

MEMORANDUM OF UNDERSTANDING

BETWEEN



THE CITY OF MARTINEZ

AND

THE MARTINEZ POLICE

NON-SWORN EMPLOYEES' ASSOCIATION

July 1, 2023 through and including June 30, 2027

Contents

ARTICLE I	5
ASSOCIATION RECOGNITION, ASSOCIATION MEMBERSHIP, AND	5
DEDUCTION OF ASSOCIATION DUES	5
ARTICLE II	5
ASSOCIATION REPRESENTATION, TIME OFF FOR REPRESENTATION DUTIES AND	
AGENCY SHOP	5
ARTICLE III	6
SCOPE AND TERM OF AGREEMENT	6
SECTION 1. TERMS AND CONDITIONS OF AGREEMENT	6
SECTION 2. TERM OF AGREEMENT	6
ARTICLE IV	6
MANAGEMENT RIGHTS	6
ARTICLE V	7
SALARIES	7
SECTION 1. WAGES	7
1.1 Salary	7
1.2 Salary Survey	8
ARTICLE VI	8
BENEFITS AND COMPENSATION	8
SECTION 1. BENEFITS/INSURANCE PLANS	8
1.1 Medical	8
1.2 Dental	9
1.3 Orthodontic	9
1.4 Life Insurance	9
1.5 Long-Term Disability Insurance	9
1.6 Health Plan and Dental Benefit to Survivors of Members of Association Killed in the	
Line of Duty	9
1.7 Medical Insurance - Cash-in-lieu	10
1.8 Special Computer Eye Glasses	10
1.9 Vision	10
SECTION 2. RETIREMENT	10
2.1 CalPERS Retirement Provisions	10
2.2 PEPRA Requirements	11
2.3 Additional CalPERS Contract Benefits	11
2.4 Retirement Benefit Level Determination	11
2.5 Employer and Employee Payments of Employee CalPERS Share	12
2.6 CalPERS Retirement - Health Benefits	12
2.7 Social Security Participation (Per Side Letter 10/2018)	12
SECTION 3. GENERAL BENEFITS, ALLOWANCES AND SPECIAL PAY	13
3.1 Uniform Allowances	13
3.2 Deferred Compensation Deposit	13
3.3 Court Appearances and Call-Out	13
3.3.1 Pay for Meetings and/or Training During Non-Duty Time	13

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

3.4	Premium Pay for Training of Personnel _____	14
3.5	Shift Differential _____	14
3.6	Longevity Pay Increase _____	14
3.7	Bilingual Pay _____	15
3.8	Booking Duty Pay _____	15
3.9	Dispatcher Stand-by Pay _____	15
3.10	IT Special Assignment Pay _____	16
3.11	Personal Property Replacement _____	16
SECTION 4. WORKWEEK AND SCHEDULED SHIFTS _____		16
4.1	Workweek _____	16
4.2	Schedules _____	16
4.3	Shift Assignments _____	17
4.4	Overtime _____	17
4.5	Meal Allowance for Overtime _____	17
4.6	Limit on Number of Hours Worked _____	18
4.7	Overtime on Days Off _____	18
4.8	Overtime Payment for Extended Shift While on Leave _____	18
4.9	Compensatory Time Off _____	18
4.10	Compensatory Time Buy-Back _____	18
4.11	Breaks _____	18
ARTICLE VII _____		19
HOLIDAYS/VACATION AND LEAVES _____		19
SECTION 1. HOLIDAY LEAVE/PAY _____		19
1.1	Holidays Observed _____	19
1.2	Holidays for Employees in 24-Hour Operations _____	19
1.3	Holidays for All Other Employees _____	20
1.4	Designated Holidays by President/Governor _____	21
1.5	Floating Holiday _____	21
SECTION 2. VACATION _____		21
2.1	Vacation Days/Years of Service _____	21
2.2	Vacation Accrual - Absent Without Pay _____	21
2.3	Vacation Accrual - Probationary Status _____	22
2.4	Vacation Buy-Back _____	22
2.5	Request for Advance Vacation Paycheck _____	22
SECTION 3. SICK LEAVE _____		22
3.1	Sick Leave Accrual Rate _____	22
3.2	Sick Leave Usage _____	23
3.3	Sick Leave Converted to Vacation _____	24
3.4	Sick Leave Bonus _____	24
3.5	On-the-Job Injury _____	24
3.6	Catastrophic Illness / Injury Policy _____	24
SECTION 4. BEREAVEMENT LEAVE _____		24
SECTION 5. MATERNITY/CHILD BONDING LEAVE _____		25
SECTION 6. PERSONAL NECESSITY LEAVE POLICY _____		25
SECTION 7. JURY DUTY LEAVE _____		25
SECTION 8. ATTENDANCE AT ASSOCIATION CONFERENCES AND PROGRAMS _____		25

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

ARTICLE VIII	26
PROFESSIONAL DEVELOPMENT PROGRAM – EDUCATION	26
SECTION 1. TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY	26
1.1 General Provisions	26
SECTION 2. EDUCATION INCENTIVE PROGRAM	27
ARTICLE IX	27
GRIEVANCE PROCEDURE & DISCIPLINE INVESTIGATIONS	27
SECTION 1. PURPOSE	27
1.1 Grievance Defined	27
1.2 Limitations	28
1.3 Employee Representative	28
1.4 Class Action	28
1.5 Procedure	28
1.6 Informal Resolution	28
1.7 First Step	28
1.8 Second Step	29
1.9 Third Step	29
1.10 Decision - Final and Binding	30
1.11 Waiver of Steps or Time Limits	30
1.12 No Interruption of Work	30
SECTION 2. DISCIPLINE INVESTIGATIONS	31
2.1 Administrative Investigation Procedures	31
ARTICLE X	32
ACTING APPOINTMENTS	32
SECTION 1. CITY'S POLICY	32
1.1 Definition	32
1.2 Acting Status Pay Provisions	32
1.3 Policies and Procedures	32
ARTICLE XI	33
GENERAL PROVISIONS	33
SECTION 1. CITY FACILITIES AND SERVICES	33
1.1 Facilities Usage – City Park, Pool and Boating Ramp	33
1.2 Health Club Membership	33
1.3 City Sponsored Daycare	34
SECTION 2. CLASSIFICATION	34
2.1 Classification Plan	34
2.2 Positions	34
2.3 Emergency or Temporary Position	34
2.4 Class Title	34
2.5 Amendment and Maintenance of Classification Plan	34
2.6 Classification Procedure	35
2.7 Status of Reclassified Incumbents	35
2.8 Procedure for Reclassification of Incumbents	35
2.9 Class Specifications	35

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

SECTION 3. FILLING OF VACANT POSITIONS WITHIN UNIT	36
SECTION 4. TRANSFERS AND REASSIGNMENTS	36
SECTION 5. LAYOFF	36
ARTICLE XII	37
FULL AGREEMENT	37
ARTICLE XIII	37
SAVING CLAUSE	37
ARTICLE XIV	38
TERM OF MEMORANDUM OF UNDERSTANDING	38
ATTACHMENT A	39
SALARY SCHEDULE	39
APPENDIX A	40
CLASSIFICATION REVIEW PROCEDURES	40
CLASSIFICATION REVIEW REQUEST	41
SIDE LETTER OF AGREEMENT	42
EMPLOYEE SAFETY INCENTIVE POLICY	44
SIDE LETTER OF AGREEMENT – HOLIDAY PAY	46

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

**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 bargaining unit members 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 bargaining unit represented by the Martinez Non-Sworn Employees' Association may voluntarily join the Association and pay dues and authorize deductions for those dues and other MPNSEA sponsored member benefits (hereinafter "payroll deductions"). It shall be the responsibility of the Association to maintain a record of employees who have given their written consent for the payroll deductions specified above. The Association shall certify in writing to the City the name of such members and the amounts authorized to be deducted from the member's paycheck.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

The City will implement any change to an employee's payroll deductions in the first full pay period following notification of such change by the Association. Such notification will be received by the 10th and 25th for implementation the following pay period.

Requests to cancel or change the payroll deductions specified above shall be in writing from the MPNSEA. The City will rely on information provided by the MPNSEA regarding whether the payroll deductions were properly cancelled or changed, and the MPNSEA will indemnify the City for any claims made by the employee for changes made in reliance on that information.

**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, 2023 through and including June 30, 2027.

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;

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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

**ARTICLE V
SALARIES**

SECTION 1. WAGES

1.1 Salary

Effective the first pay period following Council adoption of July 19, 2023 of the Tentative Agreement to successor MOU, all bargaining unit members shall receive a four percent (4.2%) increase to base salary.

Year 1 – 4.2%, effective July 1, 2023, or first full pay period following City Council adoption of the successor labor agreement, whichever is later.

Year 2 – 2.5%-4.5% increase effective July 1, 2024, based on April 2024 CPI Index, SF/Bay Area.

Year 3 – 2.5%-4.5% increase effective July 1, 2025, based on April 2025 CPI Index, SF/Bay Area.

Year 4 – 2.5%-4.5% increase effective July 1, 2026, based on April 2026 CPI Index, SF/Bay Area.

*Retirement Pick-Up

*January 1, 2020 COLA will be paid concurrently with CalPERS “Classic” members’ payment of additional two percent (2%) Employee Contribution share, for a total of seven percent (7%) Employee Contribution share.

In addition, a one-time market salary adjustment for the Records Supervisor at 10.7%. Market adjustment will precede the first year COLA adjustment.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

1.2 Salary Survey

- The parties agree that within sixty (60) days of Council adoption of the successor MOU, the City will meet and confer with Association representatives over the methodology of a total compensation survey of each of the classifications in the MPNSEA bargaining unit, to include compaction.
- The parties further agree that within thirty (30) days of the parties' agreement on the survey methodology, the City will initiate the survey with a vendor of the City's choice.
- The parties further agree that within thirty (30) days of receipt of the survey, City and Association representatives will reopen the salary article in the MOU and meet and confer over the survey's findings and conclusions.
- The parties further agree that ninety (90) days prior to expiration of the successor MOU, the City will initiate a survey, using the agreed methodology, with the objective of having a survey completed for successor contract negotiations.

**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 will provide CalPERS Health Plan, effective 1/1/2022. The City reserves the right to change medical, drug and optical plans 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.

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

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 (66⅔) 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

remarriage and for dependent children of the deceased employee in accordance with standard procedures covering dependents.

1.7 Medical Insurance - Cash-in-lieu

The City agrees to pay one hundred percent (100%) of its contribution for single Kaiser Plan coverage in the form of a cash-in-lieu payment 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 eyeglasses 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	

1.9 Vision

The City agrees to provide comparable vision benefits through Vision Service Plan. Employees covered by the CalPERS medical insurance plan are eligible for vision coverage.

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

B. "Classic Member" is defined by PEPRA 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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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, 2020 and concurrently with the payment of the two percent (2%) Bargaining Unit COLA provided for in the Salary Section of this MOU, CalPERS "Classic" members shall pay an additional two percent (2%) of their employee contribution for a total of seven percent (7%), or 100% of the employee contribution.

B. PEPRA - New Member Employee Contributions

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

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%

2.7 Social Security Participation (Per Side Letter 10/2018)

The City of Martinez CalPERS plan for Miscellaneous employees is coordinated with Social Security. The employee contribution is 6.2% each pay period.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

Following the City Council's adoption of the July 1, 2019- June 30, 2021 successor MOU, the City increased each bargaining unit members' base hourly wage by six point two percent (6.2%) concurrently with the member continuing to assume the 6.2% employee contribution toward social security.

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. Call-out is defined as hours worked when an employee has already been relieved of duty, has left the station, and then is called back to duty for an unscheduled and required emergency response.

Call-out time begins when the employee reports to the Department or scene. Call-out pay provided in this section does not apply to meetings or training sessions or other work that does not fit within the definition of an unscheduled required emergency response.

Also, call-out pay provided in this section does not apply if the employee is called back to duty early within 30 minutes of the employee's regularly scheduled shift.

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

- Employees shall be paid a minimum of four (4) hours or actual time worked, whichever is greater, at the appropriate overtime rate for meetings or training sessions during non-duty time.
- The minimum shall not apply when it would result in the employee being paid twice for the same time. In such case, the minimum shall be calculated to eliminate the overlap. For example, if an employee attended training at 1600 hours for 1 hour and their regular shift started at 1800 hours, they would be

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

entitled to a minimum of 2 hours at the appropriate overtime rate instead of 4 hours.

- The minimum shall not apply to travel time to or from assigned training. Travel time is only compensable in accordance with FLSA regulations.
- Work schedules may be temporarily realigned for employees assigned to attend training.

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

Upon completion of fifteen (15) years of full-time service with the City, the employee will receive a five percent (5%) increase in salary.

Eligibility for benefit shall commence on the first day of the month following fifteen (15) full years of service.

Upon completion of twenty (20) years of service with the City, the employee will receive an additional two percent (2%) increase in salary for a total of seven percent (7%).

Upon completion of twenty-five (25) years of service with the City, the employee will receive an additional two and one-half percent (2.5%) increase in salary for a total of nine and one-half percent (9.5%).

The parties agree that the Longevity Pay percentages as stated in this section will not be compounded upon themselves: each percent increase will be applied to base pay.

- Effective 8/1/2023, the City will provide a one-time payment of two thousand dollars (\$2,000.00) to those bargaining unit employees currently within the range of five to fourteen years of service with the City, including the current recipient of a 2% longevity payment.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

- In the event any other employee or bargaining unit receives a better longevity benefit, that the same benefit will be extended to MPNSEA with the same effective date.

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.
- 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

The 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 as defined by the Department. 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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

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 fifteen dollars (\$15.00) 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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 two hundred forty (240) hours. Scheduling of compensatory time off must be approved by the Department.

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.

4.11 Breaks

Members will be permitted the following breaks: two (2) ten (10) minute breaks within each 8-hour work period; two (2) fifteen (15) minute breaks within every ten-hour work period; two (2) twenty-minute breaks within each twelve hour work period.

Breaks cannot be accumulated, and if not taken during the designated work period above, will be lost.

Members will coordinate their breaks with their respective work partners.

If the needs of the Department, the needs of the City or lack of the staffing cause a member to miss a break, breaks can be taken concurrent with the meal period. If this

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

should occur, the member will notify their immediate supervisor or watch commander prior to the meal period.

**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
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 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 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

Employees who worked a holiday as a part of the regularly scheduled workweek, will be paid at their individual recurring hourly pay rate consisting of the employee's straight time hourly pay rate and other special compensation such as bonus pay, longevity pay and IT Special Assignment Pay, depending on the City's compensation policies and practices.

- A. Effective 2/15/2023, Holiday pay will be paid out in the pay period in which it is earned and will be reported to CalPERS as required.
- B. In recognition that a portion of holiday pay earned was previously paid out in a lump sum annually, in a separate check, the parties have agreed to establish a voluntary payroll withholding program as follows.
- C. Employees may annually elect to have a portion of their payroll earnings, post tax, withheld by the City to be paid out at the first Accounts Payable check run in December.
- D. Employees shall submit a request by November 15th of each year to request a pay out of the withheld funds in December.
- E. No interest will accrue on the balance held by the City. The amount to be deducted may not vary and can only be changed annually in November.
- F. Employees may opt-in to this program by completing the Payroll Withholding Agreement within 14 calendar days of execution of this agreement.
- G. Employees leaving City service will be paid out by Accounts Payable at the next regularly scheduled check run coinciding with their separation from City service.
- H. This program shall remain in effect until December 2025. The parties agree to meet and confer regarding extending the program beyond December 2025.

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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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

1.5 Floating Holiday

In addition to the holidays listed above, employees within the Unit shall have an additional twenty-eight (28) hours floating holidays that can be taken at their discretion with prior approval of their supervisor. The floating holiday may be used in conjunction with other holidays, vacation and compensatory time off. In the event of conflicts, seniority rights shall prevail. The floating holiday, if not used, can be carried over to subsequent years and cashed out as provided for in Article 7, section 2.4 of the Agreement. Proration of the floating holiday will be as follows:

<u>If Hired Between</u>	<u>Hrs. Granted For Year</u>
7/1	28 Hours
7/2-9/30	21Hours
10/1-12/31	14 Hours
1/1-3/31	7 Hours
4/1-6/30	0 Hours

SECTION 2. VACATION

2.1 Vacation Days/Years of Service

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

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

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

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

2.2 Vacation Accrual - Absent Without Pay

Vacation leave will not be accrued and earned by an employee if the employee is absent

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

temporary or permanent relocation

- 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 fifty percent (50%, i.e., two (2)) 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

**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. The 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. Requests 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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

SECTION 2. EDUCATION INCENTIVE PROGRAM

The City agrees to add appropriate POST certificates (Intermediate and Advanced) as an equivalent to Associate of Arts or Science and Bachelor of Arts or Science for purposes of meeting the requirements for educational pay under the MOU. City agrees to offer an additional 3% pay to an employee who achieves their Advanced Post Certificate or earns their BA or BS degree from an accredited school or college during employment. These incentive pays do not stack, meaning the maximum amount of education incentive pay is 6% of base pay. The actual contract language reflecting this proposal is as follows:

Every employee who possesses a degree from an accredited school or college, or possesses the POST certificates as outlined below, are eligible for the following:

- Members who possess an AA/AS in their classification shall receive education incentive of 3% of base pay.
- Members who possess a BA/BS in their classification shall receive education incentive of 6% of base pay.
- Police Dispatchers and Police Dispatch Supervisors who possess an Intermediate POST certificate in their classification shall receive education incentive of 3% of base pay.
- Police Dispatchers and Police Dispatch Supervisors who possess Advance Post Certificate in their classification shall receive education incentive of 6% of base pay.
- The above education incentives do not stack.

Employees must present a copy of their degree(s) or certificates to Human Resources to qualify for this benefit. The effective date of the foregoing proposed revisions to the Education Incentive Program is the first full pay period following the City Council's adoption of the successor MOU.

**ARTICLE IX
GRIEVANCE PROCEDURE & DISCIPLINE INVESTIGATIONS**

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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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, 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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):

- 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

SECTION 2. DISCIPLINE INVESTIGATIONS

2.1 Administrative Investigation Procedures

These procedures shall not apply to any interrogation of a member in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other member, nor shall these procedures apply to an investigation concerned solely and directly with alleged criminal activities.

Bargaining unit members will be subject to the following procedures when under investigation for possible misconduct and/or performance problems:

1. Interviews of an accused member will be conducted during reasonable hours and preferably when the member is on duty. If the member is off-duty, they will be compensated.
2. Unless waived by the member, interviews of an accused member will be at the Martinez Police Department or Martinez City Hall or other reasonable and appropriate place.
3. No more than two interviewers should ask questions of an accused member.
4. Prior to any interview, a member shall be informed of the nature of the investigation, the name, rank and command of the officer in charge of the investigation, the interviewing officers and all other persons to be present during the interview.
5. All interviews shall be for a reasonable period and the member's personal needs should be accommodated.
6. No member should be subject to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers.
7. Any member refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failure to do so.
 - A. A member should be given an order to answer questions in an administrative investigation that might incriminate the member in a criminal matter only after the member has been given a Lybarger advisement. Administrative investigators should consider the impact that compelling a statement from the member may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
 - B. No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
8. The interviewer should record all interviews of members and witnesses. The member may also record the interview. If the member has been previously

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

interviewed, a copy of that recorded interview will be provided to the member prior to any subsequent interview.

9. All members subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual's statement, involved members shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
10. All members shall provide complete and truthful responses to questions posed during interviews.
11. No member may be requested or compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation .
 - 12 Reasonable effort will be made to complete the investigation within a timely manner and in accordance with California Government Code section 3508.1, including the exceptions set forth within.

**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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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 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 fifty (\$50.00) 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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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:

- 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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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;
- 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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

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

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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.

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.

Me-Too Provision: During the term of the MOU, the City agrees to meet upon MPNSEA's request to address MPNSEA's questions and/or issue regarding subsequently negotiated agreements with other City bargaining units.

**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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

**ARTICLE XIV
TERM OF MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING shall become effective as of July 1, 2023 and shall continue in full force and effect until expiration at midnight, June 30, 2027.

DATED September 13, 2023

CITY OF MARTINEZ

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

By *Lauren Sugayan* 09 / 13 / 2023
Lauren Sugayan, Assistant City Manager

By *REBECCA RAINWATER* 09 / 13 / 2023
Rebecca Rainwater, Vice President

By *Marta Goc* 09 / 13 / 2023
Marta Goc, Human Resources Manager

By *Josephine London* 09 / 13 / 2023
Josephine London, Secretary/Treasurer

By *Richard Bolanos* 09 / 13 / 2023
Richard Bolanos, City Negotiator

By *Jeff Carter* 09 / 14 / 2023
Jeff Carter, MPNSEA Negotiator

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

ATTACHMENT A

MARTINEZ NON-SWORN EMPLOYEES' ASSOCIATION

SALARY SCHEDULE

Effective 8/1/2023		Step 1		Step 2		Step 3		Step 4		Step 5
4001	Dispatch Supervisor	\$8,544.94		\$8,972.22		\$9,420.84		\$9,891.88		\$10,386.48
4010	Dispatcher	\$7,382.04		\$7,751.02		\$8,138.40		\$8,545.16		\$8,972.22
4003	Police Assistant	\$5,661.32		\$5,943.70		\$6,242.64		\$6,554.40		\$6,884.52
4005	Police Officer Trainee	\$6,196.80								\$6,196.80
4007	Records Clerk	\$5,197.40		\$5,454.10		\$5,725.52		\$6,011.64		\$6,312.38
4008	Records Supervisor	\$7,391.72		\$7,761.26		\$8,146.94		\$8,555.04		\$8,983.40

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

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
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027

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
07/01/2023-06/30/2027**

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

SIDE LETTER OF AGREEMENT

RE: MOU Language to Incorporate Amendment Agreement & MOU Extension July 1, 2018 through January 31, 2019, New Employee Orientation and Authorization for Payroll Deductions Background

This Side Letter of Agreement is entered into by and between the City of Martinez ("City") and the Martinez Police Non-Sworn Employees' Association ("Association") to extend the parties' existing Memorandum of Understanding ("MOU") for a period of seven months, to expire on January 31, 2019. Except as expressly modified below, all existing terms and conditions in the MOU will remain status quo for the term of this extension.

In addition to covering the terms agreed to in exchange for the seven-month extension of the MOU, this Side Letter memorializes the agreements reached during the parties' meet and confer sessions in accordance with State Statute AB 119, as well as those changes agreed to during re-opener negotiations required by the US Supreme Court decision in Janus v. AFSCME regarding payroll deductions for MPNSEA dues and assessments.

New Employee Orientation Provisions

Effective July 1, 2017, California State law was amended to add *Government Code Sections 3555 to 3559* requiring public employers to negotiate with employees' union representatives to have access to new employee orientation programs in order for the representatives to introduce themselves and discuss union issues with new employees.

In addition, due to changes to the law resulting from the U.S. Supreme Court decision in Janus vs AFSCME and SB 866, further changes to the MOU regarding payroll deductions are required and hereby agreed to.

Summary of Agreements

The City of Martinez and the Martinez Police Non-Sworn Employees' Association (MPNSEA) met and discussed the impact of the new legislation on the current practice(s) related to Association participation in New Employee Orientations and reached the following agreements:

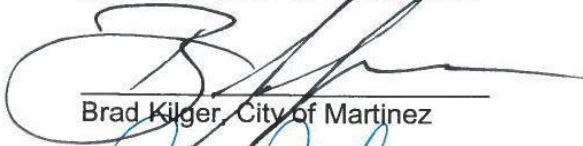
1. MPNSEA confirmed that the City's new employee orientation process affords the Association with more than adequate access to new employees for the purpose of providing information on their Association status and benefits;
2. The City confirmed that it currently notifies job applicants of MPNSEA's representation for affected positions throughout the hiring process including providing a link to the MPNSEA Memorandum of Understanding (MOU) in the job announcement and that the City will continue this practice;
3. The City confirmed that it includes a hard copy of the MOU and Association contact information in the applicant's contingent job offer letter and will continue this practice;

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

4. The City confirmed that it references the same information as provided above in the applicant's final offer letter;
5. Upon hire, the MPNSEA will provide new employees with the MPNSEA related dues, assessments and enrollment forms. Thereafter the MPNSEA will certify in writing to the City authorization for the payroll deductions specified in the payroll deduction authorization form;
6. Upon hire of a new employee, the City agreed to provide MPNSEA with the new Bargaining Unit member's name, job title, job site, Division hiring contact responsible for initial contact at work, work email, work and home phone numbers and home address within thirty days of hire or by the first pay period of the month following the hire. In addition, upon request from MPNSEA, the City will provide all legally required updated Bargaining Unit information requested by the Association; and
7. The parties agreed that any disputes regarding changes in the new employee orientation process shall be subject to the Grievance Procedure of this MOU and shall be submitted at the First Formal Step of the Grievance Procedure.

This Side Letter shall become effective upon execution of the parties below and will be subject to the term of the parties' MOU.

FOR THE CITY OF MARTINEZ



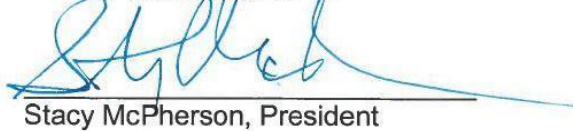
Brad Kilger, City of Martinez



Richard Bolanos, Representative

DATED: 10/25/18

FOR MPNSEA



Stacy McPherson, President



Chuck Flesher, Representative

DATED: 10-25-18

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

**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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

“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.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION
07/01/2023-06/30/2027**

**SIDE LETTER OF AGREEMENT – HOLIDAY PAY
THE CITY OF MARTINEZ AND
THE MARTINEZ POLICE NON-SWORN EMPLOYEES' ASSOCIATION (MPNSEA)**


This Side Letter of Agreement is entered into by and between the City of Martinez (“City”) and the Martinez Police Non-Sworn Employees’ Association (“MPNSEA”).

The purpose of this letter of agreement is to memorialize the agreement reached between the parties related to the payment of earned holiday pay, pursuant to Article VII, Section 1.2.


1. Holiday pay will be paid out in the pay period in which it is earned and will be reported to CalPERS as required.
2. In recognition that a portion of holiday pay earned was previously paid out in a lump sum annually, in a separate check, the parties have agreed to establish a voluntary payroll withholding program as follows.
 - a. Employees may annually elect to have a portion of their payroll earnings, post-tax, withheld by the City to be paid out at the first Accounts Payable check run in December.
 - b. Employees shall submit a request by November 15th of each year to request a pay out of the withheld funds in December.
 - c. No interest will accrue on the balance held by the City. The amount to be deducted may not vary and can only be changed annually in November.
 - d. Employees may opt-in to this program by completing the Payroll Withholding Agreement within 14 calendar days of execution of this agreement.
 - e. Employees leaving City service will be paid out by Accounts Payable at the next regularly scheduled check run coinciding with their separation from City service.
 - f. This program shall remain in effect until December 2025. The parties agree to meet and confer regarding extending the program beyond December 2025.
3. This agreement resolves the issues raised in the MPNSEA’s filed grievance related to holiday pay and the MPNSEA withdraws the grievance upon execution of this agreement.

This agreement shall become effective upon execution of the parties below.

FOR THE CITY OF MARTINEZ

 02 / 15 / 2023
Michael Chandler, City Manager

FOR MPNSEA

 02 / 13 / 2023
Stacy McPherson, President