

City of Salinas

**MEMORANDUM OF  
UNDERSTANDING**

Police Officers Association

April 7, 2009

This MOU between the City of Salinas and the Salinas Police Officers 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  
AND  
THE SALINAS POLICE OFFICERS ASSOCIATION

**SECTION 1 - PREAMBLE**

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Salinas Police Officers Association (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean all regular personnel 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.

The City also 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 Agreements 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. 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 Union because of his/her exercise of the rights established by law.

Employees electing not to join the recognized bargaining unit may not be represented by the Unit or its affiliated representative. An employee not joining the bargaining unit is exercising his or her rights to self-representation in rights issues.

Nothing in this section prevents the bargaining unit and its representative from representing the classifications in the unit in accordance with the Memorandum of Understanding, State and Federal Law, and the City of Salinas Personnel Rules and Regulations.

## **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 representation Unit consisting of regular permanent employees filling classes designates in Appendix A.

### **B. Dues Collection**

The City shall deduct Association membership dues in an amount designated by the Association, and any other mutually agreed upon payroll deduction from the pay of member employees.

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.

## **SECTION 6 - PAY RATES AND PRACTICES**

### **A. Wages**

*The April 1, 2009 salary increase of five (5%) percent or ten (10) ranges has been retroactively deferred until the first full pay period inclusive of July 1, 2011. Effective July 1, 2011 monthly salaries of classifications represented in this unit shall be increased five (5%) percent or ten (10) ranges on the salary schedule (deemed to be 5%).*

### **B. 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.

### **C. Special Assignment Pay**

The City has established 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 vacant position and classification for more than eighty (80) consecutive regular work hours shall receive a five percent (5%) 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. In no case shall an employee be assigned to such "acting" pay status for a period in excess of ninety (90) days in a calendar year.
2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Chief of Police 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. Differentials**

1. Motorcycle Assignment - 5%

Upon assignment by management, a unit employee so assigned to motorcycle duty shall receive five percent (5%) above current step subject to administrative direction.

Employees so assigned shall be reimbursed for the purchase of motorcycle boots as needed. Need shall be defined by management. The City will provide reasonably required material for cleaning and maintenance of the motorcycle as defined by the City.

2. Canine Assignment - 5%

Upon assignment by management, a unit employee so assigned to canine duty shall receive five percent (5%) above current step subject to administrative direction.

3. DARE/SRO, Detective Division & Community Relations - 5%

Police Officers (excluding Corporals) assigned to DARE/SRO, the Detective Division and Community Relations shall receive five percent (5%) above current step, subject to administrative direction. Changes in assignments from DARE/SRO, the Detective Division and Community Relations are solely a management prerogative and not subject to appeal or grievance.

4. Crime Scene Investigation Unit (CSI) Assignment - 5%

Upon assignment by management, a unit employee so assigned to CSI duty shall receive five percent (5%) above current step subject to administrative direction.

5. **Field Training Officer Assignment - 5%**

Upon assignment by management, a unit employee (excluding Corporals) so assigned to field training officer duty shall receive five percent (5%) above current step subject to administrative direction.

6. **Violence Suppression Unit Assignment**

Upon assignment by management, a unit employee (excluding Corporals) so assigned to the Violence Suppression Unit shall receive five (5%) percent above current step subject to administrative direction.

7. **Personnel and Training**

Upon assignment by management, a unit employee (excluding Corporals) so assigned to the Personnel and Training Unit shall receive five (5%) percent above current step subject to administrative direction.

8. **Internal Affairs**

Upon assignment by management, a unit employee (excluding Corporals) so assigned to the Internal Affairs Unit shall receive five (5%) percent above current step subject to administrative direction.

9. **Corporal**

Unit employees with the classification of Corporal shall receive five (5%) percent above current step subject to administrative direction.

**E. On-Call Pay for Detectives**

A detective who is assigned to be on-call shall receive on-call compensation in the amount of \$2.25 per hour of assignment. On-call pay shall begin at the conclusion of the employee's regular shift.

**F. Court Pay**

1. Off-duty court pay shall be four (4) hours pay/comp time (Officer's option) 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, 3, and 4 below:
2. If an officer makes two (2) or more court appearances in one (1) day and these appearances are:

- a. Scheduled four (4) or more 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 an officer's shift, compensation shall be time and one half (1-1/2) from time of subpoena until beginning of shift, (example: 1445(2:45 p.m.) hours to 1700(5:00 p.m.) hours = 4 hours; 1500 (3:00 p.m.) hours to 1700 (5:00 p.m.) hours = 2 hours, if officer starts his/her shift at 1700 (5:00 p.m.) 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 (6:00 p.m.) hours 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 at court or at the police department. Cancellation shall not be made by a message left on a telephone answering machine.

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 concerning this sub-section (G) are available from the Police Department and the Association.

#### **G. Overtime**

A unit employee required to work beyond his/her regularly scheduled work shift of either eight (8) or ten (10) hours per day, shall be compensated at time and one-half (1-1/2) for the excess hours worked.

Overtime calculations shall include all leave time, (including, but not limited to annual leave, bereavement leave and compensatory time off) and non-work time, (including, but not limited to, investigation and preparation of grievances, internal affairs investigations, meet and confer, and other lawful employee activity) and shall be considered time worked.

**H. Night Shift Differential**

Ten (\$10.00) dollars per shift differential payment will be paid to unit employees working shifts where employees are on duty at midnight. An additional ten (\$10.00) dollars (total of \$20.00) shall be paid to unit employees with ten (10) years or more service as sworn police officers with the Salinas Police Department. Being on duty at midnight includes those employees whose shift either ends or begins at midnight. No night shift differential will be paid for overtime hours worked.

**I. Corporal Rank**

Effective June 6, 2000, subsequent vacancies, which occur in the rank of Corporal, will not be filled. Each existing corporal position will be eliminated through attrition as the vacancies occur.

At such time as the last, remaining Corporal position is vacated; the rank will be eliminated. All employees holding the rank of Corporal as of June 6, 2000 will continue to perform all relevant job duties, and have the same responsibilities, benefits, and seniority existing prior to June 6, 2000, as outlined in the current Memorandum of Understanding, the Salinas Police Department Manual, job classification, and other relevant documents and practices.

Until such time vacancies occur in the permanent Corporal positions, all procedures governing transfers, in effect as of June 6, 2000, will remain. As vacancies occur in unit positions currently filled by Corporals, existing Corporals will have the exclusive right, before officers, to request a transfer to the open position using the same request and transfer process existing prior to June 6, 2000. The total number of Corporals in any unit shall not exceed the authorized number in the unit as of June 6, 2000. As sufficient vacancies occur in the permanent Corporal positions, and Corporals decline in the specialty positions, officers will be allowed to put in requests for transfer. Officers filling the former Corporal positions will be governed by the existing MOU relating to working conditions and pay as they pertain to officers in specialty positions.

**SECTION 7 - BENEFITS**

**A. Health, Dental, and Vision**

*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**

1. 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 with a normal service retirement on or after September 29, 1995 and continuing in a normal service retirement status. The City payment shall be provided for no more than ten (10) years for each employee. "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.

2. 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.

3. *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 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 such as: urinalysis, complete blood count (CBC), chemical profile, cholesterol test, pap smear, chest x-rays, and back x-rays (only if history and the physical exam warrant back x-rays). Upon physician recommendation, exams for employees age 40 and older may include EKG, Stress EKG (if history and physical exam warrant), prostate exam, colon exam, mammogram.

The City will not pay for exam costs, including but not limited to, the following: treadmill stress test cardiogram (if under age 40), glucose test, uric acid, pulmonary function test, mammogram (if under age 40), or x-rays other than those previously noted.



Components of the biennial exam are detailed in the medical exam form for the employee's occupation. The form is available in the Personnel Department and must be taken by the employee to the examining physician at the time of the exam.

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 Worker's 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 Association shall maintain a separate account for City contributions to the Association-sponsored Long Term Disability Plan and shall apply such contributions solely to the Association-sponsored plan. The City contribution per Association employee shall not exceed the City's per employee rate for the City's Long Term Disability Plan.

**E. Tuition Assistance**

An employee shall be allowed up to five hundred dollars (\$500) per fiscal year for reimbursement for eligible educational expenses upon successful completion of an approved academic course of study and/or individual course approved by the Chief of Police and the Personnel 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 and experience in the curriculum offered
- For which class and study time are 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.

**F. Uniform Allowance**

An annual uniform allowance of twelve hundred (\$1200) dollars shall be paid during the first full pay period in the fiscal year in a check separate from the normal paycheck.

New employees represented by unit will receive a monthly payment beginning with the first month of employment and for the first twelve (12) months of employment with the City. Upon completion of twelve months of employment, the new employee will continue to receive a monthly allowance until the following July, at which time the payment will be made annually.

If an employee has received the annual uniform allowance and terminates employment during the fiscal year, the annual payment will be pro-rated. Uniform allowance paid to an employee for all calendar months in which an employee does not work at least one day shall be reimbursed to the City.

**G. POST Achievement Incentive**

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

1. An employee who is at the top step of his/her salary range and who has a POST Intermediate Certificate shall receive a premium pay of two and one-half percent (2-1/2%) of base salary.
2. An employee who is at the top of his/her salary range and who has a POST advanced certificate shall receive premium pay of two and one-half percent (2.5%) of base salary, in addition to POST Intermediate Achievement pay, for a total of five percent (5%) of base salary.
1. An employee who becomes eligible for the POST Achievement Incentive shall retain that eligibility while employed in a classification represented by the Association.

**H. 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:

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. 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 in a check separate from the normal paycheck as follows:

Employees achieving Level 4	-	\$ 500 fitness premium
Employees achieving Level 5	-	\$ 750 fitness premium
Employees achieving Level 6	-	\$ 1000 fitness premium

**I. VSU/SWAT Assignment**

Assignment and reassignment to the VSU/SWAT unit is conditioned on successful completion of a SWAT fitness exam. The exam will be that test used in the summer of 1995. The exam may be amended from time to time upon mutual agreement of the Police Chief and the Association. Changes in assignment/reassignment from the VSU/SWAT unit are solely a management right and not subject to approval or grievance.

**J PERS Survivors Benefit**

The City shall obtain required information from PERS to determine the cost of providing the PERS fourth level survivors benefit. Upon receipt of the required PERS information, the City and Union shall meet and confer to determine the cost feasibility of providing the fourth level benefit.

**K. 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.

**L 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.

**M. 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        | Third Monday in January     |
| Lincoln's Birthday        | February 12                 |
| Presidents Day            | 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.
  4. All holidays are calculated as eight (8) hours.

### 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 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.

A retiring unit employee shall have the option of having the pay off listed above paid as cash or dollarized at the time of retirement for the sole purpose of payment toward retiree only health premiums on a reimbursable basis subject to an administrative direction. A retired employee may, within six (6) months of retirement, change the election to cash pay off.

**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 Appeals Procedure**

The Grievance/Disciplinary Action Appeals 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 City and Association agree that the procedure shall be amended so that the City Grievance Board decisions shall no longer be advisory to the City Manager. Rather, Grievance Board decisions shall be final unless appealed to the Salinas City Council.

**B. Comp Time**

Accumulation of comp time shall be limited to eighty (80) hours with an option of full buy-out at the appropriate rate of pay upon separation subject to administrative direction.

**C. Pre-scheduled Overtime**

If scheduling requires an officer to work two (2) hours or less during his/her off-duty hours, he/she shall receive a minimum of two (2) hours pay at time and one half (1-1/2). This minimum does not include hours contiguous with his scheduled shift.

**D. Field Operations**

1. Shift Assignments

Officers sign up for shifts by seniority.

Officer may request shift preference for reasons of personal hardships, etc.

2. Holidays

Police Officers assigned to duty on a holiday may be allowed to take the day off in lieu of pay if the shift is adequately staffed as determined by the Watch Commander.

Officers assigned to duty on a holiday shall receive eight (8) hours pay at straight time above their normal wages.

Officers requesting holidays off are allowed to do so on a first-come first-served basis.

3. Vacations

Vacation time will be scheduled in weekly increments by watch. For employees with less than sixteen (16) years tenure with the City, vacation time may not exceed three (3) consecutive weeks in any calendar year. For employees with sixteen (16) years or more tenure with the City, vacation time may not exceed four (4) consecutive weeks in any calendar year. Vacation time is limited to no more than thirty (30) working days in any calendar year. Vacation time off is limited to two (2) officers and one (1) corporal per watch. All vacation scheduling will be determined by seniority. The Police Chief may grant exceptions to the vacation scheduling rules based on the needs of the City and the requests of the employees.

Any of the vacation periods having an unassigned slot may be applied for by seniority with the Division Commander's approval.

Police Officers may exchange vacation slots with each other with the Division Commander's approval.

Police Officers may take vacations out of their assigned time period, if staffing permits and with Division Commander's approval.

Field Training Officers (FTO's) will be provided a separate vacation schedule in which they may sign up by seniority.

When the Field Training Officers' vacation schedule is completed and compared against the supervisory schedule, no conflicts shall be allowed, such as a Field Training Officer (FTO) and his/her Sergeant being off in the same vacation slot. In the event of a conflict, the Division Commander will make the decision if the parties cannot resolve the conflict between themselves.

4. **Four-Ten Plan**

The normal work schedule for all personnel, with the exception of school resource officers, 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 patrol officers.

**E. Investigation**

1. **Shift Assignments**

Detectives are assigned shifts based on departmental needs, individual experience and capabilities as determined by the Division Commander.

2. **Holidays**

Generally, all but two (2) detectives are scheduled off on holidays, except when determined by the Division Commander that an unusual need for more personnel exists.

Efforts will be made to routinely rotate detectives through holiday assignments.

Detectives assigned to duty on a holiday shall receive eight (8) hours pay at straight time above their normal wages.

**F. Special Events**

A unit employee shall not have his/her regularly scheduled days off changed except in the event of an emergency. For purposes of this Section, an emergency is defined as an unforeseen unpredictable or unscheduled event.

**G. Training Activities**

The City shall implement training activities to provide each employee with a minimum of forty (40) hours every two (2) years of POST-certified training. These POST-certified training hours shall be provided only if POST provides reimbursement consistent with the POST reimbursement program in effect in FY 1990-91.

**SECTION 10 - COMMITTEES**

**A. Health Care Cost Containment Committee**

The City and the Association agree to formalize the ongoing Health Care Cost Containment Committee whose sole purposes shall be:

1. To review loss reports, claim experience reports and financial data outlining the funding of the plan.
2. To review additional cost containment elements of the City's plan.
3. To recommend to the City Manager additional cost containment plan elements.
4. To recommend a health claims appeal process to the City Manager.

The committee shall consist of a representative from each of the recognized employee organizations which participate in the City Sponsored Health Plan and a management representative. The committee shall meet at least semiannually. Members appointed to the committee shall be allowed release time without loss of pay and benefits. The City makes no commitment to implement any of the recommendations of the committee.

**B. 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.

**C. Deferred Compensation Committee**

The City's Deferred Compensation Committee shall be expanded to 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. American Disabilities Act**

Language consistent with these Federal regulations is included in this Agreement and attached as Appendix B.

**SECTION 12 - TERM**

*The term of this Memorandum of understanding shall commence April 7, 2009 and shall expire December 31, 2011. Proposals for change and/or renewal shall be submitted by October 1, 2011.*

DATED 4/8/09  
CITY OF SALINAS

BY   
ARTIE FIELDS  
CITY MANAGER

DATED 04-06-09  
SALINAS POLICE OFFICERS  
ASSOCIATION

BY   
CHRIS SWINSCOE  
PRESIDENT

**JOB CLASSIFICATION SCHEDULE  
AS OF JULY 1, 2011**

		<i>Step</i>	<i>Step</i>	<i>Step</i>	<i>Step</i>	<i>Step</i>	<i>Step</i>	
		<i>Range 1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	
<i>O02</i>	<i>CRIMINALIST</i>	<i>50.9</i>	<i>7465</i>	<i>7839</i>	<i>8230</i>	<i>8642</i>	<i>9075</i>	<i>9528</i>
<i>O08</i>	<i>POLICE CORPORAL</i>	<i>50.0</i>	<i>7144</i>	<i>7501</i>	<i>7876</i>	<i>8270</i>	<i>8684</i>	<i>9118</i>
<i>O11</i>	<i>POLICE OFFICER</i>	<i>48.0</i>	<i>6480</i>	<i>6804</i>	<i>7144</i>	<i>7501</i>	<i>7876</i>	<i>8270</i>

**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~~

*for MB aut.*

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 (i.e. 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.)

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**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).

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**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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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.)

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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

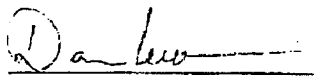
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days of his/her intent to appeal the City Manager's decision to the Grievance Board. The parties agree to divide equally the cost of the arbitrator and the court reporter (if any). Each party shall bear their own respective costs of making their presentation 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.

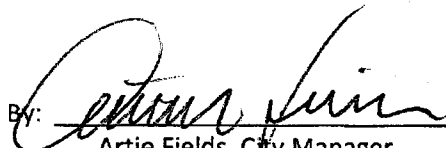
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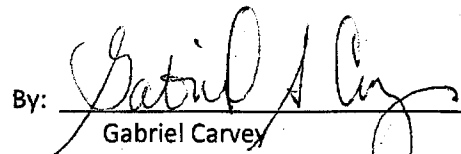
FOR THE SALINAS POA/PMA

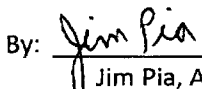
  
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Donna Williamson  
Liebert Cassidy Whitmore


  
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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