

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF TRUCKEE AND THE
TRUCKEE GENERAL EMPLOYEES' MEMBERSHIP ASSOCIATION**

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 Truckee General Employees' Membership Association (hereinafter called the "Membership") as the exclusive recognized bargaining agent for the employees in the Miscellaneous Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE 2 - NON-DISCRIMINATION:

The Town and the Membership agree that they shall not discriminate against any employee because of actual or perceived race, genetic information, sex (including gender, gender identity and gender expression), military or veteran status, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age (40 or over), sexual orientation (including heterosexuality, homosexuality, and bisexuality) or exercise of rights under the Meyers-Millias-Brown Act or any other protected classification as defined in the Town's Personnel Rules. The Town and the Membership 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 3.0% Cost of Living increase. Beginning July 9, 2023, a cost of living adjustment of 5.0% shall be applied to employee wages 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 attached Attachment "B". This schedule is based upon the Town's 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 Membership 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 General Employee 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 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.

Should the year-on-year increase in assessed valuation be above 4.5% and below 5.0% the Town and the Membership shall meet to determine if a 4% pay for performance pool is feasible for that fiscal year.

Section 4: All represented employees will select one of the following benefits:

- a. 2% of base pay contributed by Town to the employee's deferred compensation account contributed annually in each of the Town's 26 pay periods
OR
- b. An increase of \$50 per pay period for 24 pay periods during the year in Town contribution toward employee medical insurance costs

OR
- c. 1% of base pay contributed by the Town to the employee's deferred compensation contributed annually in each of the Town's 26 pay periods account AND an increase of \$25 per pay period for 24 pay periods during the year in Town contribution toward employee medical insurance costs.

Changes to the option will be available only one time per year in conjunction with the Town's open enrollment period for health insurance and implemented each December.

Section 5: Commercial Driver's License stipend. Employees in full-time Roads, Snow and Fleet positions who possess a valid California Commercial Driver's License (CDL) will receive a \$2,600 annual stipend, paid in equal installments each pay period. Eligible employees will have up to one (1) year from date of hire to obtain a CDL, or less time as determined by Division Head. Full-time Facilities positions will be eligible for the CDL Stipend with Department Head approval to fulfill Town operational needs, with the understanding that such employees will use the CDL as required by the Town.

ARTICLE 4 - OVERTIME:

All represented employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of forty (40) hours within the employer's regular work week. In order to be entitled to overtime, such overtime must be authorized by the supervisor and/or department head. Nothing herein is intended to limit or restrict 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 work week shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

Department heads shall designate work schedules for the employees of their appropriate departments to carry out the work herein provided. The department head may alter this schedule from time to time when needs of the department require.

ARTICLE 5 - SHIFT DIFFERENTIAL

Public Works employees shall be entitled to a 5% shift differential when working the night shift. Employees shall be entitled to a 5% shift differential when more than half of their regularly scheduled work shift falls between the hours of 6:00 p.m. and 6:00 a.m.

ARTICLE 6 - BILINGUAL PAY:

Upon request of the department head, and approval by the Town Manager, designated employees shall be paid time and one half of base hourly rate for the use of Spanish or American Sign Language (ASL) in the normal course and scope of employment. Eligible employees must prove proficiency in reading, speaking and writing Spanish or proficiency in communication and understanding ASL, on a biennial basis. Employees will be paid for the use of Spanish or ASL as requested by their supervisor or another supervisor/manager in a minimum increment of one hour. Such use can be approved in arrears within the same pay period.

ARTICLE 7 - EDUCATION REIMBURSEMENT:

Employees shall be reimbursed for continuing education expenditures of up to \$2,500 annually 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 current or potential future employment or position 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%.

ARTICLE 8- 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 in accordance with the Town's Personnel Rules.

ARTICLE 9 - RETIREMENT:

Section 1: 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 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.

Employees shall contribute 8% of pay to the plan.

- 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
- Sec. 209903 = Two (2) years additional service credit due to pending layoffs, transfers or demotions.

The Town agrees to maintain enrollment in the PERS 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.

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

- 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.

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 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 Truckee General Employees Membership Association 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 Truckee General Employees Membership Association, provided that the Town may implement such changes without the consent of the Truckee General Employees Membership Association 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 10 - HOLIDAYS:

Employees shall be entitled to the paid holidays specified in the Town's Personnel Rules.

ARTICLE 11 -VACATION:

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

ARTICLE 12 - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the Town's Personnel Rules except as follows: for GEM 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 Members 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 13 - LEAVES OF ABSENCE:

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

ARTICLE 14 - DONATION OF ACCRUED SICK, VACATION OR COMPENSATORY TIME:

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

ARTICLE 15 - 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.

ARTICLE 16 - BOOT ALLOWANCE:

Guidelines for reimbursement are as follows:

- 1) \$200 each fiscal year for purchase of approved safety boots.
- 2) Positions are eligible for boot allowance ONLY if safety boots are required for their position as determined by the department head.
- 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 17 - DISABILITY INSURANCE:

All regular full-time employees will participate and authorize a payroll deduction for the 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 Membership available options for employee-paid short-term disability insurance.

ARTICLE 18 - GRIEVANCE PROCEDURE:

The Grievance Procedure is outlined in the Town's Personnel Rules.

ARTICLE 19 - COMPENSATION FOR TEMPORARY ADDITIONAL RESPONSIBILITY:

Compensation for Temporary Additional Responsibility will be paid in accordance with the Town's Personnel Rules.

ARTICLE 20 - JURY DUTY:

Jury Duty will be granted in accordance with the Town's Personnel Rules.

ARTICLE 21 - 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 22 - STANDBY PAY:

The Town pays standby pay to the Community Services Officers in the Animal Services Division for any standby time incurred during the week and weekends. Standby time incurred from 5 p.m. to midnight shall be paid by the hour at 15% of the employee's hourly wage. Call-out pay during this time is a minimum of two (2) hours of overtime. From midnight until 8 a.m., standby pay shall not be paid, though the officer is required to respond to any call-outs. Call-out pay during this time is a minimum of four (4) hours of overtime. Officers will be compensated for one hour of overtime for any telephone responses to call-related issues during this time period. This response and overtime is subject to the supervisor's approval.

Facilities Division employees shall receive standby pay during standby hours as determined by the Division Manager at the rate of 15% of the employee's hourly wage. Call-out pay during this time is a minimum of two (2) hours of overtime. Facilities employees shall be compensated for four hours of overtime for call-out when they are not on standby. Should

they respond to a call out they will be required to work four hours, either on the call out issue or other tasks.

The Town pays standby pay to employees in the Public Works Department when deemed appropriate by the Public Works Director (PWD) or designee. The PWD or designee will determine the beginning and the end of the standby period and the number of employees needed for standby. It is the responsibility of the PWD or designee to schedule the standby to address coverage as well as safety issues. All standby pay is paid by the hour and is 15% of the employee's hourly wage.

ARTICLE 23 - DEDUCTION FOR MEMBERSHIP DUES:

The Town will provide for a payroll deduction for Membership dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Membership dues. The Town will not be responsible for administering the Membership dues program. The Membership 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 Membership for the dues collected during the related payroll period. The Town agrees to incur the administrative costs resulting from the deductions and reporting requirements. The Membership indemnifies the Town to the extent required by SB 866. In accordance with Assembly Bill (AB) 119, the Membership's representative(s) is(are) entitled to receive the name, job title, department, work location, work/home/person 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 Membership's Representative(s) to receive notice 10 days in advance of the date, time, and location of the new hire paperwork meeting. The Association representative(s) will alert the Town when such information is requested or if the Association would like to receive regular information updates.

ARTICLE 24 - COMPENSATION 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 hours (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 25 - 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 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 \$4,000 per year is allowed for Truckee General Employees' Membership Association 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 an employee's monthly pay is \$100 above the top of the range for the entire evaluation year, the employee's annual pay would be approximately \$1,200 above the top of the range. If the employee earned \$3,000 in incentive pay through the pay for performance program, the actual amount paid would be \$1,800

ARTICLE 26 – 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	1,106.32	11.92
Employee +1	1,693.16	15.80
Employee + Family	2,010.63	25.71

Coverage	Town Contribution
	<u>Dental</u>
Employee Only	43.20
Employee + Spouse	76.48
Employee + Child(ren)	88.71
Employee + Family	121.99

The above contribution amounts include the following changes from health plan year 2022: 10% fixed contribution increase, as provided in the 2018 MOU; 5% additional fixed contribution increase, effective beginning the first day of the pay period encompassed within by the date of Town Council adoption of this Agreement; and incorporation of the Health Rate Offset (currently offered to the Membership under a side letter, which expires upon Town adoption of this MOU) into the Town's fixed contribution;

For the health care 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 rates (year-on-year) 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 Membership agree to meet and confer as to the disposition of those cost increases.

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

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 27 - POST-RETIREMENT BENEFITS:

The Town will provide a matching contribution to the Employee's 457 Deferred Compensation account of up to \$1,000. The amount will be paid pro-rata over the Town's 26 annual pay periods.

ARTICLE 28 - RELEASE TIME:

Up to a cumulative total of 75 hours of release time per year will be provided to GEM 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 29 - 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 30 - 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 the right to represent themselves individually in their employment relations with the Town of Truckee.

ARTICLE 31 - MEMBERSHIP RESPONSIBILITY:

Section 1: In the event that the Membership, its officers, agents, representatives or members engage in any of the conduct prohibited in Article 32, Prohibited conduct, Section 1, the Membership 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 32, Prohibited conduct, Section 1, and return to work.

Section 2: If the Membership 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 32, Prohibited conduct, Section 1.

ARTICLE 32 - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Membership, its 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 Membership fails, in good faith, to perform all responsibilities in Article 31, Membership Responsibility, the Town may suspend any and all of the rights and privileges

accorded to the Membership under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Membership, grievance procedures, right of access and the use of the Town's bulletin boards and facilities.

ARTICLE 33 - 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 in accordance with the exercise of Town rights under this Agreement and applicable State law.

ARTICLE 34 - 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 35 - 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 Membership 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 36 - 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 General Fund revenues of five percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase 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 37 - SEPARABILITY:

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

ARTICLE 38 - 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 39 - 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.

ARTICLE 40 - RATIFICATION AND EXECUTION:

The Town and the Membership acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Membership 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 Membership and entered into this [DATE] 2023.

TOWN OF TRUCKEE

**TRUCKEE GENERAL EMPLOYEES'
MEMBERSHIP ASSOCIATION**

By: _____
Jen Callaway, Town Manager

By: _____
Representative Name

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
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Grade Order 2022-2023 - Effective 01/08/2023

RANGE	FLSA Status	Minimum	MidPoint	Control Point	Maximum	Position
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

RANGE	FLSA Status	Minimum	MidPoint	Control Point	Maximum	Position
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 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	
Performance Rating	% 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	
Performance Rating	% 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	
Performance Rating	% 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%

5% POOL	
Performance Rating	% 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	2022/23	% CHG BUD TO PROPOSED	2022/23	% CHG BUD TO CONFIRMED	Include in MOU Rev. Calc?
		AMENDED BUDGET	PROPOSED BUDGET		BUDGET W/ ADJ PROP TAX		
TAX REVENUE							
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	
	Total Tax Revenue	24,353,966	27,328,553	12.2%	27,988,114	14.9%	
INTERGOVERNMENTAL REVENUE							
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	
	Total Intergovernmental Revenue	2,240,761	2,270,783	1.3%	2,270,783	1.3%	
OTHER REVENUE							
<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	
	Total Other Revenue	1,066,326	901,744	-15.4%	901,744	-15.4%	
TOTAL GENERAL FUND REVENUE		27,661,053	30,501,079	10.3%	31,160,640	12.7%	