
MEMORANDUM OF UNDERSTANDING

SEIU Local 521 Crew Supervisors

April 28, 2009

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE CREW SUPERVISORS
THE SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 521, CTW-CLC,

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Service Employee's International Union, Local 521, CTW-CLC (hereinafter referred to as the Union). 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 known 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. Further, the City and City management reserve all the rights, powers and authority customarily exercised by management except as otherwise specifically designated or modified by express provisions of this Memorandum of Understanding.

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 Union will cooperate in pursuing a policy of no discrimination and affirmative action.

A regular employee in this unit shall have the right to form, join and participate in the activities of employee organizations of the employee's 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 Union 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 37 of the Salinas Municipal Code, the City has certified the Union as the recognized employee organization of the representing unit consisting of full time regular employees filling classes found in Appendix A.

The Union has been recognized pursuant to the provisions and limitations of Government code Section 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for the bargaining unit assigned to certain classifications designated in Appendix A.

The Union shall have the right to represent said employees in all matters relating to ~~employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.~~

B. Agency Shop/Fee

1. Employee Rights

- a. The City and the Union recognize the right of an employee to form, join and participate in lawful activities of an employee organization and the equal alternative right of an employee to refuse to form, join and participate in an employee organization. Neither party shall exert pressure upon or discriminate against an employee in the exercise of either of these alternative rights.
- b. Accordingly, membership in a Union shall not be compulsory. An employee has the right to choose either to become a Union member or to refrain from becoming a Union member.

However, in an Agency shop, if an employee chooses to refrain from becoming a Union member, such employee must pay the Union a fee for representation services (hereinafter termed "Agency Fee") unless exempted pursuant to Subsection 4g, hereinbelow.

2. Employees Right to Election to Cancel "Agency Fee". (Hereinafter termed "'Agency Fee' Cancellation Election")

- a. The employees have the right to an election by secret ballot on the question of canceling an "Agency Fee" as a condition of employment pursuant to the following conditions:

(1) Pre-Election Conditions

- (a) Presentation to the City Manager of a petition, titled "Petition to Cancel Agency Shop", signed by at least thirty percent (30%) of the employees eligible to vote in the "Agency Shop" Cancellation Election within thirty (30) calendar days prior to presentation of such petition to the City Manager, and
 - (b) Verification by a State Mediation and Conciliation Service representative of the validity of such petition.
- (2) Election Conditions
- (a) The "Agency Shop" Cancellation Election shall be conducted, and the results thereof be certified, pursuant to rules and regulations of the State Mediation and Conciliation Service.
 - ~~(b) However, at least fifty per cent (50%) plus one (1) employee of all employees in this unit who have no supervisory or confidential responsibility vote in the election, and~~
 - (c) At least fifty percent (50%) plus one (1) of those voting vote to cancel the "Agency Shop".
- (3) Post-Election Conditions
- (a) If all the conditions set forth in Subsection 3a hereinabove are met and a State Mediation and Conciliation Service representative certifies such in writing to the City Manager, the City shall cancel "Agency Fee" deductions on the first (1st) payday which is at least thirty (30) calendar days after the date of receipt of written certification by the State Mediation and Conciliation Service representative to the City Manager, and the City and Union rights and responsibilities as to voluntary Union membership shall revert back to those set forth in Subsection C hereinbelow.
 - (b) If all the conditions set forth in Subsection 3a herein above are not met:
 - i. The State Mediation and Conciliation Service representative shall so certify in writing to the City Manager, and
 - ii. The City shall continue "Agency Fee" deductions pursuant to this Section B.

- (c) There shall be no more than one (1) "Agency Fee" Cancellation Election in any twelve (12) month period.

3. Administrative Provisions For Agency Fee

Each employee in the bargaining unit shall contribute to the cost of administration of this MOU by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only. New employees shall authorize either Union membership dues or an equivalent service fee within thirty days of date of hire.

Any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such a religious body satisfactory to the Union be permitted to make a charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code 501.c.3 that has been confirmed as a non-profit by the Union in advance of the contribution by the member. Such contribution may be made by regular payroll deduction or by proof of payment to one of the Union confirmed charities to the City on a monthly basis.

The City shall deduct Union membership dues and other payroll deductions agreed upon by the Union and the City from the monthly pay of employees.

The service fee shall be automatically deducted for those non-exempt employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions that shall be remitted to the appropriate organization.

Management, supervisory, and confidential employees shall be exempt from the provisions of agency shop.

4. City Rights and Responsibilities

a. The City's sole and exclusive responsibilities pursuant to this Section are limited to:

- (1) Notifying an employee who has failed to comply with the provisions of this Section that, as a condition of employment, the employee must either become a Union member, pay an "Agency Fee" either through voluntary or involuntary deductions, or qualify and establish an exempt status, and
- (2) Making payroll deductions pursuant to Subsections 4, hereinabove.

- b. Notwithstanding any other provision in this Section to the contrary, under no circumstance shall the City be required to discharge or discipline an employee for failure to fulfill the employee's obligation to pay an "Agency Fee".

5. Hold Harmless

The Union agrees to indemnify, hold harmless and defend the City and its officers, employees and agents against all claims, proceedings, actions, and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City pursuant to Section 5B (Agency Shop/Fee) provisions.

6. Financial Documentation by Union

The Union shall provide the financial documentation described in Government Code ~~Section 3502.5(d) to the City within sixty days after the end of the Union's fiscal year.~~

C. Voluntary Union Membership

This section shall remain in effect only when Section 5-B hereinabove is not in effect.

1. Maintenance of Membership

All Union members who have authorized payroll deductions for payment of Union dues prior to the effective date of this Memorandum of Understanding, and all Union members who establish dues payroll deductions during the term of this Memorandum of Understanding, shall remain members of the Union throughout the life of the Memorandum of Understanding, provided that Union members on payroll deduction may terminate their authorization for deduction of the Union dues by giving written notice to the City Finance Department during the 1st ten (10) working days of the month of June of each year. The City shall promptly forward a copy of letters of revocation to the Union. The Union agrees to indemnify, defend and hold the City of Salinas harmless due to the implementation and enforcement of this section.

2. Dues Collection

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 Union 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 Union. 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 Union unreasonably request payroll deductions.

The Union 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 Union dues and other mutually agreed upon payroll deductions. In addition, the Union shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

D. Union Access

The City agrees to allow an official business representative of the Union to visit City facilities provided that such visit does not in any manner interfere with the City's business or operations; the representative has given advance notice of the visit and the purpose of such visit; and has received authorization for such visit from the appropriate City management personnel.

E. Union Representation

The City agrees to provide for released time for up to two (2) official representatives of the Union for the sole purpose of meeting and conferring with representatives of the City.

F. Notice of Represented Employees

The City shall provide the Union with the names and classifications of all represented employees. This information may be provided semiannually upon written request to the Personnel Officer.

When a person is hired in one of the Job Classifications represented by the Union, the City shall notify that person that the Union is the recognized employee organization and represents the Unit in employment relationships with the City.

G. Stewards

The Union shall be authorized to designate two (2) stewards for the limited purpose of the processing and investigating of grievances and in this connection the stewards shall be allowed a reasonable amount of paid time off for this purpose as long as there is no disruption of work. Stewards may use City fax machines and telephones for purposes of contract administration as described in this section.

A steward must first obtain permission through the steward's immediate supervisor or normal supervisory channels before leaving their work or work location. This provision shall be limited to periods of regular hours and exempted from any other times including, but not limited to, overtime. It is further agreed that the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

The Union shall notify the City in writing of the individuals selected as soon as possible.

H. Public Documents

The City shall provide a copy of documents and other public materials relating to matters within the scope of representation to the Union upon request. Such materials, including the annual budget, shall be provided free of charge.

I. Use of Bulletin Boards

The Union may use portions of City bulletin boards under the following conditions:

1. Bulletin boards may be used solely for the purpose of posting or distributing notices or announcements for such things as social events, recreational events, Union meetings, results of Union elections and reports of Union minutes.
2. All materials must identify the Union.
3. Materials which the Department Director considers objectionable will be removed; provided, however, the Department Director shall first discuss this removal with the Municipal Employee Relations Officer or his/her designee.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of the bulletin boards are to be allocated to Union materials.

J. Union Orientation

The City shall allow Union representatives fifteen (15) minutes of the agenda during city-wide scheduled new employee orientation programs to provide information regarding the benefits and obligations of Union membership. Current employees transferring into a position represented by this Union shall be authorized to attend this portion of the new employee orientation. The Union representative shall not make any comments that malign the City, its employees or officials.

K. Advance Notice

The City will provide written notice to, and upon request, meet and confer with the Union at least fourteen (14) calendar days prior to implementation of revised job descriptions for those positions represented by SEIU Crew Supervisors.

Whenever the City changes personnel rules or personnel policies, or issues new personnel rules or new personnel policies, the Union will be given written notice at least fourteen (14) calendar days, absent emergency, before the effective date of the rule or policy. This notice is provided in order that the Union may meet and confer with the City before the rule or policy becomes effective, if the Union so requests.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

Effective with the pay period inclusive of January 1, 2002, annual salaries of classifications represented in this unit shall be increased by two (2%) percent or four (4) ranges on the salary schedule. The annual \$500 Uniform Allowance and the annual \$500 Professional Development incentive shall be removed from this agreement.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll period inclusive of December 1, 2011.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll period inclusive of January 1, 2013.

Effective January 20, 2004, the existing salary/benefit differential between SEIU Crew Supervisor personnel and other non-public safety employees will not be reduced over the period of the agreement.

B. Work Schedule

Effective July 1, 2009 the work schedule will change from an 80 hour pay period to a 72 hour pay period. The employee will work eight (8) hour days and the furlough program will consist of one day off per pay period. The employee will work with their supervisor to determine the day off and the Department Director will have final approval. This schedule will remain in effect as determined by the City of Salinas. While this work schedule is in effect, members of this bargaining unit will receive compensatory increases provided to other employee groups. This provision excludes compensatory increases that are already contracted with other groups, restoration of benefits previously surrendered by other groups, and increases that are mandated through binding arbitration. For purposes of health and welfare benefits, a 72 hour pay period will be considered full-time employment and qualify for benefits under section 7.

C. Bilingual Pay

A premium pay of five percent (5%) of base salary shall be paid to an employee 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 direction. Reference Administrative memorandum 89-03.

D. Special Assignment Pay

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class". Reference Administrative Memorandum 92-01.

1. **Special Assignment Pay While Working Out of Class.** An employee who is assigned by the Department Director to perform a majority of the duties of a higher classification shall receive a ten percent (10%) Special Assignment Pay while performing those duties. Such pay shall start on the first day of assignment and be based on the employee's established salary.

Requests for Special Assignment, Out of Class Pay must be turned in within the pay period the Special Assignment was worked.

2. **Special Assignment Pay While Performing Additional Responsibilities.** An employee who is assigned by the Department Director 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 Department Director 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.

E. On Call Pay

Effective January 1, 2008 the City shall provide compensation at the flat rate of three hundred fifty dollars (\$350) for the two (2) week period that an employee is assigned to be on an "on call status" and is expected to be available for work. Effective with the first full pay period after January 1, 2009, the "on-call" compensation shall be increased to four hundred dollars (\$400) for the two (2) week period of "on-call" assignment. Effective with the first full pay period after January 1, 2010, the "on-call" compensation shall be increased to four hundred fifty dollars (\$450) for the two (2) week period of "on-call" assignment. On call personnel will be selected preferably from volunteers. Selection will be made by the section manager. Such selection is subject to the approval of the Department Director or designate. Such compensation shall not be included in any overtime calculations per FLSA.

Personnel selected must, in the opinion of the supervisor, be qualified to perform all emergency tasks required. In the event there is not a sufficient number of volunteers, qualified employees will be selected generally by rank and seniority, more junior employees selected first. Selected employees will remain on call for a period of two (2) weeks; such period to coincide as nearly as possible with that of a bi-weekly pay period. On call assignments shall be rotated by seniority among qualified workers in each section that requires workers to remain on call. Departments may adopt rules and procedures implementing on call policy.

F. Differentials

An employee assigned by management to perform specific duties as established by management shall receive additional compensation as follows, unless the specific duties are included in their job description:

1. night watering - 5%
2. chipper operation - 5% (non-forestry employees only)
3. ball field light maintenance -\$5.00/hour
4. tree trimming - 5% (tree trimming is understood to mean while using an aerial lift and pneumatic or hydraulic pruners in the trimming of trees over ten (10) feet in height).

The premium pay shall be for all hours actually assigned.

G. ~~Special License and Certifications Fees~~

Subject to need as defined by appropriate City management, the City shall pay the full cost of the following licenses and certifications:

Pesticide Applicators Certificate	Pool Certificate
Backflow Testing Certificate	EPA 608 Certificate
Arborist Certificate	GCSAA Certificate
Wastewater Certificate	PC832 Certification

H. Certification Premium Pay

Effective January 1, 2008, employees will be eligible for a maximum of five percent (5%) of base salary for certification pay. The City will be pay (2.5%) per certificate identified in item 6-F. One of the certifications the employee receives premium pay for may be required by and imbedded in their job description.

I. Longevity Pay

Effective with the payroll inclusive of January 1, 2008, employees who have attained twenty (20) years of service with the City of Salinas shall permanently receive a longevity pay incentive of an additional five percent (5%) base salary in recognition of their time in service.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Insurance / Cafeteria Plan

1. Premiums:

- a. The City will pay the full amount of premiums for PERS Choice health, dental and vision plan for employee and eligible dependents for full time employees (40 hours per week).

- b. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in full-time positions who request and are granted the ability to work less than full time hours.
- c. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in budgeted permanent part-time positions.

The City contribution to the Cafeteria Benefit Plan shall be \$684.11 per month for participants who elect to participate in the Cafeteria Benefit Plan.

Effective January 1, 2004, employees may withdraw from the Cafeteria Benefit Plan Program and participate in the City's Paid Health Insurance Program. If an employee elects to do so, the City shall contribute the full amount of the premiums for PERSChoice coverage for employee and eligible dependents. The City will also continue with the full amount of premiums paid for current supplementary dental and vision plan available to City employees and eligible dependents. If an employee withdraws from the Cafeteria Benefit Plan, the employee may not return to that Plan.

2. Premiums for Employee on Disability Leave

The City shall pay the City's portion of the health insurance premium for up to one (1) year for an employee who is on approved medical leave without pay status for either work-related or personal injury or illness provided that the employee continues to pay the employee's portion (employee only, employee plus one dependent, or employee plus family category prior to injury or illness) of the health insurance premium.

3. Retiree Participation

A retiring employee shall be eligible for the retired City employees' self-insured program with premiums paid by the retiree as per the established plan. The established plan provides a \$250,000 maximum lifetime benefit.

B. Biennial Physical Examination

The City shall provide a regular employee in this unit with a physical examination for preventative 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 in regular employ. 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.

Additional testing or examinations resulting from abnormal findings from any physical exam may be submitted by the employee to the employee's medical benefits plan or through the Worker's Compensation process, whichever is appropriate. When the employee is in an occupation requiring additional testing or examination because of legislation or a determination by a court of competent jurisdiction, the City will pay for usual and customary costs of such testing/ examination.

C. 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.

D. Life Insurance

The City shall provide term life insurance for each regular employee represented in this unit in an amount of one time annual salary subject to a minimum amount of \$50,000.

E. Management Leave

Subject to administrative direction, management benefits shall include one hundred thirty (130) hours of management leave per year.

F. Retirement Benefits

Effective for the term of this Agreement, employees enrolled in the City's New York Life Retirement Program shall pay four and one-half percent (4 1/2%) of salary as the "employee-paid" contributions to the City's New York Life Retirement Program. The City shall pay all contributions in excess of the employee-paid contribution.

Effective for this term of this Agreement, employees enrolled in the California State Public Employees' Retirement System (PERS) shall pay seven percent (7%) as the employee-paid contribution.

The City shall use best efforts to implement any State mandated modifications in retirement benefits in the timeframe established by the State mandate.

The City and Union agree that any benefit enhancements provided to employees participating in the City PERS retirement system (Miscellaneous Contract) are hereby pre-approved and shall be provided to eligible employees serving in the classifications represented in this Agreement.

G. Physical Fitness/Wellness Program

1. Effective for costs each calendar year, City will provide fifty percent (50%) reimbursement to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:

- Health clubs must be in the City of Salinas
 - Reimbursement shall not exceed \$500 per calendar year, per employee
 - 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. Testing for this program will be held in the summer of 2000 with payments in July, 2000. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program (June 9, 1995), administered through Hartnell College in January of each year. Payment of a fitness premium shall be made in February of each year as follows.

Employees achieving Level 4	-	\$ 500 fitness premium
Employees achieving Level 5	-	\$ 750 fitness premium
Employees achieving Level 6	-	\$ 1,000 fitness premium

H. Retiree Health Savings Account

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

I. *Early Retirement Incentive*

Twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a normal or early retirement, as defined by the retirement plan, and elects to retire prior to January 31, 2010. The maximum health insurance (to include medical, dental and vision) payment amount available will be PERSChoice at employee +1 dependent.

SECTION 8 - LEAVE PROVISIONS

A. Holidays (8 hour days)

1. Fixed Holidays	Date
New Year's Day	January 1
Martin Luther King Jr.	Third Monday in January
Lincoln's Birthday	February 12
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

2. Two (2) floating holidays
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

Annual Leave shall be as provided in Section 11.3 of the February 1, 1988 edition, as amended, of the Personnel Rules and Regulations. *Benefit is calculated at 8-hour day.*

1st through 5th year	22 days per year	176 hours per year
6th through 10th year	27 days per year	216 hours per year
11th through 15th year	29 days per year	232 hours per year
16th through 17th year	30 days per year	240 hours per year
18th through 19th year	31 days per year	248 hours per year
20th through 24th year	32 days per year	256 hours per year
25th through retirement	33 days per year	264 hours per year

C. Sick Leave

1. Definition

Sick leave may be granted to an employee in order to care for an immediate family member (as defined in the Personnel Rules and Regulations in the event of a serious illness). A Department Director may require a doctor's certificate for any claim of such sick leave at his or her discretion.

2. Retirement Payoff of Unused Sick Leave

A retiring employee is entitled to receive payment for twenty percent (20%) of the employee's 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

Employees represented by the Union shall be entitled to four (4) days of leave with pay for the death in the family. Up to five (5) days of leave with pay may be authorized to an employee who travels out of the state to attend the funeral of the deceased family member. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) shall apply. Registered Domestic Partners will be recognized.

Family member includes:

Husband	Mother-in-Law	Grandparent
Wife	Father-in-Law	Grandchild
Father	Sister-in-Law	Legal Guardian
Mother	Brother-in-Law	Aunt
Child	Step-Child	Uncle
Brother	Step-Father	Step Brother/Sister
Sister	Step-Mother	Step Father-in-Law
		Step Mother-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 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 process shall be amended so that the decision of the Grievance Board shall be directly appealable to the City Council. The Grievance Board will no longer provide advisory recommendations to the City Manager in grievances and disciplinary appeals.

B. Performance Evaluations

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the Department Director. Within ten (10) working days of the receipt of a written request stating the unresolved issues and the desired changes in the written

performance evaluation, the Department Director shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the Department Director shall respond in writing to the employee. The decision of the Department Director shall be final and not subject to the grievance procedure.

Performance evaluations will include notations of the employee's significant extra efforts, job related training, commendations and all positive written input.

C. Probationary Review

Probationary employees shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within ten (10) working days of the effective date of the disciplinary action or it is waived. The request for review shall be made to the Personnel Officer or his/her designated representative who shall review the matter within five (5) days of the request. The findings of the Personnel Officer or his/her designee shall be final. This provision is subject to the Personnel Rules and Regulations and the Personnel Rules and Regulations shall supersede this section.

D. Overtime

Emergency Call Back

When an employee is called back to work on other than a scheduled basis, such employee shall be paid at one and one-half (1-1/2) times the established rate of pay for the hours worked, but in no event for less than two (2) hours.

E. Work Schedule Change

The City agrees to provide three (3) working days advance notice of shift changes. This section does not limit the City's right to make shift changes without three (3) working days notice in case of emergency or operational necessity as defined by management.

F. Split Weekends

The City will review with the affected employee(s), the weekend schedules at City parks and golf facilities in an attempt to accommodate the employees scheduling preferences. In the event employee preferences cannot be accommodated, weekend work shall be assigned after consideration of appropriate job skills, seniority, past weekend service and the needs of the City. In the event that future Park work groups are similarly affected, the same consideration shall apply. Other options shall be considered at the employee's request.

G. Mechanic's Tools

No employee shall be required as a condition of employment to use his or her own tools on the job. The City shall supply and maintain all tools as are necessary to do the work.

H. Respirators

The City shall continue to provide respirators and other protective equipment as required that meet CAL-OSHA requirements.

I. Recording Tachograph

The City may continue to activate the Tachograph on a random and occasional basis. On each occasion the Tachograph is activated, the sweeper operator shall be informed of the time the Tachograph is to be activated.

The only vehicle equipped with a Tachograph in the Public Works Department is the FMC street sweeper. This street sweeper is the primary sweeper used in the early morning route in commercial areas.

J. Tree Crew Assignment—

The City shall not assign a tree crew employee to work "out of bucket" on a continuous basis in the event that the employee requests an alternate assignment due to fatigue caused by such work.

A tree crew employee, who has been working "out of bucket" may request an alternate work assignment due to physical fatigue which may be caused by such work.

If such request(s) occur with any regularity, the City continues to have the right to reassign/reclassify the employee subject to availability of any alternative position for which the employee is qualified. If no such alternative position is available the City has other rights to exercise.

K. Contracting Out

The City agrees to meet and consult with the Union at least ten (10) working days in advance on the impact of the issue of contracting out for services which would displace currently employed personnel. "Displace" is defined as termination due to lack of work or downward reclassification due to lack of work.

The City reserves the right, after meeting its obligations under law, to contract out any or all services currently performed or to be performed in the future. However, during the term of this Agreement no incumbent bargaining unit employee shall be laid off due to City-initiated contracting out.

L. Alternate Hours of Work Policy

During the term of this Memorandum of Understanding, the City shall work with the Union to develop an Alternate Hours of Work Policy within the following parameters:

1. City work flow or output shall not be impaired in any way.
2. The City will attempt to accommodate the employee's needs, i.e., request will be evaluated on a case-by-case basis.
3. A supervisor shall not be able to work alternate hours if it results in a subordinate being unsupervised at any time.

M. Contingent Workforce

City and Union agree that there will be no contingent workforce additions that would result in layoffs of incumbent bargaining unit employees.

N. Compensatory Time

Accumulation of compensatory time shall be limited to eighty (80) hours, with an option of full buy-out at the appropriate rate of pay upon separation of employment with the City.

SECTION 10 - COMMITTEES

A. Safety Committee

The City and the Union shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Union may appoint one member to serve on any Safety Committee within the scope of Union 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.

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 both the SEIU and Crew Supervisor representation units. The designated employee must be a participant in the City's Deferred Compensation Program.

C. Retirement Committee

The Retirement Committee shall include one (1) voting member who shall be elected by City employees who are members of the City Retirement Plan. An election for such member shall occur in June of even-numbered years.

The City shall publicize the current retirement counseling program.

SECTION 11 - STUDIES

A. Reorganization

City will discuss reorganization plans and recommendations with Union prior to submission of recommendations to City Council. During the term of this Agreement, any incumbent bargaining unit employee whose compensation would be negatively impacted because of reorganization(s) shall have his/her salary Y-rated.

B. Salary Study

The City shall conduct a wage/salary study performed by an outside agency to start by January 1, 2010 and be completed by December 31, 2011. The completion of this study will not require the City to implement the results.

SECTION 12 - MISCELLANEOUS

A. Savings Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

B. Labor-Management Committee

The City will work with the Union through the existing Labor-Management Committee to continue dialogue on budget and finance issues affecting City operations and Union represented personnel.

C. Americans With Disabilities Act

Language consistent with Federal regulations included in the Americans With Disabilities Act is included in this agreement and attached as Appendix B.

D. Catastrophic Leave Policy

The City will allow SEIU Crew Supervisor employees to participate and make contributions to the catastrophic leave plan already in existence for SMEA and SEIU. Specific language to be approved by the City.

SECTION 13 - PROHIBITION OF JOB ACTION

A. Prohibition of Job Action

Notwithstanding any other provisions of this Memorandum of Understanding (MOU), City rule, regulation, ordinance, past practice or policy to the contrary, both parties to this MOU and each employee in a classification represented by the Union agree that:

1. The unimpaired continuation of City services is of paramount importance to City residents. Therefore, during the term of this MOU and for a ninety (90) calendar day period following the stated expiration date of the term of this MOU, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.
2. An employee who engages in any activity prohibited in Subsection A1 hereinabove, shall not be entitled to any wages or City-paid benefits whatsoever for the period of the job action. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and opportunity for the employee to respond in writing. Employees shall have no right to appeal pursuant to the Personnel Rules and Regulations, any action by City in implementing this provision.
3. In addition to the administrative adjustments agreed to in Subsection A2 hereinabove, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.

4. If the City Council, by majority vote, determines to its satisfaction that Subsection A hereinabove has been violated by the Union or an employee, the city may take such action(s) as it deems appropriate including, but not limited to, the actions set forth in Subsections A2 and A3 hereinabove as to an employee and termination of Section 5 of this Memorandum of Understanding as to the Union.
5. The Union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make at least supererogatory efforts toward convincing all employees in this unit to fully and faithfully perform their duties.
6. In the event of any activity prohibited by Subsection A hereinabove, the Union, its representatives, and represented City employees agree to take any appropriate steps necessary to assure compliance with this Memorandum of Understanding.

B. Maintenance of Operation

The Union agrees that during the term of this Memorandum of Understanding neither the Union nor any representative acting on its' behalf will cause, authorize, engage in, condone, or sanction a strike, sick in, work stoppage, slow down, or picketing (other than informational picketing on employees own time).

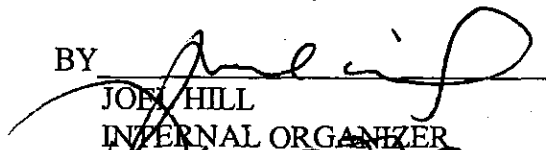

SECTION 14 - TERM

The term of this Memorandum of Understanding shall commence April 28, 2009 and shall expire December 31, 2013, except as otherwise provided in this Memorandum of Understanding. Negotiations for change and/or renewal shall commence by November 1, 2013 unless extended by mutual agreement.

DATED 4-29-09
CITY OF SALINAS

BY 
ARTIE FIELDS
CITY MANAGER

DATED 4.27.09
SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 521, CTW-CLC

BY 
JOE HILL
INTERNAL ORGANIZER

DON GULLION
CO-PRESIDENT

APPENDIX A

JOB CLASSIFICATION

L05 COMMUNITY FACILITIES MAINTENANCE SUPERVISOR
N02 INDUSTRIAL WASTE CREW SUPERVISOR
J03 GOLF COURSE MAINTENANCE CREW SUPERVISOR
J06 PARK MAINTENANCE CREW SUPERVISOR
J05 URBAN FORESTRY CREW SUPERVISOR
K02 EQUIPMENT MECHANIC CREW SUPERVISOR
L07 BUILDING MAINTENANCE CREW SUPERVISOR
L01 FACILITY MAINTENANCE MECHANICAL CREW SUPERVISOR
P03 PUBLIC SERVICE MAINTENANCE CREW SUPERVISOR

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.

Catastrophic Illness Leave Donation Program

A catastrophic illness or injury is one which is expected to incapacitate a regular employee or immediate family member (as defined under the FMLA) for an extended period of time, and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave. An employee may be granted a Catastrophic Illness Leave until donated hours run out for either his/her own catastrophic illness or to care for a qualified family member.

The Catastrophic Illness Leave Policy shall allow an employee who is on Family and Medical Leave to request donations of paid leave from fellow SEIU Union employees.

Conditions

1. Conditions under which leave credits may be donated to a time bank:
 - a. An employee may donate annual leave or sick leave.
 - b. The minimum donation of leave time is four (4) hours.
 - c. The donation of leave hours is irrevocable. Unused hours stay in time bank unless program terminates.
 - d. The recipient, in accordance with regulations of the Internal Revenue Service and Franchise Tax Board, shall pay state and federal income tax on the value of leave donated.
 - e. Leave shall be converted to its cash value at the time donated at the donor's base hourly rate and deposited into the Leave Bank. It shall then be credited to the recipient in equivalent hours figured at the recipient's base hourly rate at the time the leave is used.

2. Conditions under which leave credits in a time bank may be used:
 - a. The affected employee shall provide verification of the illness or injury from an attending physician.
 - b. Time off beyond that which is provided under FMLA must be approved by the City Manager.

Implementation Steps to Establish a Time Bank

1. The SEIU Leave Bank Committee shall:
 - a. Establish and administer the Leave Bank.
 - b. Require employee's donations be made directly to the SEIU Leave Bank Committee and/or SEIU President to ensure that the employee's decision to donate or not to donate is kept confidential.

- c. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Leave Bank, and take appropriate action to eliminate such pressure or coercion.
- d. In the event the employee's qualified family member passes away, the SEIU Leave Bank Committee may extend the leave time beyond one (1) additional pay period, after bereavement leave is used, if approved by the City Manager.
- e. Require proof of eligibility from the employee benefiting from the Leave Bank, as well as a signed agreement allowing publicizing of the employee's situation.
- f. Reach agreement between the employee benefiting from the Leave Bank and the SEIU Leave Bank Committee and/or SEIU President on the content of the in-house publicity.
- g. Publicize the establishment of the Leave Bank Program.
- h. In cases of denial, convene a review panel that shall be comprised of two SEIU Leave Bank Committee representatives, the affected employee and a Volunteer representative from the employee's department.
- i. Review all donations for compliance with this policy.
- j. Notify the recipient that he/she is using donated leave hours.

2. The Finance Department shall:

- a. Advise the SEIU Leave Bank Committee and/or SEIU President as to the established payroll guidelines and require that the donation information be submitted in accordance to these schedules.
- b. Make appropriate payroll and leave balance adjustments for both the recipient and the donor.
- c. Convert all donated hours into dollars at the hourly rate of the donor at the time the hours are donated, and then credit the recipient in equivalent hours at the recipient's base hourly rate at the time used.

The SEIU Leave Bank Committee and/or SEIU President and the Finance Department shall keep track of all hours donated and used in the Leave Bank Program. If the SEIU Leave Bank Committee and/or SEIU President agrees to terminate this program, any hours left in the bank shall be credited to the donor on a prorated basis.

The Finance Department, Human Resources Department and the SEIU Leave Bank Committee and/or SEIU President reserve the right to modify this program once it has been established to correct any procedural errors or issues.

RESOLUTION NO. 20041 (N.C.S.)

**RESOLUTION RATIFYING THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SALINAS AND THE
SEIU LOCAL 521 CREW SUPERVISORS**

WHEREAS, the City of Salinas has met and conferred in good faith with the bargaining unit of the SEIU Local 521 Crew Supervisors; and

WHEREAS, City of Salinas employees represented by SEIU Local 521 Crew Supervisors approved the modified and amended Memorandum of Understanding reached during the good faith meet and confer process;

NOW, THEREFORE, the Council of the City of Salinas does hereby approve the modified and amended Memorandum of Understanding to be effective for the period of July 1, 2011 through December 31, 2015.

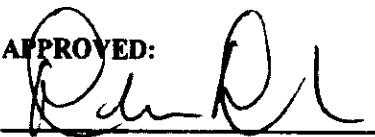
PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

AYES: Councilmember: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue

NOES: None


ABSENT: None

APPROVED:



Dennis Donohue, Mayor

ATTEST:



Ann Camel, City Clerk

**TENTATIVE AGREEMENT BETWEEN THE CITY OF
SALINAS AND SERVICE EMPLOYEE INTERNATIONAL
UNION, LOCAL 521 CREW SUPERVISORS (SEIU) FOR
CONCESSION ITEMS EFFECTIVE JULY 1, 2011**

To assist the City of Salinas in these difficult financial times, the Salinas Employee International Union, Local 521 Crew Supervisors (SEIU) and the City of Salinas agree to an amendment to the current Memorandum of Understanding with this side letter.

The City and Service Employee International Union, Local 521 Crew Supervisors (SEIU) agree to the following:

A. The City agrees that it will rescind unit layoff notices identified during the FY 2011-12 budget process and not layoff unit members during the first six months of the 2011-2012 Fiscal Year, beginning July 1, 2011;

B. Contract Term Extension

December 31, 2013 to December 31, 2015

C. Defer Salary Increases

Deferral of a salary increase in the amount of 4% from 12/01/11 to 12/01/13; Deferral of a salary increase in the amount of 4% from 1/01/13 to 1/01/15;

DATED 6-21-11

CITY OF SALINAS

BY Jim Pia
Jim Pia
ASSISTANT CITY MANAGER

DATED 6-21-11

SERVICE EMPLOYEE
INTERNATIONAL UNION, Local 521
Crew Supervisors

BY John Sorensen
John Sorensen
SEIU Crew Supervisors

BY Don Guillon
Don Guillon
SEIU Crew Supervisors