

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN THE CITY OF SALINAS AND THE ASSOCIATION OF MANAGEMENT PERSONNEL OF SALINAS**

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### **SECTION 1 - NO ABROGATION OF RIGHTS**

The parties acknowledge that the City rights and employee rights as indicated under Municipal Code Chapter 25, Sections 31 and 32, other applicable State or Municipal laws, and 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 reserves all the rights, powers, and authority customarily exercised by the City except as otherwise specifically designated or modified by express provisions of this Memorandum of Understanding.

### **SECTION 2 - PAST PRACTICES**

The parties agree that this Memorandum of Understanding supersedes any past practices covered by this Memorandum of Understanding and any other written agreement between the parties not addressed in this Memorandum of Understanding.

### **SECTION 3 - 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 of the purpose of representation on all matters of employer-employee relations, including wages, hours, and other items 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 4 - RECOGNITION MATTERS**

The Association has been recognized pursuant to the provisions and limitations of Government Code Sections 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for regular employees assigned to certain classifications designated on the salary schedule maintained by the Human Resources Department.

The Association 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 except that such right does not extend to meeting and conferring or consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## **SECTION 5 - PAY RATES AND PRACTICES**

### **A. Wages**

Salaries of classifications represented by this Association shall be increased on the salary schedule as follows:

1. Six percent (6%) on the salary schedule, plus \$1,200 off-salary-schedule pay (for members in the Association as of October 11, 2023), effective with the first full pay period following ratification and City Council approval of this Memorandum of Understanding (“MOU”).
2. Four percent (4%) on the salary schedule effective with the first full pay period in July 2024.
3. Two percent (2%) on the salary schedule effective with the first full pay period of July 2025.

### **B. Bilingual Premium/Stipend**

A premium of five percent (5%) of base salary shall be paid to an employee who, prior to January 1, 2017, was assigned by management to speak and use a language other than English in the course of the employee's duties.

On and after January 1, 2017, any employee assigned by the City Manager, City Attorney, or a Department Director to routinely and consistently speak a language other than English during the course of his/her duties (including routine and consistent translation services provided to other City employees to assist them in the fulfillment of their duties) shall receive a stipend of \$75 per pay period. The City may require an employee demonstrate proficiency in the subject language through the use of generally accepted testing procedures; these tests shall be conducted at the City’s expense, and shall be considered to be working hours for the employee. The City shall establish minimum standards and test scores for an employee to be considered to be qualified to receive this stipend. The City shall initiate the payment of the stipend in the first full pay period after the employee passes the City-sponsored test; no retroactive stipend will be paid.

In the event that the Department Director determines that it is no longer necessary for an employee to perform the duties described above, he/she shall notify the employee in writing, with a copy to the Human Resources Director. In this event, or in the event of an involuntary reclassification, the employee shall continue to receive the stipend for a 60-day period following the notification or reclassification. If the employee is voluntarily reclassified, transferred, or promoted into a new position that does not require these services, the stipend shall terminate immediately. If the employee has taken and passed a City-sponsored test demonstrating proficiency, it shall not be necessary for the employee to take any further tests.

This section is subject to administrative direction (Administrative Memorandum 89-03), except as provided above.

### **C. Longevity Pay**

Employees who have attained twenty (20) years of regular 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.

**D. Educational Achievement Pay**

1. The City will compensate any full-time employee who holds a bachelor's degree from an accredited college or university with a two and one-half percent (2.5%) incentive pay to base salary.
2. The City will compensate any full-time employee who holds a graduate degree from an accredited college or university, that is determined to be job related by the Department Director, with a two and one-half percent (2.5%) incentive pay to base salary.

**E. Supervisor Premium**

Effective in the first full pay period following ratification and Council approval of this MOU, the City will eliminate the Supervisor Premium and increase the base pay of AMPS classifications by 2.5% for the positions below.

Airport Manager  
Assistant Community Development Director  
Chief Building Official  
City Engineer  
Code Enforcement Manager  
Community Education Manager  
Community Safety Administrator  
Community Services Manager  
Criminalist  
Deputy City Engineer  
Deputy Librarian  
Facilities Maintenance Manager  
Fleet Maintenance Manager  
GIS Administrator  
Homeless Services Manager  
Information Systems Manager  
Inspection Services Manager  
Maintenance Manager  
NPDES Permit Manager  
Park Operations Manager  
Permit Center Coordinator  
Planning Manager  
Police Records Coordinator  
Police Services Administrator  
Public Works Administrative Supervisor  
Recreation-Parks Superintendent  
Senior Buyer  
Senior Civil Engineer  
Senior Code Enforcement Officer  
Senior Community Development Analyst  
Senior Librarian  
Senior Plan Check Engineer

Senior Planner  
Street Maintenance Manager  
Superintendent of Maintenance Services  
Technical Services Manager  
Traffic Engineer  
Wastewater Manager

**F. Temporary Upgrade Pay**

An employee who is assigned by the Department Director to perform all the duties of a vacant position in a higher classification for a limited duration (up to 960 hours each fiscal year), during recruitment for a regular appointment to the vacant position, while relieved of the duties of the employee's current position, shall receive temporary upgrade pay while performing those duties. Such pay shall start on the first day of assignment and amount to ten percent (10%) of the employee's base rate of pay. Request for temporary upgrade pay must be submitted to the Human Resources Director within the pay period in which the assignment was worked.

**SECTION 6 - BENEFITS**

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

1. Dental and Vision Premiums

- a. The City will pay the full amount of premiums for dental and vision plans for the employee and eligible dependents for full-time employees.
- b. The City will pay the full amount of premiums for dental and vision plans for the employee only for employees working in budgeted regular part-time positions.
- c. Dental coverage shall include coverage for orthodontic treatment.

2. Health Premiums

The City will contribute toward monthly health benefits premiums, for regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee only coverage), an amount equal to 95% of the premium for the plan selected, up to a maximum of 95% of the cost of the premium for the PERS Platinum health plan.

Beginning in the first full pay period of January 2025, City will contribute toward monthly health benefits premiums, for regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee only coverage), an amount equal to 95% of the premium for the plan selected, up to a maximum of 90% of the cost of the premium for the PERS Platinum health plan.

Beginning in the first full pay period of January 2026, City will contribute toward monthly health benefits premiums, for regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee

only coverage), an amount equal to 95% of the premium for the plan selected, up to a maximum of 85% of the cost of the premium for the PERS Platinum health plan.

Beginning in the first full pay period of January 2027, City will contribute toward monthly health benefits premiums, for regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee only coverage), an amount equal to 95% of the premium for the plan selected, up to a maximum of 80% of the cost of the premium for the PERS Platinum health plan.

The employee shall pay for premium costs above the City's contribution, as indicated above, through payroll deductions.

3. **Optional Declination of Health Care ("Cafeteria Plan")**

An employee may elect to decline health care, dental, and vision coverage and instead receive a cash payment from the City. This cash payment shall be paid monthly and shall equal \$684.11. The City shall have the right to request information from the employee to demonstrate that exercising this option would not cause the City or the employee to violate the Affordable Care Act or any other State or Federal Law.

**B. 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.

**C. Life Insurance**

The City shall provide term life insurance in an amount equal to the employee's annualized base salary or a minimum policy of \$50,000, whichever is greater, for each regular employee represented in the Association.

**D. Professional Development**

A full-time employee who is in an AMPS classification shall be allowed up to one thousand dollars (\$1,000) per fiscal year for the following professional development expenses on a reimbursement basis and with prior approval by the Department Director.

1. Academic courses of study, seminars, workshops, conferences, training, software, and associated expenses (including incidental travel expenses) directly related to the employee's profession.
2. Professional memberships, subscriptions, publications, books, and associated expenses (including incidental shipping and taxes) directly related to the employee's profession.

**E. Retirement Benefits**

1. New York Life

Employees enrolled in the City's New York Life Retirement Program shall pay four and one-half percent (4.5%) of salary as the "employee-paid" contribution to the City's New York

Life Retirement Program. The City shall pay all contributions in excess of the employee-paid contribution. Retirement calculation will be based upon the single highest year of earnings.

## 2. CalPERS

### a. Classic Employees

Employees enrolled in the California State Public Employees' Retirement System (CalPERS) shall pay seven percent (7%) as the employee-paid contribution. Employees enrolled in PERS retirement are eligible for the 2% at age 55 formula. Retirement calculation will be based upon the single highest year of earnings.

### b. 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% @ 62 formula. Each new member will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

## F. Boot Allowance

The City shall pay a footwear allowance of two hundred fifty dollars (\$250), per calendar year, to each employee in a classification that is listed on the Human Resource Director's list of authorized classifications, to be used for the purchase of footwear approved by the department. The footwear allowance shall be prorated for the year.

## SECTION 7 - LEAVE PROVISIONS

### A. Holidays

- | 1. | <b>Fixed Holidays</b>     | <b>Date</b>                 |
|----|---------------------------|-----------------------------|
|    | New Year's Day            | January 1                   |
|    | Martin Luther King        | Third Monday in January     |
|    | Lincoln's Birthday        | February 12                 |
|    | President's Day           | Third Monday in February    |
|    | Cesar Chavez Day          | March 31                    |
|    | Memorial Day              | Last Monday in May          |
|    | Juneteenth                | June 19                     |
|    | 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.
4. Holidays shall be calculated at eight (8) hours per day.

**B. Annual Leave**

1. Annual Leave shall be as provided below and accrues incrementally over the course of the year, based on an employee’s years of regular employment with the City of Salinas as follows:

1st through 5th year	9.54 hours per pay period
6th through 10th year	11.08 hours per pay period
11th through 15th year	11.69 hours per pay period
16th through 17th year	12.00 hours per pay period
18th through 19th year	12.31 hours per pay period
20th through 24th year	12.62 hours per pay period
25th through retirement	12.92 hours per pay period

2. The maximum annual leave accrual cap per employee shall be 700 hours. An employee who reaches the maximum annual leave accrual cap will not accrue additional annual leave until the annual leave balance is below the maximum accrual cap. Employees may cash out up to 80 hours of accrued annual leave per calendar year during employment; any accrued unused annual leave will be paid at separation.

**C. Bereavement Leave**

An employee represented by the Association shall be entitled to four (4) days of leave with pay for a death of a family member, plus one unpaid day.

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 Manual consistent with this MOU regarding Bereavement Leave shall apply.

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
		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 amended.

**SECTION 8 - WORKING CONDITIONS**

**A. Grievance/Disciplinary Action Appeals Procedure**

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

**B. Flex-Time Program**

The City shall maintain a flex-time program in which all Association members can participate. Individual participation in the program will be subject to the review and approval of the Department Director. The flex-time program shall be limited to flexing hours within each pay period.

**C. Emergency Call Back**

When an employee is called back to work on other than a scheduled basis, such employee shall be compensated at straight time for the hours worked, but in no event for less than two (2) hours and no more than eight (8) hours per twenty-four (24) hour work period. Compensation for emergency call back shall be provided only for hours worked in addition to the employee’s normal work schedule.

**SECTION 9 - MISCELLANEOUS**

**A. 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.

**B. Layoff Policy**

Any layoff of employees represented by the AMPS bargaining unit shall be done in accordance with the provisions of the attached Layoff Policy (Appendix A). The parties agree that the attached layoff policy satisfies any meet and confer obligations on the subject of the impacts and effects of layoffs, except as noted in the policy.

**SECTION 10 – TERM**

The term of this Memorandum of Understanding shall commence July 1, 2023 and shall expire June 30, 2026, except as otherwise provided in this Memorandum of Understanding.

DATED \_\_\_\_\_ DATED \_\_\_\_\_

CITY OF SALINAS

ASSOCIATION OF MANAGEMENT  
PERSONNEL OF SALINAS

BY: \_\_\_\_\_

Jim Pia, Interim City Manager

BY: \_\_\_\_\_

Kristen Parker, President



**CITY OF SALINAS  
LAYOFF POLICY FOR THE  
ASSOCIATION OF MANAGEMENT PERSONNEL OF SALINAS**

**I. POLICY**

The City of Salinas, at its sole discretion, may layoff an employee due to the lack of work or lack of funds. The City shall inform affected employees and the Association of Management Personnel (AMPS) regarding potential layoffs in a timely manner when the City becomes aware of potential layoffs.

**II. PROCEDURE**

In the event of a reduction in work force in a department, the City shall designate the classification(s) and position(s) to be eliminated. The City shall provide affected employees and AMPS with a current seniority list for the positions affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than sixty (60) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits at least sixty (60) days prior to the effective date of layoffs.

Layoffs shall be made among all representation unit employees in the same classification within a City department in the following order:

1. Temporary employees;
2. Probationary new employees (excluding promotional probationary employees);
3. Regular employees.

No regular employee within a department shall be laid off in any classification if there are temporary employees in an active status in the same classification within that department.

**III. SENIORITY DEFINED**

For purposes of layoff, seniority shall be defined as the length of service in all regular positions within the City as determined by City personnel records. Continuous service for purposes of determining seniority shall be defined to include work related injury leave of up to one (1) year's duration or as otherwise required by law. In the event that two (2) or more employees with equal seniority have to be laid off from the same classification, the determination of seniority shall be made by lottery.

**IV. LAYOFF BY CLASSIFICATION**

Layoffs shall be accomplished solely within individual departments, except as noted in Section V below. The order of layoff within a classification shall be based exclusively on seniority, with the least senior employee being the first to be laid off.

V. PREVIOUSLY HELD POSITIONS

In the event that an employee is laid off, that employee shall have the right to return to (“bump”) any specific position in the City in which the employee has served in regular status with due consideration to reclassifications, job descriptions and changes in titles of the position previously held. The laid off employee’s base salary shall be set within the range and step available (to include sixth step) for the lower classification at a step that would result in the least possible reduction in base salary with due consideration to reclassifications, job descriptions, and changes in title of the position(s) previously held. An employee must notify the City within ten (10) working days after receipt of written notice of layoff of his/her desire to return to that classification.

VI. JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City’s intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed for reduction may schedule a meeting with a representative of the Human Resources Office. In addition to providing job counseling to employees facing layoff, the Human Resources Office will function as a clearinghouse for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the City of Salinas.

VII. SEVERANCE PAY

Each laid off employee shall receive severance pay based on the following:

<u>Years of employment</u>	<u>Severance Pay</u>
Less than 6 years	1 week per year
6 - 10 years	6 weeks
11 years and over	8 weeks

In addition, if for any reason the City requests an employee to leave before the sixty (60) day notice period has passed, the City shall pay the employee the remainder of his/her salary and benefits for the sixty (60) day period.

VIII. HEALTH INSURANCE

Each employee is eligible to continue group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) with City’s group health plan. For laid off employees, the City will pay the full premium amount for the level of health insurance coverage in force on the date of separation for a period of six months. COBRA sets the standards for continued health benefit coverage.

For purposes of this policy, health insurance is defined to be inclusive of City health, vision, dental, and the Employee Assistance Program (EAP).

IX. ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued paid time earned during the course of employment to include 100 percent of accrued leave balances.

Any employee receiving notice of layoff who has previously received a benefit under the management leave program shall under no circumstances be required to reimburse the City for the benefit already paid/used.

#### X. RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for the classification from which the employee was laid off and for those specific positions that an employee previously held in regular City service for a period of up to twenty-four (24) months from the date of layoff. When using a re-employment list to fill a position in a classification from which layoffs have occurred within the twenty-four (24) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the twenty-four (24) month period, no new employee shall be hired for, nor shall any employee be promoted to, a classification from which layoffs have occurred until all employees on layoff status in that classification have been provided the opportunity to return to work.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of twenty-four (24) months from the date of layoff; or 2) Regular re-employment with the City; or 3) Failure to accept employment with the City; or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. mail and email of such interview; or 5) Failure to respond within fourteen (14) days of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in mailing and email addresses or phone number.

#### XI. RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City re-employment list under the terms of this article within twenty-four (24) months from the date of layoff shall be entitled to: 1) Restoration of regular status or for employees who have not completed their probationary period, credit for that portion of service which has been completed; and 2) and Credit for all years of service for the purpose of determining seniority and benefits; and ) Placement in the same step of the salary range the employee held at the time of layoff.

#### XII. ELIGIBILITY OF CITY PROMOTIONAL EXAMINATIONS

In an effort to re-employ laid off employees, the City will temporarily suspend (for a period of twenty-four (24) months from the effective date of layoff) the City's promotional policy in order to allow employees on re-employment list the opportunity to compete in closed, promotional exams. All employees on a re-employment list will receive notice of any promotional opportunity within the City service. Further, during the temporary suspension of this rule, if only one qualified employee on the re-employment list submits an application for the promotional exam, such exam shall remain in-house. If the one promotional applicant fails the examination, the exam may then be posted as an open recruitment and outside applications invited.

The City shall electronically mail notices of all promotional examination opportunities to employees in a laid off status for a period of twenty-four (24) months or provide other electronic access to promotional job announcements/lists. This provision shall be satisfied by

the City emailing copies of the promotional examination announcement no less than twenty-one (21) days prior to the closing date of the application for the promotional examination.

In the event that a laid off employee is appointed to City service through a promotional exam process, that employee shall be hired as a probationary employee and will receive credit for all prior service for purposes of determining seniority and benefits; and the employee shall be placed in the salary range at a step that is closest to the salary that he/she received prior to layoff. In the event that a promotional probationary employee does not satisfactorily complete his/her probation, that employee shall return to his/her previous laid off status defined in these policies.

### XIII. APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within ten (10) working days after notice of layoff is received, request a meeting with his/her department head to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative of his/her choice.

If the employee is not satisfied with the review provided by his/her department head, a further review of the application of the layoff policy may be requested by the employee with the Human Resources Director. Such review must be requested with the Human Resources Office within ten (10) working days of the meeting with the department head. The determination of the Human Resources Director may be appealed to the City Manager. Such appeal must be filed with the City Manager within three (3) working days of the Human Resources Director's determination.

Appeals shall be limited to the following:

1. Determination of seniority;
2. Interpretations of the employee's right to return to a specific position in the City;
3. The employee's current classification; and
4. Other decisions directly affecting an employee's layoff status under this policy.

### XIV. DEFINITIONS

Position – A group of duties and responsibilities assigned to one employee, as defined in the official job description maintained by Human Resources.

Classification – A group of positions with the same job title having similar duties, responsibilities, and qualifications.

Class – This term is used interchangeably with Classification.

Re-Employment List – A list for a specific position or classification containing the names of laid off employees who have reinstatement rights to that classification or position. This list shall be maintained and updated by Human Resources and an updated copy shall be given to the AMPS President within five (5) workdays of any changes.

Laid-Off Employee List – One master list containing the names of all employees who are in a layoff status. This list shall be maintained and updated by Human Resources and an updated copy shall be given to the AMPS President within five (5) workdays of any changes.

Regular Employee – An employee, either full-time or part-time, who occupies an authorized budgeted position.

XV. SIDE LETTER ON FURLOUGHS

The City has the right to reopen on the issue of a mandatory work furlough program during the term of this MOU. In the event that the City exercises the right to reopen on furloughs, the City would provide notice and an opportunity to negotiate prior to moving forward with a mandatory work furlough program.