

Tentative Agreement – Salinas Police Officers Association

January 17, 2024

The City of Salinas and the Salinas Police Officers Association (POA) tentatively agree to the following tracked changes to their Memorandum of Understanding (MOU), subject to ratification of POA membership and approval of City Council.

SECTION 1 – PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (“City”) and the Salinas Police Officers Association (“Association”). “Employee” for the purpose of this Memorandum of Understanding means 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 (“MMB”) Act, 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, of the Salinas Municipal Code, and all applicable state or municipal laws, the City Personnel Manual, 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 also agrees to act in accordance with the provisions of the Public Safety Officers Procedural Bill of Rights as 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 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 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.

Employees electing not to join the Association may not be represented by the Association or its affiliated representative. An employee not joining the Association is exercising his or her rights to

self-representation.

Nothing in this section prevents the Association and its representative from representing its members in accordance with the Memorandum of Understanding, state and federal law, and the City of Salinas Personnel Manual.

SECTION 5 - RECOGNITION MATTERS

A. Recognition

Pursuant to Sections 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 Association as the recognized employee organization consisting of regular employees filling classes designated 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 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 ratification and approval of this Memorandum of Understanding ("MOU"), bargaining unit members will receive a 4.0% increase to the salary schedule.

2. Effective in the first full pay period of January 2025~~March 2022~~, bargaining unit members will receive a 2.0% increase to the salary schedule.

3. ~~Effective in the last pay period of March 2023, bargaining unit members will receive a 2.0% increase to the salary schedule.~~

~~4.~~ The Job Classification/Salary Schedule is attached as Appendix A ~~and~~. Effective in the first full pay period following ratification and approval of this MOU, the Salary Schedule removes~~retains~~ the lower bottom step for employees hired after July 1, 2011, and adds a top step (eligibility for Step 7 is limited to members who have been at Step 6 for at least 12 months).

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, effective in the first full pay period following approval by Human Resources. This section is subject to administrative direction.

C. Special Assignment Pay

The City has established the following 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 perform all the duties of a higher vacant position and classification for more than eighty (80) consecutive regular work hours, and for a limited duration (up to 960 hours each fiscal year), during recruitment for a regular appointment to the vacant position, without maintaining the duties of his/her current position, shall receive a five percent (5%) Temporary Upgrade Pay beginning on the eighty-first (81st) consecutive hour of work while so assigned. 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 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/Premiums

The Police Chief may make special assignments in his/her discretion. The following premiums are effective for assignments following approval of this MOU in the first full pay period following notice to Human Resources of an assignment; no retroactive payment of premiums is owed.

1. Motorcycle Patrol Premium – 5%

A unit employee routinely and consistently assigned by management to operate and/or patrol on motorcycle duty shall receive a Motorcycle Patrol Premium of five percent (5%) above current step subject to administrative direction.

Employees so assigned shall be reimbursed for the purchase of motorcycle boots and helmets 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. All cleaning and maintenance must be performed during normal work hours.

2. Canine Officer Premium – 5%

A unit employee routinely and consistently assigned by management to handle, train, and board a canine shall receive a Canine Officer Premium of five percent (5%) above current step, following training and assignment with a canine in the field, subject to administrative direction.

The City and the Association reasonably approximate that canine officers spend four (4) hours per workweek, while otherwise off duty, walking, grooming/cleaning, feeding, training, and otherwise caring for and maintaining the canine. Four (4) hours per workweek at one and a half (1½) times the employee's hourly rate is paid for such time, in addition to the 5% premium described above. This additional compensation is intended to compensate for all off-duty care of the canine and related activity; payment will be processed automatically during the assignment, without a need for overtime slips. In the event of a medical emergency or other unusual circumstance requiring extraordinary care for the canine, the canine officer must notify a supervisor as soon as possible of any additional time required.

In addition, veterinarian fees, food costs, and other reasonable expenses for the upkeep of the canine are reimbursed upon proper request for reimbursement.

3. Detective Division Premium – 5%

Police Officers who are routinely and consistently assigned to the Detective Division may receive a Detective Division Premium of five percent (5%) above current step subject to administrative direction.

4. Police Liaison Premium (Community Relations/SRO) – 5%

Police Officers who are routinely and consistently assigned to function as a liaison between special persons, groups, or courts and the Police Department (while assigned to Community Relations or as a School Resource Officer) may receive a Police Liaison Premium of five percent (5%) above current step subject to administrative direction.

5. Crime Scene Investigator Premium – 5%

A unit employee routinely and consistently assigned by management to analyze and explore a crime scene on Crime Scene Investigation (CSI) duty shall receive a CSI Premium of five percent (5%) above current step subject to administrative direction.

6. Field Training Officer Training Premium – 5%

A unit employee routinely and consistently assigned by management to train employees on field training officer (FTO) duty shall receive a Training Premium of five percent (5%) above current step subject to administrative direction, effective in the first full pay period following notice to Human Resources of the assignment of a trainee to the FTO.

7. Gang Detail (Violence Suppression Task Force) Assignment Premium – 5%

A unit employee routinely and consistently assigned by management to the Gang Detail (Violence Suppression Task Force) Assignment, to enforce laws relating to a group of individuals banded together for unlawful activities, shall receive a Gang Detail Assignment Premium of five percent (5%) above current step subject to administrative direction.

8. Police Administrative Officer Premium (Personnel & Training/Internal Affairs) – 5%

A unit employee routinely and consistently assigned to police administration to provide support for the Police Chief and command staff in the operation of the Police Department, while serving in the Personnel and Training Unit or in Internal Affairs, receives a Police Administrative Officer Premium of five percent (5%) 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 ~~\$5.002.25~~ per hour of assignment, unless called in to work (in which case the employee is paid for time worked instead). On-call pay shall begin at the conclusion of the employee's regular shift.

F. Court Pay

1. Off-duty court pay shall be a minimum of four (4) hours pay or comp time (Officer's option) at time and one half (1-1/2) based on the employee's regular rate.
2.
 - a. If an officer is required to be available for a court appearance for more than four (4) hours of otherwise off-duty time, court pay will be calculated from subpoena appearance time until the officer is released from court duty for the day, minus one hour for a lunch break (if not required to work during the break).
 - b. If there is a break of at least four (4) hours between the time the officer is released to the time the officer is required to return on the same day, the officer will receive four (4) hours pay at time and one half (1-1/2) for each appearance.
 - c. Court compensation will be no more than eight (8) hours per day, unless more hours are actually worked.

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.
4. It is the responsibility of the subpoenaed officer to check the status of any subpoena, as provided in the Salinas Police Department Policy Manual, after 1800 (6:00 p.m.) hours on the prior court day to ascertain if a court appearance has been canceled. 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. 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.

G. Overtime

A unit employee required to work beyond his/her regularly scheduled work shift shall be compensated at a premium of one and a half (1½) times the employee's regular rate (as defined under the Fair Labor Standards Act (FLSA)) for the excess hours worked.

Overtime calculations shall include paid leave time (including, but not limited to, annual leave, bereavement leave and compensatory time off) and shall be considered time worked.

Pursuant to 29 USC section 207(k), for purposes of FLSA overtime, the work period is 28 days with 171 hours.

H. Night Shift Differential

\$23.45 per shift differential payment will be paid to unit employees who are routinely and consistently scheduled to work shifts at midnight. 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. Master Police Officer Program

The City will establish a Master Police Officer Program effective in the first full pay period of January 2017 for employees that satisfy all of the following criteria:

- a. An overall performance evaluation rating of meets standards or better for the period most recently evaluated.
- b. At least ~~12~~8 years of law enforcement experience as a sworn peace officer.
- c. Possession of an Advanced POST Certificate.

- d. Completion of at least 40 hours of Crisis Intervention Training (CIT) within five years or, if CIT training is older than five years, completion of approved refresher training within five years.
- e. Current performance of at least one (1) of the following collateral duties/special assignments with the Salinas Police Department: Canine Officer, Community Relations Officer (Police Liaison), Violence Suppression Unit/Gang Task Force (Gang Detail Assignment), Detective Division/Police Investigator, Training Instructor (e.g., defensive tactics, less lethal, EVOC, use of force, etc.), Range Master, School Resource Officer or Police Activities League (Police Liaison/Drug Abuse Resistance Education), Traffic Detail/Motorcycle Patrol, Crime Scene Investigator, Field Training Officer, or Personnel & Training/Internal Affairs (Police Administrative Officer).

Employees who satisfy the criteria set forth above shall receive a three percent (3%) Master Police Officer pay incentive, effective in the first full pay period of ratification and approval of this MOU and following verification of criteria by Human Resources of January 2017.

Effective in the first full pay period of January 2025 and following verification of criteria by Human Resources, employees who satisfy the criteria set forth above and have a total of twelve years of law enforcement experience as a sworn peace officer shall receive an additional two percent (2%) for a total of five percent (5%).

SECTION 7 - BENEFITS

A. Health, Dental, and Vision

The City shall contribute amounts toward the premiums for Peace Officers Research Association of California (PORAC) coverage or other City sponsored PERS plan of the employee's choice, for which the employee is eligible, for the employee and eligible dependents as follows. The City will continue with the full amount of premiums for current supplementary dental and vision plans available to City employees and eligible dependents.

The City will contribute an amount toward monthly health benefits premiums for eligible bargaining unit employees as followsequal to 95% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 95% of the cost of the premium for the PERS Choice plan.

Effective with the start of the 2024 plan year, the City contribution shall be adjusted as follows:

1. Single/Employee Only: 95% of the plan premium, not to exceed 95% of the PERS PlatinumChoice plan premium.
2. Two Party/Employee +1 dependent: 94.5% of the plan premium, not to exceed 94.5% of the PERS PlatinumChoice plan premium.
3. Family/Employee +2 or more dependents: 94% of the plan premium, not to exceed 94% of the PERS PlatinumChoice plan premium.

Effective with the start of the 2025 plan year, the City will contribute toward monthly health benefits premiums in an amount equal to 94% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 94% of the cost of the premium for the PORAC plan.

The employee shall share in the cost of health coverage and pay for premium costs above the City's contribution through payroll deductions.

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 Memorandum of Understanding, the parties agree to re-open on the limited subject of achieving legal compliance with the ACA.

B. Retiree Medical Benefit

Employees 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 statutes or regulations, 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) of the employee and spouse medical insurance premium for employees retiring from the City who qualify as annuitants and who were hired with the Salinas Police Department before July 1, 2019. The City payment of the additional benefit beyond the PEMHCA minimum contribution shall be provided for no more than ten (10) years for each employee, and shall be discontinued when the employee or spouse becomes eligible for Medicare coverage, whichever is earlier.

Upon request from the Association, the City will enter into a Side Letter Agreement allowing all employees covered by this Agreement to participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The trust shall be and remain separate and apart from any employer health insurance funding program. The City and the Association acknowledge that the Side Letter Agreement shall specify that the program shall be implemented in a manner that is cost-neutral for the City. The Association shall pay for the administrative costs arising from the enrollment of the Association in the PORAC Retiree Medical Trust and the City shall not be required to pay any fees or make any contributions on behalf of individual employees.

C. 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, or the per employee rate of the PORAC Premier Plus Long Term Disability Plan, whichever is less.

D. 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 a voluntary academic course of study and/or individual course approved by the Chief of Police and the Human Resources Director. 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.

E. Uniform Allowance

The Police Department issues to each lateral or academy graduate police officer uniform clothing and items for personal health and safety, as listed in Attachment B, through a vendor selected by the Department.

Such employees receive a monthly payment of \$100 beginning with the first month of employment to cover expenses of uniform replacement and maintenance. The monthly amount is prorated in the first month for newly hired employees.

F. POST Certificate Pay

1. Intermediate Certificate: An employee who has a POST Intermediate Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary.

2. Advanced Certificate: An employee who has a POST Advanced Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary, in addition to POST Intermediate Certificate Pay (3.5%), for a total of seven percent (7%) of base salary.

An employee who becomes eligible for the POST Certificate Pay shall retain that eligibility while employed in a classification represented by the Association. [POST Certificate Pay is effective in the first full pay period following the employee's submission of an Immediate or Advanced Certificate to Human Resources.](#)

G. Fitness Exam for SWAT Assignment

Assignment and reassignment to the Special Weapons and Tactics (SWAT) unit is conditioned on successful completion of a SWAT fitness exam. The exam will be the SWAT Physical Fitness Test Agility Course. 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 SWAT unit are solely a management right and not subject to approval or grievance.

H. 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 contribute nine (9%) percent of the employee's compensation toward the cost of this retirement benefit as cost sharing. Each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 10% employee pension contribution). Effective in the first full pay period in January 2017, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 11% employee pension contribution). Effective in the first full pay period in January 2018, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 12% employee pension contribution).

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.

I. Longevity Pay

Effective September 12, 2016, employees who have attained ten (10) years of regular service with the City of Salinas Police Department shall receive a three percent (3%) longevity pay incentive. 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 for a total of eight percent (8%) in longevity pay. No employee shall receive more than eight percent (8%) in longevity pay incentives. Longevity pay is effective in the first full pay period following the employee's anniversary date.

J. 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

- | 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 |
| <u>Cesar Chavez Day</u> | <u>March 31</u> |
| Memorial Day | Last Monday in May |
| <u>Juneteenth</u> | <u>June 19</u> |
| 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 Leave: Unit employees who are not normally required to work on a holiday (generally officers 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.

5. Holiday Pay: In recognition of the fact that other bargaining unit employees (including patrol officers) are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, such unit employees will be paid ~~4.313.7~~ hours of pay at straight time in each biweekly paycheck (i.e., ~~11296~~ hours per year). Usual wages are paid for time worked; no premium is paid for working on a holiday. 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.

B. Annual Leave

Annual Leave shall be as provided in Section 11.4 of the Personnel Manual. Annual Leave accrues over the course of a year as follows:

1st through 5th year	176 hours per year
6th through 10th year	216 hours per year
11th through 15th year	232 hours per year
16th through 17th year	240 hours per year
18th through 19th year	248 hours per year
20th through 24th year	256 hours per year
25th year and later	264 hours 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, plus one unpaid day, based on the number of hours regularly scheduled. All provisions of the Personnel Manual regarding Bereavement Leave (Section 11.9) 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-Sister
Step-Mother-in-Law	Step-Brother
Step-Father-in-Law	Registered Domestic Partner

D. Family & Medical Leave

Family and medical leave is provided in accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, as detailed in the Administrative Memorandum 94-1, as revised.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeals Procedure

The purpose of this Grievance Procedure is to promote communication and improve employer-employee relations by establishing a process to encourage settlement of disputes. The parties recognize that it is in their mutual interest to resolve problems expeditiously at the lowest possible administrative level. Any resolution of dispute at this level must be consistent with the terms of this Memorandum of Understanding.

1. Grievance Definition

A grievance shall be defined as an alleged violation of the Meyers-Milias-Brown Act ("MMBA"), or a dispute arising from the application or interpretation of any section of this Memorandum of Understanding; the City of Salinas Municipal Code; Department policies, procedures, rules or regulations; or the City Personnel Rules.

2. Procedure for Grievances

Step 1 – Informal Resolution

In the event an individual employee wishes to lodge a grievance, he or she will, within 14 calendar days of the incident being grieved, discuss the grievance with his/her immediate supervisor, notifying the supervisor that this discussion is the first step in the grievance procedure. There is no requirement for the employee to submit the grievance in writing at this point. If the grievance is not resolved to the Grievant's satisfaction, the Grievant must advance the grievance to Step 2 of this Grievance Procedure within 45 calendar days from the date the Grievant knew or reasonably should have become aware of the alleged violation. Grievances filed by the Association on behalf of one or more members may be filed at Step 2 within 45 calendar days from the date the Association knew or reasonably should have become aware of the alleged violation.

Step 2 – Police Chief

A Step 2 grievance shall be submitted to the Chief of Police in writing with a copy to the Human Resources Director. The written grievance shall contain the following information:

- a) a statement of the grievance, the facts upon which it is based, and the person(s) involved;
- b) the specific section(s) of the MMBA, this Memorandum of Understanding, the City Personnel Rules, the City of Salinas Municipal Code, or Department policies, procedures, rules, or regulations alleged to have been violated;

- c) a summary of informal resolution efforts; and
- d) the remedy requested.

The Chief of Police or designee shall respond in writing within fifteen (15) working days of receipt of the written grievance. The written response at this step (and all management responses at all steps hereafter) shall contain the following information:

- a) a response to the facts upon which the grievance is based;
- b) an analysis of the alleged violation; and
- c) a response to the remedy requested;

If the grievance is not resolved to the Grievant's satisfaction, the Grievant shall advance the grievance to Step 3 of this Grievance Procedure within ten (10) working days from the date of receiving the written response from the Chief of Police or designee.

Step 3 – City Manager

A Step 3 grievance shall be submitted to the City Manager in writing. The written grievance shall contain the following information:

- a) a copy of the Step 2 grievance;
- b) a copy of the Chief's response to the Step 2 grievance; and
- c) a response by the Grievant to the Chief's Step 2 response.

The City Manager or City Manager's designee shall meet with the Grievant or the Grievant's representative within thirty (30) calendar days of receipt of the written grievance. The City Manager or City Manager's designee shall provide a written response within ten (10) working days of the date of discussion with the Grievant or the Grievant's representative.

If the grievance is not resolved to the Grievant's satisfaction, the Grievant shall advance the grievance to Step 4 of this Grievance Procedure within ten (10) working days from the date of receiving the written response from the City Manager or City Manager's designee.

Step 4 – Grievance Board

The Grievance Board is composed of three members and one alternate. The first two members are appointed by City Council as described in Section 25-43 of the Salinas Municipal Code, with one member nominated by City management and a second member selected from a list of nominations by the employee organizations.

For each appeal, a third member shall be selected by the City and the Association to serve temporarily on the Grievance Board, as follows. If the parties are unable to mutually agree on the selection of an arbitrator, the names of seven (7) arbitrators shall be obtained from

the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the third member arbitrator.

The City and the Association agree to divide equally the cost of the arbitrator and any court reporter. Each party shall bear their own respective costs of making their presentation to the arbitrator, including but not limited to, their own attorney fees, expert witness fees, regular witness fees, and related costs.

The Grievance Board decision shall be advisory to the City Council. The Grievance Board shall issue a written decision within forty-five (45) calendar days of the close of the hearing. The City Council shall maintain the authority to affirm, reverse, or modify the Grievance Board's award. Absent a stipulation between the parties, any failure of the City Council to take action within 45 calendar days of the Grievance Board's award shall serve to affirm the award.

3. Procedure for Disciplinary Appeals

An appeal from disciplinary action shall be in writing and subject to the following procedure. Written reprimands are not appealable, but an employee may submit written comments in rebuttal.

The employee may appeal disciplinary action (post-*Skelly*) by submitting a written notice of appeal within ten (10) working days of receipt of notification of disciplinary action from the City Manager or his/her designee. The written notice shall be directed to the Director of Human Resources.

The appeal shall be heard by the Grievance Board as described in Step 4 above. The City Council shall maintain the authority to affirm, reverse, or modify the Grievance Board's award, as stated in Step 4 above.

4. Time Limits

Any time limits specified in this Grievance Procedure / Disciplinary Appeal Procedure may be extended by mutual agreement. Requests for an agreement to extend any deadline shall be confirmed in writing.

B. Comp Time

Accumulation of comp time, in lieu of overtime compensation, shall be limited to 160 hours with an option of full buy-out at the appropriate rate of pay upon separation subject to administrative direction. 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 (where employees will be paid out for any overtime) and does not accrue for holiday pay.

C. Pre-scheduled Overtime

If a change in 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 one and a half (1-1/2) times the employee's regular rate. This minimum does not include hours contiguous with his/her scheduled shift.

D. Field Operations

1. Shift Assignments

Officers sign up for shifts by seniority.

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

2. Holidays

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

Priority for granting Officers' requests for holidays off is on a first-come first-served basis.

3. Vacations

Vacation time will normally 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 generally limited to no more than thirty (30) working days in any calendar year. Vacation time off is limited to two (2) officers per watch, with generally no more than 12 officers scheduled to be out per day (using either annual leave or compensatory time off). 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 and as required by law.

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 (FTOs) 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. Schedules

The Chief of Police has the right to change and implement work schedules for all unit personnel, consistent with the needs of the Salinas Police Department. In the event that the Chief changes work schedules during the term of the MOU, the Chief has the right to implement such changes following the completion of any legally required meet and confer and impasse requirements.

E. Investigation Shift Assignments

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

F. Scheduling Coverage

A unit employee shall not have his/her regularly scheduled days off changed except in the event of an emergency or in accordance with Departmental policy. Nothing in this section shall be interpreted to limit the Department's authority to require an employee to work on his or her regularly scheduled days off and compensate the employee at his or her applicable rate of pay.

Supplemental Law Enforcement: The parties agree that public safety is of paramount concern to both parties as well as the community we serve. Therefore, the City and the Association agree to meet following approval of this Memorandum of Understanding to work together to address issues related to law enforcement staffing for special events, and staffing options related to emergency situations. How supplemental law enforcement may be used shall also be considered in these meetings.

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.

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 – MISCELLANEOUS

A. Accommodations for Employees with Disabilities


The City grants reasonable accommodations to employees with disabilities as required under the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). To avoid disability discrimination, the City may modify provisions of this Memorandum of Understanding and its Personnel Manual and other policies relative to hiring, promotion, transfer, layoff, reassignment, termination, rehire, rates of pay, job classification and duties, seniority, leaves of absence, benefits, training opportunities, hours of work, or other terms and privileges of employment. Any accommodation provided to an individual protected by the ADA or FEHA shall not establish a past practice or be used or cited as past practice in any grievance procedure.

SECTION 12 - TERM

The term of this Memorandum of Understanding shall commence upon Council approval and shall expire on December 31, 202~~5~~³. Proposals for change and/or renewal shall be submitted by October 1, 202~~5~~³.

Dated 1-17-2024

CITY OF SALINAS

By: 
Jim Pia
Interim City Manager

Dated 1/17/24

SALINAS POLICE OFFICERS ASSOCIATION

By: 
A. Christopher Avila
President

APPENDIX A

Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly	Step 7 Hourly	Step 7 Monthly
Police Officer- New Hire	46.3042	8,026	48.6195	8,427	51.049	8,848	53.5998	9,291	56.2796	9,755	59.0949	10,243	62.0496	10,755
Police Officer	46.3042	8,026	48.6195	8,427	51.049	8,848	53.5998	9,291	56.2796	9,755	59.0949	10,243	62.0496	10,755
Police Recruit	32.8989	5,702												

APPENDIX B

UNIFORM CLOTHING & EQUIPMENT – LATERAL / ACADEMY GRAD *SUMMIT UNIFORM CORP.*

QTY.	ITEM*
2	Navy Wool Pants
2	Navy Wool Shirts
1	Duty Jacket
1	w/ Cloth Name Tag
1	Rain Jacket
1	Rain Hood
1	Rain Pants
1	Black Tie
1	Tie Bar
1	Velcro Duty Belt
1	Velcro Pant Belt (Under Belt)
4	Keepers – Hidden Snap
1	Double Cuff Case – Hidden Snap
1	Key Silencer
1	26" ASP Baton
1	26" ASP Holder
1	Closed OC Holder
1	Holster (Level 3 / P320)
1	Mag Pouch (Triple P320 .45 / Dbl P320 9mm)
1	Light Holder
2	Handcuffs
1	Badge holder
1	Blackington Name Tag
1	Silver Whistle
1	Class A Hat
1	Rain Cover for Hat
1	Class A Hat Piece
1	Florescent Traffic Vest
1	Flashlight (\$120 allowance)
1	Boots (\$100 allowance)
1	Ballistic Vest

*Items provided are subject to change.