

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWN OF TRUCKEE  
AND THE MID-MANAGEMENT EMPLOYEES GROUP**

**ARTICLE 1 - RECOGNITION:**

Pursuant to the provisions of the Town of Truckee Employee Relations Resolution No. 93- 144 and the Meyers-Miliias-Brown Act, Government Code Section 3500, et seq., the Town of Truckee (hereinafter called the "Town" and "Employer" interchangeably), has recognized that the Mid-Management Employees Group (hereinafter called the "Group") as the exclusive recognized bargaining agent for the employees in the Mid-Management Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

**ARTICLE 2 - [RESERVED]**

**ARTICLE 3 - COMPENSATION PLAN:**

Section 1: Salary ranges listed in Attachment "A" will be effective beginning the first day of the pay period encompassed within by the date of Town Council adoption of this Agreement.

Section 2: Cost of Living Increases: On May 12, 2024, a 5.0% cost of living adjustment shall be applied on the first day of the next pay period, to both employees' current base wages and the wage ranges referenced in Attachment "A" that are covered by the Group.

In July of 2025, a cost-of-living adjustment shall be applied the first day of the first full pay period of July, to employees' current base wages and the wage ranges referenced in Attachment "A" that are covered by the Group, subject to the following provisions.

- a) The cost-of-living adjustment shall be no less than 4.0% and no more than 5.0% of base wage.
- b) The exact percentage shall be equal to the U.S. Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers for San Francisco-Oakland-Hayward, not seasonally adjusted. The CPI will be for the time period from February to February, rounded up to the nearest quarter percentage (Ex: if the CPI is 4.13%, the cost-of-living adjustment shall be 4.25%).
- c) If the CPI index is less than 4.0%, the cost-of-living adjustment shall be 4.0%.

In July of 2026, a cost-of-living adjustment shall be applied the first day of the first full pay period of July, to employees' current base wages and the wage ranges referenced in Attachment "A" that are covered by the Group, subject to the following provisions.

- a) The cost-of-living adjustment shall be no less than 3.0% and no more than 5.0% of base wage.
- b) The exact percentage shall be equal to the U.S. Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers for San Francisco-Oakland-Hayward, not seasonally adjusted. The CPI will be for the time period from February to February, rounded up to the nearest quarter percentage (Ex: if the CPI is 4.13%, the cost-of-living adjustment shall be 4.25%).
- c) If the CPI index is less than 3.0%, the cost-of-living adjustment shall be 3.0%.

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 based on the Attachment "B" and applied to an employee's base pay. This schedule is based upon the Town's general fund revenue as defined in Attachment "C". The annual budgeted revenue will be modified for the change in assessed value as reported approximately in July of each year to the Town by the Nevada County Auditor-Controller. The Town will also utilize sales tax revenue projections provided by the outside consultant, a copy of which will be provided to the mid management group 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 Resource 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%, a mid-manager 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 mid-manager 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: Retirement Health Savings Contribution: all employees will receive 2% of base pay contributed by Town to the employee's retiree health savings account paid equally over each of the Town's annual 26 pay periods

Should the group request to redirect this contribution to deferred compensation during the term of the agreement, the Town will accommodate that request.

**ARTICLE 4 - ADMINISTRATIVE LEAVE:**

All represented employees shall be entitled to administrative leave of eighty (80) hours each fiscal year. Any administrative leave not used by the end of the fiscal year shall be lost. Under extraordinary circumstances the Department Head may allow up to 40 hours to be carried over into the next fiscal year for a period not to exceed three (3) months. "Extraordinary circumstances" as used herein shall include but not be limited to use of administrative leave not being approved due to workload and/or scheduling requirements.

**ARTICLE 5 - BILINGUAL PAY**

Upon request of the Department Head, and approval by the Town Manager, designated employees shall be paid \$150 per month, paid the first 2 pay periods of each month (24 pay periods per year), for the use of Spanish in the normal course and scope of employment. Eligible employees must prove proficiency in reading, speaking, and writing Spanish on a biennial basis.

**ARTICLE 6 - 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 as well as administration in accordance with the Town's Personnel Rules.

**ARTICLE 7 - RETIREMENT:**

Section 1: Employees covered by this Agreement will participate in the California Public Employees Retirement System (CalPERS). The Town shall maintain the employer contribution to CalPERS for the term of this Agreement.

Section 2: Employees employed full-time by the Town prior to July 1, 2011 shall receive the following retirement benefits:

The Town will maintain the "2.7% @ 55" CalPERS retirement plan.

For Police Lieutenants the Town shall maintain the CalPERS safety retirement plan which is commonly known as the "3% @ 50" plan.

#### Cost Sharing

Miscellaneous employees shall pay 8.0% of pensionable compensation to CalPERS as a cost sharing of the Town's pension contribution plan.

Safety employees (Police Lieutenants) shall pay 9.0% of pensionable compensation to CalPERS as a cost sharing of the Town's pension contribution.

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

- Sec. 20024 = One Year Final Compensation
- Sec. 20965 = Credit for unused sick leave
- Sec. 21624 & 21626, = Post-Retirement Survivor Allowance
- Sec. 21573 = 1959 Survivor Benefits
- Sec. 21024 = Military Service Credit as Public Service
- Sec. 20903 = Two (2) years of additional service credit due to pending layoffs, transfers, or demotions.

The Town agrees to maintain enrollment in the CalPERS Employer Paid Membership Contribution (EPMC) program for employees hired prior to July 1, 2011. The cost for this program shall be paid by the Town.

Section 3: Employees employed full-time by the Town after July 1, 2011 and before January 1, 2013 shall receive the following retirement benefits:

The Town will maintain the "2.5% @ 55" CalPERS retirement plan.

For Police Lieutenants the Town shall maintain the CalPERS safety retirement plan which is commonly known as the "3% @ 55" plan.

Miscellaneous employees shall contribute 8% of pay to the plan.

Safety employees (Police Lieutenants) shall contribute 9% of pay to the plan.

The CalPERS plan for employees hired after July 1, 2011 to January 1, 2013, includes the following options:

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

No EPMS will accrue to employees covered by this section.

Section 4: Employees employed full-time by the Town and hired on or after January 1, 2013 shall receive the following retirement benefits:

The Town will maintain the "2.0% @ 62" CalPERS retirement plan.

For Police Lieutenants the Town shall maintain the CalPERS safety retirement plan which is commonly known as the "2.7% @ 57" plan.

Employees shall contribute the full CalPERS required amount to this plan in accordance with the Public Employee Pension Reform Act of 2012. Both parties recognize that this contribution will change from time to time and will be adjusted on the first pay date of each fiscal year.

No EPMS will accrue to the employees covered by this section.

Section 5: Participation in the CalPERS plan discontinues employee participation in the Social Security System related to Town employment.

Section 6: Statutory changes to the CalPERS plan by the California State Legislature may affect the plan design and employee cost. It is the Town's intention to not exceed employee contributions above the current statutory maximum of 8% during the life of this MOU, provided that the Group hereby acknowledges that nothing herein represents a firm commitment by the Town not to increase employee contributions above the current statutory maximum. If changes of this type occur, the parties agree to meet and confer as to the disposition of those changes on the Group, provided that the Town may implement such changes without the consent of the Group if no agreement regarding such implementation is reached after the parties have met and conferred.

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

#### **ARTICLE 8 - HOLIDAYS:**

Employees shall be entitled to the paid holidays specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

#### **Alternative Schedule Holiday Offset**

Upon approval of this Memorandum of Understanding in 2024, employees shall receive two (2) hours of Alternative Schedule Holiday Offset (ASHO) hours credited to their vacation bank. Each subsequent July covered by this MOU, employees shall receive eight (8) hours of ASHO credited to their vacation bank. For employees who work an alternative work schedule (as defined in the Personnel Rules), these Alternative Schedule Holiday Offset hours are intended to help supplement the eight (8) hours of holiday pay provided when a holiday observance falls on a day when the employee is regularly scheduled to work more than eight (8) hours. Any hours not used for this purpose can be used as vacation time.

Employees who are regularly scheduled to work less than 40 hours per week will be credited a prorated amount of Alternative Schedule Holiday Offset hours based on the number of hours they are normally scheduled to work.

**ARTICLE 9 - VACATION:**

Employees shall be entitled to the vacation benefits specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

**ARTICLE 10 - SICK LEAVE:**

Employees accrue sick leave benefits specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules, except as follows: Employees who leave Town employment after more than five but less than ten years of Town employment, may cash-out up to 50% of their accrued sick leave balance payable in cash at the employee's current base hourly rate, up to a maximum of 500 hours. Employees who leave Town employment with ten or more years of service may cash out up to 75% of their accrued sick leave balance payable in cash at the employee's current base hourly rate.

Employees who retire from their Town position may cash out accrued sick leave balances as described above or retain all or part of it as part of the balance to be reported to CalPERS for the sick leave credit. Sick leave not cashed out will be reported to CalPERS for sick leave credit to the extent allowed by CalPERS.

**ARTICLE 11 - LEAVES OF ABSENCE:**

Employees shall be entitled to Leaves of Absence specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

**ARTICLE 12 - DONATION OF ACCRUED VACATION, SICK OR ADMINISTRATIVE LEAVE TIME:**

Employees shall be entitled to donate accrued vacation, sick or administrative leave time as specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

**ARTICLE 13 - PROBATIONARY PERIOD:**

Employees shall be subject to the terms and conditions for the Town Probationary Period as specified in the "Probationary Period Policy" in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

**ARTICLE 14 - BOOT ALLOWANCE:**

Guidelines for reimbursement are as follows:

- 1) Positions are eligible for boot allowance ONLY if safety boots are required for their position as determined by the Department Head.
- 2) Provide \$400 every fiscal year that ends in an odd number.

- 3) No boot supplies are eligible for reimbursement; however, sole replacement, heel replacement, and/or boot reconstruction are eligible up to the maximum allowed for boot allowance for the position.

Position classifications shall be eligible for boot allowance if the classification meets the safety boot requirement determined by the position's supervisor based on the duties outlined in the job description. All reimbursements will be subject to the employee providing proof of purchase as required by the Administrative Services Director. Each proof of purchase (receipt) will be authorized by the employee's supervisor. This authorization will be verification that the employee has purchased and is wearing the required safety boots for the position held. To be eligible for this reimbursement, the employee must be in the classification for a minimum of three months.

#### **ARTICLE 15 - DISABILITY INSURANCE:**

All regular full-time employees will participate and authorize a payroll deduction for a long-term and short-term disability premium. The Town agrees to incur the administrative costs resulting from the deductions and reporting requirements.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE:**

The Grievance Procedure shall be as outlined in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

#### **ARTICLE 17 - COMPENSATION FOR TEMPORARY ADDITIONAL RESPONSIBILITY:**

Compensation for Temporary Additional Responsibility will be paid in accordance with the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules except as follows:

Employees employed as an Associate Civil Engineers, Assistant Engineer, or GIS Analyst may be assigned to manage the Town's National Pollutant Discharge Elimination System (NPDES) program. These employees, when assigned this additional responsibility, will receive a 5% differential on their base pay for the duration of the assignment. Assignment of or removal of this additional responsibility is at the discretion of the Director of Public Works.

#### **ARTICLE 18 - JURY DUTY:**

Jury Duty will be granted in accordance with the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules.

#### **ARTICLE 19 - APPEAL OF CLASSIFICATIONS:**

Employees have the right to appeal the accuracy of their job classifications. An employee filing an appeal must submit a specific list of the essential duties the employee believes they are performing that are omitted from their current job description. This list will be reviewed by the supervisor, Administrative Services Director, and the Town Manager. If the Town determines that the classification is incomplete, it will update that document. The Town will also determine if the updated job description significantly changes the employee's duties justifying a salary range adjustment. If so, the Town will adjust the employee's range and the salary range of the position with no retroactivity.

**ARTICLE 20 - 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 appraisal system as described in Article 3 Section 3. However, the employee's performance-based pay would be in the form of a lump sum payment, not added to the base pay, and would be included in the employee's next payroll check and not on a separate check. The performance-based incentive pay will be paid based on the amounts calculated in accordance with Attachment "B". If an employee is not capped out and the PFP increase caps out their salary, any remaining increase will be paid in a lump sum with the total salary and lump sum payment not to exceed the total calculated increase.

A maximum incentive pay amount of \$5,000 per year is allowed for Mid-Management Group classifications.

If an employee's monthly pay is above the top of the pay range for his/her position, the employee will be eligible for incentive pay, adjusted for the annual amount he/she is paid above the top of the range. As an example, if monthly pay is \$200 above the top of the range for the entire evaluation year, the employee's annual pay would be approximately \$2,400 above the top of the range. If the employee earned \$4,000 in incentive pay through the pay for performance program, the actual amount paid would be \$1,600.

**ARTICLE 21 – HEALTH DENTAL AND VISION INSURANCE BENEFITS:**

The Town agrees to pay the following "fixed amount" contribution towards employee and dependent monthly health care premiums.

Coverage	Town Contribution	
	<u>Health</u>	<u>Vision</u>
Employee Only	1,216.95	18.18
Employee +1	1,862.48	16.68
Employee + Family	2,211.69	13.30

Coverage	Town Contribution
	Dental
Employee Only	44.63
Employee + Spouse	87.72
Employee + Child(ren)	103.57
Employee + Family	146.64

For the plan year beginning January 1, 2025 and each subsequent year covered by this Memorandum of Understanding, the Town agrees to increase the "fixed amount" contribution by the lesser of 10% or the increase in the CalPERS Gold plan for the plans for that year. The "fixed amount" contribution for dental and vision rates shall be increased by the lesser of 10% or the actual increase in the dental and vision rates, respectively. The employee shall pay any increase over this amount. If plan costs should increase by more than 20% year to year, the Town and Group agree to meet and confer as to the disposition of those cost increases. For purposes of calculating health care premium increases, rates shall include the base premium, administrative fee percentages, and GASB 45 costs.

Town retirees have access to the CalPERS Health Care Plan in accordance with plan specifications under CalPERS' "unequal method" of Town funding.

No later than June 30, 2025, or the approval of this MOU, whichever comes later, the Town will bring a proposal to the Town Council for the establishment of an MM Healthcare Designation. The proposal shall contain the following provisions for Council review:

- *Funding Strategy:* In years where the healthcare premiums for health, dental, or vision do not increase the full 10% provided for under this MOU, the difference between the amount budgeted and the actual amount paid will be set aside in an MM Healthcare Designation for use in future-year rate smoothing.
- *Use Policy:* If there is a balance in the Designation and the healthcare premium increases more than 10% the Town agrees to meet and confer to determine if an additional fixed rate increase shall be made from the balance of the designation. Fixed rate increases beyond the 10% negotiated rate will only be made if there is available funding in the Designation.
- *Funding Limits:* The Designation will be limited to a balance of \$75,000 at any one moment in time.
- Designation savings will be determined in June each year to coincide with the Town's budget years.

Employees who are able to provide reasonable evidence of alternative minimum essential health coverage (such as coverage provided by their spouse or domestic partner's employer, the U.S. Military, or another employer group health coverage other than the Town), will be eligible to receive compensation for opting out of the Town's health care coverage if they satisfy the eligible opt-out arrangement conditions described below. As compensation for opting out, an employee hired by the Town by February 1, 2011, will receive one half (1/2) of the monthly amount they would have otherwise received as a contribution at the time of opt out from the Town toward their health care based on the employee's eligible health care coverage (i.e. employee-only, employee +1, and employee + family coverage levels). Changes in the employee's eligible health care coverage level will result in changes in the opt out compensation amount (e.g. an employee's child "ages out" of the plan shall no longer be eligible for the employee + family-opt out coverage level). This amount will be distributed evenly over 24 of the Town's payroll periods for the coverage year. Employees hired by the Town after February 1, 2011 are only eligible for compensation for opting out in the amount of one half (1/2) of the Town's employee-only contribution regardless of their dependent or family status.

The eligible opt-out arrangement conditions that must be satisfied in order for an employee to receive compensation for opting out of the Town's health care coverage are as follows:

- a. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- b. A Tax Family means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year for which the eligible opt out arrangement applies;
- c. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
- d. The employee must provide the evidence/attestation every plan year;
- e. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- f. The compensation for opting out cannot be made if the Town knows or has reason to know that the employee or the employee's tax family member does not have alternative minimum essential coverage.

The Town will also maintain an Employee Wellness Program.

**ARTICLE 22 - CONTINUING EDUCATION REIMBURSEMENT:**

Employees shall be reimbursed for continuing education that benefits the employer and the employee as follows:

- a) The employee shall make a request to the Department Head to determine eligibility. The overall course of study or single classes must be related to the employee's employment with the Town. If eligible, the Department Head shall forward the request to the Administrative Services Director. If approved, the Administrative Services Director shall forward the request to the Town Manager for final approval.
- b) Reimbursement for continuing education is for tuition, lab fees and books and shall be based upon the grade received:
  - a. A = 100% reimbursement
  - b. B = 100% reimbursement
  - c. C = 100% reimbursement
  - d. If a class is pass/fail, and a pass is received, the eligible reimbursement is 100%.
  - e. If the class only provides a certificate of completion and the employee receives the certificate of completion, the eligible reimbursement is 100%.
  - f. Any grade less than a C, a fail in a pass/fail class or failure to provide a certificate of completion for non-graded classes are not eligible for reimbursement.
- c) The maximum annual reimbursement will be \$3,000 per fiscal year.

**ARTICLE 23 - DEFERRED COMPENSATION CONTRIBUTION:**

The Town shall match an employee's contribution to an approved deferred compensation plan up to \$2,000 per calendar year. This amount will be paid pro-rata over the Town's 26 pay periods.

**ARTICLE 24 - POLICE LIEUTENANTS:**

The following non-pay benefits commonly conferred to Police employees shall be provided to the Police Lieutenants:

Section 1: Sworn Lieutenants or Captains will participate in a separate Long-term and Short-term Disability Plan. This disability plan as well as Legal Defense Fund Coverage will be provided via the Police Officers' Research Association of California (PORAC). The Town will collect payroll deductions and transmit payment for the Disability coverage. The Town will pay for the Sworn Lieutenant's or Captain's membership and coverage in the PORAC Legal Defense Fund.

Section 2: Uniform. Lieutenants will be provided with the following uniforms upon hire:

<u>Description</u>	
Uniform Jacket	1
Uniform Tie`	1
Rain Gear Jacket	1
Snow suit	1
Coat	1
Uniform Boots (Summer)	1 Pair
Uniform Boots (Winter)	1 Pair
Class A Uniform Shirt - Long Sleeve	1
Class A Uniform Pant	1
Tie with Clip	1
Patrol Uniform Shirt - Short Sleeve	2
Patrol Uniform Shirt - Long Sleeve	2
Patrol Uniform Pants	2
Specialty Uniforms - as needed per assignment	
Rain Gear Jacket (Reflective "POLICE")	1
Uniform Badge	1
Patrol Baseball Hat	1
Patrol Beanie	1
Pant Belt	1
Metal Name Tags	2
Traffic Vest (Reflective "POLICE")	1
Patches - as required	

Section 3: Safety Equipment. Lieutenants will also be provided with the following safety equipment at the time of employment:

<u>Description</u>	
Bulletproof Vest (Threat Level IIIA)	1
Carrier for Bulletproof Vest	2
Outer Vest Carrier (Uniform)	1
Department approved firearm(s) and required number of magazines	1
Tactical Gun Light	1
Holster	1
Sam Brown Belt	1
Sam Brown Belt Keeper Straps	1
Magazine Carrier	1
Gear Bag	1
Baton (expandable)	1
Baton Carrier	1
Handcuffs	2 pair
Handcuff Case (1 double or 2 single)	1
O.C. Spray	1
O.C. Spray Carrier	1
Taser and Holster	1
Body Worn Camera	1
Cell Phone	1
Riot Helmet with Bag	1
Riot Baton	1
Gun Vault – Home	1
Gun Safe – Vehicle	1
Streamlight Flashlight (w/ Charger)	1
Flashlight Carrier	1
Key Ring Holder	1
Portable 2-Way Radio (w/ Charger & Extra Battery)	1
Portable Radio Carrier	1

Section 4. Uniform Allowance. 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 of employment with the Town. 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.

Section 5: Post Incentive Pay. Sworn Lieutenants or Captains who possess a Peace Officer Standard Training (POST) Supervisory Certificate shall receive an additional 5.0% above their base pay. Sworn Lieutenants or Captains who possess a POST Management Certificate shall receive an additional 5.0% for a total of 10.0% above their base pay.

Section 6: Police Dog Handler Pay. Police Lieutenant or Captain shall receive a \$3,510 annual stipend, paid in equal installments each pay period (\$135 per pay period) for training and handling duties of the Town's police dog.

Assignment of special duties in relation to the Town's police dog, is at the discretion of the Chief of Police and is based on the needs of the department.

**ARTICLE 25 – DEDUCTION FOR GROUP DUES:**

The Town will provide a mechanism for a payroll deduction for Group dues. An authorization form must be signed by each individual employee authorizing bi-weekly deductions for Group dues. The Town will not be responsible for administering the Group dues program. The Group is responsible for notifying the Town if dues should be stopped, discontinued, or resumed by any employee. The Group 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 or ACH payment to the Association for the dues collected during the related payroll period, based on the Group's preference. The Town agrees to incur the administrative cost resulting from the deductions. The Group indemnifies the Town to the extent required by SB 866.

In accordance with Assembly Bill (AB) 119, the Group's representative(s) are entitled to receive the name, job title, department, work location, work/home/personal cellular telephone number, personal email addresses on file with the employer, and home addresses of newly hired employees within 30 days of hire or by the first pay period, and to receive a list of such information for each represented employee every 120 days. AB 119 also enables the Group representative(s) to receive notice ten (10) days in advance of the date, time, and location of the new hire paperwork meeting. The Town will notify the Group's representative(s) when a new represented member will be starting employment and provide their name, job title, and department. The Group's representative(s) will alert the Town if other information is requested or if the Group would like to receive regular information updates.

**ARTICLE 26 - 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 determine methods of financing;
- f. To determine types of equipment or technology to be used;

- g. 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;
- h. 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.
- i. 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;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees; and
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the Town.

**ARTICLE 27 - 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 affecting wages, hours, terms of employment and working conditions.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Town of Truckee.

**ARTICLE 28 - GROUP RESPONSIBILITY:**

In the event that the Group, its officers, agents, representatives or members engage in any of the conduct prohibited in Article 28, Prohibited conduct, Section 1, the Group or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article 28, Prohibited conduct, Section 1, and return to work.

**ARTICLE 29 - NO STRIKE--NO LOCKOUT:**

**PROHIBITED CONDUCT**

Section 1: The Group, its officers, agents, representatives and/or members during the term of this Agreement, shall not cause or condone any strike, sympathy 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 discipline up to and including termination by the Town.

**ARTICLE 30 - TOWN FACILITIES:**

The Group may use Town facilities to conduct meetings for negotiation purposes, provided the meetings do not occur during employees' work hours and are pre-approved by the Town Manager or designee.

**ARTICLE 31 - RELEASE TIME:**

Up to a cumulative total of 75 hours of release time per year will be provided to Mid-Manager Group members to be used for approved (non-organizing) Membership business. Among other issues, the Membership release time may specifically be used for representation at employee disciplinary hearings, meetings with employees over disciplinary items, to meet and confer with Town management, bi-weekly banking, and Membership-related conferences. The Membership will use best efforts to conduct business outside of normal working hours, arrange any membership business so as to avoid interference with job performance during working hours, and no overtime will be created by the use of Release Time by the Membership. The determination of eligible employees and use of this time will be at the discretion of the Membership Liaison Committee and communicated to the Administrative Services Director. An employee entitled to release time under this section must receive approval from his/her supervisor regarding the employee's temporary absence from the workplace.

**ARTICLE 32 - ENTIRE MEMORANDUM OF UNDERSTANDING:**

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the Town, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding 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 following any legally required meet and confer in accordance with the exercise of Town rights under this Agreement and applicable State law.

**ARTICLE 33 - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:**

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate regarding wages, hours, and terms of conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may negotiate during the term of this Memorandum under three circumstances. First, they may negotiate by mutual agreement, in writing, about any matter during the term of this Memorandum. Second, the Town may initiate negotiation to amend this Memorandum and/or any Town policy or rule due to changes in Federal and/or State law. Third, they may negotiate whenever another provision of this Memorandum provides for an opportunity to do so.

**ARTICLE 34 - [RESERVED]:**

**ARTICLE 35 - ADVERSE FINANCIAL IMPACT:**

In the event that the Town suffers substantial economic hardship during the term of this agreement, the parties agree to meet and confer regarding reopening this agreement about ways 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 year to year General Fund revenues of five percent (5%); a reduction in year-to-year General Fund reserves of thirty percent (30%) or more; an unbudgeted increase year to year of ten percent (10%) or more in Town expenses; 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 36 -SEPARABILITY:**

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

**ARTICLE 37 - FULL FORCE & EFFECT**

All provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding including during negotiations for its successor and while any impasse procedures are being used in the event those negotiations reach impasse.

**ARTICLE 38 -TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on July 1, 2024, and shall continue in full force and effect through June 30,2027.

**ARTICLE 39 - RATIFICATION AND EXECUTION:**

The Town and the Group acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Group and 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 Group and entered into this \_\_\_\_\_ 28th day of May \_\_\_\_\_ 2024.

**TOWN OF TRUCKEE**

By: Jen Callaway  
Jen Callaway, Town Manager

By: Nicole Casey  
Nicole Casey, Admin Services Director

**MID-MANAGEMENT EMPLOYEES GROUP**

By: Larry Menth  
Larry Menth, Negotiator

By: Kyle Vickers  
Kyle Vickers, Appointed Representative

By: Chantal Birnberg  
Chantal Birnberg, Appointed Representative

By: Riley Morrison  
Riley Morrison, Appointed Representative

**Attachment A**  
**Town of Truckee Wage Matrix**

Grade Order 2023-2024 - Effective 05/12/2024

RANGE	FLSA Status	Minimum	MidPoint	Control Point	Maximum	Position
1	N	\$17.70	\$20.80	\$22.12	\$23.90	
2	N	\$18.59	\$21.84	\$23.22	\$25.10	
3	N	\$19.52	\$22.93	\$24.40	\$26.33	
4	N	\$20.50	\$24.08	\$25.61	\$27.66	
5	N	\$21.51	\$25.28	\$26.90	\$29.05	Intern
6	N	\$22.59	\$26.54	\$28.23	\$30.49	
7	N	\$23.72	\$27.87	\$29.64	\$32.03	
8	N	\$24.91	\$29.26	\$31.13	\$33.63	Maintenance Worker
9	N	\$26.16	\$30.72	\$32.70	\$35.30	Animal Caretaker I Custodian Office Assistant
10	N	\$27.47	\$32.27	\$34.31	\$37.07	Street Maintenance/Equipment Operator I
11	N	\$28.84	\$33.88	\$36.03	\$38.93	Animal Caretaker II Police Officer Trainee
12	N	\$30.27	\$35.57	\$37.84	\$40.87	Community Services Officer I Facilities Maintenance Worker I Parking Technician Police Records Technician Street Maintenance/Equipment Operator II
13	N	\$31.78	\$37.34	\$39.73	\$42.92	
14	N	\$33.38	\$39.22	\$41.72	\$45.06	Accounting Technician Administrative Technician Community Services Officer II Engineering Technician I Equipment Mechanic I Facilities Maintenance Worker II GIS Technician Executive Assistant to the Chief of Police Permit Technician Planning Technician Property and Evidence Technician Senior Street Maintenance Worker/Equipment Operator
15	N	\$35.05	\$41.18	\$43.83	\$47.31	
16	N	\$36.79	\$43.24	\$46.00	\$49.68	Accountant I Engineering Technician II Equipment Mechanic II Human Resources Technician Permit Coordinator Senior Facilities Maintenance Worker

**Attachment A  
Town of Truckee Wage Matrix**

Grade Order 2023-2024 - Effective 05/12/2024

<b>RANGE</b>	<b>FLSA Status</b>	<b>Minimum</b>	<b>MidPoint</b>	<b>Control Point</b>	<b>Maximum</b>	<b>Position</b>
17	N	\$38.63	\$45.42	\$48.29	\$52.15	Animal Shelter Supervisor Assistant Planner Building Inspector/Plans Examiner I Code Compliance Officer Human Resources Analyst I Information Technology Technician Police Support Services Supervisor Program Analyst I
17P	N	\$39.44	\$46.35	\$49.32	\$53.27	Police Officer Reserve Police Officer
18	N	\$40.58	\$47.65	\$50.70	\$54.76	Accountant II Senior Equipment Mechanic
19	E	\$7,184.36	\$8,441.64	\$8,980.45	\$9,698.90	Animal Shelter Manager Associate Planner Communications Program Manager Deputy Town Clerk Human Resources Analyst II Program Analyst II
19H	N	\$42.60	\$50.05	\$53.26	\$57.51	Building Inspector/Plans Examiner II Facilities Maintenance Supervisor Program Analyst II Street Maintenance Supervisor
20	E	\$7,543.61	\$8,863.73	\$9,429.50	\$10,183.87	GIS Analyst Senior Accountant
21	E	\$7,920.78	\$9,306.92	\$9,900.96	\$10,693.05	Assistant Engineer Information Technology Systems Analyst Emergency Services Coordinator
21H	N	\$46.97	\$55.18	\$58.71	\$63.41	Assistant Engineer Building Inspector/Plans Examiner III Construction Inspector Fleet Maintenance Supervisor
21P	N	\$47.96	\$56.34	\$59.93	\$64.75	Police Sergeant Reserve Police Sergeant
22	E	\$8,316.82	\$9,772.25	\$10,396.03	\$11,227.71	Senior Planner
22H	N	\$49.32	\$57.95	\$61.65	\$66.57	Senior Planner
23	E	\$8,732.67	\$10,260.86	\$10,915.83	\$11,789.09	Associate Civil Engineer Diversity Equity Inclusion Program Manager Sustainability Program Manager

**Attachment A**  
**Town of Truckee Wage Matrix**

Grade Order 2023-2024 - Effective 05/12/2024

RANGE	FLSA Status	Minimum	MidPoint	Control Point	Maximum	Position
24	E	\$9,169.29	\$10,773.92	\$11,461.61	\$12,378.53	Human Resources Manager Principal Planner Transportation Program Manager
25	E	\$9,627.74	\$11,312.62	\$12,034.68	\$12,997.46	Economic Program Manager Emergency Services Program Manager Finance Manager Fleet Facilities Trails Manager Planning Manager Police Administrative Manager Street Maintenance Manager Housing Program Manager
26	E	\$10,109.14	\$11,878.25	\$12,636.41	\$13,647.34	Senior Civil Engineer
26H	N	\$59.94	\$70.42	\$74.93	\$80.92	Senior Civil/Resident Engineer
27	E	\$10,614.61	\$12,472.15	\$13,268.25	\$14,329.73	Chief Building Official
28	E	\$11,145.34	\$13,095.76	\$13,931.65	\$15,046.20	Engineering Manager Chief Information Security and Technology Officer Police Lieutenant Town Planner
28DH	E	\$10,745.49	\$12,625.95	\$13,431.86	\$14,506.41	Assistant to the Town Manager Town Clerk
29	E	\$11,702.59	\$13,750.56	\$14,628.24	\$15,798.50	Assistant Public Works Director
30	E	\$12,439.26	\$14,616.11	\$15,549.06	\$16,792.99	Police Captain
31	E	\$12,439.23	\$14,616.11	\$15,549.06	\$16,792.98	Administrative Services Director Community Development Director
32	E	\$13,061.20	\$15,346.93	\$16,326.51	\$17,632.64	
33	E	\$13,714.27	\$16,114.28	\$17,142.83	\$18,514.27	
34	E	\$14,399.99	\$16,919.98	\$17,999.97	\$19,439.99	Chief of Police Director of Public Works/Town Engineer Town Attorney
35	E	\$15,119.98	\$17,765.98	\$18,899.97	\$20,411.99	Town Manager

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

<b>Town's Year-on-Year Budgeted Revenue Increase</b>	<b>PFP Pool</b>	<b>Range of Increases Available in Pool</b>
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%

<b>1% POOL</b>	
<u>Evaluation</u>	
<u>Score</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%

<b>2% POOL</b>	
<u>Evaluation</u>	
<u>Score</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%

<b>3% POOL</b>	
<u>Evaluation</u>	
<u>Score</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%

<b>5% POOL</b>	
<u>Evaluation</u>	
<u>Score</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" MOU Revenue Change Calculation

### GENERAL FUND REVENUE 2024/25 REVENUE BUDGET

101.000.00 General Fund							
ACCOUNT		2022/23 ACTUAL	2023/24 AMENDED BUDGET	2023/24 ESTIMATED ACTUALS	2024/25 PROPOSED BUDGET	% CHG BUD TO BUD	Include in MOU Rev. Calc?
40.11	Property Tax - Secured Current Yr	14,483,597	14,587,902	15,447,554	16,065,456	10.1%	x
40.20	Property Tax - Unsecured Current Yr	233,057	232,188	271,780	277,216	19.4%	x
40.25	Property Tax - Unsecured Prior Yrs	5,626	-	4,088	-		x
40.30	Supplemental Secured Current Yr	626,485	200,000	272,438	200,000		x
40.40	Supplemental Unsecured Current Yr	21,284	-	6,247	-		x
40.50	Supplemental Prior Years	2,279	-	803	-		x
40.61	RPTTF - RSA Residual	301,926	280,000	300,000	300,000	7.1%	x
40.70	Real Property Transfer Tax	342,337	400,000	435,442	400,000		x
41.10	Sales & Use Tax	6,522,508	6,696,071	6,493,394	6,599,451	-1.4%	x
41.30	Transient Occupancy Tax	6,484,317	5,250,000	5,250,000	5,250,000		x
41.50	Franchise Tax	1,581,578	1,350,000	1,500,000	1,500,000	11.1%	x
40.80	Homeowner's Property Tax Relief	97,988	90,000	89,080	90,000		x
45.11	Property Tax - In-Lieu MVL Fee	2,254,081	2,050,000	2,446,742	2,495,677	21.7%	x
45.12	Motor Vehicle License Fees	17,528	13,000	21,000	16,000	23.1%	x
45.40	NVC Pass Through Payment	118,259	87,550	137,800	141,934	62.1%	x
45.90	TTUSD - SRO Reimbursement	-	100,805	182,505	99,576	-1.2%	x
42.10	Animal Licenses	27,225	25,000	21,045	22,000	-12.0%	x
44.10	Interest Income - County	41,332	18,360	46,000	40,000	117.9%	x
44.20	GASB 31 MV Adjustment	(338,736)	-	1,458,959		0.0%	x
44.30	Interest Income - Investments	1,000,643	875,697	1,680,000	1,500,000	71.3%	x
47.5*	Lease Revenue	-	-	-	-		x
43.05	Court Fines	74,803	65,000	87,973	75,000	15.4%	x
45.76	POST Reimbursement	33,777	10,000	23,000	15,000	50.0%	x
46.40	Special Police Dept Services	21,852	30,000	27,000	27,000	-10.0%	x
46.41	Police Special Event Reimbursement	52,337	45,000	45,000	45,000		x
42.28	Plan Check & Inspection Fees	135,385	130,000	140,000	150,000	15.4%	x
47.04	Channel 6 Subscriber Contributions	48,970	50,000	50,000	50,000		x
		34,190,438	32,586,574	36,437,850	35,359,309	8.5%	