

Tentative Agreement

The City of Salinas and the Salinas Police Managers Association have reached the following tentative agreement for the successor Memorandum of Understanding.

SECTION 1 – PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (“City”) and the Police Managers Association (“Association”). This Memorandum of Understanding applies to 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 Meyers-Milias-Brown Act (“MMBA”), and 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, Sections 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations, the City Personnel Manual, and the Salinas Police Department Policy Manual, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding.

The City agrees to act in accordance with the provisions of the Public Safety Officers Procedural Bill of Rights as currently provided in Government Code Sections 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 and any other prior written agreement agreed to by the parties not addressed in this Memorandum of Understanding.

SECTION 4 – NO DISCRIMINATION

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

SECTION 5 – RECOGNITION MATTERS

A. Recognition

Pursuant to Sections 3500-3510 of the Government Code of the State of California, and

Chapter 25, Section 34 of the Salinas Municipal Code, the City has certified the Association as the recognized employee organization for full-time regular employees assigned to certain classifications designated in Appendix A (“Unit”).

B. Dues Checkoff

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

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

SECTION 6 – PAY RATES AND PRACTICES

A. Wages

1. Effective in the first full pay period following City Council approval of this Memorandum of Understanding (“MOU”) or in the first full pay period following July 1, 2022, whichever is later, eligible Unit members will receive a 12.25% salary adjustment.
2. Effective in the first full pay period of July 202~~30~~, eligible Unit members will receive a 12.25% salary adjustment.
3. Effective in the first full pay period of July 202~~41~~, eligible Unit members will receive a 12.25% salary adjustment.

B. Bilingual Premium

A premium of five percent (5%) of base salary shall be paid to Police Sergeants and Police Commanders assigned by management to routinely and consistently speak and use a language other than English in the course of the employee's duties. This 5% premium is grandfathered for employees receiving this premium before January 1, 2017. An employee will be paid \$75 per pay period for any bilingual premium awarded on or after January 1, 2017. This section is subject to administrative discretion.

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

subject to administrative direction.

C. Special Assignment Pay

The City has established two (2) categories of special assignment pay.

1. Temporary Upgrade Pay (Special Assignment Pay While Working Out of Class). An employee who is assigned by the Chief of Police to all the duties of a higher classification for more than eighty (80) consecutive regular work hours for a limited duration (up to 960 hours each fiscal year~~12 months~~), during recruitment for a regular appointment to the vacant position, while relieved of the duties of the employee's current position, shall receive a ten percent (10%) Temporary Upgrade Pay. Such pay shall be based on the employee's established base salary.
2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Police Chief a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Chief of Police with approval of the Human Resources Director~~Officer~~. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

D. Overtime

1. Consistent with current practice, employees in the rank of Sergeant who work beyond their normal ~~eight (8) or ten (10) hour~~ shift schedule shall be compensated at time and one-half (1-1/2) for the excess hours worked.
- ~~1.~~ 2. Pursuant to 29 USC section 207(k), for purposes of FLSA overtime, the work period is 28 days.

E. Court Pay for Sergeants

1. Off-duty court pay for Sergeants will be four (4) hours pay or comp time at time and one half (1-1/2) or time and one half (1-1/2) for actual hours in court, whichever is greater, except as modified in 2 and 3 below.
2. If one (1) officer makes two (2) or more court appearances in one (1) day and these appearances are:
 - a. Scheduled at least four (4) hours apart, the officer shall receive not less than four (4) hours pay at time and one half (1-1/2) for each appearance.
 - b. Scheduled less than four (4) hours apart, the officer shall be compensated for a minimum of four (4) hours pay at time and one half (1-1/2) or, time and one half (1-1/2) for all hours in court, whichever is greater. This includes all subpoenas within the four (4) hour time period with the overtime period

commencing at the appearance time of the earliest subpoena. Court compensation will be no more than eight (8) hours per day (two (2)-four (4) hour minimums) unless more hours are actually worked. In no case will there be double compensation for overlapping hours.

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

OR,

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

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

~~In the event of a court cancellation entered into the City notification systems after 6:00 p.m. on the preceding day but before 5:00 a.m. on the court day, the officer shall receive a two (2) hour minimum at straight time being received by the department on the officer's court appearance date, notification to the officer of the cancellation will be effective if made prior to the officer's arrival for court (at court or at the police department).~~

In the event of a court cancellation entered into the City notification systems at or after 5:00 a.m. on the court day, the officer shall receive the four (4) hour minimum set forth in Paragraph 1, above, if not otherwise scheduled to work during the time of the cancelled appearance. The applicable court pay is determined by when the cancellation is entered into the City notification system, not the time the officer checks the system.

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 the subpoena forms indicating such assignment.

F. Night Shift Differential

Night shift differential at the rate of ~~twenty-two dollars (\$232.4500)~~ per shift shall be paid to employees who are routinely and consistently scheduled to be on duty at midnight. Being on duty at midnight includes employees whose shift either ends or begins at midnight. No night shift differential will be paid for overtime hours worked.

G. Emergency Callback

Police Commanders shall be eligible for emergency callback overtime. Emergency callback overtime shall be compensated at time and one-half (1.5), up to a maximum of ten (10) hours or ten (10) hours and forty (40) minutes (depending on assigned schedule) per incident (~~total of fifteen hours~~), subject to a minimum overtime callback of two (2) hours (three hours compensation).

H. Compensatory Time Accrual

The maximum compensatory time accrual for employees represented by the Police Management Association shall be 120 hours. Comp time accrual is limited to overtime worked covering regular shifts; it does not accrue for working special events or grant-funded activities or other situations for which the City may seek reimbursement and does not accrue for holiday pay.

I. Investigations Supervisor On-Call Pay

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

SECTION 7 – BENEFITS

A. Health, Dental, and Vision Plan Benefit

The City shall contribute toward the health premiums for coverage under the Peace Officers Research Association of California (PORAC) plan or another City-sponsored PERS plan of the employee's choice, for which the employee is eligible, as described below.

Effective in the first full pay period of December 2019, the City shall contribute an amount toward monthly health benefit premiums for Unit employees equal to 95% of the PORAC premium for the level of coverage the employee has selected, up to a maximum of 95% of the cost of the premium for the PERS PlatinumChoice plan.

The employee shall pay for premium costs above the City's contribution through payroll

deductions.

The City will continue with the full amount of premiums for current supplementary dental and vision plans available to City employees and eligible dependents throughout the term of this MOU.

Employees enrolled in the City's medical program under the California Public Employees' Medical and Hospital Care Act ("PEMHCA") receive a contribution by the City equal to the statutory minimum monthly contribution under PEMHCA. The City contribution amounts described above shall include the PEMHCA statutory minimum contribution.

In the event that new legal requirements of the Affordable Care Act (ACA) are effective during the term of this MOU, the parties agree to re-open on the limited subject of achieving legal compliance with the ACA.

B. Retiree Medical Benefit

Unit members who retire from the City and qualify as "annuitants" under PEMHCA are enrolled by CalPERS in the applicable group health plan as a retiree. As required by applicable law, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

The City will pay (1) the PEMHCA minimum contribution for annuitants, and (2) twenty-five (25%) percent or \$100 per month (whichever is less) for reimbursement of the medical insurance premium for employees retiring from the City who qualify as annuitants and who have been employed with the Salinas Police Department since before July 1, 2019, subject to proof of premium payment by annuitants. The City payment of the additional benefit beyond the PEMHCA minimum contribution shall be discontinued when the employee becomes eligible for Medicare coverage or after ten (10) years, whichever is sooner.

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 program.

D. Life Insurance

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

E. Tuition Reimbursement

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

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

F. Uniform Allowance

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

G. Educational Incentive

1. An educational incentive in the amount of two ~~and a half~~ percent (~~2.5~~) of base pay will be paid to a Unit member with an associate's degree (AA/AS) from an accredited college or university. The AA/AS educational incentive does not stack or carry forward; it is not paid in addition to the educational incentives described below.
2. An educational incentive in the amount of ~~fivetwo and a half~~ percent (~~2.5~~) of base pay will be paid to a Unit member with a bachelor's degree (BA/BS) from an accredited college or university. The BA/BS educational incentive does not stack or carry forward; it is not paid in addition to the educational incentive described below.
3. An educational incentive in the amount of ~~seven and a half~~ percent (~~7.5~~) of base pay will be paid to a Unit member who holds a graduate degree (MA/MS/JD) from an accredited college or university. The total amount of educational incentive is capped at ~~seven and a half~~ percent (~~7.5~~).

To qualify for educational incentives, employees must submit proof of degree to the Human Resources ~~Director~~Officer. These incentives are effective upon approval by the Human Resources ~~Director~~Officer, no sooner than the first full pay period following approval of this MOU; no retroactive educational increases will be paid.

H. Residency Stipend

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

I. PERS Retirement Program

1. Classic Employees

The City shall provide the PERS Police Public Safety Retirement Program 3% @ 50 benefit for employees hired before July 1, 2011. The City provides the 3% @ 55 formula for employees hired on or after July 1, 2011. Employees shall pay the employee share of nine (9%) percent.

PERS contributions contained in this paragraph shall be provided consistent with Government Code section 20516(f). Effective in the first full pay period following approval of this MOU or as soon as administratively feasible thereafter, each classic employee in the classifications of Police Sergeant and Police Commander shall contribute an additional two percent (2%) toward the employer contribution to his/her pension benefit. Effective January 2018, each classic employee in the classifications of Police Sergeant and Police Commander shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit. Effective in the first full pay period of July 2018, classic employees in the classification of Deputy Chief shall contribute an additional three percent (3%) toward the employer contribution to his/her pension benefit.

2. New Members

The formulas above do not apply to persons who are defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

“New members” under PEPRA are subject to all applicable PEPRA provisions, including the 2.7% @ 57 formula. Each new member will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

J. Longevity Pay

Employees who have attained twenty (20) years of regular service with the City of Salinas Police Department shall receive a longevity pay incentive of an additional five (5%) percent

base salary in recognition of their time in service.

K. 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.

SECTION 8 – LEAVE PROVISIONS

A. Holidays

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|----|-----------------------------|-----------------------------|
| 1. | Fixed Holidays | Date |
| | New Year's Day | January 1 |
| | Martin Luther King Birthday | Third Monday in January |
| | Lincoln's Birthday | February 12 |
| | Washington's Birthday | Third Monday in February |
| | Memorial Day | Last Monday in May |
| | Independence Day | July 4th |
| | Labor Day | First Monday in September |
| | Veteran's Day | November 11 |
| | Thanksgiving Day | Fourth Thursday in November |
| | Friday after Thanksgiving | Day after Thanksgiving |
| | Christmas Eve | December 24 |
| | Christmas Day | December 25 |
2. 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.
 3. All holidays are calculated as eight (8) hours.
 4. Holiday Pay: In recognition of the fact that employees assigned to patrol with rotating schedules are normally required to work on a fixed holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for fixed holidays, employees with rotating schedules will be paid eight (8) hours of pay for each of the fixed holidays listed above, as additional pay during the pay period in which the holiday falls. If an employee was scheduled to work on a holiday, the employee must use accrued annual leave or compensatory time off for any approved leave on the holiday.
 4. Holiday Leave: Unit employees who are not normally required to work on a holiday (generally employees with non-patrol assignments, such as to the Detective Division, Personnel & Training, or Internal Affairs) are paid eight (8) hours of holiday leave at straight time for time off on each holiday listed above.

B. Annual Leave

Annual Leave shall be as provided in the Personnel Manual. Annual Leave accrues over the course of a year as follows:

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

C. Bereavement Leave

An employee represented by the Association shall be entitled to four (4) days of leave with pay for the death of a family member. All provisions of the Personnel Manual regarding Bereavement Leave 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	Registered Domestic Partner

D. 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, as revised.

SECTION 9 – WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeal Procedure

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

B. Schedules

~~The normal work schedule for all personnel, with the exception of any school resource officers and Deputy Chiefs, will be a four-ten plan so that employees work four (4), ten (10) hour days within each week. The Police Chief has the right to re-open on schedules one time during the term of this MOU. The parties agree that a 5/8 schedule shall not be considered as a schedule option.~~

Personnel assigned to patrol are normally scheduled to work 10-hour and 40-minute shifts. The Chief of Police may authorize other schedules as appropriate, including a four-ten plan with four 10-hour days each week. The Police Chief has the right to change and implement work schedules for all unit personnel, consistent with the needs of the Salinas Police Department and the community subject to completing any legally required bargaining under the MMBA.

SECTION 10 – COMMITTEES

A. Safety Committee

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

B. Deferred Compensation Committee

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

SECTION 11 – TERM

The term of this Memorandum of Understanding shall commence January 1, 20~~22~~¹⁹, and shall expire December 31, 20~~24~~¹, except as otherwise provided in this Memorandum of Understanding. Proposals for change and/or renewal shall be submitted by October 1, 20~~24~~¹.

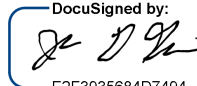
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Dated 8/16/2022

CITY OF SALINAS

SALINAS POLICE MANAGERS ASSOCIATION

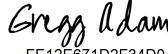
By: Steven Carrigan
City Manager

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By: James Godwin
President


Other – Not Part of the MOU

Personnel Policy Updates: *The parties agree to meet and confer during the term of this Memorandum of Understanding on any negotiable changes to be made to the Personnel Manual, Municipal Code Section 25 (Personnel), Personnel Rules and Regulations (Resolution No. 12542), Administrative Memoranda, departmental policies, and any other personnel policies.*

Dated: 8/19/2022

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Gregg Adam
Attorney for Salinas Police Managers
Association

Dated: 8/18/2022

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Donna M. Williamson
Attorney for City of Salinas