required contribution spread over all employees on a monthly basis) as determined by a Town-selected qualified actuary.

Employees who are able to provide proof of Affordable Care Act qualifying health coverage provided by their spouse or domestic partner’s employer will be eligible to opt out of the Town’s health care coverage to the extent allowed by law. In compensation for opting out the employee will receive one half (1/2) of the monthly amount they are receiving as a contribution at time of opt out from the Town toward their health care. This amount will be distributed evenly over the Town’s payroll periods for the coverage year. Employees hired by the Town after February 1, 2011 are only eligible for one half (1/2) of the Town’s Employee-only contribution towards medical benefits regardless of their dependent status.

The Town will also maintain an Employee Wellness Program.

ARTICLE XLII- POST-RETIREMENT HEALTH BENEFITS:

Town retirees will have access to the CalPERS Health Care Plan in accordance with plan specifications under CalPERS’ “unequal method” of Town funding.

ARTICLE XLIII - TOWN RIGHTS:

Section 1: The Town reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the Town, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the Town generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;

- c. To determine the necessity and organization of any service or activity conducted by the Town and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the Town.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Town operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all Town functions including, but not limited to, the right to contract for or subcontract any work or operation of the Town.
- j. To assign work to and schedule employees in accordance with requirements as determined by the Town and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable Resolutions and Codes of the Town.

The Town's exercise of a Town right listed herein shall not be subject to the Grievance Procedure unless the Association alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ARTICLE XLIV - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE XLV - ASSOCIATION RESPONSIBILITY:

Section 1: If, the Truckee Police Officers' Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XLVII, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XLVII, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXXIV, Prohibited conduct, Section 1.

ARTICLE XLVI- NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The Town agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the Town in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the Town.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the Town, if the Association fails, in good faith, to perform all responsibilities in Article XXXIII, Association Responsibility, the Town may suspend any and all of the rights and privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the Town's bulletin boards and facilities.

All material posted on a bulletin board or elsewhere in a Town workplace shall 1) not be obscene or 2) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Chief of Police or her designee reserves the right to remove any material posted in violation of this section if the Association refuses to remove the material on its own.

ARTICLE XLVII - ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the Town certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or Town ordinances, they shall continue subject to being changed by the Town in accordance with the exercise of Town rights under this Agreement and applicable State law.

ARTICLE XLVIII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

ARTICLE L - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the Town, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the Town, which restrict the Town's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the Town regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE LI - ADVERSE FINANCIAL IMPACT:

In the event that the Town suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a meet and confer process to discuss and implement ways (if any) to assist the Town in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall budgeted General Fund revenues (originally adopted by Town Council) of five percent (5%) between two consecutive fiscal years; a reduction in budgeted General Fund reserves (originally adopted by Town Council) of thirty percent (30%) or more between two consecutive fiscal years; an unbudgeted increase of ten percent (10%) or more in Town expenses in any one fiscal year; or a decision by the Town Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the Town Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE LII - FULL FORCE AND EFFECT

All provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

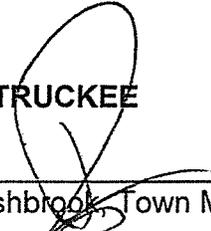
ARTICLE LIII - TERM OF AGREEMENT:

The term of this Agreement shall commence on July 8, 2015, and shall continue in full force and effect through June 30, 2018. *The parties agree that the ranges defined in Article III and Article XXXVI will not be determined until the Property Assessed Value letter is received from the County of Nevada.*

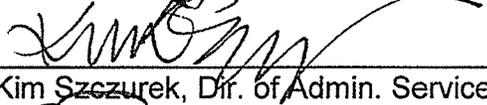
ARTICLE LIV - RATIFICATION AND EXECUTION:

The Town and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the Town Council for the Town of Truckee. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the Town and the Association and entered into this 8th day of July, 2015.

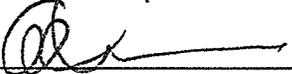
TOWN OF TRUCKEE

By: 

Tony Lashbrook, Town Manager

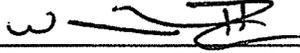
By: 

Kim Szczurek, Dir. of Admin. Services

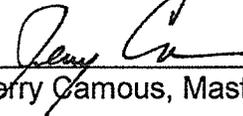
By: 

Alex Terrazas, Asst. Town Manager

TRUCKEE POLICE OFFICERS' ASSN.

By: 

Bill Mardison, TPOA President

By: 

Jerry Camous, Mastagni Holstedt

By: _____

Town of Truckee
Salary MatrixATTACHMENT A
Town of Truckee
Salary Ranges 2015-16

RANGE	FLSA Status	Minimum	MidPoint	ControlPoint	Maximum	
1	N	\$13.24	\$15.56	\$16.55	\$17.87	Intern
2	N	\$13.90	\$16.33	\$17.38	\$18.77	
3	N	\$14.60	\$17.15	\$18.25	\$19.71	
4	N	\$15.33	\$18.01	\$19.16	\$20.69	
5	N	\$16.09	\$18.91	\$20.12	\$21.73	Animal Caretaker
6	N	\$16.90	\$19.86	\$21.12	\$22.81	
7	N	\$17.74	\$20.85	\$22.18	\$23.95	Office Assistant
8	N	\$18.63	\$21.89	\$23.29	\$25.15	Accounting Assistant I Street Maintenance Worker I
9	N	\$19.56	\$22.98	\$24.45	\$26.41	
10	N	\$20.54	\$24.13	\$25.67	\$27.73	Accounting Assistant II Police Records Assistant
11	N	\$21.57	\$25.34	\$26.96	\$29.12	Community Services Officer I Facilities Maintenance Worker I Street Maintenance Worker II
12	N	\$22.65	\$26.61	\$28.31	\$30.57	Administrative Technician Records Technician
13	N	\$23.78	\$27.94	\$29.72	\$32.10	Development Services Technician Accounting Technician Community Services Officer II Animal Shelter Supervisor Facilities Maintenance Worker II Engineering Technician I Senior Street Maintenance Worker
14	N	\$24.97	\$29.34	\$31.21	\$33.70	Human Resources Technician Information Technology Technician Equipment Mechanic I
15	N	\$26.21	\$30.80	\$32.77	\$35.39	Accountant I Plans Examiner I Senior Facilities Maintenance Worker Engineering Technician II
16	N	\$27.53	\$32.34	\$34.41	\$37.16	Code Compliance Officer Building Inspector I Equipment Mechanic II
17	N	\$28.90	\$33.96	\$36.13	\$39.02	Administrative Analyst I Accountant II Assistant Planner Plans Examiner II Police Officer Police Support Services Supervisor Street Maintenance Supervisor
17R	N	\$24.51	\$31.77		\$39.02	Reserve Police Officer

Appendix C

Town of Truckee
Salary Matrix

17Y	N	\$28.90	\$35.80		\$42.70	Police Officer
18	N	\$30.35	\$35.66	\$37.93	\$40.97	Building Inspector II Senior Equipment Mechanic
19	E	\$5,523.08	\$6,489.62	\$6,903.85	\$7,456.15	Administrative Analyst II Associate Planner
19Y	E	\$5,388.37	\$6,331.33		\$7,812.13	Administrative Analyst II
20	E	\$5,799.23	\$6,814.10	\$7,249.04	\$7,828.96	Senior Accountant Assistant Engineer
20H	N	\$33.46	\$39.31	\$41.82	\$45.17	Assistant Engineer
21	E	\$6,089.19	\$7,154.80	\$7,611.49	\$8,220.41	Information Technology Supervisor Senior Planner
21H	N	\$35.13	\$41.28	\$43.91	\$47.43	Police Sergeant
22	E	\$6,393.65	\$7,512.54	\$7,992.07	\$8,631.43	Associate Civil Engineer
23	E	\$6,713.33	\$7,888.17	\$8,391.67	\$9,063.00	Planning Manager Fleet and Facilities Manager Police Support Services Manager Street Maintenance Manager
24	E	\$7,049.00	\$8,282.58	\$8,811.25	\$9,516.15	Senior Civil Engineer
24Y	E	\$6,877.07	\$8,080.56		\$9,933.73	Senior Civil Engineer
24H	N	\$39.68	\$48.50		\$57.31	Senior Civil Engineer
25	E	\$7,401.45	\$8,696.71	\$9,251.81	\$9,991.96	Administrative Services Manager
26	E	\$7,771.52	\$9,131.54	\$9,714.41	\$10,491.56	Chief Building Official Police Captain Engineering Manager Town Clerk
27	E	\$8,160.10	\$9,588.12	\$10,200.13	\$11,016.14	Assistant Town Manager
27Y	E	\$7,961.07	\$10,082.74		\$12,204.40	Assistant Town Manager
28	E	\$8,568.11	\$10,067.52	\$10,710.13	\$11,566.94	
29	E	\$8,996.51	\$10,570.90	\$11,245.64	\$12,145.29	
30	E	\$9,446.34	\$11,099.45	\$11,807.92	\$12,752.55	Director of Administrative Services Director of Community Development
31	E	\$9,918.65	\$11,654.42	\$12,398.32	\$13,390.18	
32	E	\$10,414.59	\$12,237.14	\$13,018.23	\$14,059.69	Chief of Police Director of Public Works/Town Engineer
33	E	\$10,935.32	\$12,849.00	\$13,669.14	\$14,762.68	Town Attorney
34	E	\$11,482.08	\$13,491.44	\$14,352.60	\$15,500.81	Town Manager

ATTACHMENT "B"
Pay For Performance (PFP) / Merit Increase Schedule

Town's year-on-year budgeted revenue increase:	PFP Pool (to reference below)	Range of Increases available in pool
less than 1% increase:	None (no PFP raises)	None
1% - 1.99% increase:	1% Pool	0% - 2%
2% - 2.99% increase:	2% Pool	0% - 2.75%
3-4.99% increase:	3% Pool	0% - 4%
5% or greater increase:	5% Pool	0%-6%

1% POOL	
<u>Performance Rating</u>	<u>% Increase</u>
2.750-2.999	0.000%
3.000-3.249	0.000%
3.250-3.499	0.000%
3.500-3.649	0.500%
3.650-3.799	0.750%
3.800-3.999	1.000%
4.000-4.149	1.500%
4.150-4.299	1.750%
4.300 & above	2.000%

2% POOL	
<u>Performance Rating</u>	<u>% Increase</u>
2.750-2.999	0.000%
3.000-3.249	0.000%
3.250-3.499	0.000%
3.500-3.649	1.000%
3.650-3.799	1.500%
3.800-3.999	2.000%
4.000-4.149	2.250%
4.150-4.299	2.500%
4.300 & above	2.750%

3% POOL	
<u>Performance Rating</u>	<u>% Increase</u>
2.750-2.999	0.000%
3.000-3.249	0.000%
3.250-3.499	1.000%
3.500-3.649	2.000%
3.650-3.799	2.500%
3.800-3.999	3.000%
4.000-4.149	3.250%
4.150-4.299	3.500%
4.300 & above	4.000%

5% POOL	
<u>Performance Rating</u>	<u>% Increase</u>
2.750-2.999	0.000%
3.000-3.249	1.500%
3.250-3.499	2.250%
3.500-3.649	3.000%
3.650-3.799	4.000%
3.800-3.999	5.000%
4.000-4.149	5.250%
4.150-4.299	5.500%
4.300 & above	6.000%

ATTACHMENT "C"
014/15 REVENUE BUDGET ANALYSIS
TOWN OF TRUCKEE
GENERAL FUND

	13/14 approved budget	13/14 ADJUSTED BUDGET	14-15 approved budget	14/15 ADJUSTED BUDGET	
TAXES					
Prop Taxes - Secured Curr Year	8,379,481	8,343,235	8,628,891	8,774,661	per County
Prop Taxes - Unsecured Curr Yr	179,174	170,953	175,681	164,935	
Prop Tax - Unsecured Prior Yrs	1,500	1,500	1,500	1,500	
Supplemental - Sec - Curr Year	24,000	24,000	35,000	35,000	
Supplemental - Unsec - Curr Yr	1,000	1,000	1,000	1,000	
Supplemental - Prior Years	-	-	-	-	
Escaped Assessments	-	-	-	-	
Sales & Use Taxes	2,445,000	2,529,000	2,415,677	2,572,677	per HdL let
Sales Taxes In-Lieu - Prop Tax	685,000	685,000	855,323	855,323	
Transient Lodging Taxes (TOT)	1,500,000	1,500,000	1,650,000	1,650,000	
Franchises	958,490	958,490	1,025,000	1,025,000	
Real Property Transfer Taxes	150,000	150,000	200,000	200,000	
Excise Taxes Refunded	-	-	-	-	
Total Taxes	14,323,645	14,363,178	14,988,072	15,280,096	6.38%
INTERGOV'T REVENUE					
Motor Veh In-Lieu Tax	-	-	-	-	
Property Tax - In-Lieu MVL Fee	1,300,000	1,300,000	1,300,000	1,300,000	
Motor Vehicle License Fees			8,000	8,000	
ERAF Shift - AB1661					
Booking Fee Reimbursement					
Homeowner's Prop Tax Relief	95,000	95,000	95,000	95,000	
Off Hwy Motor Vehicle In-Lieu					
Grants					
Intergovernmental					
Intergovernmental - Special District					
Intergovernmental - CIWMB					
Intergovernmental - Prop 84	92,505	92,505	29,720	29,720	
JPA Towing Reimbursements					
Intergovernmental - Federal					
State Mandated Cost Reimbursements	7,000	7,000	5,000	5,000	
Total Intergov't Revenue	1,494,505	1,494,505	1,437,720	1,437,720	-3.80%
OTHER REVENUE					
Animal Licenses	28,000	28,000	28,000	28,000	
Animal Services - Contracts					
Construction Permits					
Court Fines	280,000	280,000	230,000	230,000	
Interest Income - County					
GASB 31 MV Adjustment					
Interest Income - LAIF					
Interest Income - RDA Loan					

Interest Income	75,000	75,000	66,000	66,000	
Local Contractor Registration	-	-	-	-	
AB1600 Mitigation Fee Income	20,000	20,000	15,000	15,000	
Street Administration					
Special Police Dept Services	60,000	60,000	55,000	55,000	
Abandoned Vehicle Abate Reimb	-	-	11,000	11,000	
Police Dept Special Event Reimb	7,000	7,000	5,000	5,000	
Engineering/Encroachment Fees	40,000	40,000	33,700	33,700	
Animal Shelter Fees & Charges	12,000	12,000	12,000	12,000	
Town Hall Tenant Lease Revenue	143,290	143,290	161,000	161,000	
Depot/Visitor Center Revenues	54,600	54,600	54,600	54,600	
Channel 6 Subscriber Contrib	32,000	32,000	32,000	32,000	
Blitz Special Assessment					
Miscellaneous Revenues	21,800	21,800	12,500	12,500	
Work Comp/Disab Reimbursement					
DUI Costs Reimbursement					
Jail Booking Fees					
POST Reimbursement	61,000	61,000	15,000	15,000	
Sales of Equipment/Property	43,500	43,500	40,000	40,000	
Capital Labor Charge	250,000	250,000	250,000	250,000	
Total Other Revenue	1,128,190	1,128,190	1,020,800	1,020,800	-9.52%
Total Revenue for Purposes of Contract	16,946,340	16,985,873	17,446,592	17,738,616	4.43%
		672,968	2.71%	752,743	
		672,968	17,446,592		

SECTION 22 – GRIEVANCE PROCEDURE

A. Statement of Intent

It is the purpose of this policy to establish a clear process to resolve issues raised by employees related to interpretation of personnel rules and any current Memorandum of Understanding. It is the desire of the Town to resolve all grievance issues at the lowest possible level within the organization; however, it is important to have a policy in place that assures employees that there are a series of appeal processes available to deal with grievance issues.

B. Definition of Grievant

A grievant is any employee, or the Association on behalf of one or more than one employee, adversely affected by an alleged violation of personnel rules and/or the Memorandum of Understanding.

C. Definition of Grievance

A grievance is defined as any dispute that: 1) is job-related; 2) is wholly or partially within the province of the Town to rectify or remedy; 3) concerns terms and conditions of employment; 4) involves the interpretation, application, or alleged violation of these Rules or a current Memorandum of Understanding (MOU) between the Town and a recognized employee organization representing Town employees; and 5) is not subject to any other Town dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Pre-Grievance Step

Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked. If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Rule will be implemented.

E. Formal Grievance

Step One. Within ten (10) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance by the aggrieved or their representative shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of these Rules or a current Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her representative at the meeting

A decision shall be made within ten (10) working days of receipt of the grievance. A copy shall be sent to the aggrieved.

Step Two. If the grievant is not satisfied with the Step One Decision, he/she may appeal the decision in writing to the Director of Administrative Services (Director) or his/her designee within ten (10) working days after receiving a written decision at Step One.

The Director or his/her designee shall meet with the grievant and may include other persons involved in the grievance. The grievant may be accompanied by his/her representative. Additional meetings may be held as per mutual agreement.

The Director or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance (unless there is a mutually agreed upon extension of time), which answer shall be final and binding on the grievant unless it is timely appealed in accordance with the procedures set forth in Step Three.

Step Three. Any Grievance as defined in these rules that has been properly and timely processed through the Grievance Procedures set forth in this section and that has not been settled at the conclusion thereof, may be appealed to a grievance hearing by the aggrieved party or their designee in writing. The failure to appeal a grievance to a grievance hearing in accordance with this Section in writing, within ten (10) working days after receipt of the written answer of the Town at Step Two of the Grievance Procedure shall constitute a waiver of the aggrieved party's right to appeal to this hearing, and the written answer of the Town at Step Two of the Grievance Procedure shall be final and binding on the aggrieved employee and the Town.

A request for a grievance hearing shall be filed with the office of the Town Manager. Upon receipt of a properly filed request for a grievance hearing, the Town Manager (or his/her designee) and the grievant (or his/her representative) shall mutually select a hearing officer, who shall be selected from a listing of hearing officers supplied by the State Mediation and Conciliation Service. The hearing officer shall be selected from a listing of seven (7) individuals identified by the State Mediation and Conciliation Service. The party filing the notice of appeal shall first strike a name from the list and the other party shall then strike a name from the list until the remaining member of the panel submitted is chosen as a hearing officer. The hearing officer's compensation and expenses shall be borne equally by the Town and the grievant.

The hearing officer shall schedule hearing date(s) as necessary. The hearing shall be informal and the formal rules of evidence shall not apply. The hearing officer shall

render his/her decision within thirty (30) calendar days of the close of the hearing, receipt of transcripts, submission of briefs or such other date as the parties may mutually select.

The hearing officer shall be bound by the language of the Memorandum of Understanding, Personnel Rules, bargaining history, and law consistent therewith in considering any issue before them. The hearing officer shall have no authority to add to, delete or alter any provision of the MOU or Rules but shall limit their decision to the application and interpretation of their provisions and law.

The hearing officer's decision shall be a recommendation to the Town Manager. The Town Manager may accept, reject, modify or remand the recommendation for further proceedings before the hearing officer. If the Town Manager does not accept the recommendation of the hearing officer, he/she shall review the entire record of the hearing officer proceeding. The decision of the Town Manager shall be final and binding.