

City of Salinas

# MEMORANDUM OF UNDERSTANDING

Police Managers Association

March 31, 2009

This MOU between the City of Salinas and the Salinas Police Managers Association is modified  
and amended by the settlement agreement attached hereto as Appendix C.

June 13, 2011

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SALINAS  
AND  
THE POLICE MANAGERS ASSOCIATION

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Police Managers Association (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean all regular personnel in Job Classifications found in Appendix A attached hereto. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California otherwise know as the "MMB" Act, the City of Salinas Charter, and Municipal Code.

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights as indicated under Chapter 25, Section 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding.

The City agrees to act in accordance with the provisions of the Public Safety Officers procedural Bill of Rights as currently provided in Government Code Section 3300 et seq.

SECTION 3 - PAST PRACTICES

The parties agree that this Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding but does not affect any other written Agreement agreed to by the parties not addressed in this Memorandum of Understanding. Such prior written Agreements shall continue in full force unless they no longer apply.

SECTION 4 - NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of no discrimination and affirmative action. Unit employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No such employee shall be interfered with, restrained, coerced or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

## SECTION 5 - RECOGNITION MATTERS

### A. Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, and Chapter 25, Section 34 of the Salinas Municipal Code, the city has certified the Association as the recognized employee organization for full time regular employees assigned to certain classifications designated in Appendix A.

### B. Dues Checkoff

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorized such deductions in writing on a form provided by the Association and approved by the City. Such deductions shall be made in a lump sum on a monthly basis and shall be so remitted to the Association. The City may from time to time adopt rules and regulations relating to administration of this dues collection provision. The City shall not deny consent for reasonable payroll deductions, nor shall the Association unreasonably request payroll deductions.

The Association shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Association dues and other mutually agreed upon payroll deductions. In addition, the Association shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

## SECTION 6 - PAY RATES AND PRACTICES

### A. Wages

*Effective with the first pay period inclusive of July 1, 2011, monthly salaries of classifications represented in this unit shall be increased five percent (5%) or ten (10) ranges on the salary scheduled (deemed to be 5%).*

### B. Bilingual Pay

A premium of five percent (5%) of base salary shall be paid to Police Sergeants and Police Commanders assigned by management to speak and use a language other than English in the course of the employee's duties. This section is subject to administrative discretion.

One hundred dollars (\$100) per month shall be paid to Deputy Police Chiefs, who speak and use a language other than English in the course of his/her job duties, subject to administrative direction.

C. Special Assignment Pay

The City has established two (2) categories of special assignment pay to replace the single category previously known as "working out of class".

1. Special Assignment Pay While Working Out of Class. An employee who is assigned by the Chief of Police to perform a majority of the duties of a higher classification for more than eighty (80) consecutive regular work hours shall receive a ten percent (10%) Special Assignment Pay on or after the eighty-first (81st) consecutive hour of work. Such pay shall be based on the employee's established salary.
2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Police Chief a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Chief of Police with approval of the City Manager. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

D. Overtime

Consistent with current practice, employees in the rank of Sergeant who work beyond their normal eight (8) or ten (10) hour shift schedule shall be compensated at time and one-half (1-1/2) for the excess hours worked.

E. Court Pay for Sergeants

1. Off-duty court pay will be four (4) hours pay/comp time at time and one half (1-1/2) or time and one half (1 1/2) for actual hours in court, whichever is greater, except as modified in 2 and 3 below.
2. If one (1) officer makes two (2) or more court appearances in one (1) day and these appearances are:
  - a. Scheduled at least four (4) hours apart, the officer shall receive not less than four (4) hours pay at time and one half (1-1/2) for each appearance.
  - b. Scheduled less than four (4) hours apart, the officer shall be compensated for a minimum of four (4) hours pay at time and one half (1-1/2) or, time and one half (1-1/2) for all hours in court, whichever is greater. This includes all subpoenas within the four (4) hour time period with the overtime period commencing at the appearance time of the earliest subpoena. Court compensation will be no more than eight (8) hours per day (two (2)-four (4) hour minimums) unless more hours are actually worked. In no case will there be double compensation for overlapping hours.

3. If a court appearance is scheduled within two (2) hours of the beginning of the officer's shift, compensation shall be as follows:
  - a. Time and one half for hours from end of shift through the completion of the court appearance, (example: If the officer ends his/her shift at 0800 hours (8:00 a.m.) and has court from 0830 hours (8:30 a.m.) to 0900 hours (9:00 a.m.) = 1 hour, 1000 hours (10:00 a.m.) to 1045 hours (10:45 a.m.) = four (4) hours)

OR,

  - b. Time and one half (1-1/2) for hours from time of subpoena until beginning of shift, (example: 1445 hours (2:45 p.m.) to 1700 hours (5:00 p.m.) = four (4) hours; 1500 hours (3:00 p.m.) to 1700 hours (5:00 p.m.) = two (2) hours, if the officer starts his/her shift at 1700 hours).
4. The Department shall by 1800 hours (6:00 p.m.) of the preceding court day have available in the Watch Commander's office a list of those officers whose court appearances have been canceled for the next court day. It is the responsibility of the subpoenaed officer to check with the department (in person or by telephone) after 1800 hours (6:00 p.m.) on the prior court day to ascertain if a court appearance has been canceled.

No compensation shall be given for a properly canceled court appearance.

In the event of a court cancellation being received by the department on the officer's court appearance date, notification to the officer of the cancellation will be effective if made prior to the officer's arrival for court (at court or at the police department).

5. At their option, employees may choose to work in the Police Department during court lunch breaks if they are required to return to court after the court lunch break. This is contingent on the Watch Commander having a work assignment for the officer. If this be the case the officer must have the Watch Commander sign their subpoena forms indicating they received such assignment.
6. Pre-agreed illustrative examples, for explanatory purposes only, which can be used to clarify potential problem circumstances which may arise in implementing Section, F above, are available from the Police Chief.

#### F. Night Shift Differential

Night shift differential at the rate of twenty-two dollars (\$22.00) per shift shall be paid to employees on duty at mid-night. Being on duty at midnight includes employees whose shift either ends or begins at midnight. No night shift differential will be paid for overtime hours worked.

G. Emergency Callback

Police Commanders shall be eligible for Emergency Callback Overtime. Emergency Callback overtime shall be compensated at time and one-half (1.5) up to a maximum of six (6) hours per incident (total of nine hours), subject to a minimum overtime callback of two (2) hours (three hours compensation).

H. Compensatory Time Accrual

The maximum compensatory time accrual for employees represented by the Police Management Association shall be eighty (80) hours.

I. Investigations Supervisor On-Call Pay

On-call pay of \$2.25 per hour shall be provided to the Investigations Supervisor as assigned by the Division Commander. The on-call compensation shall commence at the conclusion of the employee's work shift.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan Benefit

*Effective 7/01/09 employees will pay the amount equal to two and one-half percent (2.5%) of his/her salary towards the premium amount for health insurance. This provision will sunset on 7/01/11.*

Effective July 1, 2011, the City shall contribute the full amount of the premiums for PERS Choice coverage for employee and eligible dependents. The City will continue with the full amount of premiums for current supplementary dental and vision plans available to City employees and eligible dependents.

B. Retiree Medical Benefit

a. Normal Service Retirement

The City will pay twenty five (25%) percent of premium or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for employees retiring from the City on or after September 29, 1995 with a normal service retirement, and continuing in a normal service retirement status. "Normal service retirement" is defined as retirement based solely on years of service and age and excludes disability retirement or any retirement based on disability or issues other than years of service. City payment shall be discontinued when the employee or spouse becomes eligible for Medicare coverage. The City Health Insurance Program shall be amended to provide for the retiree medical insurance provision through Medicare eligibility consistent with this paragraph.

b. Other than Normal Service Retirement

Employees who retire for reasons other than a normal service retirement shall be eligible for an insurance conversion program with premiums paid by the retiree.

c. *Retirement Incentive Program*

*Twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a regular retirement under CalPERS and elects to retire prior to January 31, 2010. The maximum health insurance payment amount available will be PERSChoice at employee +1 dependent.*

C. Biennial Physical Examination:

The City will provide regular employee in this unit with a physical examination for preventive health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains a regular employee. Employees forty (40) years of age and older shall be eligible for a physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal associated lab work as outlined in the biennial medical exam form for the employee's occupation. Physical examination elements shall be expanded to include additional items for employees age forty (40) and older.

Additional testing or examinations resulting from abnormal findings from the biennial exam shall be submitted by the employee to the employee's medical benefits plan or through the Workers' Compensation process, whichever is appropriate. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, such testing/examination will be provided under the biennial exam.

D. Long Term Disability

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - no maximum monthly benefit program.

E. Life Insurance

The City shall provide term life insurance in an amount equal to the employee's base salary for each regular employee represented in the unit.

F. Tuition Reimbursement

An employee shall be allowed up to five hundred dollars (\$500) per fiscal year for eligible educational expenses upon successful completion of an approved academic course of study and/or individual course of study approved by the Chief of Police and the Human Resources Officer. Eligible expenses are defined as costs for classes which meet the following criteria:

- Approval is obtained prior to attending class
- Are directly related to an employee's job duties
- Receive college units, POST training credit, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge of an experience in the curriculum offered
- For which class and study time is outside of the employee's work hours
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.
- Reimbursement for training classes, seminars and workshops which are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program.
- Expenses for books, class fees, and/or class supplies for college classes which are part of an academic course of study will be eligible for reimbursement under this program.

G. Management Leave

Subject to administrative direction, management benefits shall include sixty (60) hours of management leave per year for Sergeants and Police Commanders and eighty (80) hours per year for Deputy Chiefs.

H. Uniform Allowance

The City shall pay twelve hundred dollars (\$1200) per calendar year for uniform replacement and maintenance. The uniform allowance shall be paid at the rate of one hundred (\$100) per month.

I. Educational Achievement Incentive

The City shall make all appropriate deductions as required by Federal and State law.

1. Monthly Benefit Program

There are only three (3) conditions under which employees are eligible to receive the monthly benefit under the Educational Achievement program.

- a. An employee who has a POST Intermediate Certification (\$25 per month) or a POST Advanced Certificate (\$40 per month) and who opted to remain in the monthly program prior to the date of this Memorandum of Understanding will continue to receive the monthly benefit.
- b. ~~An employee who is receiving Twenty five dollars (\$25) per month for a POST Intermediate Certificate and attains a POST Advanced Certificate is eligible only for the forty dollar (\$40) monthly benefit.~~
- c. An employee who is receiving Twenty-five dollars (\$25) per month for an AA/AS degree (not for a POST Intermediate Certificate) is, upon attainment of a BA/BS degree, eligible for either Forty dollars (\$40) per month or a one-time benefit of Three Thousand dollars (\$3,000) as outlined in 2c below.

2. One Time Benefit Program

- a. An employee hired during the term of this Memorandum of Understanding shall be eligible for the one time benefit program only. A new employee must have attained 5th step of the salary range to be eligible.
- b. A one time benefit of Two thousand dollars (\$2,000) shall be paid to an employee who attains an AA/AS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- c. A one time benefit of Five thousand dollars (\$5,000) shall be paid to an employee who attains a BA/BS degree, and the Monthly Benefit Program, if applicable, shall cease, provided, however, that an employee who has received the one time benefit of Two thousand dollars (\$2,000) pursuant to the above subsection shall receive Three thousand dollars (\$3,000) for the BA/BS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- d. An employee who has received the one time benefit for a degree is no longer eligible for payment for that same degree regardless of his/her rank or bargaining unit membership.

J. Physical Fitness/Wellness Program

1. City will provide fifty percent (50%) reimbursement in July of each fiscal year (July-June) to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:
  - a) Health clubs must be in the City of Salinas
  - b) Reimbursement shall not exceed \$500 per calendar year, per employee
  - c) Reimbursement shall be made once a year during the month of January and requires submission of actual receipts
2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program dated June 9, 1995, administered through Hartnell College in June of each year. Payment of a fitness premium shall be made in July of each year as follows:

Level 4	\$ 500
Level 5	\$ 750
Level 6	\$1,000

K. Residency Stipend

Employees who maintain their legal residence within the corporate limits of the City of Salinas shall receive a monthly residency stipend payable on a biweekly basis. The stipend shall be \$200 per month.

L. PERS Retirement Program

The City shall provide the PERS Police Public Safety Retirement Program 3% @ 50 benefit. Employees shall pay the employee share of nine (9%) percent.

M. Longevity Pay

Effective with the payroll inclusive of July 1, 2007, employees who have attained twenty (20) years of service with the City of Salinas Police Department shall permanently receive a longevity pay incentive of an additional five (5%) percent base salary in recognition of their time in service.

N. Retiree Health Savings

City and Association shall review alternatives for the provision of a employee funded Retiree Health Savings Plan. City shall institute a qualified plan for the Association membership if requested to do so. The City shall not participate financially in any funding of the Plan

## SECTION 8 - LEAVE PROVISIONS

### A. Holidays

- | 1. Fixed Holidays           | Date                        |
|-----------------------------|-----------------------------|
| New Year's Day              | January 1                   |
| Martin Luther King Birthday | Third Monday in January     |
| Lincoln's Birthday          | February 12                 |
| Washington's Birthday       | Third Monday in February    |
| Memorial Day                | Last Monday in May          |
| Independence Day            | July 4th                    |
| Labor Day                   | First Monday in September   |
| Veteran's Day               | November 11                 |
| Thanksgiving Day            | Fourth Thursday in November |
| Friday after Thanksgiving   | Day after Thanksgiving      |
| Christmas Eve               | December 24                 |
| Christmas Day               | December 25                 |
2. One (1) floating holiday per calendar year, to be credited and taken on a calendar year basis. The floating holiday may not be cashed out nor carried over to a new year.
3. Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.

### B. Annual Leave:

1. Annual Leave shall be as provided in Section 11.3 of the February 1, 1988 edition, as amended, of the Personnel Rules and Regulations.
- |                         |                  |
|-------------------------|------------------|
| 1st through 5 year      | 22 days per year |
| 6th through 10th year   | 27 days per year |
| 11th through 15th year  | 29 days per year |
| 16th through 17th year  | 30 days per year |
| 18th through 19th year  | 31 days per year |
| 20th through 24th year  | 32 days per year |
| 25th through retirement | 33 days per year |

### C. Retirement Payoff of Unused Sick Leave

A retiring employee is entitled to receive payment for twenty percent (20%) of their accumulated sick leave balance upon normal (not early or disability) retirement or ten percent (10%) for other than a normal retirement. Payments will be made at the employee's established hourly rate of pay.

D. Bereavement Leave

An employee represented by the Association shall be entitled to four (4) days of leave with pay for the death in the family. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) shall apply.

Family member includes:

Husband	Mother-in-Law
Wife	Father-in-Law
Father	Sister-in-Law
Mother	Brother-in-Law
Child	Legal Guardian
Brother	Step-Child
Sister	Step-Father
Grandparent	Step-Mother
Grandchild	Step-Mother-in-Law
Step-Father-in-Law	

E. Family & Medical Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical leave Policy is detailed in the Administrative Memorandum 94-1, effective February 1, 1994.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeal Procedure

The Grievance/Disciplinary Action Appeal Procedure for employees in this unit is set forth in the Personnel Rules and Regulations. No employee shall suffer retaliation resultant from use of this procedure.

The Grievance/Disciplinary Action Appeal Procedure shall be amended so that the Grievance Board action shall be directly appealable to the City Council. The Grievance Board will no longer provide advisory recommendations to the City Manager.

B. Four-Ten Plan

The normal work schedule for all personnel, with the exception of Deputy Chiefs, will be a four-ten plan so that employees work four (4), ten (10) hour days within each week. The four-ten plan will be implemented in the narcotics unit subject to scheduling determination (actual hours worked) by the Chief of Police.

The City agrees to continue the current four-ten plan for Sergeants and Commanders assigned to patrol.

## SECTION 10 - COMMITTEES

### A. Safety Committee

The City and the Association shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Association may appoint one (1) member to serve on any safety committee within the scope of Association representation. The rotation policy (six month rotation, 1 year term) shall apply. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

The City Manager shall appoint a "Facility Safety Committee" comprising of at least one (1) Association representative from the City Hall Building and the Public Safety Building.

Each Department Director with operations outside of the City Hall Building and the Public Safety Building shall appoint a Safety Committee.

The purposes of the Safety Committee are as follows:

1. To review accidents which occurred since the last meeting of the Safety Committee and to recommend corrective action.
2. To develop and implement an accident prevention program.
3. To develop and implement a recognition program for personnel who achieve accident free records or who make significant contributions to the Safety Program.
4. To serve as Liaison between management, the Safety Committee, and the work-group members and provide a conduit of information about safety.
5. To discuss safety before an accident occurs instead of after the accident.

The Safety Committees will meet at least quarterly and will provide copies of the minutes of each meeting to the City Manager.

### B. Deferred Compensation Committee

The City's Deferred Compensation Committee shall include one (1) employee designated by the Association. The designated employee must be a participant in the City's Deferred Compensation Program.

SECTION 11 - MISCELLANEOUS

A. Labor Management Committee

The City will work with the Association in the context of the existing Labor Management Committee process to continue dialogue on budget and finance issues affecting City operations and Association represented personnel.

B. American Disabilities Act

General provisions in compliance with Federal regulations included in the American Disabilities Act included in Appendix B.

SECTION 12 - TERM

*The term of this Memorandum of understanding shall commence March 31, 2009 and shall expire December 31, 2011, except as otherwise provided in this Memorandum of Understanding. Proposals for change and/or renewal shall be submitted by October 1, 2011.*

DATED 4/9/09

DATED April 6, 2009

CITY OF SALINAS

BY   
ARTIE FIELDS, CITY MANAGER

POLICE MANAGERS ASSOCIATION

BY   
JAY MALISPINA, PRESIDENT

APPENDIX A

JOB CLASSIFICATION SCHEDULE  
AS OF JULY 1, 2011

		Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
O03	DEPUTY CHIEF	61.3	12403	13023	13675	14359	15077	15831
O05	POLICE COMMANDER	58.3	10714	11250	11813	12403	13023	13675
O07	POLICE SERGEANT	54.9	9075	9528	10005	10505	11031	11583

General Provision Regarding Americans With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice nor shall it be used or cited as past practice in any grievance procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss alternatives to disregarding the Agreement.

**CITY OF SALINAS AND SALINAS POA/PMA**

**TENTATIVE AGREEMENT**

~~June 6, 2011~~

*glio* *MB*  
*sc* *ant*

- 1. **TERM:** 2 year contract extension expiring December 31, 2013.
- 2. **RETIREMENT BENEFITS FOR NEW HIRES:** 3% @ 55 for new hires hired on or after July 1, 2011. Salary is based on average of three highest years.
- 3. **MEDICAL INSURANCE PROVIDER:** The City agrees to transition bargaining unit members from existing PERSChoice medical option offered by CalPERS medical coverage to the PORAC medical option (also offered through CalPERS medical coverage), subject to the following conditions:
  - a. The transition would be accomplished as soon as administratively feasible. (Likely open enrollment.)
  - b. This change is being implemented in part to save money on premiums. The projected savings achieved by this change are \$114,100 in year 1 and \$228,200 in year 2.
  - c. In the event the PORAC medical premium costs for individual POA/PMA members exceed the premium costs available to the City for individual POA/PMA members through the PERSChoice medical coverage option, the City shall have the right to transition the bargaining unit back to PERSChoice medical. In the event that there is a gap in time between the increase in premium costs and the ability to move the bargaining unit members participating in the PORAC medical option back into PERSChoice medical coverage, members shall contribute the difference towards their premiums (ie. the premium costs of PORAC medical in excess of the premium costs available under PERSChoice).

**4. COMPENSATION:**

- A. **CONTINUE WAGE DEFERRAL:** POA/PMA will continue to defer their 5% wage increase until October 1, 2013.
- B. **ADDITIONAL SALARY DECREASE DURING TERM OF AGREEMENT:** As set forth below, POA/PMA members shall contribute an additional 3.8% in salary reductions. This salary reduction shall be accomplished through selection of either the furlough or holiday pay reduction options below, to be selected by the individual member.

- 1. **FURLOUGH OPTION**  
POA/PMA members agree to a furlough as described below.

POA/PMA members electing to participate in the furlough option agree to 80 hours in unpaid furlough days in year one between July 1, 2011 – June 30, 2012,

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and 80 hours in unpaid furlough days in year two between July 1, 2012 – June 30, 2013. In accordance with the paragraph below, the reduction in pay for these days shall be spread across all pay periods during the furlough period. The Department vacation schedule (including currently scheduled vacations) shall be used as the schedule of furlough days. The first 8 days (80 hours) of vacation scheduled for each bargaining unit member in each year shall be unpaid furlough days. Vacation/Annual Leave accruals shall not be reduced on days designated as furlough days. Furlough hours used as (or in lieu of) vacation/annual leave shall satisfy use requirements provided in Salinas Personnel Manual Section 11.4 E (incorporated by reference into this Agreement).

So that members will not experience a significant pay reduction in the pay periods in which they take unpaid furloughs, the wage reduction experienced as a result of furloughs will be implemented by reducing each member's base salary by 3.8% commencing with the first full pay period in the above-referenced pay periods in which they are eligible to take unpaid furloughs. Furlough hours shall not affect the members' hourly rate of pay or premium/incentive pay, and shall count as "hours worked" for purposes of accruals, eligibility for City contributions for health benefits and eligibility for overtime (if applicable), and will not adversely impact the amount of an employee's compensation the City reports to CalPERS.

## 2. HOLIDAY PAY SALARY REDUCTION OPTION

POA/PMA members electing to participate in the holiday pay salary reduction option agree to take 80 hours in unpaid holiday pay in year one between July 1, 2011 – June 30, 2012, and 80 hours in unpaid holiday pay in year two between July 1, 2012 – June 30, 2013. Unpaid holidays will be the first ten holidays in each year.

## 3. ADMINISTRATION OF FURLOUGH AND HOLIDAY PAY REDUCTIONS

Each bargaining unit member shall submit his or her furlough or holiday reduction plan option, no later than July 1, 2011. Any bargaining unit member who does not provide the City with his/her selected option by July 1, 2011 will automatically forfeit the first ten paid (10) holidays in Year 1 and Year 2 and shall not be provided the opportunity to participate in the furlough program. Employees hired after July 1, 2011 will be provided an opportunity to select their option upon accepting their offer of employment.

**C. NEW BOTTOM STEP:** A new bottom step shall be created for all employees hired after July 1, 2011. The new bottom step will adhere to the current 5% difference between steps (ie. 5% below current bottom step). (The estimated cost savings for the two year contract extension period is 0.05% in year 1 and 0.10% in year 2, based upon projections of two new hires per year.)

6/6/11  
JLO

*[Handwritten signature]*

**5. 2.5% CONTRIBUTION TO MEDICAL:** POA/PMA will contribute 2.5% of base salary towards health insurance premiums on a pre-tax basis from July 1, 2011 through October 1, 2013. For the purpose of this agreement, it is estimated that this 2.5% contribution will save the City approximately \$409,000 per year (\$818,000 total). This 2.5% contribution shall not change regardless of PERS holidays or other benefits adjustments.

**6. FACIAL HAIR:** The City is willing to agree to a 90-day pilot program on this issue. The pilot program will consist of modifying the existing requirements to the following: beards, sideburns, mustaches and eyebrows shall be neat and evenly trimmed. If a supervisor feels that either has become unacceptable, the matter will be referred to the Chief of Police who will resolve the matter.

**7. BLOOD DONATION:** An employee may be granted paid release time of up to a maximum of one (1) hour for donating blood during scheduled hours of work. The length of the leave must be approved in advance by the supervisor. Approval or denial of this leave shall be within the sole discretion of the Department.

**8. RETIREMENT/RESIGNATION INCENTIVE PROGRAM:** The City agrees to extend the "Retirement" incentive option through December 31, 2011 subject to the following conditions:

a. Only the retirement option is extended, not the resignation option.

b. Employees wanting to participate in this program must still comply with all of the conditions of the current program. This includes providing an irrevocable notice of participation and retirement letter by June 10, 2011.  
June 23, 2011

c. The effective date of the retirement during this extended period shall be the first day that the employee is eligible to retire under the plan (minimum retirement age).

**9. COMPENSATORY TIME:** The City agrees to increase the maximum accrual to one hundred and twenty (120) hours.

**10. SHIFT BID BY SENIORITY:** The City agrees to develop a written departmental policy which formalizes the existing shift bid process and rights. This policy shall not take effect until approved by the POA and PMA as accurately reflecting the existing shift bid process and rights. During the term of this agreement, the City agrees to meet and confer with the POA/PMA in the event the Chief wants to make changes to this policy. This process shall be accomplished no later than August 15, 2011.

**11. BEAT SELECTION BY SENIORITY:** The City agrees to develop a written departmental policy which formalizes the existing beat selection process and rights. This policy shall not take effect until approved by the POA and PMA as accurately reflecting the existing beat selection process and rights. During the term of this agreement, the City

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*[Signature]*

agrees to meet and confer with the POA/PMA in the event the Chief wants to make changes to this policy This process shall be accomplished no later than August 15, 2011.

**12. LAYOFFS:** The City agrees to engage in good faith best efforts to attempt to avoid layoffs by achieving cost savings through attrition. Based on current informal projections, the City agrees to place a cap of five (5) layoffs for the first year of this Agreement (July 1, 2011 through June 30, 2012). In the event that additional confirmed attrition occurs through the Retirement/Resignation Incentive Program or other means (e.g. disability retirement, termination, etc.) by June 10, 2011, the City agrees to reduce or eliminate the remaining layoffs accordingly. For purposes of reconciling the current budget deficit gap and avoiding layoffs, cost savings resulting from any additional attrition not included in the current informal projections shall be determined by the total compensation of the separating employee (ie. all salary and benefit costs). Upon signing of the tentative agreement (prior to ratification by either party), the City shall provide the POA/PMA with a list of Association members considered in the current informal projections. In the event that this reconciliation of attrition eliminates the need for a July 1, 2011 layoff, the City agrees that it will not layoff bargaining unit members during the 2011-2012 fiscal year (July 1, 2011 through June 30, 2012.)

June 23, 2011  
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During the second year of this term, the City agrees to meet and confer with the Associations prior to making any decision to lay off bargaining unit members for the purpose of exploring alternatives to layoffs.

**13. MOST FAVORED NATIONS:** The City agrees that, if, during the term of this Agreement, any other bargaining unit is granted a general salary or benefit increase or any economic enhancement to their overall compensation and benefits, or has any compensation or benefit reduction incurred or concession they have made restored to them, then the parties will reopen negotiations to negotiate on the subject of whether to restore more favorable or less detrimental economic terms for the Salinas POA and PMA. The City also agrees that if it negotiates terms with another bargaining unit that provides for cost savings to the City in an amount less than those agreed to by the Salinas POA and PMA as a percentage of total compensation (ie. all salary and benefit costs) in any fiscal year of this Agreement, then the parties will reopen negotiations to negotiate on the subject of the more favorable or less detrimental total economic package for the Salinas POA and PMA. In order to comply with this provision, throughout the term of this Agreement, the City agrees to provide terms, conditions and specific details (including, but not limited to costing) on all terms related to salaries, compensation and benefits of other bargaining units and individual employees upon request by the POA and/or PMA.

**14. ADVISORY ARBITRATION FOR DISCIPLINE:** Following the Pre-Disciplinary Due Process Meeting with the City Manager, an employee may elect to proceed to advisory arbitration, to be heard by a neutral arbitrator selected from a list of five (5) arbitrators provided by the State Mediation and Conciliation Service. The City and the employee (or his/her representative) shall alternate striking names of available arbitrators with the final name serving as the arbitrator in each matter. Following receipt of the advisory finding of the arbitrator, the employee shall notify the City within 21 calendar

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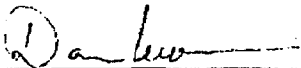
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days of his/her intent to appeal the City Manager's decision to the Grievance Board. The parties agree to divide equally the cost of the arbitrator and the court reporter (if any). Each party shall bear their own respective costs of making their presentation to the arbitrator, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs. The recommendation of the arbitrator shall be forwarded to the City Council for its consideration as part of the "Appeal to the City Council" currently provided in Section 8.7 of the Salinas Personnel Manual. The decision of the City Council shall be final and binding decision.

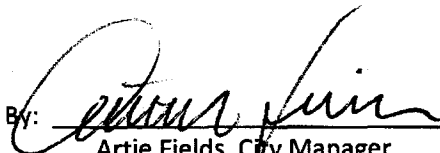
FOR THE CITY OF SALINAS

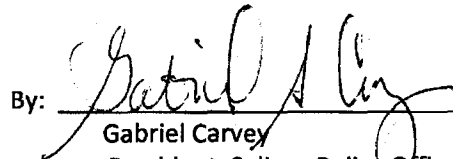
FOR THE SALINAS POA/PMA


  
\_\_\_\_\_  
Donna Williamson  
Liebert Cassidy Whitmore


  
\_\_\_\_\_  
Peter Hoffmann  
Rains Lucia Stern, PC

Dated: June 13, 2011

By:   
\_\_\_\_\_  
Artie Fields, City Manager  
City of Salinas

By:   
\_\_\_\_\_  
Gabriel Carvey  
President, Salinas Police Officers  
Association

By:   
\_\_\_\_\_  
Jim Pia, Assistant City Manager  
City of Salinas

By:   
\_\_\_\_\_  
Mark Babione for  
Mike Groves, President  
Salinas Police Managers