



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
March 7, 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 Non-Sworn Employees' Association
DATE: February 23, 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 Non-Sworn Employees' Association (MPNSEA), for the contract period July 1, 2011 through June 30, 2015.

BACKGROUND:

Representatives of the City and MPNSEA 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 MPNSEA 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 ratification by the Association and Council approval of this MOU, all new bargaining unit employees shall be covered by the CalPERS 2% @60 formula with final compensation determined by the average of the highest consecutive thirty-six (36) months of compensation.

Effective July 1, 2012, employees shall contribute toward the CalPERS Employee 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% for a total of 3%

- Salary – Effective January 1, 2015, the City will increase the base salary of the employees covered by the MOU, by two percent (2%).
- Medical Benefits – Plan changes to Kaiser: Unit members shall make the following contributions to the Kaiser medical plan costs:
 - Office Visit \$15
 - Prescription Drugs \$5 Generic/\$15 Brand
 - Emergency Room \$75 (Without being admitted)
 - Hospitalization \$100
- For Employees hired on or after January 1, 2007, the City will pay the amount of the Kaiser premium in effect on January 1, 2007 plus 80% of each increase in the premium. The employee will pay 20% of each increase in the premium. These contributions will be cumulative. Employees selecting plans other than Kaiser will receive the same dollar contributions as Kaiser.
- In addition, the City and MPNSEA 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 MPNSEA members have met and voted to ratify the agreement.

ACTION:

Adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Martinez and the Martinez Police Non-Sworn Employees’ Association.

Attachments:
Resolution
MOU

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 NON-SWORN EMPLOYEES' ASSOCIATION (MPNSEA) FOR THE CONTRACT PERIOD JULY 1, 2011 THROUGH JUNE 30, 2015

WHEREAS, representatives of the Martinez Police Non-Sworn Employees' Association (MPNSEA) 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 MPNSEA 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 MPNSEA.

* * * * *

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 7th day of March, 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

NON-SWORN EMPLOYEES' ASSOCIATION

July 1, 2011 through and including June 30, 2015

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARTINEZ AND THE
MARTINEZ POLICE NON-SWORN ~~EMPLOYEES'~~EMPLOYEES' ASSOCIATION

~~JULY 1, 2006 THROUGH JUNE 30, 2011~~

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARTINEZ AND THE
MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION

JULY 1, 2011 THROUGH JUNE 30, 2015

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 Non-Sworn Employees' Association (MPNSEA) as the bargaining representative for purposes of representation of City employees within the Police Department 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 REPRESENTATION
DUTIES AND AGENCY SHOP

The Association shall designate employee representatives, 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 three (3) representatives. Reasonable time off shall be allowed to meet with management, limited to one representative and an outside representative who has been retained to represent the Association, to discuss matters of grievances, internal affairs ~~hearings~~investigations 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~~revoked 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 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.

All employees within the 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.

**ARTICLE III--
SCOPE AND TERM OF AGREEMENT**

SECTION 1. TERMS AND CONDITIONS OF AGREEMENT

This MEMORANDUM OF UNDERSTANDING, entered into between the CITY OF MARTINEZ, hereinafter called "City", and the MARTINEZ POLICE NON-SWORN EMPLOYEES' 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 Association and representatives of the City 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 2. TERM OF AGREEMENT

The term of agreement represented by this MEMORANDUM OF UNDERSTANDING shall exist from July 1, ~~2006~~2011 through and including June 30, ~~2011~~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 classification 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 schedule working hours and shifts;
- 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.

**ARTICLE V--
SALARIES**

SECTION 1. SALARY INCREASE

1.1 Salary

Effective ~~July~~January 1, ~~2006, 2015, all bargaining unit members shall receive a four~~two percent (~~42%~~) ~~salary increase shall be granted to represented employees. Effective July 1, 2007 a 4% increase base salary shall be granted to represented employees. Effective July 1, 2008, July 1, 2009, and July 1, 2010, represented employees shall receive an increase in pay of a minimum of two percent (2%) and a maximum of three and one half percent (3.5%) based on the Consumer Price Index, Urban Wage Earners and Clerical Workers, San Francisco San Jose Area. The increase will be based on the increase in the preceding April to April Index.~~

**ARTICLE VI--
BENEFITS AND COMPENSATION**

SECTION 1. BENEFITS/INSURANCE PLANS

1.1 Medical

City shall make medical plans available to all employees in the Association. The City shall continue to provide the existing medical plans, pre-paid drug plan and optical plan. The City reserves the right to change medical, drug and optical plans providers during the term of the agreement. The City will notify the Association regarding any change in carriers. The City reserves the right to propose plan modifications during the term of this agreement. Any Employer proposed changes in the plan coverage or co-pays should be implemented by mutual agreement.

For employees hired prior to January 1, 2007, the City will pay one hundred percent (100%) of the premium for medical insurance at the Kaiser rates. Employees selecting plans other than Kaiser will receive the same dollar contribution as for Kaiser. For the employees hired on or after January 1, 2007 the City will pay the amount of the Kaiser

premium in effect on January 1, 2007 plus ~~85%~~eighty five percent (80%) of each increase in the premium. The employee will pay ~~15%~~fifteen percent (20%) of each increase in the premium. Effective January 1, 2012, or as soon as administratively feasible, for the employees hired on or after January 1, 2007 the City will pay the amount of the Kaiser premium in effect on January 1, 2007 plus eighty percent (80%) of each increase in the premium. The employee will pay twenty percent (20%) of each increase in the premium. These contributions will be cumulative. Employees selecting plans other than Kaiser will receive the same dollar contributions as for Kaiser.

Effective January 1, 2012, or as soon as administratively feasible, -Unit members shall make the following contributions to Kaiser medical plan costs:

- 1. Office visit ~~increase from \$0 to \$15~~
- 2. Prescription ~~\$5 Generic / \$15 Brand~~
- 3. ER ~~\$0 to \$75 (Without an admit)~~
- 4. Hospitalization ~~\$100~~

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 no annual deductible. The City reserves the right to change or add dental plan providers during the term of the agreement. The City will notify the Association regarding any change in carriers. The City reserves the right to propose plan modifications during the term of this agreement. Any Employer proposed changes in the plan coverage or co-pays should be implemented by mutual agreement.

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 \$4,000 orthodontic lifetime benefit on an ~~80%~~80%/20% co-payment program. The City reserves the right to change or add orthodontic plan providers during the term of the agreement. ~~the~~The City will notify the Association regarding any change in carriers. The City reserves the right to propose plan modifications during the term of this agreement. Any Employer proposed changes in the plan coverage or co-pays should be implemented by mutual agreement.

1.4 Life Insurance

City agrees to pay the premium for a life insurance policy for non-sworn personnel which would pay two times (~~2x2X~~) the employee's annual salary up to a maximum of One Hundred Twenty Five Thousand Dollars (\$125,000), rounded up to the nearest thousand, while employed by the City.

1.5 Long-Term Disability Insurance

City will pay the premium for long-term disability insurance program for all employees

represented by the Martinez Police Non-Sworn Employees' Association. This plan shall have a thirty (30) day elimination period, and, in the event of a qualifying disability, shall pay at a rate of sixty six and two-thirds percent (66-2/3%) percent of the employee's monthly salary up to a maximum salary of \$3,750. The City reserves the right to change the Long-Term Disability plan provider during the term of the agreement. ~~the~~The City will notify the Association regarding any change in carriers. The City reserves the right to propose plan modifications during the term of this agreement. Any Employer proposed changes in the plan coverage or co-pays should be implemented by mutual agreement.

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

City agrees to pay one hundred percent (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. Premiums will be paid at the level of the least costly health plan. Premiums will be paid for the widow/widower until remarriage and for dependent children of the deceased employee in accordance with standard procedures covering dependents.

1.7 Medical Insurance Converted to Deferred Compensation

The International City Management Association (ICMA) Deferred Compensation Plan shall be made available to Association members. The City agrees to pay one hundred percent (100%) of its ~~cost~~contribution for single Kaiser 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.

1.8 Special ~~Safety~~Computer Eye Glasses--~~Video Data Terminal Users~~

City agrees to reimburse employees for special prescribed computer eye glasses ~~for those employees who are required to routinely use a video data terminal~~ as follows:

~~Employees who use a video display terminal computer for a minimum of three (3) hours on a daily basis are eligible for "video display terminal computer use eye glasses" under a cost reimbursement program.~~ Eye examinations and formulation ~~of~~ prescriptions are to be ~~performed by~~ conducted at Kaiser Foundation ~~Health Plan Hospitals.~~

The City will provide reimbursement for ~~VDT~~ computer eye glasses on the following basis:

_____ Lens only	<u>_____</u> \$ 45 single lens / <u>_____</u> \$70 bifocal
_____ Glare-reducing tint	<u>_____</u> 20
_____ Basic frame	<u>_____</u> 35

\$100 single lens// \$125 bifocal

Eye examinations for Kaiser Health ~~Planplan~~ members are made without charge. City will reimburse an additional Fifty Dollars (\$50) to non-Kaiser member employees who require an eye examination. Employees may upgrade eyeglass frames or add other features at their own expense. City agrees to provide this benefit on a bi-annual basis (every 24 months). Employees should present the bill to the Finance Department for reimbursement.

SECTION 2. RETIREMENT

2.1 Retirement Contracts - 2% @ 55 and Single-Highest Year Provisions

City will continue ~~theto provide the following~~ Public Employees' Retirement System (PERS) ~~two percent (contract provisions:~~

~~A. (2%) at age 55 retirement benefit. The City will amend the PERS Miscellaneous contract effective as soon as feasible after July 1, 2001, to provide the formula for current employees. Effective January 1, 2012, or as soon as possible thereafter, new hires shall be covered by the 2% @ 60 retirement formula.~~

~~B. The single highest year benefit, for current employees. Effective January 1, 2012, or as soon possible thereafter, new hires shall be covered by the 36-months highest compensation benefit calculation.~~

2.2 City Pay Employee's Portion of PERS

~~City agrees to contribute the non-sworn employees portion (7%) into Public Employees Retirement System as a supplemental benefit.~~

2.3 PERS - Credit for Unused Sick Leave Upon Service Retirement

~~C. City agrees to maintain PERS contracts, in accordance with Section 20862.8 of the Government Code regarding Public Employees Retirement Law, 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.~~

2.4 PERS Retirement - Health Benefits

~~Employees represented by the Association who retire for service or disability on PERS shall receive retirement health benefits in accordance with the following:~~

~~D. Benefit shall be paid at the retirement health benefit rate for the least costly of the health benefit insurances. At the present time the least costly of the plans offered is Kaiser. The benefit shall cover retired employee and spouse. For those employees hired prior to January 1, 2007, the City shall pay 100% of~~

1959 Survivor Benefit for the families of members who die prior to retirement. The benefit shall be a Level III.

2.2 City Pay Employee's Portion of PERS (EPMC)

During year one of this agreement, City agrees to continue to pay the employees' portion (7%) into Public Employees Retirement System as a supplemental benefit. Effective July 1, 2012, employees shall begin to pay a percentage of the employee's portion as follows:

Effective 7/1/12 - employees to pay .5% of PERS Employee contribution;

Effective 1/1/13 - employees to pay additional .5% of PERS Employee contribution;

Effective 7/1/13 - employees to pay additional .5% of PERS Employee contribution;

Effective 1/1/14 - employees to pay additional .5% of PERS Employee contribution; and

Effective 7/1/14 - employees to pay additional 1.0% of PERS Employee contribution;

The City shall continue to report the amount of Employer Paid Member Contribution (EPMC) to PERS as compensation.

2.3 PERS Retirement - Health Benefits

Bargaining unit members who retire for service or disability retirement under PERS shall receive retirement health contributions in accordance with the following:

Contribution shall be paid at the retirement health benefit rate for the least costly of the health benefit insurances. At the present time the least costly of the plans offered is Kaiser. The benefit shall cover retired employee and spouse. For those employees hired prior to January 1, 2007, the City shall contribute one hundred percent (100%) of the premium prorated based on the percentages shown below. For those employees who were hired on or after January 1, 2007, the retiree shall be reimbursed at the same rate as active employees hired on or after January 1, 2007, prorated based on the percentages shown below.

<u>Years of Service with City</u>	<u>Percent of Health Ins. to be Paid</u>
0 through 10 years	0
11 through 15 years	25%
16 through 20 years	50%
21 through 25 years	75%

Over 25 years

100%

~~2.5 Public Employees' Retirement System – Employer Paid Member Contribution~~

~~The City shall continue to report the Employer Paid Member Contribution (EPMC) to PERS as compensation.~~

~~2.6 1959 Survivor Benefit~~

~~The City agrees to maintain a contract with the Public Employees' Retirement System, in accordance with Section 21570-21583 of the Government Code regarding Public Employees' Retirement Law that allows for the 1959 Survivor Benefit for the families of members who die prior to retirement. The benefit shall be a Level III.~~

SECTION 3. GENERAL BENEFITS AND ALLOWANCES

3.1 Uniform Allowances

The uniform allowance for all employees in the classification assigned to the Association shall be Six Hundred Twenty-five Dollars (\$625.00) annually for the term of this Memorandum of Understanding.

3.2 Deferred Compensation Deposit

Effective for the term of this contract, City will deposit Sixty Five Dollars (\$65.00) per month into International City Management Association Deferred Compensation (ICMA) plan for each employee within the Association.

3.3 Court Appearances and Call-Out

City shall compensate all employees in the Association at the minimum rate of four (4) hours at the one and one-half (1½) times ~~hourly~~regular rate of pay for any Court appearance or call out, 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 (5½) hours at ~~the~~ time and one-half (1½) ~~the~~ regular rate of pay for any Court appearance or call-out providing such Court appearance or call-out occurs on the employee's day off.

3.4 Premium Pay for Training of Personnel

City agrees to pay a five percent (5%) premium to any employee within the Association who is assigned to training of new employees or current City employees who are

changing jobs or who are being cross-trained. Premium will be paid only for those hours for which the trainer has been assigned to provide training 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 member spends training.

3.5 Shift Differential

In addition to regular salary, an employee assigned to a ~~swing, cover, shift beginning on or graveyard shifts~~after 1300 hours and extending through 0700 hours will receive an equivalent of three percent (3%) additional pay for shift differential. This amount will be added to base salary for the duration of the assignment. Employees assigned to ~~swing, cover, or graveyard shifts~~the above shift hours on an overtime basis shall not receive shift differential.

3.6 Longevity Pay Increase

Employees who have completed fifteen (15) years of service with the City shall be eligible to receive a five percent (5%) Longevity Pay Increase. Eligibility for benefit shall commence on the first day of the month following fifteen (15) full years of service. Following twenty (20) years of service, covered employees shall be eligible for an additional two percent (2%) Longevity Pay for a total of seven percent (7%) at the end of twenty (20) years of service with the City. 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.

3.7 Bilingual Pay

City agrees to pay bilingual pay in the amount of two percent (2%) of base pay for one language and four percent (4%) for two or more languages. City shall designate eligible languages. American Sign languageLanguage (ASL) shall be included in the definition of a language.

Employees certified by the 15th of the month will be paid on the 1st of the month. Employees certified after the 15th of the month will be paid on the 1st of the following month.

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 be administered by an agreed upon local provider.

~~C. 3.—~~Upon notice of certification, Personnel 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 (3) months.

~~3.8 — 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 paycheck shall be issued.~~

3.9 Booking Duty Pay

Employees covered by this Memorandum of Understanding shall be required to perform duties pertaining to booking of inmates to City jail when no Police Officer is available for such duty. These duties generally include searches (not body cavity), gathering of samples for drug and/or alcohol testing and initiating the appropriate chain of custody process, and gathering other evidence as approved by the Watch Commander.

Employees primarily responsible for booking duties shall be the Dispatchers. ~~In recognition, Employees other than~~ Dispatchers ~~pay shall be increased by two percent (2%) effective July 1, 2001 in addition to the across the board increase. Other employees~~ who are assigned such duty shall be compensated at Twenty-Five dollars (\$25.00) for each shift so assigned.

3.9 Dispatcher Stand-by Pay

~~City will establish a monthly stand-by list for Dispatcher sign-up for the purpose of minimizing mandatory over-time on employees' scheduled days off. Stand-by pay will be twenty-Twenty five-Five dollars (\$25) per 12-hour shift (0700 to 1900, 1900 to 0700). Sign-up on the Stand-by list is on a voluntary basis. Dispatchers shall sign up for over-time shifts prior to signing up for Stand-By. Stand-by sign ups shall utilize the same order as the over-time rotation list.~~

3.10 IT Special Assignment Pay

~~A bargaining unit employee who is assigned by the Police Chief to perform maintenance and repair to support the Police Department's CAD/RMS computer systems shall be paid a base salary differential pay of two and one-half percent (2.5%).~~

SECTION 4. OVERTIME

4.1 Overtime Defined

~~Personnel in the Police Non-Sworn representation unit Bargaining Unit members~~ shall be compensated at a rate of one and one-half (1.5½ times) the ~~applicable hourly regular rate of pay~~. Overtime ~~hours are~~ defined as follows:

- ~~1. Over eight (8) actual hours worked in excess of forty (40) hours per day or forty hours (40) per in the Fair Labor Standards Act work week that has been set for personnel assigned to a five day – eight hour (5/8's) work schedule.that employee.~~
- ~~2. Over nine (9) hours per day or eighty (80) hours per two week pay period for personnel assigned to a 9/80 schedule.~~
- ~~3. Over ten (10) hours per day or forty (40) per week for personnel assigned to a 4 day and ten hour work week schedule.~~
- ~~4. Twelve (12) hour shift schedule – see side letter of agreement.~~

~~All past practices relative to computation of overtime calculations shall remain in full force and effect.~~

Contractual overtime, pursuant to past practice, is calculated to include any paid leave utilized. In addition, also pursuant to past practice, any hours worked by employees outside of their regularly scheduled shifts shall be paid as contractual overtime.

4.2 Meal Allowance for Overtime

A meal allowance of Eight Dollars (\$8.00) shall be paid to any employee within the Association for every four (4) hours of unscheduled overtime worked.

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.

4.3 Limit on Number of Hours Worked

The City agrees to endeavor to insure that employees are not ordered to work beyond their regular weekly work schedules except during urgent conditions.

4.4 Overtime on Days Off

Absent an urgency condition, an employee in the Association who is working on his or her regular day off shall not be ordered in early or held over beyond the end of the additional shift.

4.5 Overtime Payment for Extended Shift While on Leave

If an employee has taken approved leave (sick leave, vacation or CTO) during a regular work shift and is subsequently ordered to work additional hours either prior or

subsequent to what would be the regularly assigned shift, all such additional hours will be paid at the appropriate overtime rate.

4.6 Compensatory Time Off

Employees in classifications assigned to the Association may elect compensatory time off (CTO) in lieu of overtime, providing that the accumulation of such compensatory time shall not exceed one hundred ~~and eighty (180) hours. Effective January 1, 2008, the maximum accrual of CTO shall not exceed one hundred sixty (160) hours. Effective January 1, 2009, the maximum accrual shall not exceed one hundred and forty (140) hours. Effective January 1, 2010 the maximum accrual shall not exceed one hundred twenty (120) hours, and effective January 1, 2011 the maximum accrual shall not exceed one hundred (100) 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.

4.7 Compensatory Time Buy-Back

Upon written request by the employee, 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 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 time off buy-back shall be limited to one request per employee per month. CTO buy-back will be paid on the employee's regular check and not as a separately issued check.

ARTICLE VII-- HOLIDAYS/VACATION AND LEAVES

SECTION 1. HOLIDAY LEAVE/PAY

1.1 Holidays Observed

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

New Year's Day	January 1
Martin Luther King Jr.'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
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve (<u>1/2</u> day)	December 24
Christmas Day	December 25
New Year's Eve (<u>1/2</u> day)	<u> </u> December 31

1.2 Holidays for Employees in 24-Hour Operations

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, or as a shift trade, the employee is paid straight time for the regularly scheduled shift or traded shift and overtime beyond the regularly scheduled shift or traded 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. As an exception, if the holiday worked is Christmas Eve or New Year's Eve, the employee will receive four (4) hours paid at time and one-half (or six hours of straight-time pay).

If the holiday falls on the employee's regularly scheduled day off, the employee is paid double time and one-half (2 1/2) 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. As an exception, if the holiday worked is Christmas Eve or New Year's Eve, the employee will receive four (4) hours of straight-time pay.

1.3 Holidays For All Other Employees

Employees shall observe City holidays. In the event a City observed holiday falls on a weekend day, the holiday will be observed on the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday. In the event a holiday falls on a regularly scheduled day off, the holiday will be observed on the date preceding the first day off, or the day following the second day off.

If Christmas or New Year's Day falls on Saturday, the holiday shall be observed on the preceding Friday, and the one-half day for Christmas Eve or New Year's Eve shall be taken on the preceding Thursday. If Christmas or Christmas Eve, New Year or New

Year's Eve falls on Sunday, the one-half day for Christmas Eve or New Year's Eve shall be observed on the preceding Friday.

Any Employee who volunteers to work or who is requested to work on a holiday will be paid at double time and one-half (2½) for all hours worked. In addition, the employee shall receive eight (8) hours of regular pay for each holiday worked.

Employees who are not in 24-hour operations will observe the holidays and receive eight (8) hours of holiday time. Employees who work 9/80 or 4/10 schedules may, with Department approval, make up the balance of time (one or two hours per day) during the same Fair Labor Standards Act work week that has been set for that employee within the employee's 2-week pay period-, or use accrued leave.

1.4 Appointed/Designated Holidays by President/Governor

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

SECTION 2. VACATION

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 4 years	12 days vacation
5 through 9 years	17 days vacation
10 through 14 years	20 days vacation
15 through 19 years	22 days vacation
20 years and over	25 days vacation

An employee may accrue a maximum number of vacation day's equivalent to three (3) years vacation accrual.

City will notify all employees of approaching maximum accrual limit at twenty (20) hours below the cap. Employees shall be provided notice no more than twice regarding the impending cap.

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 eighty (80) hours during a calendar month. Said

employee will not earn vacation benefits for that month.

2.3 Vacation Accrual - Probationary Status

Employees of the Association

Bargaining unit members shall be eligible to use accrued vacation upon successful completion of probation.

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 by twenty-fifth (25th) day of the month to be paid on the seventh (7th) pay check. Only hours which have been accrued prior to the request are eligible for buy-back. Request for vacation buy-back shall be limited to two ~~request-requests~~ per employee per fiscal year. Vacation buy-back will be paid on the employee's regular check. If the employee chooses to request a separate check, separate checks will be processed by the Finance Department twice per year and paid out in the first pay period in April and the first pay period in November of each year. The written request for a separately issued vacation buy-back check must be submitted to the Finance Department no later than ten (10) working days prior to the end of the pay period.

2.5 Request for Advance Vacation Paycheck

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

A. 1) — 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.

B. 2) — 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.

SECTION 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 eighty (80) hours of regularly scheduled work hours during a calendar month do not earn sick leave benefits for that month.

3.1 Sick Leave Usage

An employee may use sick leave because of ~~illness, injury, or death, either to the employee or to any immediate~~ employee's own illness or injury, or the illness, injury, or death of a member of the ~~employee's~~ employee's immediate family.

Sick leave usage shall conform to ~~section~~ Section 1014 of the Police Department Policy Manual.

3.2 Sick Leave Converted to Vacation

Each employee may convert accumulated sick leave in excess of four hundred and forty (440) hours to vacation at the rate of twenty-five percent (25%), i.e., four (4) hours of sick leave may be exchanged for one (1) hour of vacation.

3.3 Sick Leave Bonus

~~Employees represented by the Association~~ Bargaining unit members 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 ~~bonus~~ CTO time off. ~~The~~ The three (3) -days of sick leave used during the waiting period of an approved Workers' Compensation claim shall not be counted as sick leave used for the purpose of this section.

SECTION 4. BEREAVEMENT LEAVE

~~All full-time~~ Full time ~~employees of the Association~~ bargaining unit members shall be eligible to receive bereavement leave of four (4) ~~days~~ days/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.

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

Employees may be permitted ~~two (2)~~ three (3) additional days/shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond 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, and vacation leave in conjunction with bereavement leave, if necessary.

SECTION 5. MATERNITY/CHILD BONDING LEAVE

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

~~A) Employees covered by the Association may~~ Bargaining unit employees are entitled to take leave for maternity and child bonding in accordance with the City's

policy implementing the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). It is the intent of the city for its policies to comply with both the federal FMLA and the State CFRA.

~~B) Probation periods shall be extended for the term of any leave.~~

~~C) Pregnant employees shall wear appropriate attire while on duty. The City reserves the right to determine what constitutes appropriate maternity attire.~~

SECTION 6. PERSONAL NECESSITY LEAVE POLICY

Personal Necessity Leave. One day (8 hours) per year of sick leave may be used as personal necessity leave by employees within the Association. Use of this leave shall be in a minimum of two (2) hour increments to a total of eight (8) hours within a ~~contract~~ fiscal year (July 1st through June 30th).

Conditions of Use:

~~(a) Reasons which shall be considered as personal necessities are as follows, and prior notice is not required; however, employee shall be required to notify his/her immediate supervisor in the same manner as sick leave usage.~~

~~1. Death of a member of the immediate family. This is in addition to normal bereavement leave.~~

~~2. Accident involving his/her person or property, or the person or property of a member of the immediate family.~~

~~3. Serious or critical illness of a member of the immediate family calling for services of a physician.~~

~~(b) An employee shall give prior written notice of the use of personal necessity leave for the following reasons:~~

~~1. Appearance in any court of administrative tribunal as a litigant.~~

~~2. Personal Business. This does not include any recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date to accommodate the work schedule.~~

~~(c) A written notice stating the conditions which caused the absence shall be submitted to the employer indicating that the leave was used for personal necessity. The employee may be required to furnish additional information.~~

SECTION 7. JURY DUTY LEAVE

All bargaining unit employees, who receive a notice to appear for jury duty, or to report to be considered for jury duty, shall be entitled to absent themselves from their municipal employment for the period of time required to serve.

No deduction shall be made from the salary or benefits of an employee for time absent while being interviewed for jury duty or while on jury duty, except that all jury fees shall be remitted to the City. Travel, parking and meal allowance granted by the court shall be retained by the employee.

ARTICLE VIII PROFESSIONAL DEVELOPMENT PROGRAM — EDUCATION

SECTION 1. TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY

1.1 General Provisions

Bargaining unit members are encouraged to improve their knowledge and skills as they relate to their present position, in pursuit of a higher position in their related field, or a degree program that relates to municipal government. City will reimburse the cost to any Non-Sworn regular employee within the bargaining unit who undertakes academic, technical, or vocational training or education.

Courses taken at any college, university, business, or technical school, or courses given by a recognized correspondence school shall be approved as follows:

A. 1) Tuition, registration fees, required books and supplies and mileage to a maximum of \$1000/employee/year

B. 3) A year, as described in this policy, shall coincide with the City's fiscal year- July 1 through June 30.

-Courses must be taken on the employee's own time, outside his/her normal working hours, and employee must receive approval from his/her Department Head and the City Manager or his/her designee prior to registering for any course in order to be eligible for reimbursement. Request for approval of courses must be made on approved forms available in the Personnel Office.

SECTION 7. JURY DUTY LEAVE

All employees within the Association, who receive a notice to appear for jury duty, or to report to be considered for jury duty, shall be entitled to absent themselves from their municipal employment for the period of time required to serve.

No deduction shall be made from the salary or benefits of an employee for time absent while being interviewed for jury duty or while on jury duty, except that all jury fees shall

~~be remitted to the City. Travel, parking and meal allowance granted by the court shall be retained by the employee.~~

~~ARTICLE VIII—PROFESSIONAL DEVELOPMENT PROGRAM—EDUCATION~~

~~SECTION 1. TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY~~

~~General Provisions~~

~~Employees within the Association are encouraged to improve their knowledge and skills as they relate to their present position, to prepare for a higher position in their related field, or a degree program that relates to municipal government. City will reimburse the cost to any non-sworn permanent employee within the Association who undertakes academic, technical, or vocational training or education.~~

~~Courses taken at any college, university, business, or technical school, or courses given by a recognized correspondence school shall be approved as follows:~~

- ~~1) Tuition, registration fees, and mileage to a maximum of \$600/employee/year. A maximum of \$200 of the \$600 to be used for mileage at the rate allowed by the current IRS regulations to attend classes. If less than \$200 is used for mileage, the remaining amount may be used for tuition and registration fees.~~
- ~~2) All books and supplies required for the course.~~
- ~~3) A year, as described in this policy, shall coincide with the City's fiscal year—July 1 through June 30.~~

~~— Courses must be taken on the employee's own time, outside his/her normal working hours, and employee must receive approval from his/her Department Head and the City Manager prior to registering for any course in order to be eligible for reimbursement. Request for approval of courses must be made on approved forms available in the Personnel Office.~~

Employees must maintain a "C" level grade or receive a Certificate of Completion to be eligible for reimbursement and present proof of same at time of reimbursement request. If an employee fails to satisfactorily complete an approved course, he/she shall not be eligible for any refund for that course. Copies of transcripts of grades, a record of units completed, and copies of Certificates of Completion of approved courses shall be placed in the employee's permanent personnel file.

Reimbursement shall be made at the completion of the course upon presentation of satisfactory completion.

Exclusions. Reimbursement shall not be made for such expenses as graduation fees, student body fees, or optional fees.

SECTION 2. EDUCATION INCENTIVE PROGRAM

Every employee who has an Associate of Arts Degree from an accredited school or college upon employment, or who achieves an Associate of Arts Degree from an accredited school or college during employment, shall receive three percent (3%) additional pay added to their base salary. Employees must present a copy of the Associate of Arts Degree to Personnel in order to qualify for this benefit.

ARTICLE IX-- GRIEVANCE PROCEDURE

SECTION 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.

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.

1.2 Limitations

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

1.3 Employee Representative

At any step in the grievance procedure, the affected employee ~~concerned~~ may choose to represent himself/herself; or by that Certified choose to be represented by the Recognized Employee Organization which has been recognized by the City for that Representation Unit to which the employee's classification is assigned; or by legal counsel. The affected employee ~~concerned~~ shall be personally present at all stages unless that employee specifically waives the right in writing. For Association class grievances no individual employee has to be present at the grievance steps.

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.

1.5 Procedure

It is the intent to deal with and settle complaints and grievances informally at the nearest 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.

1.6 Informal Resolution

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 the ~~appropriate~~ Division Commander/Lieutenant as the next person in the chain of Police command. If the dispute concerns the Division Lieutenant, the grievance shall move to the next level of review.

1.67 First Step

If a mutually satisfactory resolution of a complaint as specified in the paragraph above is not reached with the Division Lieutenant, then within seven (7) days of the discussion with the ~~Division Commander of Police/Lieutenant~~, the employee or employees aggrieved may reduce to writing their complaint as a formal 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 Department Head/Police Chief~~. The ~~Department Head/Police Chief~~ or the ~~person appointed by the Department Head~~ his/her 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/Police Chief~~ shall reply in writing stating the department's view of the issue involved.

1.78 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.

1.89 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. (4) 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 (20) days upon receipt of the grievance. The Commission shall make findings and a 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.

~~(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 otherwise be provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.~~

B. 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, the American Arbitration Association, 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' representative) shall alternately strike one name from the list until one name remains and such person shall act as the Arbitrator. The next to the last name stricken shall act as the alternate Arbitrator to serve in the event the first Arbitrator is not available. This procedure shall be followed until there is no available Arbitrator.

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

1.910 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~~ Police Chief 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.

1.4011 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.

1.4412 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**

SECTION 1. City's Policy

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

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.

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.

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.

B. ~~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.

C. ~~3)~~ Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager.

A.

D. ~~4)~~ Acting appointments may not be made in excess of budgeted funds without approval of the City Council.

E. ~~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 A1 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.

F. ~~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.

G. ~~7)~~ The City Manager reserves the right to conduct hearings, upon the request of employee, Association, and/or management representative, 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.

ARTICLE XI-- GENERAL PROVISIONS

SECTION 1. CITY RESERVES THE RIGHT TO ASSIGN SHIFTS FOR PROBATIONARY EMPLOYEES

City reserves the right to assign employees to specific shifts during his/her probationary period to ensure an employee has experienced each of the three shifts, (days, evenings, and early mornings) as part of the employee's continued training.

SECTION 2. SHIFT ASSIGNMENTS

Represented employees are assigned to shifts representing workweeks of 5 days with 8 hour shifts (5/8), 4 days with 10 hour shifts (4/10), 3 days/3 days/4 days with 12 hour

shifts (3/3/4/12) or a payroll period of 9 days and 80 hours (9/80). The City agrees to continue the existing shift schedules. In the event the City contemplates a change in the work schedules, the City agrees to meet and confer with the Association. The City agrees that any proposed changes shall be based on operational needs and requirements and shall present the Association with verification of the financial and/or operational necessity for the proposed changes. The City agrees to entertain suggestions and alternatives from the Association and to meet on at least three (3) occasions prior to implementation of any such changes.

SECTION 3. FILLING OF VACANT POSITIONS WITHIN UNIT

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 4. USE OF CITY FACILITIES, WAIVER OF NON-RESIDENCE FEES, AND HEALTH CLUB BENEFIT SERVICES~~

~~A) **4.1 Facilities Usage – City Park, and Pool and Boating Ramp**~~

~~Employees within the Association bargaining unit shall have free use of certain City facilities: i.e., use of park facilities, boat launches, at no charge and shall have free admission to the City swim pool is granted to Municipal Swimming Pool for employee, spouse, and dependent children and/or stepchildren. Employees shall also have free use of the boating ramp facilities. Employees are required to show upon showing of their 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 and Community Services Department sports activities.~~

~~**4.2 Health Club Membership**~~

~~C) All employees in the Association who are members of a health club are eligible to receive \$17.50 per month reimbursement, upon submission of a receipt to the City. City agrees to reimburse employees up to seventeen Seventeen dollars Dollars and fifty Fifty cents Cents (\$17.50) per month for those employees who join or maintain membership in a health club. Evidence of dues payments shall be submitted quarterly and reimbursement shall be on a quarterly basis in the same fiscal year that the expenses were incurred.~~

~~**SECTION 5. AGENCY SHOP**~~

~~All employees within the 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 6.

4.3 City Sponsored Daycare

~~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 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).~~

SECTION 5. ON-THE-JOB INJURY - NON-SWORN EMPLOYEES

When an Association member is unable to work as the result of an injury or illness which qualifies for Workers' Compensation Insurance, the City shall continue his/her pay in the amount of his/her monthly rate for up to, but no longer than, sixty (60) calendar days. The City shall only pay that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance carrier. Such pay shall be considered on-the-job injury leave and shall not be charged to sick leave.

SECTION 76. CATASTROPHIC ILLNESS POLICY

City agrees to implement a plan wherein employees of the City may donate portions of their vacation, float and compensatory time accumulations to employees within the Association who have suffered catastrophic illnesses or injuries. An employee may not donate hours if it will result in less than sixty (60) hours of vacation balance. Such donations shall be considered as "time worked" for the purposes of benefit payments as outlined in ~~Article VII, Section 3.~~the sick leave provisions of this MOU. Catastrophic Leave shall be administered in accordance with the City's Policy on Catastrophic Leave.

SECTION 87. CLASSIFICATION

87.1 Classification Plan

The classification plan shall include a ~~schematic~~ list of class titles and a written class specification for each class of positions. Each classification shall be assigned to a salary range in the basic salary schedule.

87.2 Positions

All existing positions and all new positions in the classified service created or established by the City Council shall be allocated to the proper class in the classification plan. Such allocation of a position to a class shall be determined by duties and

responsibilities of the position based on the principle that all positions shall be included in the same class if:

A. ~~(a)~~ ~~positions~~ Positions are sufficiently similar in respect to duties and responsibilities that the same description title may be used; and

~~(b) substantially the same requirements as to education, experience and ability are demanded of the incumbents; and~~

B. ~~(c)~~ ~~substantially~~ Substantially the same test of capacities and fitness may be used in choosing qualified appointees; and

C. ~~(d)~~ ~~the~~ The same pay range may be made to apply with equity.

87.3 Emergency or Temporary Position

The City Manager may authorize temporary positions of up to six (6) -month duration, as he/she deems necessary. Any extension shall be done pursuant to the Civil Service rules.

87.4 Class Title

A position shall be identified by title in all official personnel and budget records and transactions.

87.5 Amendment and Maintenance of Classification Plan

Upon consideration of a recommendation by the Commission, the Personnel Officer, or the Union, the City Council may adopt a resolution to create new classes, modify, divide, combine, or abolish existing classes. The City Council shall establish the nature of the duties to be performed by each class, however, the language describing these duties shall be subject to meet and confer. The City Council may reassign a class from one pay range to another, or assign a newly created class affecting existing employees to the basic salary schedule, after the meeting and conferring process with the Union.

87.6 Classification Procedure

Whenever a new position is created or the duties and/or responsibilities of an existing position are modified, the Personnel Officer shall review such positions ~~pursuant to the criteria established in Section 7.2~~ and (if appropriate after meeting and conferring with the Association on the context of the job description) make such recommendations to the City Council to classify or reclassify the position to a suitable existing or new class.

87.7 Status of Reclassified Incumbents

Whenever reclassification occurs, an employee occupying the position shall be retained in the position after it has been reclassified without further competitive examination, provided that upon investigation, the Department Head concerned and the Personnel Officer find that:

- A. ~~(a)~~ ~~the~~The reclassification result from an official recognition of change in duties and responsibilities, which have already occurred;
- B. ~~(b)~~ ~~the~~The addition of duties and responsibilities (justifying the creation of a different classification) was not the result of planned management action;
- C. ~~(c)~~ ~~the~~The incumbent meets the qualifications of the new class or past performance has demonstrated the ability to perform the duties and responsibilities of the position; and
- D. ~~(d)~~ ~~the~~The incumbent has permanent status in the position.

8

7.8 Procedure for Reclassification of Incumbents

The above findings shall be transmitted by the Personnel Officer to the Union and any affected incumbents for review at the time a reclassification is under consideration.

87.9 Class Specifications

The Personnel Officer shall maintain a written specification for each class, and when adopted by the City Council shall constitute the official specification of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in City service. Each class specification shall set forth the title of the class, the definition of the duties encompassed, distinguishing characteristics (if necessary), a sample of duties, and a statement of minimum qualifications for proficient performance of the work.

A. ~~(a)~~ Availability of Class Specifications.

A copy of each class specification shall be maintained by the Personnel Office and shall indicate the date of adoption or last revision or amendment. Duplicate copy of any class specification is to be made available to any person upon request.

B. ~~(b)~~ Interpretation of Class Specifications.

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to various classes. The use of a particular expression, or an illustration as to duties should not be interpreted to exclude others not mentioned that are of a similar kind or level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the classification plan. Consideration should be given to the general duties, specific tasks, responsibilities, and qualifications desired, in relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

SECTION 98.

LAYOFF

If it is determined by the City Manager that a layoff is necessary, the following provision shall apply:

Employees within the classification involved shall be laid off in the following order of appointments: part-time probationary, full-time probationary, part-time regular and full-time regular. The order of layoff of part-time regular and full-time regular employees shall be based on the length of service of the employee- within the classification. Length of service shall include the length of time in the present classification as well as any _____ previously _____ held classifications.- In any case in which the length of service is equal between two (2) or more affected employees, the employee with the higher rated current performance evaluation shall be retained.

Should the City be forced to consider layoffs, temporary employees will be laid off before any permanentregular employee occupying an equivalent classification loses their position. No situation shall occur where a permanentregular employee loses their job while a temporary retains theirs, when they have been working side-by-side in the same capacity, no matter what the length of time that the temporary has been employed by the City.

SECTION 109. TRANSFERS AND REASSIGNMENTS

Requests for transfers and reassignments within the department from existing employees will be given consideration by the Chief of Police prior to recruitment or any other method being employed to fill vacant positions.

SECTION ~~14~~10. PERSONAL PROPERTY REPLACEMENT

The City will replace or repair personal property or prostheses of an employee, including eye glasses, hearing aids, dentures, watches, and uniforms necessarily worn or carried by the employee when such items are lost, stolen, or damaged in the line of duty without fault of the employee.

Personal property shall not include items not required for job related activities including necklaces, chains, earrings, braceletsjewelry and non-uniform articles of clothing.

If the item is damaged beyond repair, the actual value of the item shall be paid. Actual value shall be determined by the Chief of Police or his designee taking into consideration the age, serviceability and pre-loss condition of the item.

The total payable claims for eye glasses shall be one-One hundred-Hundred fifty-Fifty dollars-Dollars (\$150.00) per occurrence. The total payable claims for watches shall be fifty-Fifty dollars-Dollars (\$50.00) per occurrence.

ARTICLE XII-- 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.

**ARTICLE XIII--
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, subjects, 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 XIV--
SAVING 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.

ARTICLE XV
TERM OF MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING shall become effective as of July 1, 2011 and shall continue in full force and effect until expiration at midnight, June 30, 2015.

DATED _____

CITY OF MARTINEZ

**MARTINEZ POLICE NON-SWORN
EMPLOYEES' ASSOCIATION**

By _____
Phillip A. Vince City Manager

By _____
Robin Gonzales, President

By _____
Alan H. Shear, Assistant City Manager

By _____
Irene Merkel

By _____
Eric Ghisletta, Police Captain

By _____
David Topaz, MNSEA Negotiator

By _____
Valerie Fisher, Personnel Technician

By _____
M. Fran Buchanan, City Negotiator

ARTICLE XV--TERM OF MEMORANDUM OF UNDERSTANDING

~~This MEMORANDUM OF UNDERSTANDING shall become effective as of July 1, 2006 and shall continue in full force and effect until expiration at midnight, June 30, 2011.~~

~~CITY OF MARTINEZ _____ MARTINEZ POLICE NON-SWORN
EMPLOYEES ASSOCIATION~~

~~By _____ By _____
Don Blubaugh, Interim City Manager Susan Dozier, President
MPNSEA~~

~~By _____ By _____
Lianne Marshall Karen Johnsen~~

~~By _____ By _____~~

~~Mark Smith~~

~~Irene Merkel~~

By

~~Dennis Wright~~

ATTACHEMENT A

MARTINEZ NON-SWORN EMPLOYEES' ASSOCIATION

SALARY SCHEDULE EFFECTIVE 03-02-2011

<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>Dispatcher</u>	<u>4,412.54</u>	<u>4,626.90</u>	<u>4,848.82</u>	<u>5,083.40</u>	<u>5,329.24</u>
<u>Dispatch</u>					
<u>Supervisor</u>	<u>4,840.00</u>	<u>5,073.28</u>	<u>5,317.90</u>	<u>5,576.42</u>	<u>5,848.80</u>
<u>Police Assistant</u>	<u>3,892.70</u>	<u>4,086.86</u>	<u>4,292.44</u>	<u>4,506.80</u>	<u>4,733.76</u>
<u>Police Officer</u>					
<u>Trainee</u>	<u>4,260.88</u>				<u>4,260.88</u>
<u>Records Clerk</u>	<u>3,573.70</u>	<u>3,750.22</u>	<u>3,936.86</u>	<u>4,133.56</u>	<u>4,340.36</u>
<u>Records</u>					
<u>Supervisor</u>	<u>4,591.26</u>	<u>4,820.80</u>	<u>5,060.36</u>	<u>5,313.84</u>	<u>5,579.90</u>

SALARY SCHEDULE EFFECTIVE 01-01-2015

2% INCREASE

<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>Dispatcher</u>	<u>4,500.79</u>	<u>4,719.44</u>	<u>4,945.80</u>	<u>5,185.07</u>	<u>5,435.82</u>
<u>Dispatch</u>					
<u>Supervisor</u>	<u>4,936.80</u>	<u>5,174.75</u>	<u>5,424.26</u>	<u>5,687.95</u>	<u>5,965.78</u>
<u>Police Assistant</u>	<u>3,970.55</u>	<u>4,168.60</u>	<u>4,378.29</u>	<u>4,596.94</u>	<u>4,828.44</u>
<u>Police Officer</u>					
<u>Trainee</u>	<u>4,346.10</u>	-	-	-	<u>4,346.10</u>
<u>Records Clerk</u>	<u>3,645.17</u>	<u>3,825.22</u>	<u>4,015.60</u>	<u>4,216.23</u>	<u>4,427.17</u>
<u>Records</u>					
<u>Supervisor</u>	<u>4,683.09</u>	<u>4,917.22</u>	<u>5,161.57</u>	<u>5,420.12</u>	<u>5,691.50</u>

CITY OF MARTINEZ
and
MARTINEZ NON-SWORN EMPLOYEES' ASSOCIATION

SIDE LETTER OF AGREEMENT

RE: Terms and Conditions Concerning 12-Hour Dispatcher Shifts

Workweek

The workweek for Dispatcher is 7 a.m. each Sunday until 6:59 a. m. the following Sunday.

Schedule

The 12-Hour Shift Schedule shall be three (3) 12-hour work days in one calendar week, (3) 12-hour work days in the second calendar week, and four (4) 12-hour work days in the third calendar week.

Overtime

Each employee assigned to a 12-hour shift shall receive FLSA overtime for eight hours (8) hours for the work weeks in which the employee works forty- eight (48) hours. FLSA Overtime is calculated in accordance with applicable law and paid only after forty (40) hours of actual work without regard to paid leave utilized.

Overtime

Overtime is defined as actual hours worked in excess of forty (40) hours in the Fair Labor Standards Act work week that has been set for that employee.

Contractual Overtime

Contractual overtime, pursuant to past practice, is calculated to include any paid leave utilized.

DATED _____

FOR

**MARTINEZ POLICE NON-SWORN
EMPLOYEES' ASSOCIATION**

FOR

THE CITY OF MARTINEZ

Dave Topaz

M. Fran Buchanan

CITY OF MARTINEZ
and
MARTINEZ NON-SWORN EMPLOYEES' ASSOCIATION

SIDE LETTER OF AGREEMENT

RE: "ME TOO" Provision For 2011-2015 MOU

If any other City bargaining unit receives a better economic enhancement, i.e., retirement contribution, health plan contribution rate, or COLA during the term of this agreement, the City will provide MPNSEA with a benefit of equivalent value. The parties will meet and confer on what the specific benefit will be. Should the parties fail to reach agreement on an equivalent benefit, the dispute will be resolved through the grievance procedure.

DATED _____

FOR
MARTINEZ POLICE NON-SWORN
EMPLOYEES' ASSOCIATION

FOR
THE CITY OF MARTINEZ

Dave Topaz

M. Fran Buchanan