

MEMORANDUM OF UNDERSTANDING

BETWEEN



THE CITY OF MARTINEZ

AND

THE MARTINEZ POLICE

NON-SWORN EMPLOYEES' ASSOCIATION

July 1, 2015 through and including June 30, 2018

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2015 – 06/30/2018**

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**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 (MOU) in respect to, wages, hours, and other terms and conditions of employment for the duration of the MOU. City shall deduct dues from City employees and remit said dues to the Association on a monthly basis for the duration of this MOU.

**ARTICLE II
ASSOCIATION REPRESENTATION, 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 MOU 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 investigations and/or provisions of this MOU, 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 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.

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**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 MOU 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 MOU 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 MOU shall exist from July 1, 2015 through and including June 30, 2018.

In the event either party desires to negotiate a successor MOU, that party shall provide written notice to the other party of its intent to open the MOU no sooner than ninety (90) days prior to the expiration of the MOU.

**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 MOU:

- 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;

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- 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. WAGES

1.1 Salary

Effective January 1, 2016, all bargaining unit members shall receive a three percent (3%) increase to base salary.

*Effective January 1, 2017, all bargaining unit members shall receive a three percent (3%) increase to base salary.

Effective July 1, 2017, all bargaining unit members shall receive a one percent (1%) increase to base salary.

*Effective January 1, 2018, all bargaining unit members shall receive a one percent (1%) increase to base salary.

*Retirement Pick-Up

*January 1, 2017 COLA will be paid concurrently with CalPERS "Classic" members' payment of additional one percent (1%) Employee Contribution share. January 1, 2018 COLA will be paid concurrently with additional one percent Employee Contribution share for a total of five percent (5%) over the term of the MOU toward "Classic" members' seven percent (7%) Employee Contribution share.

1.2 Signing Bonus

Effective as soon as administratively feasible following Association ratification and City Council approval of this MOU, all bargaining unit members shall be paid a one-time, lump-sum Signing Bonus in the amount of Twelve Hundred and Fifty Dollars (\$1250.00).

**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

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the term of the MOU. 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 MOU. 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 eighty five percent (85%) of each increase in the premium. The employee will pay fifteen percent (15%) of each increase in the premium. Effective January 1, 2012 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 Unit members shall make the following contributions to Kaiser medical plan costs:

Office visit	\$15
Prescription	\$5 Generic / \$15 Brand
ER	\$75 (Without an admit)
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 MOU. 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 MOU. 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 in the Association. The orthodontic plan covers all family members, including employee and spouse with a \$4,000 orthodontic lifetime benefit on an 80%/20% co-payment program. The City reserves the right to change or add orthodontic plan providers during the term of the MOU. 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 MOU. Any Employer proposed changes in the plan coverage or co-pays should be implemented by mutual agreement.

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1.4 Life Insurance

City agrees to pay the premium for a life insurance policy for members in the Association which would pay two times (2X) 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 members in the 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 ⅔) 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 MOU. 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 MOU. 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 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 Computer Eye Glasses

City agrees to reimburse employees for special prescribed computer eye glasses as follows:

Eye examinations and formulation prescriptions are to be conducted at Kaiser Foundation Hospitals.

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

Lens only	\$45 single lens / \$70 bifocal
Glare-reducing tint	\$20
Basic frame	\$35
\$100 single lens/ \$125 bifocal	

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Eye examinations for Kaiser Health plan 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 CalPERS Retirement Provisions

The City contracts with California Public Employees' Retirement System (CalPERS) to provide for the following retirement benefits:

- A. Employees Hired On or Before June 30, 2012 – Classic Members – Tier 1
In accordance with the City's contract with CalPERS, employees hired on or before June 30, 2012 and are recognized as "Classic" members by CalPERS are covered by the 2%@55 benefit formula and single highest year compensation formula.

- B. Employees Hired On or After July 1, 2012 – Classic Members – Tier 2
Employees hired on or after July 1, 2012 and are recognized as "Classic" members by CalPERS are covered by the 2%@60 benefit formula and the highest consecutive thirty-six (36) months compensation formula.

- C. PEPRA - New Members
Employees hired after the enactment of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") who are recognized by CalPERS as "New Members" (see below) are covered by the 2%@62 benefit formula and the highest consecutive thirty-six (36) months compensation formula.

2.2 PEPRA Requirements

The City offers retirement benefits in conformance with PEPRA.

- A. "New Member" is defined by PEPRA to be any of the following:
 - 1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

 - 2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity as defined by CalPERS regulations.

 - 3) An individual who was an active member in a retirement system and who, after a break in service of more than six (6) months, returned to active membership in that system with a new employer.

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- B. "Classic Member" is defined by PEPRAs as a member who does not meet the definition of a "New Member". Employees who are "Classic Members", as defined above, are eligible to participate in the City retirement program as provided for in the City contract with CalPERS.

2.3 Additional CalPERS Contract Benefits

The City has contracted for optional CalPERS benefits, including but not limited to, Credit for Unused Sick Leave Upon Service Retirement, 2% Retirement COLA and the Level III 1959 Survivor Benefit.

Employees should contact Human Resources to determine eligibility for other optional benefits.

2.4 Retirement Benefit Level Determination

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

2.5 Employer and Employee Payments of Employee CalPERS Share

A. Employer Payment of Classic Employee Contribution (EPMC)

The CalPERS Employee contribution portion for Classic employees is seven percent (7%).

Effective January 1, 2017 and concurrently with the payment of the three percent (3%) Bargaining Unit COLA provided for in the Salary Section of this MOU, CalPERS "Classic" members shall pay an additional one percent (1%) of their employee contribution for a total of four percent (4%) of the seven percent (7%) employee share and the employer shall continue to pay the remaining three percent (3%) as EPMC.

Effective January 1, 2018 and concurrently with the payment of the one percent (1%) Bargaining Unit COLA provided for in the Salary Section of this MOU, CalPERS "Classic" members shall pay an additional one percent (1%) of their employee contribution for a total of five percent (5%) of the seven percent (7%) employee share and the employer shall continue to pay the remaining two percent (2%) as EPMC.

The City shall continue to report the amount of Employer Paid Member Contribution (EPMC) to CalPERS as compensation. CalPERS PEPRAs members are not eligible for EPMC.

B. PEPRA - New Member Employee Contributions

In accordance with PEPRAs, "New Members" are required to pay one half of the total normal cost, as determined annually by CalPERS, toward retirement.

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- C. Pre-tax Payment of Employee Contributions
CalPERS Employee contributions shall be made as pre-tax payments in accordance with IRS Code Section 414h(2).

2.6 CalPERS Retirement - Health Benefits

Bargaining unit members who retire for service or disability retirement under CalPERS 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. 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%

SECTION 3. GENERAL BENEFITS, ALLOWANCES AND SPECIAL PAY

3.1 Uniform Allowances

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

3.2 Deferred Compensation Deposit

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

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3.4 Premium Pay for Training of Personnel

City agrees to pay a five percent (5%) premium to any employee in 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 shift beginning on or 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 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 Language (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. Employees requesting to be considered for bilingual pay must submit a written request to Personnel. The request must state the qualifying language.
- B. Upon receipt of the request, Human Resources shall arrange for an oral or ASL testing procedure to be administered by an agreed upon local provider.

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- C. Upon notice of certification, Human Resources shall generate the appropriate Personnel Action form to initiate bilingual pay.
- D. Those employees who do not pass the testing procedure may submit a request to be re-tested after three (3) months.

3.8 Booking Duty Pay

Employees covered by this MOU 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. Employees other than Dispatchers 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-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%).

3.11 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 jewelry 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 Hundred Fifty Dollars (\$150.00) per occurrence. The total payable claims for watches shall be Fifty Dollars (\$50.00) per occurrence.

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SECTION 4. WORKWEEK AND SCHEDULED SHIFTS

4.1 Workweek

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

4.2 Schedules

A. Dispatch

The Dispatch 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 days in the third calendar week.

B. Non-Dispatch Employees

The schedule for all other employees shall be four (4) 10-hour work days in one designated workweek.

C. Alternate Work Schedule (FLSA Overtime)

Each employee assigned to a 12-Hour shift shall receive FLSA overtime for eight (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.

4.3 Shift Assignments

A. Shifts

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.

B. City Right to Assign Probationary Employee Shifts

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.

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4.4 Overtime

A. Overtime Defined

Bargaining Unit members shall be compensated at a rate of one and one-half (1½ times) the regular rate of pay. 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.

B. FLSA 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.

C. Contractual Overtime

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.

4.5 Meal Allowance for Overtime

A meal allowance of Eight Dollars (\$8.00) shall be paid to any Association member 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.

4.6 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.

4.7 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.

4.8 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.

4.9 Compensatory Time Off

Employees in classifications assigned to the Association may elect compensatory time off (CTO) pay in lieu of overtime, providing that the accumulation of such compensatory time shall not exceed one hundred (100) hours. Scheduling of compensatory time off must be approved by the Department.

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4.10 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 (½ day)	December 24
Christmas Day	December 25
New Year's Eve (½ day)	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 (2½) 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

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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) within the employee's 2-week pay period, or use accrued leave.

1.4 Designated Holidays by President/Governor

In addition to the above, City shall observe every day 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.

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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

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 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 regular employees with advance vacation paychecks as follows:

- A. If a payday occurs during the employee's scheduled vacation, City will advance the employee a check in the amount, which he/she would receive, on his/her regular paycheck. 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. 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

3.1 Sick Leave Accrual Rate

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.

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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.

3.2 Sick Leave Usage

- A. An employee may use sick leave accruals because of illness or injury to employee or a family member. An employee may also use sick leave for medical and dental diagnosis, care, or treatment, of an existing health condition or preventive care for themselves or their family member.
- B. For purposes of this Section, family member shall be defined as:
- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age of the dependency status);
 - A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - A spouse/registered domestic partner;
 - A grandparent;
 - A grandchild;
 - A sibling; or
 - Other persons living within the employee's household.
- C. An employee may request use of sick leave as an extension of bereavement leave, subject to the approval of the employee's supervisor. Such approval shall not be unreasonably denied.
- D. Use of available sick leave accrual is also allowed for relief or services for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code section 230(c) and Labor Code section 230,1(a). With appropriate certification, such services include:
- To seek a temporary restraining order or restraining order
 - To seek other injunctive relief to help ensure the health, safety or welfare of themselves or their children
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation

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

3.3 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.

3.4 Sick Leave Bonus

Bargaining unit members who use thirty-two (32) hours or less in sick leave during each fiscal year of this MOU shall be awarded eight (8) hours of CTO time off. 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. Effective upon Association ratification and Council approval of this MOU, for the purpose of this MOU section, medical appointments on account of a Workers' Compensation illness/injury shall not be counted in the calculation of sick leave use.

3.5 On-the-Job Injury

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.

3.6 Catastrophic Illness / Injury Policy

Employees of the City may donate portions of their vacation, float and compensatory time accumulations to employees in 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 the sick leave provisions of this MOU. Catastrophic Leave shall be administered in accordance with the City's Policy on Catastrophic Leave.

SECTION 4. BEREAVEMENT LEAVE

Full time bargaining unit members shall be eligible to receive bereavement leave of four (4) 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, registered domestic partner, mother, father, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchild, stepfather, stepmother, aunt, uncle, grandfather, grandmother and

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grandchildren of the employee, and all persons living as a member of the family of such employee.

Employees may be permitted three (3) additional shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond four (4) 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

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.

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

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 in 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 fiscal year (July 1st through June 30th).

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 jury duty leave 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.

SECTION 8. 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.

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**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. Tuition, registration fees, required books and supplies and mileage to a maximum of \$1000/employee/year;
- B. A year, as described in this policy, shall coincide with the City's fiscal year-July 1 through June 30.
- C. 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.

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 or Science Degree (AA/AS) from an accredited school or college upon employment, or who achieves an AA or AS Degree from an accredited school or college during employment, shall receive three percent (3%) additional pay added to their base salary. Every employee who has a Bachelor of

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Arts or Science (BA/BS) Degree from an accredited school or college upon employment, or who achieves a BA or BS degree from an accredited school or college during employment, shall receive in addition to the three percent (3%) pay, One Hundred Fifty Dollars (\$150) added to their monthly base salary. Employees must present a copy of their Degree(s) to Human Resources 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 dispute by an employee or group of employees, or a formally recognized employee organization concerning (1) the application or interpretation of policies or procedures, including the Memorandum of Understanding (MOU), or the practical consequences that decisions on these matters may have upon an affected employee or group of employees; (2) 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 MOU or issues relating thereto is not a grievance.

1.3 Employee Representative

At any step in the grievance procedure, the affected employee may choose to represent himself/herself; or choose to be represented by the Recognized Employee Organization to which the employee's classification is assigned; or by legal counsel. The affected employee 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 Recognized Employee Organization 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,

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

1.7 First Step

If a mutually satisfactory resolution of a complaint as specified in the paragraph above is not reached with the Division Lieutenant/Commander, then within seven (7) days of the discussion with the Division Lieutenant/Commander, 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 Police Chief. The Police Chief or 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 Police Chief shall reply in writing stating the department's view of the issue involved.

1.8 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 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.

1.9 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):

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- A. 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.

- B. 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. 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's 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.

1.10 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 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.

1.11 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.

1.12 No Interruption of Work

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

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**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. 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. 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 regular appointment is made, or until such time as the incumbent has returned to duty or upon termination of a temporary project.
- C. Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager.
- D. Acting appointments may not be made in excess of budgeted funds without approval of the City Council.
- E. Upon formal assignment of acting status by the appropriate management representative, an employee will begin to earn a salary which is equal to Step 1 of the salary assigned to the class for which the acting status has been made. However, the employee shall receive at least five percent (5%) above the employee's present salary.
- F. 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 regular position. However, such salary increase will only be paid

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to maintain a minimum five percent (5%) differential above the salary to which the employee is entitled to in his/her regular position.

- G. 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 FACILITIES AND SERVICES

1.1 Facilities Usage – City Park, Pool and Boating Ramp

Employees in the bargaining unit shall have use of City park facilities at no charge and shall have free admission to the 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 their identification.

1.2 Health Club Membership

City agrees to reimburse employees up to Seventeen Dollars and Fifty 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.

1.3 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 2. CLASSIFICATION

2.1 Classification Plan

The classification plan shall include a 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.

2.2 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:

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- A. Positions are sufficiently similar in respect to duties and responsibilities that the same description title may be used; and
- B. Substantially the same test of capacities and fitness may be used in choosing qualified appointees; and
- C. The same pay range may be made to apply with equity.

2.3 Emergency or Temporary Position

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

2.4 Class Title

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

2.5 Amendment and Maintenance of Classification Plan

Upon consideration of a recommendation by the Commission, the Personnel Officer, or the Association, the City Council may adopt a resolution to create new represented classes, modify, divide, combine, or abolish existing classes. The basis of such recommendation shall be relevant data compiled by the City including, but not limited to appropriate salary. The City Council shall establish the nature of the duties to be performed by each classification; 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 Association.

2.6 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 and (if appropriate after meeting and conferring with the Association on the content of the job description) make such recommendations to the City Council to classify or reclassify the position to a suitable existing or new class. The reclassification procedure and form are included in Appendix "A" of this MOU.

2.7 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. The reclassification resulted from an official recognition of change in duties and responsibilities, which have already occurred;

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- B. The addition of duties and responsibilities (justifying the creation of a different classification) was not the result of planned management action;
- C. 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. The incumbent has regular status in the position.

2.8 Procedure for Reclassification of Incumbents

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

2.9 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. Availability of Class Specifications

A copy of each class specification shall be maintained by Human Resources 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. 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 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.

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SECTION 4. 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 5. 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 regular employee occupying an equivalent classification loses their position. No situation shall occur where a regular 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.

**ARTICLE XII
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.

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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 XIII
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 XIV
TERM OF MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING shall become effective as of July 1, 2015 and shall continue in full force and effect until expiration at midnight, June 30, 2018.

DATED _____

CITY OF MARTINEZ

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

By _____
Jim Jakel, Interim City Manager

By _____
Robin Gonzales, President

By _____
Alan H. Shear, Assistant City Manager

By _____
Irene Merkel

By _____
Eric Ghisletta, Police Commander

By _____
Josephine London

By _____
Valerie Fisher, HR Technician

By _____
Aaron Donato, MPNSEA Negotiator

By _____
M. Fran Buchanan, City Negotiator

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2015 – 06/30/2018**

ATTACHMENT A

MARTINEZ NON-SWORN EMPLOYEES' ASSOCIATION

SALARY SCHEDULE

		Step 1	Step 2	Step 3	Step 4	Step 5
	EFFECTIVE 1/1/16 3%					
4001	Dispatch Supervisor	5084.90	5422.30	5782.10	6165.76	6574.88
4004	Dispatcher	4635.82	4861.02	5094.18	5340.62	5598.90
4003	Police Assistant	4089.68	4293.66	4509.62	4734.84	4973.30
4005	Police Officer Trainee	4476.48				4476.48
4007	Records Clerk	3754.54	3939.98	4136.06	4342.72	4559.98
4008	Records Supervisor	4823.58	5064.74	5316.40	5582.72	5862.24

		Step 1	Step 2	Step 3	Step 4	Step 5
	EFFECTIVE 1/1/17 3%					
4001	Dispatch Supervisor	5237.44	5584.96	5955.56	6350.72	6772.12
4004	Dispatcher	4774.90	5006.86	5247.00	5500.84	5766.86
4003	Police Assistant	4212.38	4422.46	4644.90	4876.88	5122.50
4005	Police Officer Trainee	4610.78				4610.78
4007	Records Clerk	3867.18	4058.18	4260.14	4473.00	4696.78
4008	Records Supervisor	4968.28	5216.68	5475.90	5750.20	6038.10

		Step 1	Step 2	Step 3	Step 4	Step 5
	EFFECTIVE 7/1/17 1%					
4001	Dispatch Supervisor	5289.82	5640.80	6015.12	6414.22	6839.84
4004	Dispatcher	4822.64	5056.92	5299.48	5555.84	5824.52
4003	Police Assistant	4254.50	4466.68	4691.34	4925.64	5173.72
4005	Police Officer Trainee	4656.88				4656.88
4007	Records Clerk	3905.86	4098.76	4302.74	4517.74	4743.74
4008	Records Supervisor	5017.96	5268.84	5530.66	5807.70	6098.48

		Step 1	Step 2	Step 3	Step 4	Step 5
	EFFECTIVE 1/1/18 1%					
4001	Dispatch Supervisor	5342.70	5697.20	6075.26	6478.36	6908.24
4004	Dispatcher	4870.86	5107.48	5352.48	5611.40	5882.76
4003	Police Assistant	4297.04	4511.34	4738.26	4974.90	5225.46
4005	Police Officer Trainee	4703.44				4703.44
4007	Records Clerk	3944.92	4139.74	4345.76	4562.92	4791.18
4008	Records Supervisor	5068.14	5321.52	5585.96	5865.78	6159.46

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
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07/01/2015 – 06/30/2018**

APPENDIX A

CITY OF MARTINEZ

CLASSIFICATION REVIEW PROCEDURES

- A request to review a classification or a specific position within a classification may be initiated by a Department Head or other designated department representative, an individual employee or the bargaining unit of the affected classification. This request is initiated by completion of a Classification Review Request.
- A request for reclassification shall be submitted for consideration twice per year: March 1st through March 15th and September 1st through September 15th. The City shall provide an initial response within ninety (90) days of submission.
- The request is forwarded through the Department Head to Human Resources, and the Administrative Services Director will decide whether the study will be conducted internally or by a consultant.
- Incumbents, their supervisors, and/or subject matter experts will be asked to complete a Position Description Questionnaire (PDQ).
- The review process will include a review of the existing job description and the PDQ, and may also include but is not limited to an on-site job audit; survey of other jurisdictions; and review of comparable internal classifications.
- A preliminary report that includes essential duties of the position, analysis and recommendations, implementation methodology and cost, and a new or revised job description, if needed, will be reviewed by the Administrative Services Director and the Department Head (or designated representative) and the affected employees. This is an opportunity for all parties to provide feedback, additional information and documentation. If necessary, affected employees may request a meeting with the Administrative Services Director and Department Head.
- A final report will be prepared and distributed to the Administrative Services Director and the Department Head for sign-off.
- Final report is forwarded to the City Manager for consideration and final approval or disapproval.
- A notice to the incumbent(s) stating the final results and any further steps in the process shall be provided to the affected employee and the Bargaining Unit of the affected classification. If the reclassification request is successful, Human Resources will process necessary documents needed to implement recommendations such as Civil Service Board documents, Personnel Action Forms and Resolutions.
- Approximate timeline for classification studies: individual classification studies will take approximately 3 to 6 months for completion. Unit studies may take up to one year to complete, depending on the complexity of the study, and the number of positions or classification series being studied.
- The effective date of any changes will be the first of the month following the date of approval by the City Manager.

MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
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07/01/2015 – 06/30/2018

CITY OF MARTINEZ

CLASSIFICATION REVIEW REQUEST

Department: _____ Unit: _____

New Position Vacant Filled Position

Incumbent: _____ Length of Time in Position: _____

Department Request Employee Request Other _____

Department Contact

Department Head Approval

Justification for Request (Note: If position is filled, state how duties and responsibilities are significantly different than current classification.)

Date Received by Human Resources: _____

Date of Final Report: _____

Department Head Approval: _____

Administrative Services Director Approval: _____

City Manager Approval: _____

Effective Date: _____

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2015 – 06/30/2018**

**CITY OF MARTINEZ
and
NON-SWORN EMPLOYEES' ASSOCIATION**

SIDE LETTER OF AGREEMENT

RE: Pending Decision of Social Security Coverage for Unit Members

In recognition of the potential impact of the pending CalPERS decision on whether the members of this bargaining unit shall at a future date be covered by the provisions of Social Security, the parties agree to Meet & Confer on the impact to the bargaining unit, if any, within sixty (60) days of CalPERS' notice to the City of its decision. The discussion shall be limited to the following areas:

- Whether the bargaining unit members will be covered by Social Security
- Employee contribution to Social Security
- City contribution to Social Security

The parties agree that they shall meet and confer in good faith shall not unduly delay the meet and confer process.

DATED _____

FOR MPNSEA

FOR CITY OF MARTINEZ

Robin Gonzales, President

Jim Jakel, Interim City Manager

Aaron Donato, MPNSEA Negotiator

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
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**CITY OF MARTINEZ
and
NON-SWORN EMPLOYEES' ASSOCIATION**

SIDE LETTER OF AGREEMENT

RE: Letter of Intent to Initiate Contract for CalPERS Medical and Retiree Medical Coverage and VSP Vision Coverage

The provisions of this Side Letter seek to amend Article VI, Section 1, the Benefits/Insurance Plans section of the current MOU. The parties agree that as soon as administratively feasible, the City shall initiate the process of contracting with CalPERS for medical and retiree medical coverage and that no less than sixty (60) days prior to initiating a contract with CalPERS, the City and the Association will Meet & Confer on the implementation terms and conditions.

At the time that the City initiates a CalPERS medical plan contract, the City shall also initiate the process to offer the Signature VSP vision plan coverage for bargaining unit members.

DATED _____

FOR MPNSEA

FOR CITY OF MARTINEZ

Robin Gonzales, President

Jim Jakel, Interim City Manager

Aaron Donato, MPNSEA Negotiator

**CITY OF MARTINEZ
and
MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION**

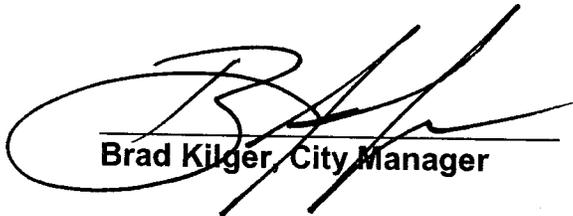
SIDE LETTER OF AGREEMENT

Purpose: To Agree Upon and Implement an Employee Safety Incentive Policy Establishing an Injury Free Leave Day Reward Program

The CITY OF MARTINEZ and MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION hereby agree as follows:

The "City of Martinez Employee Safety Incentive Policy Martinez Police Non-Sworn Employees' Association" attached hereto as Exhibit "A" and incorporated by reference herein ("Policy") establishing and delineating an Injury Free Leave Day Reward program shall be provided by the City of Martinez to employees within the Martinez Police Non-Sworn Employees' Association ("MPNSEA") in accordance with the terms of the Policy.

For the City of Martinez



Brad Kilger, City Manager

For MPNSEA



Robin Gonzales, Board President

Dated: 7/1/16

Dated: 6/20/16

CITY OF MARTINEZ
EMPLOYEE SAFETY INCENTIVE POLICY
MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION

PURPOSE

To recognize and reward employees in higher-risk job classifications who perform their jobs without a recordable injury or illness.

APPLICABILITY

Eligibility under this Policy applies to all City employees designated as full-time within the Martinez Police Non-sworn Employees' Association (MPNSEA).

DEFINITIONS

"Cumulative Trauma Injury" – An employee may file a claim due to an injury that is the result of cumulative (or repetitive) work that generally occurs over several years. Examples are carpal tunnel syndrome, back pain, or internal ailments (e.g. hypertension, cardiovascular). When those claims are filed, instead of having one specific claim date, they typically have a date span such as "January 1990 to the Present." With regard to this specific Policy, the date the claim is filed shall be the date used to determine eligibility or disqualification from the Incentive Program.

"Eligible Employees" – Certain full-time job classifications/positions will be designated as eligible for this Program. Injury and accident statistics are a major factor in designating eligible positions. Transferring employees must have transferred from a position designated as eligible and have participated in the program for the full (12) months of the current program period to be considered eligible. New and transferred employees who were not previously eligible to participate must wait until the next full twelve (12) month period to participate.

"Group" – A Group is comprised of all Eligible Employees.

"Injury Free Leave Day (IFL)" – A compensated day/shift off (which may be 8, 10, or 12 hours, depending upon the employee's regular work day/shift), awarded to an Eligible Employee who perform their duties without a Recordable Injury during the Program Year. IFL days will be provided by the July 23rd paycheck, and must be used by December 31st of the same year. Time off shall be granted subject to the existing practices for approving leave within the Eligible Employee's department. IFL has no cash "buyback" value and is forfeited if unused by December 31st of the year provided, or by the Eligible Employee's separation or retirement, if earlier.

"Program Year" – A 12-month period commencing July 1st and extending to the following June 30th.

"Recordable Injury" – A recordable injury is any injury requiring medical treatment beyond a First Aid or Medical Only claim and otherwise meets the criteria set forth by Cal/OSHA. Recordable injuries generally require the Eligible Employee to be off work, on modified duty, or are exposure injuries (e.g. bloodborne pathogen incidents), that also require the employee to be seen at the appropriate occupational health clinic as designated by the City or the appropriate physician as pre-designated by the employee.

PROCEDURES

A. Safety Incentive Program

1. Programs Defined:

1. A Group that completes the entire Program Year with no more than one (1) Recordable Injury shall receive a special recognition item to be determined by the Safety Advisory Committee with input from the department.
2. Eligible Employees that maintain the entire Program Year without a Recordable Injury shall receive an Injury Free Leave Day (IFL), as defined herein.
3. Groups and Eligible Employees that maintain the entire Program Year without a Recordable Injury shall be recognized at the City's Annual Safety Luncheon, to be held in July or August each year, starting with a special kickoff event in 2016. All City employees are invited to the Annual Safety Luncheon.

B. Effective Date

This Program shall, upon adoption, become effective as of July 1, 2016.