

RESOLUTION NO. 2021-110

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE
CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARINA AND THE MARINA POLICE OFFICERS' ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Police Officers 'Association expired on June 30, 2020; and

WHEREAS, the City of Marina and the Marina Police Officers 'Association have met and conferred in good faith and have reached a tentative agreement to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2023, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately \$167,000 in FY 2021/22 and another \$65,000 to \$104,00 in the final year of the agreement depending upon the April 2023 SF/Oakland CPO; and;

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina do hereby:

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Police Officers' Association; and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 19th day of October 2021, by the following vote:

AYES: COUNCIL MEMBERS: Burnett, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen, Berkley

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF MARINA
AND
MARINA POLICE OFFICERS'
ASSOCIATION**

July 1, 2020 through June 30, 2023

TABLE OF CONTENTS

ARTICLE I: PREAMBLE	4
ARTICLE II: RECOGNITION.....	4
ARTICLE III: PREVAILING RIGHTS	4
ARTICLE IV: MANAGEMENT RIGHTS	4
ARTICLE V: NON-DISCRIMINATION	4
ARTICLE VI: ADMINISTRATIVE PROCEDURE.....	5
Section 1. Payroll Deductions on Behalf of Union:	5
Section 2. Use of Copy Machine:	5
ARTICLE VII: SALARY AND ADMINISTRATION OF PAY PLAN	5
Section 1. Wages:.....	5
Section 2. Schedule of Movement Through Ranges:.....	5
Section 3. Longevity Compensation:	6
Section 4. Work Week:	6
Section 5. Overtime/Call-Back/Compensatory Time/Detective On-Call:	6
Section 6. Court Time:	7
Section 7. Trailing Time:	7
Section 8. Pay for Working Out of Grade:.....	7
Section 9. Educational Incentive:.....	8
Section 10. Tuition Reimbursement:	8
Section 11. Uniform Allowance:	9
Section 12. Bilingual Pay:.....	9
Section 13. Differentials Premiums:	9
ARTICLE VIII LEAVES	10
Section 1. Leaves of Absence:	10
Section 2. Vacation Leave:	10
Section 3. Holiday Leave:.....	10
Section 4. Bereavement Leave:.....	10
Section 5. Industrial Accidents:	10
Section 6. Sick Leave:.....	11
Section 7. Catastrophic Leave:.....	11
ARTICLE IX RETIREMENT	11
Section 1. Retirement:.....	12
Section 2. Survivor Benefits:	12
ARTICLE X BENEFITS	12
Section 1. Health, Dental and Vision Insurance:	14
Section 2. Employee Assistance Plan:	14

Section 3. Life Insurance:	14
ARTICLE XI: DISCIPLINARY PROCEDURE	15
Section 1. Types of Discipline:	15
Section 2. Notice of Intended Disciplinary Action:	16
Section 3. Pre-disciplinary Hearing:	16
Section 4. Notice of Discipline or Rejection of Discipline:	16
Section 5. Right of Appeal:	17
Section 6. Procedures:	18
Section 7. Right to Representation:	18
ARTICLE XII: GRIEVANCE PROCEDURE	18
Section 1. Purpose:	18
Section 2. Employee Rights:	18
Section 3. Procedure:	19
Section 4. Written Records of Grievances:	20
Section 5. Freedom from Reprisal:	20
Section 6. Failure to Act:	20
ARTICLE XIII: HEALTH CARE TASK FORCE	20
ARTICLE XIV: NO STRIKE OR LOCKOUT	20
ARTICLE XV: SUPPLEMENTARY TERMS AND CONDITIONS	21
ARTICLE XVI: MISCELLANEOUS	21
Section 1. Annual Physical:	21
Section 2. Residency:	21
Section 3. Volunteers:	21
ARTICLE XVII: DURATION OF AGREEMENT	21

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARINA
AND
MARINA POLICE OFFICERS' ASSOCIATION
July 1, 2020 through June 30, 2023**

ARTICLE I: PREAMBLE

We, the undersigned, duly appointed representatives of the City of Marina and of the Marina Police Officers Association, a recognized employee organization, hereinafter referred to as “City” and “Association” or “POA”, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association and apply to the City of Marina sworn police employees designated to be represented by the Association.

This Memorandum of Understanding is entered into as of July 1, 2020, between the City of Marina, and the Marina Police Officers' Association.

ARTICLE II: RECOGNITION

The City recognizes the Association as the exclusive bargaining agent, for the purposes of establishing salaries, wages, hours and other conditions of employment, for all Police Officers, Corporals, Sergeants and other such individuals who are assigned to this bargaining unit.

ARTICLE III: PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the terms of this Agreement unless changed by mutual consent.

ARTICLE IV: MANAGEMENT RIGHTS

Nothing herein contained shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others; departments, commissions and boards; Set standards of service; Direct its employees; Take disciplinary action; Relieve its employees from duty because of lack of work or for other legitimate reasons; Maintain the efficiency of governmental operations; Determine the methods, means and personnel by which government operations are to be conducted; Take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE V: NON-DISCRIMINATION

The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the City encourage membership in another Union or Association.

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, genetic information, religion, political affiliation or any protected classification under the law.

ARTICLE VI: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Union:

The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees in the unit represented by the Association on forms provided therefor by the City Finance Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine:

The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City Receptionist, who will make the copies and retain a record for billing purposes. The City shall charge five cents per copy, to be billed to the Association periodically.

ARTICLE VII: SALARY AND ADMINISTRATION OF PAY PLAN

Section 1. Wages:

- a. General Salary Increase: Starting with the first full pay period after July 1, 2021 all employees in the POLICE Unit shall receive a salary increase of 2.0% and;
- b. Equity Adjustment: Starting with the first full pay period after July 1, 2021, an equity adjustment as noted below to the following classifications:

Police Officer	3.5%
Corporal	3.5%
Sergeant	6.0%

- c. General Salary Increase in second year. In the second year of the agreement, starting with the first full pay period after July 1, 2022, all unit classifications shall have their classifications increased by the April 2022 San Francisco/Oakland Consumer Price Index, but the increase will be no less than 2% and no more than 3.25%.

Section 2. Schedule of Movement Through Ranges:

Step "A" represents the starting level of pay. After six (6) months of service, the employee's performance shall be evaluated by his or her supervisor, and the employee shall receive a merit increase to Step "B" if an overall evaluation of "competent" or above is obtained; thereafter, or if an employee is hired at Step "B" or above, performance shall be

reviewed on an annual basis, and a merit increase shall be awarded if an overall evaluation of "competent" or above is obtained.

Section 3. Longevity Compensation:

After ten (10) years of accumulated service with the City, an employee shall receive an additional five (5) percent in compensation.

Section 4. Work Week:

A. The Police Chief has the right to modify the schedules of bargaining unit members at any time to meet the best interest of the City. For changes to individual schedules the Chief shall provide at least ten (10) days' notice prior to making any significant change to the schedule of a bargaining unit member. Changes to the scheduling plan itself (i.e. from a 3/12 plan to a 4/10 plan, or some other methodology of scheduling) would be subject to the meet and confer collective bargaining process. Current schedules are specified below

(1)

Those officers assigned to the Police Operations Division will have a basic 40-hour work week with a 5-day, 8-hour working schedule ("5/8 schedule") except as described below.

(2) Those officers assigned to Patrol duties shall work a 3-day, 12 hour working schedule ("3/12 schedule") as determined by the Police Chief in coordination with the Association.

B. Detective Schedule.

The Police Chief may approve alternate work schedules for detectives within his or her sole discretion.

Section 5. Overtime/Call-Back/Compensatory Time/Detective On-Call:

It is the intent of this Section to formalize the practices relating to overtime/call-back/compensatory time but not to change any such existing practice.

A. The Police Division shall be on a 28-day work period, as permitted by 29 United States Code §207 (k) of the Fair Labor Standards Act ("FLSA"). Accordingly, any hours worked in excess of 160 during a 28-day period shall be considered to be overtime ("FLSA overtime"). All time worked in excess of an officer's working schedule as defined in Section 3 above shall be considered to be overtime.

2. Compensatory Time Off, Vacation and Sick Leave shall be counted as "hours worked" for the purpose of computing overtime.
3. Overtime and Call-Back time for bargaining unit members shall be at the rate of time and one-half computed paid to the quarter hour for any fraction thereof worked. All FLSA overtime shall be paid in the pay period coinciding with the end of the 28-day work period.

D. At the time an officer submits his or her time sheet, the officer shall elect whether to receive pay or Compensatory Time for any overtime.

E. Compensatory Time may be accrued to a maximum of 80 hours, plus 40 hours additional that may only be used for POST approved training which would not be provided normally by the Department as requested by the officer in accordance with Departmental approval processes. Any time over the above amounts shall be paid on a quarterly basis, or taken as leave, at the discretion of the employee and the Police Chief. The intent of this provision is to make available the training time described in this paragraph and the denial of a request for this training by management would be an extraordinary event based upon unusual circumstances. Any such denial shall be based solely upon a specific law enforcement emergency and in no circumstance shall a need for overtime by itself be the basis for denial. Compensatory Time Off may be taken in conjunction with Vacation Leave, at the discretion of the Police Chief.

F. Call-backs shall be paid at the overtime rate based on a three (3) hour minimum. Call-back does not include coming in for scheduled overtime or a call-in to work a regular shift. Scheduled overtime means no less than seven (7) calendar days' notice. City will limit Department-wide Staff meetings to four times a year.

G, Detective On-Call Pay:

A detective who is assigned to be on-call shall receive on-call compensation in the amount of \$240 for the whole week and shall be required to remain within a 30- minute call back time and ready to work if called in.

Section 6. Court Time:

The following provisions govern pay for court appearances:

- (1) If court time starts less than two (2) hours prior to the start of a regular scheduled shift, bargaining unit members are paid for time spent only, at time and one-half (1-1/2).
- (2) If court time starts two (2) hours prior to start of regular shift, bargaining unit members shall receive the four (4) hour minimum at time and one-half (1-1/2).
- (3) If court time starts during member's shift and continues beyond that shift, member shall receive time and one-half (1-1/2) for that court time.

Section 7. Trailing Time:

If a Bargaining unit member is assigned to "trail" a case, he or she will be required to report to work and will be assigned duties within the Department which will allow the Officer flexibility to make court appearances.

Section 8. Pay for Working Out of Grade:

Bargaining unit members shall be compensated for working out of classification after 120 consecutive shift hours of work in the higher classification. Advance written approval of the City Manager or Chief of Police shall be required. The employee shall receive a minimum of five percent and a maximum of 7.5 percent (7.5%) increase in pay over his or her permanent grade.

Section 9. Educational Incentive:

Bargaining unit members shall be awarded an educational incentive based on individual educational achievement levels. The incentive shall be awarded as a percent of base pay at the following rates for the below listed educational accomplishments:

Associate Degree in Police-related field	2.5%
Bachelor's Degree in Police related Field	2.5% (Only one Bachelor's Degree applies)
Master's Degree in Police related Field	2.5% (Only one Master's Degree applies)

In lieu of receiving Education Incentive pay for the aforementioned degrees, an employee may receive Incentive pay for each of the following certificates.

Intermediate POST Certificate	2.5%
Advanced POST Certificate	2.5%
POST Supervisory Certificate.....	2.5%

Members in this bargaining group who was hired on or before June 30, 2021 and who receive Administrative of Justice certification incentive pay shall continue to receive the 2.5% incentive pay but shall not receive more the 7.5% incentive pay for certifications.

In no event will an employee receive Educational Incentive pay for any combination of education degrees and certificates. Those employees receiving incentive compensation as of July 1, 1981 will not be affected until they choose either the "Certificate Program" or the "Degree Program."

Section 10. Tuition Reimbursement:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

a. Employees wishing to receive reimburesment for tuition and book expenses must request prior approval from the Chief of Police. Classes will be approved for reimbursement so long as they are determined to be job related or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources.

b. Any employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of \$2,000 per fiscal year.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources.

d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

Section 11. Uniform Allowance:

A uniform allowance of \$600 per year shall be provided. The allowance shall be paid to bargaining unit members on a bi-weekly basis. Bargaining unit members shall be provided with uniforms and equipment. Bargaining unit members assigned to Investigations shall receive an additional \$25 per month, paid bi-weekly.

Section 12. Bilingual Pay:

One hundred eight dollars and 33 cents (\$108.33) per month shall be granted to employees in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for bilingual pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency. The Chief has the right to authorize bilingual pay for languages other than Spanish where the Chief determines other language skills are needed to provide essential police services for the City. The decision to authorize additional bilingual pay is within the sole discretion of the Chief. Employees must qualify for bilingual pay in accordance with this section

Generally, qualified employees should be distributed by shift in order to maximize availability in order to assist the public. The Police Department and Association will develop allocation policy within staffing.

Section 13 Differentials/Premiums

The Police Chief may make special assignments in his/her discretion. Reassigning staff in or out of the premium assignment shall not be considered to be punitive. The following premiums are effective for assignments following ratification and approval of this Agreement:

1. Motorcycle Patrol Premium 3%

A unit employee routinely and consistently assigned by management to operate and/or patrol on motorcycle duty shall receive a Motorcycle Patrol Premium of three percent (3%) above current step subject to administrative direction.

2. Field Training Officer (FTO) Premium 3%

A unit employee shall be eligible for FTO pay while performing FTO duties with an assigned trainee.

ARTICLE VIII LEAVES

Section 1. Leaves of Absence:

Leaves of absence shall be authorized pursuant to provisions of the City of Marina Personnel Manual. No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation leave, temporary military leave, or paid leave of absence because of an on-the-job incurred injury or illness.

Section 2. Vacation Leave:

All Bargaining unit members shall accrue vacation leave based on years of continuous service at the following rate:

1 - 5 years:	80 hours (3.08 hours per pay period)
5- 15 years:	120 hours (4.62 hours per pay period)
Over 15 years:	160 hours (6.16 hours per pay period)

Scheduling of Vacation Leave shall be with Police Chief's approval, and priority in taking leave shall be based on seniority.

Vacation Leave may not be accrued in excess of 200 hours. Any vacation leave earned beyond that amount shall be converted to salary and paid to the member as it accrued.

Section 3. Holiday Leave:

The City will pay each bargaining unit member for 120 hours of holiday each fiscal year. Each holiday will be paid out at 8 hours at the individual's regular rate of pay, during the relevant pay period.

Section 4. Bereavement Leave:

Bereavement Leave shall be available for an employee having a regular or probationary appointment for a necessary leave from duty because of the death or critical illness, where death appears imminent, of a member of the immediate family. For purposes of this Section, the immediate family of an employee shall include his or her spouse and the following relatives: children of either spouse, either's parents including stepmother and stepfather, brothers or sisters including brother-in-law and sister-in-law, either's grandparents or grandchildren.

Said Leave shall be limited to three (3) working days (or shifts) within the state and two (2) additional working days (or shifts) out of state per calendar year may be granted by the City Manager. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.

Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 10.03.

Section 5. Industrial Accidents:

California Labor Code Sections 4850 through 4854 outline provisions for leave of absence with pay in lieu of disability payments. Section 4850 states that whenever any city police officer or city firefighter who is a member of the Public Employees' Retirement System is disabled, "whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the city or county, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this Chapter, for the period of disability but not exceeding one year, or until such earlier date as he is retired on permanent disability pension." This Section further states that "If the employer is insured, the payments which, except for the provisions of this Section, the insurer would be obligated to make as disability indemnity to the injured, the insurer may pay to the insured."

Any employee being paid per the above provisions of the Labor Code Sections 4850 through 4854, after one year, shall continue his or her leave of absence through the use of accumulated Sick Leave and then accumulated Vacation Leave.

An employee being paid by State Compensation for an injury incurred on the job will accumulate Vacation time while off duty.

Section 6. Sick Leave:

All Bargaining unit members shall accrue Sick Leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated at resignation or retirement. ("Retirement" being defined as a service or disability retirement as set forth in applicable PERS regulations: Government Code §§ 20000 et seq.). In no case shall more than 480 hours or 33% of accumulation of sick leave be paid by resignation, or 720 hours or 50% accumulation of sick leave be paid at retirement.

Sick Leave taken will be deducted from accrued leave for actual time off to the next hour for any portion thereof taken.

Section 7. Catastrophic Leave:

Catastrophic Leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, or mother. Both the donor and the recipient must be non-probationary, regular, full-time employees.

Catastrophic Leave requests shall conform to the following criteria:

1. Requests for donation of accrued vacation and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.

2. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation and/or compensatory leave time totals at the time of the request.
3. The minimum donation shall be eight (8) hours and, thereafter, in whole hour increments.
4. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donor as sick leave.
5. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

ARTICLE IX RETIREMENT

Section 1. Retirement:

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

- i. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to December 31, 2012.
- ii. Tier 2 - CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Contribution:

- iii. Tier 1 Classic bargaining unit members shall contribute a total of 12% contribution:
- iv. Effective January 1, 2013, Tier 2 safety bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

Section 2. Survivor Benefits:

The City will amend the PERS contract to include 1959 Survivors Benefit Level Four for the Association. The employee cost will be \$2 per month.

ARTICLE X BENEFITS

Section 1. Health, Dental and Vision Insurance:

A. Medical Insurance

1.1 Plan Administrator

The City agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

All active bargaining unit members are required to enroll in and be covered by the City's Health Benefits Program.

Because CalPERS may change carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide employees with those benefits described in this Article.

In the event medical insurance coverage available under the PEMHCA in effect on January 1, 2011 becomes unavailable, or upon request of the City, the parties agree to meet and confer on modifying this Article to provide for an alternative group medical insurance plan.

1.2 City's Employer Contribution for Medical Insurance Benefits

The amount required by Government Code Section 22892 shall be the City's Employer Contribution for medical insurance benefits. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

B. Dental Insurance

1.1 The City shall contribute the following amounts per month toward the employee dental plan:

(a) Employee Only - \$40.00

(b) Employee Plus One - \$74.00

(c) Employee Plus Two or more - \$89.00

C. Vision Insurance

1.1 The City shall contribute fifteen dollars (\$15.00) per month toward per employee, employee plus one and Employee plus two or more toward vision insurance.

D. Fringe Benefit Allowance

1.1 Cafeteria Plan

The City shall maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

1.2 Fringe Benefit Allowance

The City agrees to provide a Fringe Benefit Allowance to all full-time employees eligible to participate in the City's sponsored health and welfare benefits in an amount tied to the level of medical insurance coverage elected by the employee. The monthly amounts to be provided by the City are as follows:

Employee Only: \$739.00

Employee Plus One: \$1,292.00

Employee Plus Two: \$1,585.00

Receipt of any Fringe Benefit Allowance under this Section shall include the employer contribution that is provided under Section A. 1.2 above. Employees receiving a flexible benefit allowance are required to enroll in a health care plan provided by the City.

Any Fringe Benefit Allowance provided for under this Article can be used by an employee to offset the cost of participation in City sponsored benefits that are available through the 125 Plan. Employees shall be responsible for paying any difference between the costs of selected benefits and the Fringe Benefit Allowance provided by the City.

1.3 Fringe Benefit Allowance for Less Than Full-Time Employees

Bargaining unit members employed in positions which are less than full-time shall receive a prorated Fringe Benefit Allowance. This pro-rated Fringe Benefit Allowance will be proportionate to the employee's full-time equivalency, except that employees in positions which have a full-time equivalency that is less than 0.5 shall not receive any Fringe Benefit Allowance.

Section 2. Employee Assistance Plan:

City to pay up to \$87 per year per employee on an Employee Assistance Plan for Members of the Association.

Section 3. Life Insurance:

The City will provide on behalf of each member \$15,000.00 life insurance coverage through a group program at a cost not to exceed \$16.00 per month.

ARTICLE XI: DISCIPLINARY PROCEDURE

Except in cases of gross misconduct, an attitude of progressive discipline shall be encouraged. In extreme cases, an emergency suspension may be imposed by the Police Chief (or, in his/her absence, the Watch Commander). An emergency suspension would be appropriate under the following circumstances;

- (1) The member is physically or mentally incapable of performing his/her duties.
- (2) When it appears that the member has committed some act which makes his/her presence on duty a detriment to the Department.

Section 1. Types of Discipline:

As used in this section, "disciplinary action," shall mean any of the following and may be taken singly or in combination:

- (1) Oral Reprimand. A verbal reprimand not made part of the employee's permanent file.
- (2) Written Reprimand. A written reprimand signed by the employee, the Police Chief forwarded to the City Manager's office, and placed in the employee's personnel file. Any written reprimand shall advise the officer of the officer's right to appeal the reprimand to the next level of supervision, i.e. if issued by the Division Commander to the Chief, if issued by the Chief, to the City Manager, within fourteen (14) calendar days of receipt of the written reprimand. Within fourteen (14) calendar days of receipt of an appeal, the hearing officer shall schedule a hearing. Prior to the hearing, the officer shall have the right to have copies of any and all materials upon which the written reprimand is based. The employee, at the individual's expense, and the supervisor issuing the reprimand may be represented by counsel and may call witnesses. The hearing shall not be subject to the rules of evidence. Within fourteen (14) calendar days of that hearing, the hearing officer shall deliver a written decision to the employee.
- (3) Probation. A disciplinary probation period may be imposed by the Police Chief, and shall not be less than three (3) months, nor more than six (6) months, in duration. An employee placed on disciplinary probation shall accrue Vacation and Sick Leave time; however, the employee shall not accrue earned time for salary review or promotion, nor shall the employee be allowed to compete in promotional examinations while on disciplinary probation.
- (4) Suspension. An employee may be suspended with or without pay by the Police Chief upon approval by the City Manager for a maximum period of twenty (20) working days. During any suspension without pay fringe benefits such as vacation and sick leave shall not accrue, however, health, dental and life insurance shall remain in effect.
- (5) Reduction in Salary. An employee's salary may be reduced one or more steps for disciplinary reasons upon recommendation of the Police Chief and approval of the City Manager.
- (6) Demotion. An employee may be reduced to a position in lower class or rank upon the recommendation of the Police Chief and approval of the City Manager.

(7) Dismissal. A member's employment may be terminated subsequent to a recommendation of the Police Chief and the approval of the City Manager.

Section 2. Notice of Intended Disciplinary Action:

A. In cases of any proposed disciplinary action, except an oral or written reprimand, a Notice of Intended Disciplinary Action shall be served on the employee personally or by mail. The written Notice of Intended Disciplinary Action shall include:

- (1) The reasons for the disciplinary action, those facts alleged to be the basis for the intended action and copies of any documents or materials upon which the disciplinary action is based;
- (2) The range of actions proposed to be taken;
- (3) The proposed effective date of the intended disciplinary action; and
- (4) The right of the employee to respond to the proposed disciplinary action either in writing or orally, at the option of the employee. The employee shall be advised that he/she has seven (7) calendar days within which to file a written response or request, in writing, an informal pre-disciplinary conference before the Police Chief.

B. A copy of the notice of intended disciplinary action shall be placed in the employee's personnel file.

Section 3. Pre-disciplinary Hearing:

Where an employee has requested an opportunity to respond orally, the Police Chief shall hold an informal pre-disciplinary hearing to review the statement of charges and to provide the opportunity for the employee or his/her representative to answer the charges. The Chief shall allow the parties to present any relevant evidence tending to prove or disprove the facts upon which the action is based or upon the nature and severity of the proposed disciplinary action. Failure of the employee to appear at the pre-disciplinary hearing, if one has been requested, shall forfeit all the employee's appeal rights.

Section 4. Notice of Discipline or Rejection of Discipline:

A. If the employee does not respond or upon conclusion of the pre-disciplinary hearing, the Chief shall, by written notice to the employee and the supervisor, affirm, reduce or abandon the proposed disciplinary action.

B. If the decision is to affirm or reduce the proposed disciplinary action, such action shall be served on the employee personally or by mail. The written notice of disciplinary action shall include:

- (1) The reasons for the disciplinary action, those facts alleged to be the basis for the disciplinary action and copies of any documents or materials upon which the disciplinary action is based;

(2) The specific discipline to be imposed, including any time period or other conditions associated with the discipline; The effective date of the disciplinary action; and

(3) The right of the employee to appeal the disciplinary action. The employee shall be advised that he/she has seven (7) calendar days within which to file a written appeal of the disciplinary action.

C. A copy of the notice of disciplinary action shall be placed in the employee's personnel file.

D. If the decision is to abandon all action, the notice of intended disciplinary action shall be removed from all personnel files.

Section 5. Right of Appeal:

A. **Appeal to City Manager:** A regular employee who has been discharged, demoted, reduced in salary, or suspended without pay may appeal the Chief's decision to the City Manager' within fourteen (14) calendar days of receipt of the Notice of Disciplinary Action. Within fourteen (14) calendar days of receipt of an appeal, the City Manager shall schedule a hearing. The employee, at the individual's expense, and the Chief may be represented by counsel and may call witnesses. The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same. Within fourteen (14) calendar days of that hearing, the City Manager shall deliver a written decision to the employee

B. **Appeal to City Council:** (1) A regular employee discharged, demoted, reduced in salary, or suspended without pay for more than three (3) days may appeal the City Manager's decision to the City Council within fourteen (14) calendar days after receiving written notice of that action by submitting a written statement of rebuttal to the Council. Appeal can be made only upon the following grounds:

- (a) That the procedures set forth in these policies have not been followed;
- (b) That the action was taken solely because of discriminatory practices;
- (c) That the action taken was not in accord with the facts;
- (d) That the grounds for the action taken are without merit or unfounded.

(1) The appellant, at the individual's expense, and the City Manager may be represented by counsel. The decision of the Council shall be final.

(2) The hearing shall be in closed session unless the employee requests a public hearing.

Section 6. Procedures:

A. City Council review shall be based on the record of the proceedings before the City Manager, with no new testimony taken, and the final determination of the City Manager.

B. Each party may submit written argument to the Council. The written argument shall not exceed fifteen (15) 8 .5 x 11 inch typewritten pages and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Council agenda materials. If such written argument is not received within this time frame it shall be deemed waived.

C. Each party shall be allotted fifteen (15) minutes for presentation of the oral argument to the Council.

D. The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half **of** the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.

E. The Council may affirm, reverse or modify the decision of the City Manager.

F. The decision of the Council shall be final when made.

G. No action shall be brought in superior court to challenge the Council's decision more than ninety (90) days after the Council's decision becomes final.

Section 7. Right to Representation:

An employee subject to a meeting, an investigation that may result in disciplinary action, a pre-disciplinary hearing or hearing has the right, upon request, to be represented by an employee representative or an attorney retained by the employee at the employee's expense. Any employee, other than one defined as management, mid-management or confidential, shall be permitted to represent another City employee or group of City employees.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Purpose:

The purpose of the grievance procedure is to promote improved employee-employer relations by establishing a procedure for the prompt settlement of problems, as near as possible to the point of origin and at the lowest supervisory level possible.

Section 2. Employee Rights:

Any employee shall have the right to exercise the procedure regarding a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or policies applicable to the employee.

.

Section 3. Procedure:

A. Informal Meeting with Supervisor: The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within seven (7) calendar days from the date of the action causing the grievance. The supervisor will review the problem, make every effort to resolve the grievance at this level and give the employee an answer within seven (7) calendar days.

B. Informal Joint Meeting: If an agreement is not reached, then an informal joint meeting will be arranged by the supervisor with the employee and the Police Chief. The Police Chief shall discuss the complaint, together with the employee and the immediate supervisor, and attempt to get an understanding of the situation and a consensus on correction. The employee must be given a private interview with the Police Chief if desired. The Police Chief shall render a decision within seven (7) calendar days.

C. Formal Written Grievance.

(1) In the event the employee believes the grievance has not been satisfactorily resolved, the employee may submit the grievance in writing to the City Manager. The grievance must explicitly specify the policy or the particular section of the rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance and the remedy requested.

(2) Within fourteen (14) calendar days of receipt of the grievance, the City Manager shall schedule a formal hearing to investigate the grievance. If the grievance involves a claim or dispute against the City Manager, a hearing officer with experience and knowledge of public sector employment practices and procedures, shall be appointed for the meeting. (For purposes of this section only, the term "City Manager" shall include a hearing officer if one has been appointed.) The grievant, at the grievant's expense, and the supervisor and/or City Manager may be represented by counsel and may call witnesses. Representation by the Association shall be permitted. Within seven (7) calendar days the City Manager shall deliver a written decision to the grievant.

D. Appeal to City Council. If the grievant believes the grievance has not been satisfactorily resolved, the employee may request within seven (7) calendar days, that the City Manager schedule an appeal hearing before the City Council. In order to coincide with the next scheduled council meeting, up to fourteen (14) calendar days may be needed to place the appeal on the agenda.

The following procedures shall apply to the hearing:

(1) The hearing shall be in closed session, unless the grievant requests a public hearing, except that if the grievance is from a group of employees the hearing shall be public.

(2) The grievant, at the grievant's expense, and the City Manager may be represented by counsel.

(3) Council review shall be based on the record of the proceedings before the City Manager and the final determination of the City Manager, with no new testimony taken.

(4) Each party may submit written argument to the Council. The written argument shall not exceed fifteen (15) 8.5 x 11 inch typewritten pages and shall be submitted at least

seven (7) calendar days before the hearing for inclusion in Council agenda materials. If such written argument is not received within this time frame, it shall be deemed waived.

(5) Each party shall be allotted fifteen minutes for presentation of oral argument to the Council.

(6) The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.

(7) The Council may affirm, reverse or modify the decision of the City Manager.

(8) The decision of the Council shall be made within ten (10) working days and shall be final at that time.

(9) No action shall be brought in superior court to challenge the Council's decision more than ninety (90) days after that decision becomes final.

Section 4. Written Records of Grievances:

All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file in the office of the Personnel Officer and shall not be kept in the personal history file of the participants.

Section 5. Freedom from Reprisal:

An employee filing a grievance in conformity with this policy shall have freedom from reprisal.

Section 6. Failure to Act:

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, that action shall be considered to be a denial and the grievance shall proceed to the next step.

ARTICLE XIV: NO STRIKE OR LOCKOUT

The Association and its members, individually and collectively, agree that during the terms of this Memorandum of Understanding there shall be no strike or lockout.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE XV: SUPPLEMENTARY TERMS AND CONDITIONS

This Memorandum of Understanding shall be the controlling document for employer-employee relations and employee wages, salaries and working conditions for this bargaining unit. City and Department Personnel Rules and Regulations and the Employer-Employee Relations Resolutions are subordinate documents to the Memorandum of Understanding.

ARTICLE XVI: MISCELLANEOUS

Section 1. Annual Physical:

Upon request, annual physical shall be provided by the City.

Section 2. Residency:

In order to ensure that lengthy response time will not jeopardize the welfare and safety of the citizens of Marina in an emergency situation, it shall be required that all sworn bargaining unit members reside within a reasonable distance to Police facilities. It is agreed that residence within 45 minutes travel time to the Civic Center would insure prompt delivery of emergency services. For the purpose of this Section, 45-minute travel time shall include areas within the City limits of Santa Cruz, Hollister and Soledad.

Section 3. Volunteers:

Volunteers shall be used in support of paid professional officers, but not to take the place of a regular officer on a regularly scheduled shift, except when no paid officer is available for duty.

ARTICLE XVII: DURATION OF AGREEMENT

This agreement shall take effect July 1, 2020 and shall continue in force to and including June 30, 2023.

Dated: _____

Layne Long
Employee Relations Officer
City of Marina

Dated: _____

Christopher Johnson
Marina Police
Officers 'Association

EXHIBIT B

Revised Salary Schedules

Marina Police Officers Association

Job Title	Step A	Step B	Step C	Step D	Step E
Police Corporal	\$46.5122	\$48.8378	\$51.2797	\$53.8437	\$56.5359
Police Officer	\$43.2698	\$45.4333	\$47.7050	\$50.0902	\$52.5947
Police Sergeant	\$50.0068	\$52.5072	\$55.1325	\$57.8892	\$60.7836
<i>COLA 2%</i>					

Job Title	Step A	Step B	Step C	Step D	Step E
Police Corporal - 3.5%	\$48.1401	\$50.5471	\$53.0745	\$55.7282	\$58.5146
Police Officer - 3.5%	\$44.7843	\$47.0235	\$49.3747	\$51.8434	\$54.4356
Police Sergeant - 6%	\$53.0072	\$55.6576	\$58.4405	\$61.3625	\$64.4306
<i>Equity Adjustment</i>					

October 12, 2021

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 18, 2021

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2021-xx,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MARINA AND THE MARINA POLICE OFFICERS ASSOCIATION
(MPOA); AND, AUTHORIZING ADJUSTMENTS TO THE CITY'S
SALARY SCHEDULE AND COMPENSATION PLAN AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATE
BUDGET AND ACCOUNTING ENTRIES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2021-, authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Police Officers Association (MPOA) (Exhibit A); and
2. Authorizing adjustments to the City's Salary Schedule (Exhibit B) and Compensation Plan; and
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City has been bargaining with several of its units for some time. The general pattern has been to consider both competitive market considerations and appropriate cost of living adjustments. City management and the Marina Police Officers Association have come to agreement on proposals that general remains within the parameters the City Council has authorized staff.

Final approval is now before the City Council.

ANALYSIS:

The MPOA MOU lapsed June 30, 2020. The agreement calls for no increase for FY 20/21, a 2.0% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 dependent upon the April 2022 SF/Oakland CPI but may not be below 2.0% or above 3.25%. The MOU also calls for the FY 21/22 cost of living adjustment to be effective the first full pay period in July 2021.

The MOU also provides for marketplace equity adjustment based upon the survey of local agencies, namely Gilroy, Hollister, Watsonville, Salinas, Seaside, Monterey, Pacific Grove and San Luis Obispo. The City historically has tried to pay the less of the mean or median, whichever is lower, of this city comparison group.

The MOU will be effective as of July 1, 2020 through June 30, 2023. The amended terms and conditions of the MOU are as follows:

Marina Police Officers' Association (MPOA) MOU Changes

1. Term July 1, 2020 through June 30, 2023
2. Salary - 2.0% general salary increase effective the first pay period after July 1, 2021.
 - A general salary increase of 2.0% up to 3.25% based upon the SF CPI index as of April 2022 general salary increase on the first pay period after July 1, 2022.
3. Equity Equity adjustments as of the first pay period of July, 2021 of 3.5% for police officers, 3.5% for corporals and 6.0% for sergeants.
4. Tuition Expansion of the tuition reimbursement to accredited college courses that meet a business purpose.
5. Certificate The addition of the POST supervisor certificate for potential educational I incentives since the Administrative Justice certificate is no longer awarded.
6. Overtime Clarification that overtime will paid to the nearest 1/4 hour worked.
- 7 Detective Expansion of the detective on-call period from just weekends to the full week.
 On-call The weekly compensation to be remain within 30 minutes of Marina and to remain ready to be called into work will be \$240.

POA MOU fiscal impact:

The Police Salary budget for this group is in excess of \$3.0 million. In 21/22 fiscal year, the MOU will cost approximately \$167,000. In addition, the 22/23 fiscal year will cost between \$65,000 and \$104,000, depending upon the April 2022 SF/Oakland CPI.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Eric Frost
Consultant

Layne Long
City Manager
City of Marina