

**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-Millias-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 - NON-DISCRIMINATION:**

The Town and the Group agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap, or any other protected classification defined in the Town's Personnel Rules, or exercise of rights under the Meyers-Millias-Brown Act. The Town and the Group shall re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

**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: Attachment "A" includes a continuation of the 3.0% Cost of Living increase provided by the Parties' side letter dated October 2022 and an additional 0.7% Cost of Living increase. The 3.0% Cost of Living increase shall continue to be applied to employee wages without a gap between the side letter term and effective date of this agreement. The 0.7% Cost of Living increase shall be applied to employee wages effective the first day of the pay period encompassed within by the date of Town Council adoption of this Agreement. For Fiscal Year 2023-24, beginning in the first full pay period of July 2023, beginning July 9, 2023, a cost of living adjustment of 4.5% shall be applied to employee wages as of June 30<sup>th</sup> as well as to the pay ranges referenced in Attachment "A".

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: Market-Based Base Wage Adjustment: As a result of the 2022 Compensation and Classification Study, employees employed by the Town as of the execution date of this MOU in any of the positions identified in Attachment "D" will receive three market-based wage adjustments, as specified in Attachment "D". The first market-based base wage adjustment will be implemented beginning the first day of the pay period encompassed within by the date of Town Council adoption of this Agreement. The second adjustment will be implemented beginning with the first full pay period in July 2023, beginning July 9, 2023. The third adjustment will be implemented beginning with the first full pay period in October 2023, beginning October 1, 2023. Employees hired or promoted into any position listed in Attachment "D" after the execution of this MOU are not entitled to a market-based base pay adjustment. Positions that are not identified in Attachment "D" are not entitled to a market-based base wage adjustment.

Section 5: 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.

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 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 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. 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 additional service credit due to pending layoffs, transfers or demotions.

No EPMC 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 EPMC 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.

**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 shall be entitled to sick leave benefits specified in the Town's Personnel Rules adopted May 11, 2021 or subsequently revised Town Personnel Rules, except as follows: for MM employees with greater than five but less than ten years of service, 50% of the sick leave balance may be paid in cash at the then base hourly rate, up to a maximum of 500 hours upon separation. For MM employees with ten or more years of service, 75% of the sick leave balance may be paid in cash upon separation. In cases of retirement, the employee may cash 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 when 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 \$300 cumulatively for two calendar years for Fleet and Facilities Manager, Street Manager, Chief Building Official, and/or any other positions

requiring boots for safety reasons.

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

Any additional classifications shall be included if the classification meets the safety boot requirement for the position. 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 disability premium. The Town agrees to incur the administrative costs resulting from the deductions and reporting requirements.

By July 1, 2023, The Town agrees to research and present to the Group available options for employee-paid short-term disability insurance.

#### **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.

#### **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 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 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 in 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:**

For the health plan year 2023, the Town will pay the following fixed contribution amounts toward employee and dependent monthly health care premiums:

Coverage	Town Contribution	
	<u>Health</u>	<u>Vision</u>
Employee Only	1,050.63	12.31
Employee +1	1,765.27	17.33
Employee + Family	2,200.19	30.17

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

For the plan years beginning January 1, 2024, 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 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.

Employees who are able to provide proof of health coverage provided by their spouse or domestic partner's employer, the U.S. Military, or another employer group coverage other than the Town, will be eligible to opt out of the Town's health care coverage. In compensation for opting out the employee will receive one half (1/2) of the monthly amount they would receive as a contribution at the time of opt out from the Town toward their health care. Changes in the employee's health care status will result in changes in the opt out compensation (e.g.: an employee's child "ages out" of the plan shall no longer be eligible for the family-opt out 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 Employee-only compensation regardless of their dependent status.

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. The Department Head shall forward the request with a recommendation to the Administrative Services Director who 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 = 85% reimbursement
  - c. C = 70% reimbursement
  - d. Any grade less than a C is not eligible for reimbursement. If a class is pass/fail, the eligible reimbursement is 85%.
- c) The maximum annual reimbursement will be \$2,500 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: Membership. The Town will continue to pay for the Lieutenants' membership in the California Peace Officers' Association

Section 2: Uniform. Lieutenants will be provided 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") 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.

**ARTICLE 25 - 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.
- l. 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 26 - 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 27 - GROUP RESPONSIBILITY:**

Section 1: 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.

Section 2: If the Group 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 28, Prohibited conduct, Section 1.

## **ARTICLE 28 - 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, 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 Group fails, in good faith, to perform all responsibilities in Article 27, Group Responsibility, the Town may suspend any and all of the rights and privileges accorded to the Group under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Group, grievance procedures, right of access and the use of the Town's bulletin boards and facilities.

## **ARTICLE 29- TOWN FACILITIES:**

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

## **ARTICLE 30 - 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 31 - 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 32 - 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 or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. 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 term of this Memorandum.

## **ARTICLE 33 - 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 Memorandum of Understanding 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 Memorandum of Understanding and any Personnel Rules and policies.

## **ARTICLE 34 - 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 35 -SEPARABILITY:**

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

**ARTICLE 36 - 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.

**ARTICLE 37-TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on January 8, 2023, and shall continue in full force and effect through June 30,2024. The parties agree that the pay-for-performance pool for FY 2023/2024 defined in Article 3 and Article 20 will not be determined until the Property Assessed Value letter is received from the County of Nevada.

**ARTICLE 38 - 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 [DATE], 2023.

**TOWN OF TRUCKEE**

By: \_\_\_\_\_  
Jen Callaway, Town Manager

By: \_\_\_\_\_  
Nicole Casey, Dir. Of Admin. Services

**MID-MANAGEMENT EMPLOYEES GROUP**

By: \_\_\_\_\_  
Jenna Gatto

By: \_\_\_\_\_  
Scott Mathot

By: \_\_\_\_\_  
Deverie Acuff

**Attachment A**  
**Town of Truckee Wage Matrix**  
Grade Order 2022-2023 - Effective 01/08/2023

RANGE	FLSA Status	Minimum	MidPoint	Control Point	Maximum	Position
1	N	\$16.06	\$18.87	\$20.07	\$21.68	
2	N	\$16.86	\$19.81	\$21.06	\$22.76	
3	N	\$17.70	\$20.80	\$22.13	\$23.89	
4	N	\$18.59	\$21.84	\$23.23	\$25.09	
5	N	\$19.51	\$22.93	\$24.40	\$26.35	Intern
6	N	\$20.49	\$24.08	\$25.61	\$27.66	
7	N	\$21.51	\$25.28	\$26.89	\$29.05	
8	N	\$22.59	\$26.54	\$28.24	\$30.50	Maintenance Worker
9	N	\$23.72	\$27.87	\$29.66	\$32.02	Animal Caretaker I Custodian Office Assistant
10	N	\$24.91	\$29.27	\$31.12	\$33.62	Street Maintenance/Equipment Operator I
11	N	\$26.16	\$30.73	\$32.68	\$35.31	Animal Caretaker II Police Officer Trainee
12	N	\$27.46	\$32.27	\$34.32	\$37.07	Community Services Officer I Facilities Maintenance Worker I Police Records Technician Street Maintenance/Equipment Operator II
13	N	\$28.83	\$33.87	\$36.04	\$38.93	
14	N	\$30.28	\$35.57	\$37.84	\$40.87	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	\$31.79	\$37.35	\$39.75	\$42.91	
16	N	\$33.37	\$39.22	\$41.72	\$45.06	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 2022-2023 - Effective 01/08/2023

<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	\$35.04	\$41.20	\$43.80	\$47.30	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	\$36.47	\$42.87	\$45.61	\$49.25	Police Officer Reserve Police Officer
18	N	\$36.81	\$43.22	\$45.99	\$49.67	Accountant II Senior Equipment Mechanic
19	E	\$6,547.61	\$7,693.45	\$8,184.51	\$8,839.28	Animal Shelter Manager Associate Planner Communications Program Manager Deputy Town Clerk Human Resources Analyst II Facilities Maintenance Supervisor Program Analyst II Street Maintenance Supervisor
19H	N	\$38.64	\$45.40	\$48.30	\$52.16	Building Inspector/Plans Examiner II Program Analyst II Street Maintenance Supervisor
20	E	\$6,875.01	\$8,078.13	\$8,593.76	\$9,281.26	GIS Analyst Senior Accountant
20H	N	\$40.57	\$47.66	\$50.73	\$54.76	Senior Accountant
21	E	\$7,218.76	\$8,482.04	\$9,023.44	\$9,745.32	Assistant Engineer Information Technology Systems Analyst Building Inspector/Plans Examiner III Program Coordinator
21H	N	\$42.60	\$50.05	\$53.25	\$57.51	Construction Inspector Fleet Maintenance Supervisor Assistant Engineer Building Inspector/Plans Examiner III
21P	N	\$44.34	\$52.10	\$55.41	\$59.86	Police Sergeant Reserve Police Sergeant
22	E	\$7,579.69	\$8,906.12	\$9,474.62	\$10,232.59	Senior Planner
22H	N	\$44.73	\$52.56	\$55.91	\$60.38	Senior Planner
23	E	\$7,958.69	\$9,351.44	\$9,948.35	\$10,744.21	Associate Civil Engineer Diversity Equity Inclusion Program Manager Sustainability Program Manager



**Attachment A**  
**Town of Truckee Wage Matrix**  
Grade Order 2022-2023 - Effective 01/08/2023

<b>RANGE</b>	<b>FLSA Status</b>	<b>Minimum</b>	<b>MidPoint</b>	<b>Control Point</b>	<b>Maximum</b>	<b>Position</b>
24	E	\$8,356.61	\$9,819.02	\$10,445.76	\$11,281.42	Housing Program Manager Human Resources Manager Transportation Program Manager
24H	N	\$49.32	\$57.94	\$61.65	\$66.58	
25	E	\$8,774.43	\$10,309.97	\$10,968.04	\$11,845.48	Economic Program Manager Emergency Services Coordinator Finance Manager Fleet Facilities Trails Manager Planning Manager Police Administrative Manager Street Maintenance Manager Housing Program Manager
26	E	\$9,213.16	\$10,825.47	\$11,516.44	\$12,437.77	Senior Civil Engineer
26H	N	\$54.37	\$63.88	\$67.96	\$73.40	Senior Civil/Resident Engineer
27	E	\$9,673.83	\$11,366.74	\$12,092.28	\$13,059.67	Chief Building Official
28	E	\$10,157.52	\$11,935.07	\$12,696.88	\$13,712.64	Engineering Manager  Chief Information Security and Technology Officer Police Lieutenant Town Planner
28DH	E	\$10,282.77	\$12,082.25	\$12,853.45	\$13,881.73	Assistant to the Town Manager Town Clerk
29	E	\$10,665.38	\$12,531.84	\$13,331.73	\$14,398.27	Assistant Public Works Director
30	E	\$11,336.76	\$13,320.67	\$14,170.94	\$15,304.61	Police Captain
31	E	\$11,903.57	\$13,986.71	\$14,879.48	\$16,069.84	Administrative Services Director Community Development Director
32	E	\$12,498.76	\$14,686.06	\$15,623.45	\$16,873.34	
33	E	\$13,123.70	\$15,420.36	\$16,404.62	\$17,717.00	
34	E	\$13,779.89	\$16,191.37	\$17,224.85	\$18,602.86	Chief of Police Director of Public Works/Town Engineer Town Attorney
35	E	\$14,468.89	\$17,000.94	\$18,086.10	\$19,533.00	Town Manager

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

Town's Year-on-Year Budgeted Revenue Increase	PFP Pool	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% - 3.99% increase:	3% Pool	0% - 4%
4% - 4.99% increase:	4% Pool	0% - 5%
5% or greater increase:	5% Pool	0% - 6%

1% POOL		
Evaluation		
Score	% Increase	
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		
Evaluation		
Score	% Increase	
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		
Evaluation		
Score	% Increase	
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%	

4% POOL		
Evaluation		
Score	% Increase	
2.750 - 2.999	0.000%	
3.000 - 3.249	0.750%	
3.250 - 3.499	1.750%	
3.500 - 3.649	2.500%	
3.650 - 3.799	3.250%	
3.800 - 3.999	4.000%	
4.000 - 4.149	4.250%	
4.150 - 4.299	4.500%	
4.300 & above	5.000%	

5% POOL		
Evaluation		
Score	% Increase	
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**  
**2022/23 REVENUE BUDGET**

**MOU Revenue Change Calculation**

ACCOUNT		2021/22 AMENDED BUDGET	2022/23 PROPOSED BUDGET	% CHG BUD TO PROPOSED	2022/23 BUDGET W/ ADJ PROP TAX	% CHG BUD TO CONFIRMED	Include in MOU Rev. Calc?
<b>TAX REVENUE</b>							
40.11	Property Tax - Secured Current Yr	12,737,977	13,712,214	7.6%	14,250,255	11.9% x	
40.20	Property Tax - Unsecured Current Yr	195,589	208,250	6.5%	239,345	22.4% x	
40.25	Property Tax - Unsecured Prior Yrs	-	-		-	x	
40.30	Supplemental Secured Current Yr	160,000	200,000	25.0%	290,425	81.5% x	
40.40	Supplemental Unsecured Current Yr	-	-		-	x	
40.50	Supplemental Prior Years	-	-		-	x	
40.61	RPTTF - RSA Residual	180,000	175,000	-2.8%	175,000	-2.8% x	
40.70	Real Property Transfer Tax	320,000	400,000	25.0%	400,000	25.0% x	
41.10	Sales & Use Tax	5,360,400	6,383,089	19.1%	6,383,089	19.1% x	
41.30	Transient Occupancy Tax	4,200,000	5,000,000	19.0%	5,000,000	19.0% x	
41.50	Franchise Tax	1,200,000	1,250,000	4.2%	1,250,000	4.2% x	
	<b>Total Tax Revenue</b>	<b>24,353,966</b>	<b>27,328,553</b>	<b>12.2%</b>	<b>27,988,114</b>	<b>14.9%</b>	
<b>INTERGOVERNMENTAL REVENUE</b>							
40.80	Homeowner's Property Tax Relief	95,000	95,000		95,000	x	
45.11	Property Tax - In-Lieu MVL Fee	1,950,000	2,000,000	2.6%	2,000,000	2.6% x	
45.12	Motor Vehicle License Fees	12,000	13,000	8.3%	13,000	8.3% x	
45.40	NVC Pass Through Payment	85,000	87,550	3.0%	87,550	3.0% x	
45.90	TTUSD - SRO Reimbursement	98,761	75,233	-23.8%	75,233	-23.8% x	
	<b>Total Intergovernmental Revenue</b>	<b>2,240,761</b>	<b>2,270,783</b>	<b>1.3%</b>	<b>2,270,783</b>	<b>1.3%</b>	
<b>OTHER REVENUE</b>							
<i>Animal Services</i>							
42.10	Animal Licenses	23,000	25,000	8.7%	25,000	8.7% x	
<i>Interest Income</i>							
44.10	Interest Income - County	18,000	18,000		18,000	x	
44.20, 44.30	Interest Income - Investments	342,288	180,024	-47.4%	180,024	-47.4% x	
<i>Lease Revenue</i>							
47.50	Town Facility Tenant Leases	277,313	317,287	14.4%	317,287	14.4% x	
47.51	Depot Tenant Leases	30,725	31,433	2.3%	31,433	2.3% x	
<i>Public Safety Department</i>							
43.05	Court Fines	135,000	75,000	-44.4%	75,000	-44.4% x	
45.76	POST Reimbursement	10,000	10,000		10,000	x	
46.40	Special Police Dept Services	45,000	40,000	-11.1%	40,000	-11.1% x	
46.41	Police Special Event Reimbursement	45,000	50,000	11.1%	50,000	11.1% x	
<i>Engineering Division</i>							
42.28	Plan Check & Inspection Fees	90,000	105,000	16.7%	105,000	16.7% x	
<i>Miscellaneous Revenue</i>							
47.04	Channel 6 Subscriber Contributions	50,000	50,000		50,000	x	
	<b>Total Other Revenue</b>	<b>1,066,326</b>	<b>901,744</b>	<b>-15.4%</b>	<b>901,744</b>	<b>-15.4%</b>	
<b>TOTAL GENERAL FUND REVENUE</b>		<b>27,661,053</b>	<b>30,501,079</b>	<b>10.3%</b>	<b>31,160,640</b>	<b>12.7%</b>	

## ATTACHMENT "D"

### Market-Based Base Wage Adjustment Schedule

Class Title	Base Wage Adjustment 1 1/8/2023	Base Wage Adjustment 2 7/9/2023	Base Wage Adjustment 3 10/1/2023
Assistant Engineer	1.25%	0.625%	0.625%
Information Technology Systems Analyst	1.25%	0.625%	0.625%
Senior Planner	1.25%	0.625%	0.625%
Associate Engineer	1.25%	0.625%	0.625%
Human Resources Manager	3.75%	1.875%	1.875%
Transportation Program Manager	3.75%	1.875%	1.875%
Street Maintenance Manager	2.50%	1.250%	1.250%
Fleet, Facilities, and Trails Manager	2.50%	1.250%	1.250%
Planning Manager	2.50%	1.250%	1.250%
Police Administrative Manager	2.50%	1.250%	1.250%
Emergency Services Coordinator	3.75%	1.875%	1.875%
Senior Civil Engineer	2.50%	1.250%	1.250%
Chief Building Official	1.25%	0.625%	0.625%
Engineering Manager	2.50%	1.250%	1.250%
Chief Information Technology and Security Officer	2.50%	1.250%	1.250%
Police Lieutenant	5.00%	2.500%	2.500%