

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARTINEZ
AND THE
MARTINEZ POLICE OFFICERS' ASSOCIATION

January 1, 2009 THROUGH June 30, 2010

**MEMORANDUM OF UNDERSTANDING
CITY/POLICE ASSOCIATION**

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MEMORANDUM OF UNDERSTANDING CITY/POLICE ASSOCIATION

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

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

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

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

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

ARTICLE III--SCOPE AND TERM OF AGREEMENT

SECTION 3.1 SCOPE

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

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

SECTION 3.2 TERM OF AGREEMENT

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

ARTICLE IV--MANAGEMENT RIGHTS

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

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

ARTICLE V--SALARIES

SECTION 5.1 SALARY INCREASES

Effective January 1, 2009, the City will increase the base salary of the employees covered by the

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

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

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

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

In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one hour transition from Standard time to DST will be paid only for hours actually worked. Employees working on a shift which includes the one hour transition shall use their accrued compensatory time or vacation time to make up the lost work hour. Alternatively the City may require the employee to work one additional hour.

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

ARTICLE VI--BENEFITS AND COMPENSATION

SECTION 6.1 BENEFITS/INSURANCE PLANS

6.1.1 Medical

The employees covered by this contract are covered under the P.E.R.S. Health Plan.

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

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

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

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

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

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

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

6.1.2 Dental

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

6.1.3 Orthodontic

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

6.1.4 Life Insurance

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

6.1.5 Long-Term Disability Insurance

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

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

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

6.1.7 Medical Insurance Converted to Deferred Compensation

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

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

SECTION 6.2 RETIREMENT

6.2.1 Retirement Contracts

City will provide, through the Public Employees' Retirement System (PERS) the three percent (3%) at age 50 and Single Highest Year (SHY) retirement benefit for sworn officers. Each employee's benefit level at retirement shall be determined in compliance with CalPERS regulations.

6.2.2 1959 Survivors' Benefit - Sworn Personnel

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

6.2.3 Employer Paid Member Contribution

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