



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
July 25, 2012**

TO: Mayor and City Council

FROM: Alan H. Shear, Assistant City Manager

SUBJECT: Clarification of Assignment Pay Benefit in Memorandum of Understanding between the City of Martinez and the Martinez Police Officers Association

DATE: July 19, 2012

RECOMMENDATION:

Authorizing the City Manager to execute a side letter clarifying the calculation of the assignment pay benefit in the Memorandum of Understanding (MOU) between the City of Martinez and the Martinez Police Officers Association (MPOA)

BACKGROUND:

Article VI, Section 6.3.7 and 6.3.8 of the current MOU between the City and the MPOA provides a 5% assignment pay for those Officers assigned to the Detective Bureau (6.3.7) and for those Officers assigned to the position of Corporal (6.3.8). In addition, per Article VIII, Section 8.1 of the MOU, members of the MPOA are eligible to receive educational incentive pay, based upon the level of education achieved. Section 8.1.2 describes the education incentive benefit as the following:

“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.”

Based on the above language of the MOU, the education incentive pay gets added to an officer's base rate of pay from the approved salary schedule, thereby increasing an officer's permanent pay. If the officer has been assigned to the Detective Bureau and/or assigned to the position of Corporal, then the 5% assignment pay is to compound on the new salary that includes the education incentive pay. Instead, the calculations are currently done on the assignment pays of 5% on the base rate of pay per the salary schedule in the MOU, not on the new rate that includes the education incentive pay.

Representatives of the City and MPOA have met and conferred on possible resolutions to this issue. After significant research and calculations conducted by staff from personnel and finance, a viable solution proposed in the attached side letter is to adjust the assignment pays in the following manner:

Officers that are assigned to the Detective Bureau will receive supplemental salary according to the following schedule of percentages (%) applied to base pay in the approved salary schedule per the MOU:

- Officers without Regular Education Pay 5.0 %
- Officers earning 3-6% Regular Education Pay 5.35%
- Officers earning 9% Regular Education Pay 5.45%
- Sergeants without Regular Education Pay 5.0 %
- Sergeants earning 3-6% Regular Education Pay 5.35%
- Sergeants earning 9% Regular Education Pay 5.45 %

Officers that are assigned to the position of Corporal will receive supplemental salary according to the following schedule of percentages (%) applied to base pay in the approved salary schedule per the MOU:

- Officers without Regular Education Pay 5.0 %
- Officers earning 3-6% Regular Education Pay 5.35%
- Officers earning 9% Regular Education Pay 5.45%

FISCAL IMPACT:

Part of budgeted salary expenditures.

ACTION:

Authorizing the City Manager to execute a side letter clarifying the calculation of the assignment pay benefit in the Memorandum of Understanding (MOU) between the City of Martinez and the Martinez Police Officers Association (MPOA)

Attachments

RESOLUTION NO. -12

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SIDE LETTER CLARIFYING THE CALCULATION OF THE ASSIGNMENT PAY
BENEFIT IN THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF MARTINEZ AND MARTINEZ POLICE OFFICERS ASSOCIATION (MPOA)

WHEREAS, the current MOU between the City and the MPOA provides a 5% assignment pay for Officers assigned to the Detective Bureau and for those assigned to the position of Corporal; and

WHEREAS, the MOU also provides for MPOA members to receive education incentive pay, which is a permanent pay increase; and

WHEREAS, if a member of the MPOA is receiving education incentive pay and then becomes eligible for an assignment pay, said assignment pay shall be calculated according to the terms of the side letter.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute a side letter clarifying the calculation of the assignment pay benefit in the Memorandum of Understanding (MOU) between the City of Martinez and the Martinez Police Officers Association (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 an Adjourned Regular Meeting of said Council held on the 25th day of July, 2012 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANEZ, CITY CLERK
CITY OF MARTINEZ

SIDE LETTER OF AGREEMENT
between
CITY OF MARTINEZ
and
MARTINEZ POLICE OFFICERS' ASSOCIATION

DETECTIVE AND/OR CORPORAL ASSIGNMENT PAY

This SIDE LETTER is to confirm the agreement between the City of Martinez and the Martinez Police Officers' Association regarding an adjustment to the method of calculating specialty assignment pay percentage, as outlined below, effective July 1, 2012. This adjustment will remain in effect until such time as the payroll operating system utilized by the City of Martinez can accommodate the system of calculation that was in effect prior to the implementation of the MUNIS operating system. If and when the payroll operating system utilized by the City is capable of calculating the base pay compounded by the education incentive compounded by the supplemental salary as the gross pay, then the Detective Assignment and Corporal Assignment Pay will return to the supplemental rate of 5% of the base pay compounded by the education incentive ("compounding method"). Under either the compounding method or the method described below, the gross pay shall be the same. This adjustment is only to the method of calculating the specialty assignment pay percentage. It will not affect the gross pay for any employee earning specialty assignment pay.

ARTICLE VI
BENEFITS AND COMPENSATION

6.3.7 Supplemental Salary - Detective Assignments

Officers that are assigned to the Detective Bureau will receive supplemental salary according to the following schedule of percentages (%) applied to base pay in the approved salary schedule per the MOU:

Officers without Regular Education Pay	5.0 %
Officers earning 3-6% Regular Education Pay	5.35 %
Officers earning 9% Regular Education Pay	5.45%
Sergeants without Regular Education Pay	5.0 %
Sergeants earning 3-6% Regular Education Pay	5.35%
Sergeants earning 9% Regular Education Pay	5.45 %

Temporary Education Pay, as outlined in the Professional Development Program, is considered an interim allowance and not considered Regular Education Pay for the purposes of this supplemental assignment pay provision of this side letter.

6.3.8 Supplemental Salary - Corporal Assignments

Officers that are assigned to the position of Corporal will receive supplemental salary according to the following schedule of percentages (%) applied to base pay in the approved salary schedule per the MOU:

Officers without Regular Education Pay	5.0 %
Officers earning 3-6% Regular Education Pay	5.35 %
Officers earning 9% Regular Education Pay	5.45%

Temporary Education Pay, as outlined in the Professional Development Program, is considered an interim allowance and not considered Regular Education Pay for the purposes of this supplemental assignment pay provision of this side letter.

FOR THE CITY OF MARTINEZ

FOR THE ASSOCIATION

Dated: _____

Dated: _____

ARTICLE VI BENEFITS AND COMPENSATION

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.

ARTICLE VIII PROFESSIONAL DEVELOPMENT PROGRAM: EDUCATIONAL

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. Each entry level employee must have satisfactorily completed the entry level probationary period and be approved for permanent status.
- B. 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.
- C. 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.
- D. 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.
- E. Candidates must maintain a grade point of "C" or better.
- F. 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. 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).
- B. 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.

- C. 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.
- D. 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. 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. 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.