



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
February 15, 2012**

TO: Mayor and City Council
FROM: Alan H. Shear, Assistant City Manager
SUBJECT: Memorandum of Understanding between the City of Martinez and the Martinez Police Officers Association
DATE: February 9, 2012

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City of Martinez and the Martinez Police Officers Association (MPOA), for the contract period July 1, 2011 through June 30, 2015.

BACKGROUND:

Representatives of the City and MPOA have met and conferred on the issue of labor negotiations in accordance with provisions set forth in Government Code Section 3500, Meyers-Milias-Brown Act.

The City and MPOA have reached a Tentative Agreement that includes the following key provisions:

- The Term of the contract is four (4) years from July 1, 2011 through June 30, 2015.
- Retirement – Effective upon the earliest implementation date following Association ratification and Council approval of this MOU, new bargaining unit employees shall be covered by the CalPERS 3% @55 formula with final compensation determined by the average of the highest thirty-six (36) consecutive months compensation

Effective July 1, 2012, employees shall contribute toward the CalPERS Employer contribution rate as follows:

July 1, 2012 –	0.5%;
January 1, 2013 –	additional 0.5%
July 1, 2013 –	additional 0.5%
January 1, 2014 –	additional 0.5%
July 1, 2014 –	additional 1.0%
January 1, 2015 –	additional 1.0% for a total of 4%

- Salary – Effective January 1, 2015, the City will increase the base salary of the employees covered by the MOU, by two percent (2%).
- Uniform - For each year of this agreement , the City will issue each bargaining unit member a voucher for Two Hundred Twenty Five Dollars (\$225.00) for uniform replacement
- Medical Benefits - Effective January 1, 2015, the City will pay Seventy-Five percent (75%) of any increase in the Kaiser Bay Area premium. Employees selecting other plans than Kaiser Bay Area shall receive the same dollar contribution as for Kaiser Bay Area.
- In addition, the City and MPOA agreed to a number of changes to and clarifications of provisions as set forth in the attached red-lined version of the MOU.
- The parties agree that all other MOU language remains unchanged.

The attached draft Memorandum of Understanding incorporates the changes agreed to through the negotiation process. The MPOA members have met and voted to ratify the agreement.

ACTION:

Adopt the resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Martinez and the Martinez Police Officers Association.

Attachments

APPROVED BY:


City Manager

RESOLUTION NO. -12

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MARTINEZ AND MARTINEZ POLICE OFFICERS ASSOCIATION (MPOA) FOR THE CONTRACT PERIOD JULY 1, 2011 THROUGH JUNE 30, 2015

WHEREAS, representatives of the Martinez Police Officers Association (MPOA) and the City of Martinez have met and conferred on the issue of labor negotiations in accordance with provisions set forth in Government Code Section 3500 of the Myers-Milias-Brown Act; and

WHEREAS, the City and MPOA have reached a Tentative Agreement for the period July 1, 2011 through June 30, 2015; and

WHEREAS, the provisions of the Agreement have been presented to the City Council of the City of Martinez and have been incorporated into the Memorandum of Understanding attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute the Memorandum of Understanding between the City and the MPOA.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 15th day of February, 2012, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANEZ, CITY CLERK
CITY OF MARTINEZ

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARTINEZ**



**AND THE
MARTINEZ POLICE OFFICERS' ASSOCIATION**

MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION

~~January 1, 2009~~ July 1, 2011 THROUGH ~~June 30,~~
~~2010~~ June 30, 2015

MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

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MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

ARTICLE I-- ASSOCIATION RECOGNITION, ASSOCIATION MEMBERSHIP, AND DEDUCTION OF ASSOCIATION DUES

Pursuant to Government Code Section 3500 et seq. and City of Martinez Resolution No. 42, 1971 Series, City hereby recognizes the Martinez Police Officers' Association (MPOA) as the bargaining representative for purposes of representation of City employees within the Police Bargaining Unit in classifications as specified in this MEMORANDUM OF UNDERSTANDING in respect to pay, wages, hours, and other terms and conditions of employment for the duration of the agreement. City shall deduct dues from City employees and remit said dues to the Association on a monthly basis for the duration of this agreement.

ARTICLE II-- ASSOCIATION REPRESENTATION AND TIME OFF FOR ~~REPRESENTATIVE~~ REPRESENTATION DUTIES

The Association shall designate employee representatives, at the beginning of the term of this agreement, for purposes of meeting with management on terms and conditions of this agreement or representing employees during the process of handling grievances. There shall be no more than four (4) representatives for the sworn employees. Reasonable time off shall be allowed to meet with management, limited to one (1) representative and an outside representative who has been retained to represent the Association, to discuss matters of grievances, internal affairs hearings and/or provisions of this agreement, if the member so desires. In the event no outside representation is available or desired by the Association, two (2) Association members may, with Chief of Police approval, be allowed reasonable time off to attend to Association matters.

Regular Association business meetings shall not be held on City time, and City equipment and supplies are not to be used for Association business. City premises may be used to conduct business meetings, if scheduled in advance. Said use is considered a privilege which may be removed if abuse occurs. Employee representatives shall notify their immediate supervisors as to when leaving, how much time is to be taken, and when returning when meeting with management in an official capacity. Reasonable advance notice must be given. No more than one (1) employee representative may be gone from his/her job to work on the same matter unless an official meeting with management has been prearranged. Changes as to employees acting as employee representatives shall be sent to management at least one week in advance of said change.

ARTICLE III-- SCOPE AND TERM OF AGREEMENT

**MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION**

SECTION 3.1 SCOPE

This MEMORANDUM OF UNDERSTANDING entered into between the CITY OF MARTINEZ, hereinafter called "City", and the MARTINEZ POLICE OFFICERS' ASSOCIATION, hereinafter called "Association", represents the results of meeting and conferring in good faith in accordance with Section 3505 of the California Government Code.

The adjustments to wages, hours, and terms and conditions of employment that are set forth in this MEMORANDUM have been discussed in good faith between the parties hereto. Representatives of the Martinez Police Officers' Association and representatives of the City of Martinez have agreed to mutual recommendations to be presented to the City Council. This MEMORANDUM OF UNDERSTANDING incorporates all existing and modified terms regarding wages, hours, and conditions of employment for all employees of the Association, thereby superseding all previous agreements.

SECTION 3.2 TERM OF AGREEMENT

The term of this Memorandum of Understanding shall be from ~~January 1, 2009 through June 30, 2010.~~July 1, 2011 through June 30, 2015.

**ARTICLE IV--
MANAGEMENT RIGHTS**

The City retains the exclusive right, among others, in accordance with and subject to applicable laws and other regulations, and the provisions of this Memorandum of Understanding:

- A. To direct employees of the Police Department;
- B. To hire, promote, transfer, and assign employees in positions within the Department consistent with applicable classifications specifications;
- C. To dismiss employees because of lack of work or for other reasonable cause;
- D. To reprimand, demote, suspend, or discharge employees for cause;
- E. To determine the mission of the Department, its budget, its organization, the number of employees, and the methods and technology of performing its work;
- F. To determine staffing levels and schedule working hours and shifts except as specifically delineated in this MOU;
- G. To specify or assign work requirements and require overtime; and
- H. To take whatever action may be appropriate to prepare for and carry out its mission in situations of emergency.

MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

ARTICLE V-- SALARIES

SECTION 5.1 SALARY INCREASES

~~Effective January 1, 2009, the City will increase the base salary of the employees covered by the MOU, by an amount equal to the percent change in the Consumer Price Index between October 2007 and October 2008. The Consumer Price Index Report utilized will be the SF Bay Area, Urban Wage Earners and Clerical Workers. However the minimum adjustment paid under this provision shall be no less than two percent (2%) and no greater than three and one half (3.5%) (This represents a 3.5% increase effective January 1, 2009.)~~

~~Effective January 1, 2009, the City will provide an equity increase of one and one half percent (1.5%) for all bargaining unit members.~~

~~The City will provide an internal equity adjustment of two percent (2%) for sergeants on January 1, 2009 and an additional two percent (2%) effective January 1, 2010.~~

~~Effective the beginning of the first full pay period occurring on or after January 1, 2015, there will be an increase to base pay for all bargaining unit members of two percent (2%).~~

SECTION 5.2 PAYMENT OF WAGES WHEN TRANSITIONING TO OR FROM DAYLIGHT SAVINGS TIME:

~~In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one hour transition from Standard time to DST will be paid only for hours actually worked.~~

~~Employees working on a shift which includes the one hour transition shall use their accrued compensatory time or vacation time to make up the lost work hour. Alternatively the City may require the employee to work one additional hour.~~

~~In the fall when transitioning from DST, employees working during the one hour transition will be paid for all hours worked, and will be compensated, at the employee's option, at overtime pay rates or be credited equivalent compensatory time for the DST transition.~~

~~ARTICLE VI--BENEFITS AND COMPENSATION~~

~~SECTION 6.1 BENEFITS/INSURANCE PLANS~~

~~6.1.1 Medical~~

MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

~~The employees covered by this contract are covered under the California Public Employees Retirement System (CalPERS) Health Plan.~~

In the fall when transitioning from DST, employees working during the one hour transition will be paid for all hours worked, and will be compensated, at the employee's option, at overtime pay rates or be credited equivalent compensatory time for the DST transition.

ARTICLE VI BENEFITS AND COMPENSATION

SECTION 6.1 BENEFITS/INSURANCE PLANS

6.1.1 Medical

The employees covered by this contract are covered under the California Public Employees Retirement System (CalPERS) Health Plan.

The City shall pay one hundred percent (100%) of the premium cost at the Kaiser North-Bay Area premium level. Employees selecting plans other than Kaiser North-Bay Area shall receive the same dollar contribution as for the Kaiser plan.

Effective January 1, 2005, the City shall pay Eighty-five percent (85%) of the increase in the Kaiser Bay Area premium. Employees selecting other plans than Kaiser Bay Area shall receive the same dollar contribution as for Kaiser Bay Area.

Effective January 1st of each successive year of the Memorandum of Understanding when the premiums are increased by the carrier, the City will pay Eighty Percent (80%) of any increase in the Kaiser Bay Area premium.

Effective January 1, 2015, -the City will pay Seventy-Five percent (75%) of any increase in the Kaiser Bay Area premium. Employees selecting other plans than Kaiser Bay Area shall receive the same dollar contribution as for Kaiser Bay Area.

If the amount of the premium of the plan selected by the Employee is less than that paid by the City, the difference will be placed into the employee's deferred compensation account as provided in Article VI.1.7. If the amount of the premium is greater than the amount paid by the City, a payroll deduction from the Employee's pay shall be made for the difference.

~~The Association and the City agree to meet during the term of this agreement to review and discuss ways of reducing medical costs by considering alternative medical plans and carriers. Changes in plans shall be by mutual agreement.~~

The City contribution toward medical premium costs will not be made if the employee is absent without pay for more than ten (10) days during a calendar month.

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~~The City further agrees to provide comparable vision benefits through Vision Service Plan.~~

~~The Vision Service Plan will be modified to provide for hardware only and to exclude exams as soon as such a plan option becomes available.~~

6.1.2 Dental

City shall contribute one hundred percent (100%) of the premium for the Delta Dental Plan, which provides 80/20 co-payment on a \$2,500 basic benefit program with a \$50 per person/\$150 per family annual deductible. Such deductible shall be waived for diagnostic and preventive care.

6.1.3 Orthodontic

City shall pay one hundred percent (100%) of the premium for an orthodontic supplement to the City's dental plan, for all members assigned to the Association. The orthodontic plan covers all family members, including employee and spouse, with a Four Thousand Dollar (\$4,000) orthodontic lifetime benefit on an 80%/20% co-payment program.

6.1.4 Vision

~~The City agrees to provide comparable vision benefits through Vision Service Plan.~~

~~The Vision Service Plan will be modified to provide for hardware only and to exclude exams as soon as such a plan option becomes available.~~

6.1.45 Life Insurance

City agrees to pay the monthly premium costs for a life insurance policy which will provide coverage of two times (2X) the employee's annual gross salary, to a maximum of One Hundred Twenty Five Thousand Dollars (\$125,000;).

6.1.5—6 Long-Term Disability Insurance

Bargaining unit employees are covered through an LTD plan offered by the Peace Officers Research Association of California (PORAC). Each employee shall be responsible for payment of the LTD premium through payroll deduction. At any time during the term of this agreement, the Association, at its sole option and cost, may increase the benefit level of the PORAC LTD plan.

6.1.67 Health Plan and Dental Benefit to Survivors of Members of Association Killed in the Line of Duty

City agrees to pay 100% of premiums for health and dental benefits as described in this contract for the widow or widower and minor children of any member of the Association who is killed in the line of duty. Medical premiums will be paid at the Kaiser Bay Area rate. Premiums will be paid for the widow/widower and for dependent children of the deceased employee in accordance

MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

with state and federal law and standard procedures covering dependents.

6.1.78 ~~Medical Insurance Converted to 8~~ Deferred Compensation In-Lieu of Medical Coverage

International City/County Management Association – Retirement Corporation (ICMA) Deferred Compensation Plan shall be made available to MPOA members. The City agrees to pay one hundred percent (100%) of its contribution for single Kaiser Bay Area Plan coverage into ICMA Retirement Corporation in lieu of insurance coverage for those employees who can demonstrate that they have equivalent health coverage through their spouse or from another source.

~~During the term of this Agreement, the City and the MPOA agree to meet and confer over the plan design and options to establish a cafeteria plan through Section 125 of the Internal Revenue Code. Final plan design, within the boundaries prescribed by the IRS code, shall be by mutual agreement of the parties.~~

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SECTION 6.2 RETIREMENT

6.2.1 Retirement Contracts

City will provide, through the California Public Employees' Retirement System (CalPERS) the three percent (3%) at age 50 and Single Highest Year (SHY) retirement benefit for current sworn officers.

Effective upon the earliest implementation date following Association ratification and Council approval of this MOU, new bargaining unit employees shall be covered by the CalPERS 3% @55 formula with final compensation determined by the average of the highest thirty-six (36) consecutive months compensation.

Each employee's benefit level at retirement shall be determined in compliance with CalPERS regulations.

6.2.2 1959 Survivors' Benefit - Sworn Personnel

City agrees to maintain the Public Employees' Retirement System contract provision, in accordance with Government Code Sections 21380 and 21387 ~~in accordance with Sections 21380-21387 of the Government Code 21380-21387 regarding Public Employees' Retirement Law, which allows~~ for the 1959 Survivor Benefit at Level IV, for the families of sworn personnel who die prior to retirement, in accordance with term set forth in the code.

6.2.3 Employer Paid Member Contribution

City agrees to pay the normal member contributions (the 9%) as ~~employer~~ Employer paid ~~Paid member~~ Member contributions ~~Contributions (EPMC)~~ and report the same percent to ~~P.E.R.S.~~ CalPERS as compensation for all employees.

Effective July 1, 2012, employees shall contribute toward the CalPERS *Employer contribution rate as follows:

<u>July 1, 2012</u>	<u>0.5%;</u>
<u>January 1, 2013</u>	<u>additional 0.5%;</u>
<u>July 1, 2013</u>	<u>additional 0.5%;</u>
<u>January 1, 2014</u>	<u>additional 0.5%;</u>
<u>July 1, 2014</u>	<u>additional 1.0%; and</u>
<u>January 1, 2015</u>	<u>additional 1.0% .</u>

*If, during the term of this Agreement, at the State level, employees are required to pay any new amount toward employer/employee retirement contributions, the above employee contribution amounts toward the employer retirement benefit cost shall be applied toward such State-mandated new contribution.

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Any balance of employee contribution not paid by the employee shall be paid by the employer as EPMC and reported to CalPERS as compensation.

6.2.4 PERS - Credit for Unused Sick Leave Upon Service Retirement

City agrees to maintain PERS contracts ~~provision, in accordance with Section 20862.8 of the Government Code regarding Public Employees' Retirement Law, in accordance with Government Code Section 20862.8~~ for members of the Association, to allow for credit for unused accumulated sick leave upon service retirement. This benefit applies only to sick leave hours accrued by members of the Association while in the employ of the City of Martinez.

6.2.5 Retirement - Health Benefits

Employees represented by the Association who retire for service or disability ~~on~~ under PERS, shall receive retirement health benefits in accordance with the PERS Health Plan provisions. Benefit shall be paid at the rate paid for active employees pursuant to the benefits and compensation section of this MOU Article VI.1.1.

The City and MPOA agree to review ways of reducing future retiree medical costs for new employees. No change will be made to the existing retiree medical program without the mutual agreement of both parties. The parties agree to explore establishing a tiered retiree medical system for new employees that will provide full medical coverage after twenty (20) years of service with the City of Martinez. Any mutually agreed upon changes will only apply to new employees, hired after a date to be determined and after administrative or legislative changes are made to enable the City to establish such a tiered system. Benefits shall be paid at the rate paid for active employees pursuant to Article VI., Section 6.1.1.

6.2.6 Retiree Dental Benefit

The City agrees to pay ten dollars (\$10) per month to Police Officers who retire after July 1, 1991, toward the retirement dental benefit. Payment will be made twice per year in June and December of each year. Such payment will be discontinued for employees who retire after January 1, 2006.

SECTION 6.3 GENERAL BENEFITS AND ALLOWANCES

6.3.1 Salary in Lieu of Uniform Allowance

~~It is understood that the monthly salary of each represented employee has been increased by \$62.00 per month in lieu of receiving an annual uniform allowance~~ For each year of this agreement, the City will issue each bargaining unit member a voucher for Two Hundred Twenty Five Dollars (\$225.00) for uniform replacement and will pay for required safety equipment and replace/repair, at no cost to the bargaining unit member, uniforms and/or issued equipment damaged in the course and scope of employment.

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6.3.2 Court Appearances

City shall compensate all employees at the minimum rate of four (4) hours at the one and one-half (1- $\frac{1}{2}$ + $\frac{1}{2}$) times hourly rate for any court appearance providing that such appearance involves a lapse of time before or after the employee's work shift.

City shall compensate all employees in the Association at a minimum rate of five and one-half (5 $\frac{1}{2}$ + $\frac{1}{2}$) hours at the time and one-half rate for any court appearance –providing such court appearance occurs on the employee's day off.

Where multiple court appearances are scheduled outside an employee's regularly scheduled work-time, the employee shall be paid at the appropriate "court appearance" rate for appearing in morning court regardless of the actual number of separate appearances for the morning court session. Likewise the employee shall be paid at the appropriate "court appearance" rate for appearing in the afternoon or evening court regardless of the actual number of separate appearances for the afternoon court session or the evening court session.

Morning court is defined as court appearances scheduled before noon, afternoon court is defined as court appearances from noon through the end of the regular court day and evening court is defined as court appearances beginning after 1700 hours. "Separate appearances" is defined as actual appearances on separate and distinct matters with different case numbers.

Where an employee is required to appear several times in one day on the same case he or she shall be paid for one court appearance or the actual time worked whichever is greater.

Where an employee appears in a case in morning court and it is continued to the afternoon, and is also required to make a separate appearance on a different case in the afternoon, the employee shall be paid at the appropriate rate for both morning court and afternoon court, or the total actual hours, whichever is greater.

6.3.3 Call-Out

City shall compensate all employees at the minimum rate of four (4) hours at the one and one-half (1- $\frac{1}{2}$) times hourly rate for any call-out providing that such call out involves a lapse of time before or after the employee's work shift.

City shall compensate all employees in the Association at a minimum rate of five and one-half (5 $\frac{1}{2}$) hours at the time and one-half rate for any call out providing such call-out occurs on the employee's day off.

Call-out is defined as hours worked when an employee has already been relieved of duty, has left the station, and then is called back to duty for an unscheduled and required emergency response. Call-out time begins when the employee reports to the Department or scene. Call-out pay does not apply to meetings or training sessions or other work that does not fit within the definition of an unscheduled required emergency response.

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6.3.4 Pay for Meetings and/or Training During Non-Duty Time

Employees shall be paid for four (4) hours or actual time worked, whichever is greater, at the appropriate overtime rate for meetings or training sessions during non-duty time.

6.3.5 Premium Pay for Training of Personnel

City agrees to pay a five percent (5%) premium to Officers within the Association who are assigned to training of new employees. Premium will be paid only for those hours for which the trainer has been assigned to provide training for the term of this contract or until such time as this duty is assigned to another position.

It is the intent of this provision that assignments involving training shall be paid on an hour for hour basis for each hour the officer spends training a new employee or reserve officer.

6.3.6 Longevity Pay

Upon completion of fifteen (15) years of full-time service each employee in the association shall receive a five percent (5%) increase in salary. Upon completion of twenty (20) years of full-time service, each employee in the Association shall receive an additional two percent (2%) increase in salary for a total of seven percent (7%). ~~In addition, Sergeants shall receive an additional two and one-half percent (2.5%) at the completion of twenty five (25) years of service with the City of Martinez Police Department.~~ Effective June 30, 2011, upon completion of twenty-five (25) years of full-time service, each employee in the Association shall receive an additional two and one-half percent (2.5%) increase in salary for a total of nine and one-half percent (9.5%). The parties agree that the Longevity Pay percentages as stated in this section will not be compounded upon themselves: each percent increase will be applied to base pay.

6.3.7 Supplemental Salary - Detective Assignments

Officers assigned to the Detective Bureau will receive supplemental five percent (5%) salary.

6.3.8 Supplemental Salary - Corporal Assignments

Officers assigned to the position of Corporal will receive supplemental 5% salary.

6.3.9 Bilingual Pay

City agrees to pay represented employees bilingual pay in the amount of ~~\$85~~ One Hundred Dollars (\$100.00) per month for one language and ~~\$170~~ Two Hundred Dollars (\$200.00) per month for two or more languages. City shall designate eligible languages. American Sign Language (ASL) shall be included in the definition of a language.

Officer's certified by 15th of the month will be paid on the 1st of the month. Officer's certified after the 15th of the month, will be paid on the 1st of the following month.

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The determination of who is qualified to receive the bilingual pay shall be based on the following:

A. 1) Employees requesting to be considered for bilingual pay must submit a written request to Personnel. The request must state the qualifying language spoken ~~(including sign language).~~

B. 2) Upon receipt of the request, Personnel shall arrange for an oral or ASL testing procedure to certify proficiency.

C. 3) Upon receipt of certification, Personnel staff shall generate the appropriate Personnel Action form to initiate bilingual pay.

D. 4) Those employees who do not pass the testing procedure may submit a request to be re-tested after three months.

6.3.10 Canine Allowance

Represented employees who are assigned to the Canine Program shall receive \$200 per month as compensation for the care, feeding, grooming, transportation and handling of a police canine.

A. 1) Canine officers will be responsible for the normal costs associated with the feeding, boarding and care of the assigned canine, including routine veterinary care and vaccinations. Veterinary care above and beyond the normal care of the canine and boarding expenses associated with out-of-area training assignments shall be the responsibility of the Department.

B. 2) Canine officers may, at their option, use the canine patrol unit(s) for travel to and from the Department on work days.

6.3.11 Emergency Advance Paycheck

~~The City may provide emergency advance paychecks to permanent employees. Requests must be made to the City Manager who will have discretion of determining whether an emergency exists and whether the emergency advance check shall be issued.~~

6.3.11 Shift Differential

Effective January 1, 2010, bargaining unit members whose regular shift assignment is night shift, as defined in section~~Section~~ 11.2.1 of the MOU, shall receive a night shift differential of one hundred fifty dollars (\$150) per month. Effective July 1, 2010, night shift assignments of less than a full month will be compensated at the rate of Five Dollars (\$5.00) per day.

6.3.12 Information Technology Differential

Effective upon Association ratification and Council approval of this MOU, in the event an MPOA Unit member is assigned to perform Information Technology troubleshooting or repair services

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for the Police Department computer system, the employee will receive two and one-half percent (2.5%) differential pay for the shift. If the employee is called in to perform computer repair or troubleshooting and the employee is not on duty, the employee shall be paid a minimum of two (2) hours pay in addition to any applicable overtime pay.

6.3.13 Law Enforcement Activity During Commute

Employees who choose to drive City-owned vehicles to and from work are not entitled to compensation for time associated with their ordinary commute. However, to the extent that those employees are required to enforce the law during their commutes, they are required to record the time spent performing a law enforcement activity on their time cards and in accordance with the City's and Police Department's overtime policies.

SECTION 6.4 OVERTIME

6.4.1 Overtime Defined

Personnel in the Police representation unit shall be compensated at a rate of one and one-half (1 ~~1/2~~^{1 1/2}) times for their applicable hourly rate for all time worked in excess of eight (8) hours a day or forty (40) hours a week except:

A. 1)—For personnel who may be assigned to the "4-10" or "3-12" plans, overtime shall be paid for time in excess of ten (10) or twelve (12) hours a day; depending on the shift assigned; and

B. 2)—~~as As~~ required for shift changes.

6.4.2 Meal Allowance for Overtime

A meal allowance of Ten Dollars (\$10.00) shall be paid to any represented employee who works four (4) or more hours of unscheduled overtime. No second allowance will be paid if person works longer than four (4) hours.

In order that overtime shall be designated as scheduled overtime, the employee must be advised by his/her supervisor of the overtime by no later than the conclusion of the normal work schedule of the last working day prior to the overtime shift.

6.4.3 Overtime Worked on Holidays

All overtime hours worked on a recognized holiday will be compensated at a maximum rate of two and one-half (2 ~~1/2~~^{1 1/2}) times. The City reserves the right to determine the number of hours to be worked beyond the five and one-half (5 ~~1/2~~^{1 1/2}) hour provision contained in this contract (~~see Article VI, 3.2~~).

An employee required to work on a holiday in an overtime capacity should be paid at two and one

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half (2 ~~1/2~~) times their straight time rate for all hours worked not counting any compensation to be received for holiday in lieu of pay.

6.4.4 Limit on Number of Hours Worked

Absent an urgency condition, represented employees working a 5/8 plan may be required to work only one (1) twelve (12) hour shift in a twenty-four (24) hour period, or only three (3) twelve (12) hour shifts in any seven (7) day period. An employee assigned to work a 4/10 plan may be required to work only one (1) fourteen (14) hour shift in a twenty-four (24) hour period, or only three (3) fourteen (14) hour shifts in a seven (7) day period. An employee assigned to work a 3/12 plan may be required to work only one (1) sixteen (16) hour shift in a twenty-four (24) hour period, or two (2) sixteen (16) hour shifts in a seven (7) day period. An employee may work longer hours if he/she feels able to do so. Absent an urgency condition, an employee shall be allowed at least eight (8) hours between shifts worked.

6.4.5 Overtime on Days Off

Absent an urgency condition, a represented employee who is working on his/her day off will not be ordered in early or held over beyond the end of his/her shift.

6.4.6 Deferred Compensation

Employees may contribute into a deferred compensation account maintained by the City in accordance with plan rules.

~~Effective January 1, 2008, the City will no longer contribute to the deferred compensation account for the employees.~~

SECTION 6.5 COMPENSATORY TIME OFF

Employees in classifications assigned to the Association may elect compensatory time off in lieu of overtime, providing that the accumulation of such compensatory time shall not exceed ~~four hundred (400) hour. Effective January 1, 2005, the compensatory time balance shall not exceed three hundred (300) hours. Effective January 1, 2007, the compensatory time balance shall not exceed~~ two hundred and fifty (250) hours. The City shall cash out any accrued CTO above the cap in the month prior to the effective date of the reduction in maximum accrual. Scheduling of compensatory time off must be approved by the Department.

~~Fifty two (52) hours of compensatory time will be added to each covered employee's compensatory time off bank on January 1st of each year. Effective January 1, 2008, the City will no longer add fifty two hours of compensatory time to each employee's CTO bank.~~

6.5.1 Compensatory Time Buy-Back

Upon written request by the employee, the City will buy back compensatory time. The written request must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the

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twenty-third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for compensatory buy back shall be limited to one request per employee per month.

**ARTICLE VII--
HOLIDAYS/VACATION AND LEAVES**

SECTION 7.1 HOLIDAY LEAVE

Employees may be assigned to work holidays as part of the regular work schedule. If an employee works a holiday as part of the regularly scheduled workweek, the employee is paid straight time for the regularly scheduled shift and overtime beyond the regularly scheduled shift is paid at double time and one-half for all overtime hours worked. In addition, the employee will receive eight (8) hours, paid at time and one-half (or twelve hours of straight-time pay) as part of separate holiday check paid in December.

If the holiday falls on the employee's regularly scheduled day off, the employee is paid double time and one-half for all overtime hours worked on the holiday. In addition, the employee will receive eight (8) hours of straight-time pay as part of separate holiday check paid in December.

7.1.1 Holidays

For purposes of calculating compensation, the following days are recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November & Friday after Thanksgiving
Christmas Day	December 25

7.1.2 Appointed Holidays by President/Governor

In addition to the above, City shall observe every day appointed by the President or Governor as a public holiday, subject to the approval of the City Council.

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SECTION 7.2. VACATION

7.2.1 Vacation Days/Years of Service

Vacation shall be accrued by employees in classifications assigned to Association based on the following schedule:

<u>Years of Service with City</u>	<u>Number of Vacation Days Accrued</u>
0 through <u>completion of</u> 4 years	<u>12</u> days vacation
5 through <u>completion of</u> 9 years	<u>17</u> days vacation
10 through <u>completion of</u> 14 years	20 days vacation
15 through <u>completion of</u> 19 years	22 days vacation
20 years and over	<u>25</u> days vacation

7.2.2 Vacation Accrual - Absent Without Pay

Vacation leave will not be accrued and earned by an employee if the employee is absent without pay for more than ten (10) working days during a calendar month. Said employee will not earn vacation benefits for that month.

7.2.3 Vacation Accrual - Probationary Status

Officers shall be eligible to use accrued vacation upon successful completion of probation with the following exception: Entry level police officers (who have 18 month probation) shall be eligible for accrued vacation after one year of service.

7.2.4 Vacation Buy-Back

Upon written request by the employee, City will buy back vacation hours provided the employee has taken forty (40) hours of vacation during the twelve (12) months prior to the date of request. The written request for vacation buy-back must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the twenty third (23rd) paycheck and tenth (10th) day of the month to be paid on the twenty third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for vacation buy-back shall be limited to two (2) requests per employee per fiscal year

7.2.5 Request for Advance Vacation Paycheck

City agrees to provide permanent-regular employees with advance vacation paychecks as follows:

- 1)A. If a payday occurs during the employee's scheduled vacation, City will advance the employee a check in the amount which he/she would receive on his/her regular paychecks. Earned overtime and allowances will not appear on the advance vacation check and will become a part of the next regular paycheck, which normally pays overtime and withholds deductions, etc.

**MEMORANDUM OF UNDERSTANDING
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~~B.~~ If the employee does not have direct deposit, a request request for advance vacation paycheck must be in writing and must be presented to the Finance Department at least five (5) working days prior to the date the check is requested.

7.2.6 Maximum Vacation Accrual

~~Effective January 1, 2005, employees~~ Employees covered by this Memorandum of Understanding may accrue up to a maximum balance equivalent to thirty (30) times their current rate of monthly earnings. No vacation will be accrued beyond the maximum balance. Each employee shall be given at least two (2) months' notice, prior to the employee reaching the maximum accrual.

Employees shall be provided notice no more than twice regarding the impending cap.

Employee may exercise right to "sell back" vacation in accordance with Article VII, Section 2.4 ~~the~~ Vacation Buy Back provisions of this MOU.

SECTION 7.3. SICK LEAVE

All full-time employees of the Association shall receive sick leave benefits at the rate of eight (8) hours per calendar month beginning with the first month of completed service to the City. Employees who are absent without pay for any reason for more than ten (10) working days during a calendar month do not earn sick leave benefits for that month.

7.3.1 Sick Leave Usage

An employee may use sick leave because of illness, ~~or injury, or death, either~~ to the employee or to any immediate member of the employee's family or in the event of a death of an employee's immediate family member. The immediate family shall be defined as spouse, domestic partner, child, stepchild, parents, step-parents, mother-in-law and father-in-law, or other persons living within the employee's household.

7.3.2 Sick Leave Converted to Vacation

Represented employees may convert accumulated sick leave in excess of four hundred and forty (440) hours to vacation at the rate of fifty percent (50%), i.e., two (2) hours of sick leave may be exchanged for one (1) hour of vacation.

7.3.3 Sick Leave Bonus

Employees represented by the Association who use thirty two (32) hours or less in sick leave during each fiscal year of this contract shall be awarded eight (8) hours of compensatory time. Employees must have completed a full fiscal year of employment to be eligible for this benefit.

7.3.4 Sick Leave - Cash Out Upon Industrial Disability Retirement

Members of the Association who retire on industrially related disability retirement may sell accrued sick leave at a rate of 100% for all unused hours of sick leave credited to the employee at the date of retirement.

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SECTION 7.4. BEREAVEMENT LEAVE

~~All full-time employees~~ Employees of the Association shall be eligible to receive bereavement leave of ~~three (3) four (4) days or four (4) three (3) shifts~~ in each instance of death to attend the funeral/memorial service or make emergency family arrangements in the case of a death in the immediate family. ~~[conforms to City wide policy]~~ [1/20/12 – POA OK with 3 days/shifts]

Immediate family shall include spouse, domestic partner, parent, child, sibling, father-in-law, mother-in-law, aunt, uncle, grandparent, grandchildren of the employee, and all persons living as a member of the family of such employee.

~~Immediate family shall include wife, husband, spouse, domestic partner, mother, father, parent, sister, brother, children, child, sibling, father-in-law, mother-in-law, stepchild, stepfather, stepmother, aunt, uncle, grandfather, and grandmother, grandparent, grandchildren~~ of the employee, and all persons living as a member of the family of such employee.

In the event of a death of either a brother-in-law or sister-in-law, the employee shall be eligible for one (1) day of bereavement leave if travel involved is within one hundred (100) miles of the Martinez City Hall.

~~In the event of a death of either a brother in law or sister in law, the employee shall be eligible for one (1) day of bereavement leave if travel involved is within 100 miles of the Martinez City Hall.~~

Employees may be permitted two (2) additional days or two (2) additional shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond three (3) days/shifts shall be given at the discretion of the Chief of Police. Employees may be permitted to use sick leave, compensatory time off (CTO), and vacation leave in conjunction with bereavement leave, if necessary.

~~Employees may be permitted two (2) additional days or two (2) additional shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond three four (4) days/shifts shall be given at the discretion of the Chief of Police. Employees may be permitted to use sick leave, compensatory time off (CTO), and vacation leave in conjunction with bereavement leave, if necessary.~~

SECTION 7.5. MATERNITY/CHILD BONDING LEAVE

Employees covered by the Association shall observe the following Maternity Policy:

A). Employees may take leave for maternity and child bonding purposes in accordance with the City's policy implementing the Family Medical Leave Act (FLMA) and the California Family Rights Act (CFRA). In the absence of available FMLA, employees may use up to four (4) weeks of accrued sick leave for the purpose of child bonding provided the leave is within six (6) months of the birth or adoption of a child.

B. Any paid leave utilized by the employee shall run concurrently with leave

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provided through the FMLA or CFRA.

- ~~B) Any paid leave utilized by the employee shall run concurrently with leave provided through the FMLA or CFRA.~~
- C. Probation periods shall be extended for the term of any leave.
- ~~C) Probation periods shall be extended for the term of any leave.~~
- ~~D) Where medically indicated and, _____ With a written statement from employee's physician and where the employer may can make reasonable accommodations, employee shall be placed on modified duty status; _____ with a written statement from employee's physician.~~
- ~~E) Pregnant employees shall wear appropriate maternity attire while on duty. City reserves the right to determine what constitutes appropriate maternity attire.~~

SECTION 7.6 CATASTROPHIC LEAVE POLICY

Members of the Association shall have benefit of the City of Martinez Catastrophic Leave policy and procedure. This policy permits employees to donate portions of their vacation and compensatory time accumulations to other employees who have suffered catastrophic illnesses or injuries.

SECTION 7.7 JURY DUTY

The City agrees to prepare a written policy regarding jury duty which will set forth procedures to be followed by those employees within the Association who are called for jury duty. The policy will address the special problems which occur for employees whose work requires them to work shifts.

SECTION 7.8 MILITARY LEAVE

Military Leave is governed by the City of Martinez Military Leave policy contained in the City Personnel Rules.

SECTION 7.9 WORKERS COMPENSATION POLICY

Workers Compensation is governed by the City Workers Compensation Policy contained in the City Personnel Rules. The parties agree to meet and confer on the implementation of changes to that policy.

**ARTICLE VIII--
PROFESSIONAL DEVELOPMENT PROGRAM: EDUCATIONAL**

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SECTION 8.1 GENERAL PROVISIONS - SWORN

Each member who has applied for and is approved for the program will receive three percent (3%) per month interim salary increase while enrolled in college level courses and pursuing a college or university degree. A member of the Association shall be eligible for this interim salary increase only after he/she has completed his/her probationary period.

The amount of incentive pay shall be expressed as a dollar amount, equivalent to the applicable percent, as authorized, of the individual eligible employee's base salary, and rounded to the nearest dollar. The employee's base salary for the purpose of this calculation shall consist of the employee's attained salary step.

Any interim educational incentive pay provided to an employee pursuant to the plan shall be considered as an allowance for payroll purposes and this, whenever not in conflict with applicable regulations or laws, would not be subject to inclusion as permanent salary for purposes of retirement or Workers' Compensation Insurance premium calculations or withholding taxes for either the employee or the City.

Upon receiving the degree or an appropriate level certificate issued by the California Commission of Peace Officer Standards and Training (POST), the interim salary increase will be permanently added to the officer's base pay. The employee continues eligibility in the program through the Master's degree level as long as he/she is enrolled in appropriate courses and satisfactorily completes the course requirements with a grade point average of "C" or better.

8.1.1 Eligibility Requirements

To be eligible for initial or continuing participation in the program, represented employees must meet the following requirements:

A. — 1) — Each entry level employee must have satisfactorily completed the entry level probationary period and be approved for permanent status.

~~A. — Each member who plans to initiate or continue participation in the program must advise the Chief of Police on the appropriate departmental forms of his/her intention by April 1, preceding the fiscal year for which participation is planned.~~

~~2) — Each member who plans to initiate or continue participation in the program must advise the Chief of Police on the appropriate departmental forms of his/her intention by April 1, preceding the fiscal year for which participation is planned.~~

B. The members must be enrolled by an accredited or correspondent college or university in a program leading toward an Associate's, Bachelor's, or Master's degree.

~~3) — The members must be enrolled by an accredited or correspondent college or university in a program leading toward an Associate's, Bachelor's, or Master's degree.~~

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C. Courses planned or intended to be taken must be reviewed and approved by the Chief of Police and City Manager prior to their starting date.

~~4) Courses planned or intended to be taken must be reviewed and approved by the Chief of Police and City Manager prior to their starting date.~~

D. Candidates must maintain a grade point of "C" or better.

~~5) Candidates must maintain a grade point of "C" or better.~~

E. 6) Each candidate must continue taking courses at a rate and frequency required by the college or university to avoid being dropped from enrollment.

8.1.2 Program Incentive

Each member who initially participates in the program shall receive three percent (3%) of salary per month as interim salary increase in accordance with the General Provisions beginning the first pay period after enrollment.

Thereafter, the interim allowance will be continued so long as the member remains eligible for the program and is actually engaged in course activities. Upon completion of each degree level requirement (or equivalent requirements for the A.A. degree for those pursuing Bachelor's degrees), the interim allowance will be added to the permanent base salary for the member, such that upon completion of the Associate, Bachelor, or Master's degrees, or completion of the appropriate POST certificate, members can receive a permanent pay increase of three percent (3%), six percent (6%), or nine percent (9%) per month, respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outline the requirements for each level:

A. 1) Members enrolled in programs leading to the Associate level degree will begin receiving the initial interim pay increase of three percent (3%). The increase will become permanent upon receiving the degree, or meeting equivalents, or completion of requirements for the Intermediate Certificate issued by the California Commission on Peace Officers' Standards and Training (POST).

~~A. Similarly, members pursuing a Bachelor's degree will begin receiving an additional interim pay increase of three percent (3%) except as noted above. The increase will become permanent upon receiving the degree or receipt of the Advanced P.O.S.T. Certificate.~~

B. 2) Similarly, members Members pursuing a Bachelor's Master's degree will begin receiving an additional interim pay increase of three percent (3%) except as noted above while attending approved classes. The increase will become permanent upon receiving the degree or receipt of the Advanced P.O.S.T. Certificate Master's Degree.

~~3) Members pursuing a Master's degree will begin receiving an additional interim pay increase of three percent (3%) while attending approved classes. The increase will become permanent upon receiving the Master's Degree.~~

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C. 4)—Sergeants who have a Bachelor’s degree and have completed the P.O.S.T. Management course shall be eligible for an additional 3%, for a total of 9%, in lieu of a Master’s degree.

8.1.3 Effects of Dropping or Failing Courses

In the event a member finds it necessary or desirable to drop a course or courses that have been approved for the program, the member shall immediately notify the Chief of Police. If the member continues to take other courses sufficient to maintain his/her enrollment, there will be no effect on the interim pay incentive. However, in the event no other approved courses are being taken sufficient to qualify the member for continuation in the program, the interim incentive pay will be discontinued as of the date the course was dropped. Dropping a course for valid reasons, and in accordance with normal school policies, does not jeopardize future eligibility.

In the event a member should receive a failing grade or receive an incomplete grade in one or more courses, but satisfactorily completes another approved course or courses sufficient to continue eligibility, there will be no effect upon the interim incentive pay. However, if the member loses eligibility as a result of failure or incomplete grade, the interim incentive pay will be stopped immediately for at least one academic period unless the candidate indicates that the course will be retaken in the next academic period along with other approved courses that would qualify for eligibility.

8.1.4 Responsibilities and Duties

A. 1) Member's Responsibilities

Each member participating in the program is responsible for informing the Chief of Police of his/her intentions and plans within prescribed time limits and on the required forms. The member is also responsible to inform the Chief of Police promptly of any changes or events that will affect the member's eligibility. Members are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted to the Chief of Police at the end of each academic period. Keeping in mind that the purposes of the program is to encourage the professional development of the Martinez Police Department, partially through attainment of higher education, each member participating in the program should commit himself/herself to work as quickly as feasible towards completion of the requirements of the degree sought.

B. 2) Responsibilities of the Chief of Police

The Chief of Police is responsible for the supervision and direction of the program and for establishing and maintaining adequate records concerning individuals enrolled in the program. The Chief of Police is further responsible to promptly report changes in eligibility for individuals enrolled in the program to the City Manager on the prescribed Personnel Action forms.

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ARTICLE IX--
GRIEVANCE PROCEDURE

SECTION 9.1 PURPOSE

The establishment of a grievance procedure is for the purpose of providing an opportunity for City employees to bring forth views relating to any alleged unfair or improper aspect of employment and to seek correction thereof.

9.1.1 Grievance Defined

The term grievance means ~~any real or imagined~~ dispute by an employee or group of employees, or a formally recognized employee organization concerning (1) disputes over the application or interpretation of policies, procedures, including Memorandum of Understanding, or the practical consequences that decisions on these matters may have upon an affected employee or group of employees; (2) disputes over the application or interpretation of City ordinances, resolutions or general laws related to personnel matters or working conditions.

9.1.2 Limitations

An impasse in meeting and conferring on a proposed Memorandum of Understanding or issues relating thereto is not a grievance.

9.1.3 Employee Representative

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself; or be represented by ~~that the employee's~~ Certified-Recognized Employee Organization ~~which has been recognized by the City for that Representation Unit to which the employee's classification is assigned;~~ and/or by counsel. The employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

9.1.4 Class Action

In the event more than one employee is directly involved with an issue, they may, at any step in the grievance procedure, name one of their number to carry the grievance through the procedure as a class action and be represented by that Certified-Recognized Employee Organization which has been recognized by the City for the Representation Unit to which their classification(s) is/are assigned. In a class action grievance, that employee directly concerned shall be personally present at all stages.

9.1.5 Procedure

It is the intent to deal with and settle complaints and grievances informally at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, complaints and grievances will be handled during the regularly scheduled working day hours of the parties involved.

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In any instance of complaint, the employee or employees concerned shall first make efforts to informally resolve such complaint with their immediate supervisor concerned within ten (10) calendar days following the occurrence of the events on which the complaint is based.

If a mutually satisfactory resolution to a complaint is not reached, then within seven (7) days of the discussion with the immediate supervisor, the employee or employees shall make an attempt to resolve such complaint ~~with at the appropriate Division Commander of Police~~ first step of the grievance process.

9.1.6 First Step

If a mutually satisfactory resolution of a complaint as specified in the paragraph above is not reached, then within seven (7) days of the discussion with the Division Commander of Police, the employee or employees aggrieved may reduce to writing their complaint as a grievance. The grievance complaint shall set forth all of the issues involved, shall be dated and signed by the employee or employees, and shall be submitted to the ~~employee's Chief or designee~~ department head. The ~~department head~~ Chief or the ~~person appointed by the department head~~ Chief's designee shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the department's business. Upon reaching such conclusion, but in any event within seven (7) working days of the receipt of the grievance statement, the ~~department head~~ Chief or designee shall reply in writing stating the department's view of the issue involved.

9.1.7 Second Step

If the grievance has not been disposed of in the First Step, the employee, within seven (7) working days after receiving the department's written reply at the completion of the First Step of the grievance, shall forward the said written grievance to the City Manager. If the City Manager finds that the facts of the grievance are in dispute, he shall appoint a fact finding committee consisting of two persons, one of whom shall be selected by grievant. The fact finding committee shall investigate the facts pertaining to the grievance and file a written report with the City Manager within seven (7) days of appointment. This report shall become part of the record and a copy shall be provided to the grievant. Within seven (7) days of receiving the statement of grievance or within seven (7) days of receiving the fact finding committee's report, the City Manager or his designated representative, shall reply in writing to the employee setting forth a decision.

9.1.8 Third Step

Within seven (7) working days after receiving the City's written reply at the completion of the Second Step, the grievance, if it is to be processed further, may be submitted by the employee for consideration by either (but not both):

A. 1) ~~_____~~ The Civil Service Commission. Upon the receipt of an employee grievance the Commission shall make such investigation as it may deem necessary and shall hold a hearing within twenty days upon receipt of the grievance. The Commission shall make findings and a

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decision. The decision of the Commission will have the effect of a judgment.

Due notice of the hearing shall be given to all concerned parties by the Personnel Officer.

~~B. 2) An Arbitrator.~~ In each grievance, arbitration is subject to the execution of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager. The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.

The Arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of the coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the Arbitrator.

The cost of retaining the Arbitrator and the incidental expense of the hearing shall be borne equally by the parties.

9.1.9 Decision - Final and Binding

The decision of the Commission or the Arbitrator, whichever is selected, shall: (a) be made in writing within ten (10) working days of the close of the investigation and/or hearing; and (b) direct the appropriate department head in the disposition of the case; and (c) shall be final and binding upon both parties. In each grievance matter, both the Commission and the Arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

9.1.10 Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage or procedure specified in this section may be waived upon consent of all parties involved. In the case of dismissals, demotions and suspensions, the grievant may initiate his/her grievance at the Second Step.

9.1.11 No Interruption of Work

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance.

**ARTICLE X--
ACTING APPOINTMENTS**

**MEMORANDUM OF UNDERSTANDING
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SECTION 10.1 POLICY

The following is the City's policy regarding acting status appointments to City positions:

10.1.1 Definition

An acting status is when an employee is formally appointed to perform the duties of a temporarily vacated, newly created, or temporarily created, full-time position of a higher salary and job responsibility level than that currently held by the employee being assigned to acting status.

10.1.2 Acting Status Pay Provisions

When an employee is formally assigned to serve in an acting capacity, the employee will receive acting pay for all hours worked, and acting pay shall continue until the assignment is terminated. In no case shall acting status be extended beyond five (5) working days without approval from the City Manager or his designee. All formal acting pay assignments shall be in writing with a copy given to the employee.

10.1.3 Policies and Procedures

A. 1)—An employee may be appointed to serve in an acting capacity if, in the opinion of management, the employee is qualified to perform the duties of the higher classification.

~~A. — Acting appointments may be made only to fulfill the responsibilities of the position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as the incumbent has returned to duty or upon termination of a temporary project.~~

~~B.A. — Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager.~~

~~C.A. — Acting appointments may not be made in excess of budgeted funds without approval of the City Council.~~

~~D.A. — Upon formal assignment of acting status by the appropriate management representative, an employee will begin to earn a salary which is equal to Step 1 of the salary assigned to the class for which the acting status has been made. However, the employee shall receive at least five percent (5%) above the employee's present salary.~~

2) Acting appointments may be made only to fulfill the responsibilities of the position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as the incumbent has returned to duty or upon termination of a temporary project.

~~E.A. — While working in an acting capacity, employees will continue to accrue and have~~

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~~recorded general, special, or normal salary step increases in the employee's permanent position. However, such salary increase will only be paid to maintain a minimum five percent (5%) differential above the salary to which the employee is entitled to in his/her permanent position.~~

- ~~3) Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager.~~
- ~~4) Acting appointments may not be made in excess of budgeted funds without approval of the City Council.~~
- ~~5) Upon formal assignment of acting status by the appropriate management representative, an employee will begin to earn a salary which is equal to Step 1A of the salary assigned to the class for which the acting status has been made. However, the employee shall receive at least five percent (5%) above the employee's present salary.~~
- ~~6) While working in an acting capacity, employees will continue to accrue and have recorded general, special, or normal salary step increases in the employee's permanent position. However, such salary increase will only be paid to maintain a minimum five percent (5%) differential above the salary to which the employee is entitled to in his/her permanent position.~~

B. ~~7)~~ The City Manager reserves the right to conduct hearings, upon the request of employee, Association, and/or management representatives, to review any alleged abuse or complaint about the administration of the contents or intent of this policy and/or procedure. Said hearing shall be held in an attempt to resolve any differences between the interested parties or to clarify the meanings and/or intent of the language contained herein.

10.1.4 Acting Appointment Selection and Duties

A General Administrative Order shall be adopted which stipulates the procedure to be used in the selection of Acting Watch Commander. This order will include language which recognizes that the Acting Watch Commander will not have the dual responsibility of both staffing a beat and performing Acting Watch Commander duties simultaneously. The Acting Watch Commander shall, however, continue to act as a back-up.

**ARTICLE XI--
GENERAL PROVISIONS**

SECTION 11.1 CITY RESERVES THE RIGHT TO ASSIGN SHIFTS FOR PROBATIONARY EMPLOYEES

City reserves the right to assign officers to specific shifts during his/her probationary period to

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ensure an officer has experienced each of the three-two (2) shifts (days, ~~evenings and early mornings~~nights) as part of the officer's continued training.

SECTION 11.2 3/12 SHIFT PLAN-ALL PATROL OFFICER'S SHALL WORK ON A 3/12 SHIFT PLAN

11.2.1 Shift Times

Day shift shall be from 0600 hours to 1800 hours ~~or from 0700 hours to 1900 hours~~; night shift shall be from 1800 hours to 0600 hours ~~or from 1900 hours to 0700~~; overlap shift shall be from 1500 hours to 0300 hours. The overlap shift shall be considered night shift and is subject to change-adjustment to night shift based upon pre-scheduled shift needs.

11.2.2 Hours Owed City

On the 3/12 shift plan employees shall work three (3) weeks of 3/12 followed by one (1) week of 4/12 per shift cycle. A shift cycle shall consist of twenty-eight (28) days. On the 3/12 shift plan employees shall owe the City 4 hours. These 4 hours ~~are~~ considered a 4-hour work day. The employee shall pay back the 4 hours during the 28 day shift cycle in the form of training, vacant shifts, or other duties as assigned by the department. A monthly schedule shall be published at least one (1) week prior to the beginning of the next shift cycle listing available training. If no training is scheduled, officers shall sign into vacant shifts or special details on the schedule. [Do not delete – POA wants to retain current language] If employees do not meet their 4-hour obligation they shall utilize submit vacation or comp time CTO by the end of the shift cycle.

11.2.3 Outside Training

Employees who attend a school-training of forty (40) hours or more shall be reassigned to administration. For schools-training of less than (40) hours, officers shall trade hour for hour shift time for training time.

11.2.4 Overtime

After employees have signed up for the four (4) hour work owed, they will be allowed to sign into vacant shifts on a voluntary basis for scheduled overtime. Non-scheduled overtime shall be filled through a voluntary sign up list which shall consist of a rotation beginning alphabetically.

11.2.54 Shift Sign-Up

Shift sign-up shall occur at least two (2) shift periods (approximately 6 months) in advance. A shift cycle shall be 28 days in length. A shift period shall consist of 3 consecutive shift cycles.

11.2.6-5 Breaks

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Officers assigned to the 3/12 shift plan shall be afforded one hundred (100) minutes of paid break time, to be taken in any way the member desires.

11.2.6 Motorcycle Personnel

Motorcycle personnel will be provided with a reasonable amount of time during their regular shifts to clean and maintain their motorcycles. [From 5/1/2008 Side letter]

SECTION 11.3 SHIFT SCHEDULE REVIEW

In the event the City or the Association wishes to consider modifications to the current shift schedule, the parties agree to meet to discuss the operational impact on the officers and the City of such a change. Absent an emergency, changes shall be by mutual consent.

For purpose of this section, an emergency is defined as a sudden or unforeseen circumstance requiring immediate attention.

SECTION 11.4 INVESTIGATIVE SERVICES SHIFT SCHEDULES

The City reserves the right to assign officers in investigative services to shift schedules to make best use of the available resources in relation to the workload. Changes in shift schedules, absent emergency circumstances, will be provided to assigned officers two weeks in advance.

SECTION 11.5 SHIFT CHOICE BY SENIORITY

~~Choices of shifts to be worked shall be assigned by seniority with the most senior officer in the classification having first choice of shift to be worked. However, shift assignments shall be subject to rotation at least once every nine (9) months. If an employee has worked three (3) consecutive periods on the same shift, he/she must sign up for a slot on the opposing shift.~~
Choices of shifts to be worked shall be assigned by seniority with the most senior officer in the classification having first choice of the shift to be worked. Sergeants and Corporals will continue rotational order for assignments.

Effective July 1, 2010, there will be no mandatory rotation in Patrol.

SECTION 11.6 INTERNAL PROMOTIONS TO SERGEANT CLASSIFICATION

Promotions to Sergeant shall be made by closed promotional from qualified employees of the City at the time of recruitment. It shall be the policy of the City to attempt to make promotions of Lieutenant and Commander from qualified candidates employed by the City. In the event the City chooses to perform an open recruitment for the positions of Lieutenant and Commander, the City agrees to provide, in writing, the reasons why an open recruitment will be performed.

SECTION 11.7 FILLING OF VACANT POSITIONS WITHIN UNIT

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In the event a position within the unit is not filled within three (3) months of vacation of the position, the City will, upon written request by the Association, provide in writing the reason the position has not been filled.

~~SECTION 11.8 — FREE USE OF FACILITIES AND WAIVER OF NON-RESIDENCE FEES~~

- ~~A) — Employees within MPOA shall have free use of certain City facilities; i.e., use of park facilities, boat launches, and free admission to the City swim pool is granted to employee, spouse, children and/or stepchildren. Employees are required to show identification.~~
- ~~B) — In order to encourage physical fitness for the members of the Association, City agrees to waive any special non-residency fees for Leisure Department sports activities.~~

SECTION 11.8 USE OF CITY FACILITIES AND SERVICES

A)11.8.1 Facilities Usage—

City Park, and Pool and Boating Ramp. Bargaining Unit Employees employees within the bargaining unit shall have use of City park facilities at no charge and shall have free admission to the Municipal Swimming Pool for the employee, spouse, dependent children and/or stepchildren. Employees shall also have free use of the boating ramp facilities. upon showing of their identification. Employees are required to show identification.

B) — 11.8.2 Health Club Membership.

The City shall contribute up to twenty five dollars Twenty Five Dollars (\$25) per month to any represented employees who are members of a Health Club. The reimbursements may be paid quarterly in the same fiscal year that the expenses were incurred. This does not cover initiation fees. This reimbursement is contingent upon submission of a receipt to the city, by the employee, for payment of the quarterly ~~quarterly~~ dues. **[POA: no change to current language]**

C)11.8.2 City Sponsored Daycare:

Bargaining Unit Employees employees are eligible for a discount of Fifty percent (50%) of daycare fees at City operated daycare facilities. (This benefit would apply to the dependent children and/or stepchildren and dependent grandchildren of City employees. This means the employee is financially responsible for the child. The age limitations of the program apply to the children of City employees).

D)11.8.3 Non-Residency Fees.

In order to encourage physical fitness for the Bargaining Unit members, City agrees to waive any special non-residency fees for Recreation Department activities. [POA: keep current language]

SECTION 11.9 — HEALTH CLUB MEMBERSHIP

**MEMORANDUM OF UNDERSTANDING
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~~The City shall contribute \$25 per month to any represented employees who are members of a Health Club. The reimbursements may be paid quarterly in the same fiscal year that the expenses were incurred. This does not cover initiation fees. This reimbursement is contingent upon submission of a receipt to the city, by the employee, for payment of the quarterly dues.~~

SECTION 11.10 — AGENCY SHOP

All employees within the Martinez Police Officers' Association shall be required, as a condition of employment, either to join the Association or to pay a fee equivalent to the Association dues and other fees. Members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting any public employee organization as a condition of employment, shall be required to contribute an amount equal to the dues and fees of Association membership to one of the following: American Cancer Society, American Heart Association, or the United Way.

SECTION 11.110 INTERNAL AFFAIRS INVESTIGATIONS

Investigations regarding alleged employee misconduct will be completed by the Department within a reasonable period of time following the initiation of the investigation. An employee subject to an investigation will be notified by the Department within seven working days of the conclusion of the investigation of the intended action of the Department.

SECTION 11.1211 POST TRAINING

The City agrees to strive for each officer to receive sixteen (16) hours of outside POST training per year.

**ARTICLE XII--
CLASSIFICATIONS COVERED BY THIS M.O.U.**

The classifications covered by this M.O.U. are Police Officer and Police Sergeant. The provisions of this contract shall apply equally to both classifications, unless specifically noted otherwise.

**ARTICLE XIII--
ATTENDANCE AT ASSOCIATION CONFERENCES AND PROGRAMS**

City agrees to allow time off for two (2) employees up to three (3) working days per year for attendance at Association conferences or programs. Association members may donate hours from their accumulated vacation or compensatory time into a special "bank" in order that union representatives may attend conferences at no loss of pay.

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**MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION**

**ARTICLE XIV--
FULL AGREEMENT**

It is understood by all parties hereto that this MEMORANDUM OF UNDERSTANDING represents a complete and final understanding on all negotiable issues between the City and the Association. This MEMORANDUM OF UNDERSTANDING supersedes all previous memoranda of understanding or memoranda of agreement between City and Association except as specifically referred to in this MEMORANDUM OF UNDERSTANDING. All ordinances or rules covering any practices, subject, or matter not specifically referred to in this MEMORANDUM OF UNDERSTANDING shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this MEMORANDUM OF UNDERSTANDING, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject, or matter not specifically referred to or covered in this MEMORANDUM OF UNDERSTANDING even though such practice, subject, or matter may not have been within the knowledge of the parties at the time this MEMORANDUM OF UNDERSTANDING was negotiated and signed. In the event any new practice, subject, or matter arises during the term of this MEMORANDUM OF UNDERSTANDING and any action is proposed by the City, the Association shall be notified and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the City reserves the right to take necessary action by Management Direction.

**ARTICLE XV--
SAVINGS CLAUSE**

If any provision of this MEMORANDUM OF UNDERSTANDING should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this MEMORANDUM OF UNDERSTANDING shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

CITY OF MARTINEZ

MARTINEZ POLICE OFFICERS' ASSOC.

MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION

By _____: _____ By: _____

- Philip A. Vince, City Manager _____ Bryan Dodd, President
~~City Manager~~ _____ ~~President~~

By _____: _____ By: _____

~~Lianne Marshall~~ _____ Alan Shear, Asst. City Manager _____
David Mathers

By _____: _____ By: _____

- Gary Peterson, Chief _____ Tyson Muncher

By _____: _____ By: _____

~~Donna Williamson, Lead Negotiator~~ Eric Ghislett Eric Ghisletta, Captain
_____ John Noble, _____
_____ Labor Relations Representative

By _____: _____

- Valerie Fisher, Personnel Technician

By _____:

M. Fran Buchanan, City Negotiator

CURRENT SIDE LETTERS
(Attachments to January 1, 2009 through June 30, 2010 MOU)

Deleted/Retain??

**MEMORANDUM OF UNDERSTANDING
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1. ~~Child Bonding – clarification of use of sick leave for up to 4 months~~ [Delete - Incorporated into Section 7.5 (A)]

2. ~~Doffing & Donning and other miscellaneous provisions (5/8/2008) – shift times defined; motorcycle personnel time to clean motorcycles; no pay for commute time in City cars; and salary increase for uniform allowance.~~ [Delete] ~~Revise to cover motorcycle personnel & commute time provision or incorporate provisions into MOU?~~—**Motorcycle added to MOU New Section 11.6.2; Law enforcement during commute added to MOU New Section 6.3.13.**

3. ~~MOU extension through 2011 (6/30/10) with additional provisions – establish LMC to discuss cost savings measures; increase longevity pay; no compounding of longevity pay; clarification that night shifts of less than full month paid at rate of \$5.00 per day; non mandatory rotation in Patrol~~ [Delete – provisions incorporated into MOU]

4. ~~Shift Differential - (6/2/10) - night shift paid \$150 per month; less than full month, \$5 per day.~~ [Delete – provisions incorporated into MOU]

5. ~~Shift Choice by Seniority (6/2/10) – delete rotation language~~ [Delete – provisions incorporated into MOU]

MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION

MARTINEZ POLICE OFFICERS' ASSOCIATION

SALARY SCHEDULE

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Police Officer</u>	<u>5,216.00</u>	<u>5,474.64</u>	<u>5,737.22</u>	<u>6,020.38</u>	<u>6,320.50</u>
<u>Sergeant</u>	<u>6,287.52</u>	<u>6,587.16</u>	<u>6,905.70</u>	<u>7,249.38</u>	<u>7,610.74</u>