



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** June 28, 2021
FROM: Matthew Bronson City Manager
PREPARED BY: Karla Mattocks, Management Analyst/Human Resources
SUBJECT: Grover Beach Police Management and Confidential Group
Memorandum of Understanding for 2021-2024

RECOMMENDATION

Adopt the Resolution amending the Grover Beach Police Management and Confidential Group Memorandum of Understanding for a three-year term of 2021-2024 and update the Job Classifications of Police Commander and Police Services Analyst and Authorization to Amend the Classification and Compensation Plan.

BACKGROUND

The Grover Beach Police Management and Confidential Group (GBPMCG) represents management employees within the Police Department. Compensation and benefits for this group is established through a Memorandum of Understanding (MOU) with the City with the current three-year MOU expiring on June 30, 2021. Labor negotiations for a successor MOU began in April and have recently been completed in the interest of maintaining equitable and competitive compensation for employees.

Attached to this staff report as Attachment 1 is a copy of the proposed three-year MOU for the period of July 1, 2021 through June 30, 2024. The agreement provides all GBPMCG members (sworn and non-sworn) with an annual cost of living salary adjustment of 2% on July 1, 2021, 3% on July 1, 2022, and 3% on July 1, 2023. This adjustment is similar to the salary adjustment for Executive Management and Management and Confidential employees proposed to the Council. In addition, a one-time lump sum payment of \$1,000 will be issued to all members effective with ratification of this agreement. This cost-of-living adjustment and lump sum payment is similar to what is proposed for other employee groups and unrepresented employees.

In addition, effective with this agreement Education Reimbursement is increased from \$1,400 per year to \$2,000 per year and City-provided Deferred Compensation match contribution will be increased from \$100 to \$150 per month. Also effective with this agreement, job classifications within this group will be revised to require a Bachelor's degree and the 5% Education incentive for a Bachelor's degree will be incorporated into salary steps. The 2.5% Education incentive for a Master's degree remains in effect.

FISCAL IMPACT

This amended compensation and benefits structure is projected to cost the General Fund \$1,200 in FY 2021-22 and is included in the FY 2021-23 Proposed Budget that will be considered by the Council for adoption on June 28.

ALTERNATIVES

The Council has the following alternatives to consider:

1. Adopt the Resolution amending the Grover Beach Police Management and Confidential Group Memorandum of Understanding for a three-year term of 2021-2024; or
2. Provide alternate direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

Attachments

1. Resolution Grover Beach Police Management and Confidential Group Compensation, Exhibit A – GBPMCG Memorandum of Understanding 2021-2023, Exhibit B- GBPMCG Salary Schedule, Exhibit C – Revised Job Classifications for Police Commander and Police Services Analyst

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH GROVER BEACH POLICE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP FROM JULY 1, 2021 TO JUNE 30, 2024

WHEREAS, the representatives of the City and the Grover Beach Police Management and Confidential Employee Group have met and conferred in good faith and have tentatively agreed to the terms and conditions set forth in the attached Exhibit A - Memorandum of Understanding (MOU) between the Grover Beach Police Management and Confidential Employee Group, from July 1, 2021 through June 30, 2024; and

WHEREAS, the membership of Grover Beach Police Management and Confidential Employee Group has ratified the tentative agreement set forth in Exhibit A, B and C; and

WHEREAS, the City Council has reviewed and approved of the terms and conditions set forth therein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, DOES DELARE, DETERMINE, AND ORDER AS FOLLOWS:

That the City Council of the City of Grover Beach does hereby adopt this Resolution ratifying the above-referenced three-year MOU with Grover Beach Police Management and Confidential Employee Group.

On motion by Council Member _____, seconded by Council Member _____, and on the following roll-call vote, to wit:

- AYES: Council Members –
- NOES: Council Members –
- ABSENT: Council Members –
- ABSTAIN: Council Members –
- RECUSED: Council Members –

the foregoing Resolution was **PASSED, APPROVED, and ADOPTED** at a regular meeting of the City Council of the City of Grover Beach, California this 28th day of June 2021.

****DRAFT****

JEFF LEE, MAYOR

Attest:

WENDI B. SIMS, CITY CLERK

**Memorandum of
Understanding Between
Grover Beach Police Management and Confidential Employees
Group
and
The City of Grover Beach**

July 1, 2021 - June 30, 2024

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Article I. MEMORANDUM

Section 1.01 Parties to Memorandum of Understanding

This Memorandum of Understanding (hereinafter known as M.O.U. or Agreement) is made and entered into by and between the City of Grover Beach (hereinafter known as the City) and the Grover Beach Police Management and Confidential Employees Group (hereinafter known as GBPMCEG).

Section 1.02 Recognition

The City hereby formally recognizes the Grover Beach Police Management and Confidential Employees Group as the Representative for those employees employed by the City and defined as:

Police Commander
Police Services Analyst
Administrative Assistant/Public Safety (Confidential)

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

Section 1.03 Agency Personnel Rules

A. It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies and practices generally contained in the "City of Grover Beach Personnel Rules and Regulations," and the "Grover Beach Police Department Policies" which will continue in effect, except for those provisions modified by this Agreement, unless and until modified in accordance with State laws, orders, regulations, official instructions or policies. This section shall conform within the scope of MMBA.

B. Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the term of the Agreement, unless changed by mutual agreement. The City shall have the right to update and improve said personnel rules, policies, and practices that affect wages, hours and other terms and conditions of employment with the understanding that prior to such changes the City will meet and confer with authorized representatives of GBPMCEG.

Section 1.04 Effect of Agreement

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. This Agreement supersedes all previous agreements, understandings, and prior practices related to matters included within this Agreement.

Article II. DEFINITIONS

A. Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit of the employees defined in Article 1, Recognition.

B. Calendar Year - The term "calendar year" as used in this Agreement refers to the period of twelve (12) consecutive months commencing on January 1st and ending on December 31st.

C. Day - The term "day" as used in this Agreement refers to a calendar day unless otherwise stated in this Agreement.

D. Emergency - The term "emergency" as used in this Agreement means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

E. Employee - The term "employee" as used in this Agreement refers to a full-time:

1. Regular Status Employee - The term "regular status employee" as used in this Agreement refers to an employee who has completed the probationary period.
2. Probationary Employee - The term "probationary employee" as used in this Agreement refers to an employee who has not completed his/her probationary period.

F. Immediate Family - The term "immediate family" as used in this Agreement refers to an employee's child, parent or spouse.

G. Week - The term "week" as used in this Agreement refers to seven (7) consecutive days beginning on Monday and going through Sunday.

H. Personnel File - The term "personnel file" as used in this Agreement refers to any file maintained by the City or Department which contains personnel records concerning an employee.

I. Work Period - The term work period is defined as a scheduled 40 hours of work occurring during 7 consecutive days between Monday and Sunday during a designated City pay period.

Article III. MANAGEMENT RIGHTS

A. There are no provisions in the Memorandum of Understanding that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this Memorandum of Understanding specifically curtail or limit such rights, powers and authority.

B. The rights of the City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.

2. Set standards of service.
3. Determine the procedure and standards of selection for employment and promotion.
4. Direct its employees.
5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
6. Maintain efficiency of government operations.
7. Determine the methods, means, and personnel by which government operations are to be conducted.
8. Determine the content of job classifications.
9. Take all necessary actions to carry out its mission in emergencies.
10. Exercise complete control and discretion over its organization and the technology of performing its work.
11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
12. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.

C. Pursuant to the above Subsection B, GBPMCEG acknowledges that the City may exercise such rights to modify the promotional examination procedures and standards for classifications included in this unit.

D. Where required by law, the City agrees, prior to implementation, to meet and confer with GBPMCEG over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon GBPMCEG members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Grover Beach Police Departmental Policies.

Article IV. EMPLOYMENT STATUS

Section 4.01 Probationary Period

A. OBJECTIVE

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and his/her adjustment within the organization.

B. LENGTH

1. All initial-hire appointments for sworn position shall be tentative and subject to a probationary period of 12 months. All initial-hire non-sworn appointments and internally promoted or transferred appointments shall be tentative and subject to a probationary period of 12 months.

2. The Police Chief may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of his or her initial-hire or promotional probationary period.

C. REJECTION

1. During the probationary period, the Police Chief may terminate an initial-hire probationary employee without cause and without right of appeal.

2. During the probationary period, the Police Chief may reject a promotional probationary employee without cause and without right of appeal. An employee who is rejected while serving probationary period after promotion shall be returned to his/her former classification. The employee shall be returned to the same step he/she was on at the time of promotion. The anniversary date for step increases and evaluations shall revert to the prior to promotion evaluation period. Seniority in rank shall be based on the date employee was initially appointed to the position. Service and sworn dates for purposes of vacation accrual, longevity, and other service-related pay or benefits shall not change.

Section 4.02 Transfers

A. Transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned, or to meet the service needs of the department. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction.

Section 4.03 Layoff Procedure

A. The Layoff Procedure is as outlined in the City of Grover Beach Personnel Regulations as outlined in Section VIII -Layoff Procedure.

Section 4.04 Peaceful Performance of City Services

A. During the term of this Agreement, GBPMCEG, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walkout, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations within the City to engage in any or all of the preceding activities.

B. In the event of such activities, GBPMCEG shall immediately instruct any persons engaging in such conduct that they are violating this Agreement, and that they are engaging in unlawful conduct, and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.

C. In addition to any other lawful remedies for the disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee relations section, the City Personnel Rules and Regulations and the Grover Beach Police Department Policy Manual.

Article V. PERSONNEL FILES

Section 5.01 Maintenance of Files

Personnel files shall be maintained at both the Human Resources Department and at the Police Department. All performance evaluations and disciplinary actions shall be maintained in both files.

Section 5.02 Access to Personnel Files

A. Employees, during normal working hours with reasonable notice and with their supervisor's approval, have the right to have access to and' copies of any document in their personnel file(s). Employees may be charged for cost of additional duplication of any materials in any personnel file for which they request copies.

B. Any adverse comments retained in the personnel files will first be read and initialed by the employee before placement in the personnel file(s). An employee shall have the right to respond in writing or personal interview to any information contained in his/her personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

C. Documentation of a disciplinary action of 2 working day suspension or less shall, upon written request of the employee, be removed from an employee's personnel file(s) if 5 years has passed since the effective date of the action and there have been no further disciplinary actions of a similar nature during the 5-year period. The employee must request removal of such documentation, in writing, to the Police Chief, who shall make the final determination as to whether there have been no further disciplinary actions of a similar nature. Documentation of disciplinary actions in excess of a 2 working day suspension may be removed from an officer's file(s) after five years, at the sole discretion of the Police Chief.

Article VI. CLASSIFICATIONS

Section 6.01 New Classifications

The City agrees to meet and confer with GBPMCEG on any new classifications which may be added to the unit covered by this Agreement.

Section 6.02 Higher Classification Work

A. Any bargaining unit employee who is assigned to temporarily perform the preponderance of duties of a position in a higher classification for more than twenty (20) consecutive days shall receive the rate of pay equivalent to the higher classification worked while the employee continues to work in the higher classification. The higher rate of pay shall be no more than 10% of the recipient's base pay.

B. The higher salary rate payable shall commence on the twenty-first day following the temporary reassignment to the performance of duties of the higher classification. If it is known to the City that the higher classification position is vacant due to a separation of employment by the former employee of said position, then the higher salary rate payable shall commence upon appointment of the employee to the temporary reassignment. •

C. This assignment will continue until the City no longer requires the incumbent to perform the duties of such assignment. The higher rate of pay shall be no more than 10% of the recipient's base pay.

D. At the end of such assignment the employee performing the temporary assignment shall be returned to his/her original position and salary range.

Article VII. HOURS OF WORK

Section 7.01 Work Schedules

A. The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment.

B. Notwithstanding Section 8.01 (A) above, the parties agree to meet and confer, generally conducted by the Chief of Police and the involved employees to determine the optimal schedule for the respective positions. The schedules can consist of a 10/80 schedule, 9/80 schedule, 4/10 schedule and a 3/12 with 8-hour payback schedule.

1. A 10/80 schedule means the employee is assigned to work five consecutive 8 hour days each week during a two week pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

2. A 9/80 schedule means the employee is assigned to work four 9-hour days both weeks of the pay period then one 8-hour day during one week of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

3. A 4/10 schedule means the employee is assigned to work four 10-hour days both weeks of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

4. A 3/12 with 8-hour payback schedule means the employee is assigned to work three 12 hour days during both weeks of the pay period and then one 8 hour day during one week of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

Section 7.02 Overtime

A. The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. Overtime is subject to prior approval by the Chief of Police or his/her designee.

B. Non-Exempt employees are eligible for overtime after 40 hours worked in a work week. Overtime will be compensated at the rate of 1.5 times the employee's regular rate of pay in cash or compensatory time off (CTO) for all time worked or deemed to have worked, including paid leaves of absences. In lieu of overtime compensation, employees may receive equal compensatory time off upon their request and with the approval of the Chief of Police.

Section 7.03 Compensatory Time Administration

A. An employee may retain a balance of unused compensatory time not to exceed the amount of 240 hours for non-public safety employees and 480 hours for sworn public safety employees (FLSA maximums).

B. Upon termination or retirement from the City, the employee shall receive payment for any unused compensatory time that has been accrued.

Article VIII. LEAVE TIMES

Section 8.1 Vacation, Sick, Holiday, Administrative

A. Vacation	0 - 1 year service	10 days per year	38 days of max accumulation
	1 - 2 years' service	11 days per year	38 days of max accumulation
	2 - 3 years' service	12 days per year	38 days of max accumulation
	3 - 4 years' service	13 days per year	38 days of max accumulation
	4 - 5 years' service	14 days per year	38 days of max accumulation
	5 - 7 years' service	15 days per year	43 days of max accumulation
	7 - 10 years' service	16 days per year	43 days of max accumulation
	10 or more years' service	20 days per year	79 days of max accumulation

1. An employee may exchange Vacation Leave hours for cash. Upon request, the City shall buy back Vacation Leave hours accumulated in excess of 60% of the employee's maximum authorized accrual amount. The payment for these Vacation Leave hours shall be at 100% of

the employee's regular hourly pay rate. The employee's request shall be in writing and may be requested annually during the last two months of the calendar year. No employee shall receive payment under the provisions of this Section for more than 80 hours of Vacation Leave in any fiscal year.

2. On an annual basis, on a date established by the Department, each unit employee that has reached the maximum accrual of Vacation Leave shall request to schedule Vacation Leave usage. If the Department is unable to allow Vacation Leave usage requests based on operational needs of the Department, the Department shall attempt to schedule alternate Vacation Leave of an equal number of hours as originally requested. Such alternate schedule shall consider the operational needs of the Department and the employee's needs for vacation usage. If the Department and the employee are unable to agree on an alternative vacation schedule and the Police Chief certifies and the City Manager approves such certification that the employee was denied the ability to use Vacation Leave that was accumulated over the employee's maximum accrual amount, the City Manager may choose to temporarily raise the vacation accrual maximum for the employee, up to an additional 40 hours, as long as there is an established plan for the employee to use the vacation leave or cash out the vacation leave as established in Section 9.1 (A) (1) above.

B. Sick

Accrues at 12 days per year. The Sick Leave maximum accrual limit is 2,000 hours. Sick Leave may be applied to a retiring employee's CalPERS service credit within compliance of existing PERS policies and applicable laws. If the sick leave is not applied toward the retirement credit, only 672 hours of accrued sick leave will be paid upon retirement, or when an employee with over 20 years of service leaves City employment.

C. Holiday Equivalent to 13 paid holidays per year.

A non-exempt employee who must work on a recognized City holiday shall receive holiday pay equal to the number of hours the employee is regularly scheduled to work on said holiday. For those employees who are exempt under FLSA and must work on a recognized City holiday, they will be permitted to take the holiday time off on another day.

D. Administrative

88 hours are credited in January of each year for those employees exempt under FLSA (pro-rated). Administrative Leave may be used at the discretion of the employee with the approval of the Department Director. Any unused balance existing at the end of the calendar will be permitted to be carried over for use in the following calendar year. The maximum accrual limit for Administrative Leave hours is 144 hours. Administrative Leave hours are not compensable upon separation of employment with the City.

Article IX. RETIREMENT Section 9.1

Retirement Benefits

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for

purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.

2. Classic members entering membership for the first time in a Local Public safety classification with the City of Grover Beach shall be eligible for the 3% at 55 retirement formula for Local Safety members. Classic members are eligible for the optional benefit of Government Code Section 20042, Highest Single Year. Each Sworn Public Safety Management employee shall pay the full 9% portion of the employee's retirement contribution under CalPERS.

3. The PERS Local Miscellaneous 2.5% at Age 55 with One-Year Final Compensation is provided for non-safety Management and Confidential employees. Each non-safety Management and Confidential employee shall pay the full 8% portions of the employee's retirement contribution under CalPERS.

B. New Member

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

2. New members hired on or after January 1, 2013, entering membership for the first time in a Local Public safety classification shall be eligible for the 2.7% at 57 retirement formula for Local Safety members with the three-year Final Average Salary Compensation.

3. The employee contribution for new members shall be determined by the City of Grover Beach in accordance with their agreement with CalPERS. This amount will be adjusted periodically by CalPERS.

4. New employees entering membership for the first time in a non-safety Management and Confidential position shall be eligible for the CalPERS Miscellaneous 2% at Age 62 Retirement Plan with a three-year Final Average Salary Compensation. Each non-safety Management and Confidential employee shall pay the full portion of the employee's retirement contribution under CalPERS, for a total of 8%.

5. All employees pay member contributions on a pre-tax basis [IRS 414(h)2]. The City also is part of the Social Security System. Employees pay their share of Social Security as a payroll deduction.

Article X. MEDICAL BENEFITS

Section 10.1 Group Insurance

A. City pays full medical, vision, dental, and life (\$100,000 policy for employee + \$5,000 for eligible spouse and \$2,000 per eligible child.) insurance for employees up to the maximum of \$637.54, and contributes towards dependent coverage for family members only in the following

amounts: \$601.85/month for employee + one dependent; \$1,011.20/month for employee + full family.

The City provides the benefits of the Public Employees Medical and Hospital Care Act (PEMHCA) to all eligible employees at a contribution level equivalent to the cost of the PERS Select PPO plan for medical coverage.

The City's payment amount will include the amount set forth in the CalPERS Health Care Resolution. If an employee elects to upgrade to a different plan, the employee will pay the difference (via payroll deduction) between that plan and the PERS Select PPO. The City will continue to contribute on a monthly basis up to the maximum of the amounts shown above toward the cost of dependent care coverage for health insurance.

B. Long-term disability is a City-paid insurance premium after a 90 day waiting period for new employees.

C. Short-Term Disability is EDD State Disability Insurance (SDI) paid by employee as a payroll deduction.

D. Employee Assistance Program is a City-paid premium providing six clinical consultations per family member per year.

E. Medicare. Employees shall participate in the federal program of Medicare and shall pay those premiums required by law which the City shall deduct from the employees' pay.

Article XI. MANAGEMENT COMPENSATION AND INCENTIVES

Section 11.1 Education

A. Education Reimbursement Program - Up to \$2000 in educational expenses is available per fiscal year upon satisfactory completion of pre-approved college-level classes with a grade "C" or better. Pursuant to Section X.D.4. of, and in accordance with the provisions of, the City's *Personnel Regulations*, when authorizing an employee to attend voluntary career-related out-service training, the department director may request reimbursement for the employee for tuition, books and required materials to the limits established in the Education Reimbursement Policy without requiring a letter grade, so long as the employee provides acceptable documentation of satisfactory completion of the training.

B. Education Incentive - Pay is provided with prior approval from the City Manager for degrees over and above what is required for the position: 2.5% for a Master's Degree. In no instance shall Education Incentive Pay exceed 2.5% of pay.

C. Executive Management Incentive - Pay is provided for certificates over and above what is required for the position. Employees will obtain the Certificates without the use of City resources for tuition, class fees, per diem or travel (with the exception of any reimbursed tuition, class fees per diem or travel). Employees will pay for the above listed class related fees with scholarships or their own resources. When an employee successfully completes a regimented training and education program designed for upper level or executive management he/she will be eligible for Executive Management Incentive Pay in an amount equal to 2.5% of Regular Pay, with a

maximum of one certificate being eligible for this type of incentive. Total pay for this incentive shall not exceed 2.5%. Recognized programs are the FBI National Academy, California POST Command College, the University of Louisville's Southern Police Institute's Administrative Officers Course and the California Office of Emergency Services Emergency Management Specialist Program.

Section 11.3 Uniform Allowance

A. Any employee required to wear uniforms will be provided with an initial set of two uniforms. Police Management employees will also be provided with bullet resistant equipment, duty belts and equipment as well as a Class A jacket. Police Management employees will receive a Uniform Allowance of \$1,000 per year (pro-rated on each paycheck). Police Administrative Assistant/Confidential employees will receive a Uniform Allowance of \$1,000 per year (pro-rated on each paycheck).

Section 11.4 PCD Allowance

A. The City will provide \$50 per month to employees using a personal electronic communication device for City business. Since not all employees within this group need to use personal communication devices while transacting City business, requests for this benefit will be treated on a case-by-case basis and require the Department Head to certify the use of a personal communication device as necessary to the employee's performance of job duties.

Section 11.5 Deferred Compensation

A. The City offers the opportunity for employees to participate in credit union and deferred income programs (ICMA & Mass Mutual). The City will contribute up to \$150/month maximum for employees who participate in one of two existing deferred compensation plans, matched on a dollar-for-dollar basis.

Section 11.6 Bilingual Incentive

A. An employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City, shall be paid \$80.00 per month upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. A certified employee shall request Bilingual Pay on a form approved by the City Manager.

Section 11.7 Professional Memberships and Legal Defense

A. The City will provide Commanders with annual membership dues, due each December, to the California Peace Officer Association (CPOA) for their eligibility in the CPOA Legal Services Program.

B. The City will provide Commanders with annual no deductible per incident Legal Defense coverage through the California Peace Officers Association (CPOA) Legal Services Program (LSP).

Section 11.8 Equitable Salary

(As was agreed upon in the 2011-2012 Management and Confidential Agreement, the Police Administrative Assistant/Confidential shall maintain a minimum salary of 5.0% above the Administrative Secretary/Specialist Classification. The Police Administrative Assistant/Confidential shall maintain the same or higher salary schedule as to all Administrative Secretary/Confidential positions represented by other bargaining units in the City of Grover Beach.

A. In accordance with City Personnel Rules, the Police Commander position shall maintain a minimum step A salary of 5% above the step F salary of Sergeant at all times. Internally promoted employees will be eligible for all incentives upon promotion. Newly hired employees will only be eligible for incentives after six months of consecutive service with the Police Department. The City Manager, upon recommendation of the Chief of Police, may waive the six-month waiting period for incentive pay for newly hired employees.

B. The Parties agree that the adjustments in salaries indicated in Exhibit A, and any future adjustments to the Base Pay amounts within a salary range for the job classifications represented by the GBPMCEG, shall maintain a difference in Base Pay between Step A and Step B, between Step B and Step C, between Step C and Step D, and between Step D and Step E of 5.0%, with plus or minus 0.025% being an agreed-upon acceptable margin for deviation.

Section 11.9 Salary Adjustments

A. All parties in this group will receive a salary increase of 2% Effective July 1, 2021. They will then receive a salary increase of 3% effective on July 1, 2022 and an additional 3% effective on July 1, 2023.

Article XII. TERM OF MEMORANDUM OF UNDERSTANDING

Section 12.1 MOU Re-Opener Clause

A. During the term of this agreement, the parties agree to re-open discussions in order to meet and confer on any adjustments to Article X - Medical Benefits.

Section 12.2 MOU Term

A. Term. The term of this MOU shall be from July 1, 2021, through June 30, 2024.

B. Severability. If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.

C. Full Understanding. The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

D. Savings Clause. In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the GBPMCEG shall, if possible, meet and

confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

E. Personnel Regulations. GBPMCEG agrees that the City's *Personnel Regulations* were properly and duly adopted on July 17, 2017 (Resolution 17-38), that they are the authorized *Personnel Regulations* of the City, and that employees represented by GBPMCEG shall abide by the terms of the *Personnel Regulations*. GBPMCEG recognizes the City intends to revise and update the *Personnel Regulations* to reflect changes in law, City policy, applicable provisions of MOU's, clarity of language, and applicability to each bargaining unit. The City shall provide notice to the GBPMCEG in all cases when proposing changes to the *Personnel Regulations* applicable to members of this unit and the GBPMCEG agrees to meet and confer.

Successor Memorandum of Understanding.

On or about May 1, 2023 the GBPMCEG shall provide to the City notice of intent to meet and confer concerning any proposed changes to this MOU affecting wages, hours or other terms and conditions of employment. All terms and conditions of this MOU shall stay in effect until a successor MOU is finalized.

Article XIII. SIGNATURES

City Team

GBPMC Group

Section 3 – Police Management & Confidential		A	B	C	D	E
Salary Schedule Effective 7/1/2021						
Police Commander	*	10573	11102	11657	12240	12852
Police Services Analyst		5625	5906	6202	6512	6837
Administrative Assistant/Public Safety (Confidential)		4,514	4739	4976	5225	5486
Salary Schedule Effective 7/1/2022						
Police Commander		10890	11435	12006	12607	13237
Police Services Analyst		5794	6083	6388	6707	7042
Administrative Assistant/Public Safety (Confidential)		4649	4882	5126	5382	5651
Salary Schedule Effective 7/1/2023						
Police Commander		11217	11778	12367	12985	13634
Police Services Analyst		5968	6266	6579	6908	7254
Administrative Assistant/Public Safety (Confidential)		4788	5028	5279	5543	5820

City of Grover Beach
STAFFING DETAIL & SALARY SCHEDULE
Grover Beach Police Management and Confidential Group

Compensation Plan - Monthly Salary
Ranges

Proposed Salary Schedule

Section 3 – Police Management & Confidential		A	B	C	D	E
Salary Schedule Effective 7/1/2021						
Police Commander	*	10573	11102	11657	12240	12852
Police Services Analyst		5625	5906	6202	6512	6837
Administrative Assistant/Public Safety (Confidential)		4,514	4739	4976	5225	5486

CITY OF GROVER BEACH
POLICE COMMANDER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a class. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, administers the activities of one or more Police Department divisions; provides expert professional assistance to the Chief of Police and other City management staff in areas of expertise; develops and implements departmental policies, procedures, goals, and objectives; develops and administers assigned budgets; fosters cooperative working relationships with citizen groups and other agencies on police matters; assumes departmental command as assigned; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Police Commander** is the management level class administering one or more Police Department divisions such as Operations and/or Support Services. The incumbent exercises considerable judgment and discretion in the administration and direction of assigned responsibilities. Incumbents may assume departmental command when necessary. This class is distinguished from the next higher class of Chief of Police in that the latter has ongoing overall responsibility for the Police Department.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the Chief of Police. Exercises direct and indirect supervision over sworn and non-sworn personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Effectively supervises subordinate staff by managing the day-to-day operations of one or more divisions, including Operations and/or Support Services; directly supervises patrol, detectives, communications, and records as assigned; determines service levels and staffing requirements; manages vehicles, property, training, background investigations, communications, and the development of an effective employer-employee relations strategy.
- Assists and advises the Chief of Police; relieves the Chief of Police of administrative work; assists the Chief of Police in the operational planning and management of departmental programs, policies and actions; interprets policies, rules, and regulations governing police activities on behalf of the Chief of Police.
- Manages and directs the work of detectives in the investigation of crimes; supervises the securing of crime scenes and the collection and proper handling of evidence.
- Plans, schedules, directs, supervises, analyzes, and reviews the work of subordinates; through supervisory personnel, assigns work and recommends personnel for employment, retention, promotion,

and demotion; confers with Sergeants regarding special assignments, providing instruction and direction as needed; directs the preparation of the more complex criminal cases for court action.

- Prepares, manages, and coordinates the development of the Police Department's and/or assigned divisional budget; prepares forecasts of necessary funds for staffing, materials, and supplies; presents, justifies, and defends programs, operations, and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff and implements adjustments as necessary.
- Conducts research into a variety of law enforcement and administrative issues; recommends or reviews departmental policy and procedures, City rules, resolutions, and ordinances; prepares administrative reports; responds to correspondence and informational requests; ensures implementation of practices, which comply with adopted policies, laws, and regulations; studies statistical crime data and other reports; analyzes levels of criminal activity; determines trends and makes recommendations for changes in organization and operating procedures.
- Responds to some of the most difficult inquiries and requests for information; assists in the hearing and adjustment of citizen complaints; conducts and oversees sensitive and complex internal and external investigations; represents the City and the Police Department, and works closely with citizen groups and public and private officials to provide technical assistance, directly or through subordinate staff.
- May command the Police Department in the absence of the Chief of Police.
- May fill in as the Watch Commander in the absence of a Sergeant.
- May make presentations to City Council, other governmental agencies, and a variety of civic organizations as directed by the Chief of Police; plans and facilitates the conduct of special community events requiring law enforcement participation; establishes and maintains a customer service orientation within assigned areas; works with community groups and representatives in the development and administration of programs designed to address societal problems associated with crime and its prevention.
- Establishes and maintains positive working relationships with representatives of community organizations, state/ local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting, stooping, and lifting in excess of 50 pounds, and occasionally over 100 pounds in the performance of daily activities. The position also requires both near and far vision and acute hearing. Additionally, incumbents may work outdoors in all weather conditions, including wet, hot, and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to chemical and biological hazards in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles under normal and emergency conditions, operate a variety of law enforcement equipment including firearms, work in heavy vehicle traffic conditions, and often work with constant interruptions. *Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

A combination of education and experience that provides the knowledge, skills, and abilities necessary for a Police Commander. A Police Commander shall possess seven years of increasingly responsible law enforcement experience including three years of experience equivalent to that of a City of Grover Beach Police Sergeant and a Bachelor's degree in Police Science, Criminal Justice Administration, Public Administration, Business Management or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license prior to appointment. Possession of a P.O.S.T. Supervisory Certificate and a P.O.S.T. Advanced Certificate. Possession of a P.O.S.T. Management Certificate is highly desirable, but must be obtained within two years of appointment.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

In addition to requirements for Police Officer and Police Sergeant, extensive knowledge of modern principles, practices, and techniques of police administration, organization, and operation; methods and techniques of supervision, training, and motivation; principles and practices of program and budget development, administration, and evaluation; administrative and technical aspects of crime prevention and law enforcement activities, including community oriented policing, investigation, patrol, traffic control, record keeping, automated records systems, search and seizure, code violations, and care and custody of persons and property; applicable federal, state and local laws, codes, and regulations; officers' rights; public relations techniques; care, maintenance, and operation of a variety of law enforcement equipment; principles of law enforcement information systems, including a computer and applicable software; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Ability to:

Take a proactive approach to problem solving; demonstrate an awareness and appreciation of the cultural diversity of the department and community; attend work, as scheduled, on a regular basis, to effectively perform the position's required duties and responsibilities; as well as practice and exemplify the Department's Vision for Service. Ability to develop and implement comprehensive plans to satisfy department service needs; identify and effectively utilize policing and crime trends; act as an effective police administrator; administer one or more Police Department divisions and/or program areas; interpret and explain laws, regulations, and rules, as well as departmental policy and procedures; plan, organize, direct, and evaluate the work of subordinate staff; supervise and

participate in the establishment of departmental goals, objectives, and methods for evaluating achievement and performance levels; analyze complex law enforcement issues, evaluate alternatives, and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; develop and implement plans for law enforcement services; interpret and explain laws, regulations, rules, and departmental policies and procedures; maintain appropriate flow of communication and chain of command; identify and inform superiors of sensitive issues/situation; supervise, train, and motivate assigned staff; act quickly and calmly in emergency situations; work flexible hours, including weekends and split shifts; apply applicable laws, codes, and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Safely and effectively operate a variety of law enforcement equipment, firearms, and a police vehicle in emergency situations; operate a computer and a variety of word processing and software applications.

Rev 12-2019

Approved & Adopted:

Signature: _____
Management Analyst/Human Resources

Date: _____

Signature: _____
City Manager

Date: _____

CITY OF GROVER BEACH

Police Services Analyst

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DEFINITION:

Under direction of the Chief of Police assists management with a variety of administrative duties of an advanced, complex, and sensitive nature; performs research related to crime analysis and makes recommendation of possible solutions to criminal investigative problems; assists in planning the deployment of resources for the prevention, intervention, and suppression of criminal activities; prepares analytical and/or statistical reports; plans, organizes, and carries out administrative assignments and special projects related to assigned department, including assisting with budget preparation, planning, and implementation; recommends organizational or procedural changes affecting support activities; recommends improvements in work flow, procedures, and use of equipment and forms.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Chief of Police. Incumbents in this class may exercise technical and lead supervision over assigned clerical staff and volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Researches, complies, and analyzes crime data, maps trends and patterns; makes recommendation of possible solution to criminal investigative problems; and assists patrol, investigative and administrative staff in planning the deployment of resources for the prevention, intervention, and suppression of criminal activities.
- Assists with the preparation and monitoring of the department's operating budget.
- Assists with grant applications and monitoring.
- Assist with G.I.S. projects.
- Assist in the operation of the police records program to include review, release, destruction, and maintenance
- Prepare reports and statistics required by the California Department of Justice.
- Assist in accounts payable, accounts receivable, payroll and purchasing functions for the Police Department.
- Review and evaluate department correspondence.
- Gather and disseminate information necessary for the operations of the department.
- Confirms accuracy and reliability of data through investigation and research.
- Enhances department capabilities by preparing analytical and/or statistical reports.
- Effectively communicates report findings both orally and in writing.
- Responds to citizens, local businesses, city council, etc. regarding local crime problems.
- Establishes and maintains contacts with counterparts in other law enforcement agencies and attend all relevant schools and training to keep current with technology and analytical investigative techniques.
- Coordinates and integrates department services and activities with other agencies and City departments.

- Provides a variety of support to City boards, committees, and task forces, including coordinating and scheduling meetings, appointments, and speaking engagements; reserves meeting rooms; maintains reports; compiles and distributes agenda packets; attends meetings; formats and distributes minutes; follows-up on decisions, as necessary.
- Maintains department personnel files, including processing personnel action forms and sensitive/confidential personnel issues.
- Coordinates travel arrangements and accommodations for department personnel and submits all related paperwork.
- Maintains calendars and coordinates meeting arrangements.
- Performs related duties as assigned.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data, and using the computer. Hearing sufficient to provide telephone and personal service is required. The ability to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required. *Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Graduation from an accredited four-year college or university with major coursework in police science, criminal justice, mathematics/statistics, psychology, or a related field, with a concentration in Crime Analysis and one (1) year of professional administrative and analytical experience;

License/Certificate:

Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
Possession of, or ability to obtain within 12 months of hire, Crime Analyst Certificate

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Principles, practices, methodologies and techniques of crime analysis, crime prevention and law enforcement; Methods and techniques of statistical research and analysis; recent developments, current literature and information related to crime and other related analysis; Technical report writing practices and procedure; Modern office practices, methods, and computer equipment and applications, including GIS and AutoCAD software applications, word processing, spreadsheet, and other office computer software; Research and reporting methods, techniques, and procedures; Organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions; Principles and practices of agenda preparation, minutes,

recordkeeping, and public noticing; Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility including the Brown Act.

Ability to:

Take a proactive approach to problem solving; demonstrate an awareness and appreciation of the cultural diversity of the department and coworkers; Perform statistical research and analysis; Audit, correlate and validate crime data; Assist in the development of goals, objectives, policies, procedures, and work standards for the department; Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner; Prepare clear and concise reports, correspondence, policies, procedures, and other written materials; Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports; Use English effectively to communicate in person, over the telephone, and in writing; make effective presentations to the department, City, governing bodies and the public; Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Skill to:

Operate standard office equipment, including strong knowledge of computers and a variety of word processing and software applications.

Approved & Adopted:

Signature: _____
Management Analyst/Human Resources

Date: _____

Signature: _____
City Manager

Date: _____