

**TENTATIVE SETTLEMENT AGREEMENT  
BETWEEN  
THE CITY OF SALINAS  
AND THE  
SALINAS POLICE OFFICERS' ASSOCIATION  
August 24, 2016**

The parties agree to the following as a resolution of outstanding issues between the parties for a successor MOU.

1. **Term:** Three Years, January 1, 2016 through December 31, 2018.
2. **Salary:**
  - a. Effective September 12, 2016, bargaining unit members will receive a two percent (2%) equity adjustment and a two percent (2%) general adjustment (4% total).

Signing Bonus: Bargaining unit members who were employed on or before July 4, 2016, will additionally each receive a one-time lump sum signing bonus of \$850. The parties agree that the determination of whether or not this signing bonus is pensionable is within the sole discretion of CalPERS and not the City, therefore the parties agree to abide by any CalPERS determination on this subject.
  - b. Effective in the first full pay period of January 2017, bargaining unit members will receive a two percent (2%) equity adjustment and a two percent (2%) general adjustment (4% total).
  - c. Effective in the first full pay period of January 2018, bargaining unit members will receive a one percent (1%) equity adjustment and a two percent (2%) general adjustment (3% total).
3. **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 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.
  - e. Completion of at least 30 credits from an accredited college or university (transcripts required).
  - f. Current performance of at least one (1) of the following collateral duties/special assignments with the Salinas Police Department: canine handler, Community

Relations Officer (CRO) (Police Liaison), Violence Suppression Unit (VSU)/Gang Task Force (GTF) (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 (SRO) or Police Activities League (PAL) (Police Liaison/Drug Abuse Resistance Education), Traffic Detail/Motorcycle Patrol, Crime Scene Investigator (CSI), Field Training Officer (FTO), or Personnel & Training, or Internal Affairs (Police Administrative Officer).

Employees that satisfy the criteria set forth above shall receive a three percent (3%) Master Police Officer pay incentive beginning in the first full pay period of January 2017. The parties agree that the determination of whether or not Master Police Officer pay is pensionable is within the sole discretion of CalPERS and not the City, therefore the parties agree to abide by any CalPERS determination on this subject.

4. **Longevity Adjustment:** Effective September 12, 2016, employees who have attained ten (10) years of 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 service with the City of Salinas Police Department shall receive an additional five percent (5%) longevity pay incentive for a total of eight percent (8%) in longevity pay. No employee shall receive more than eight percent (8%) in longevity pay incentives.
5. **POST Certificate Pay:** The parties agree to modify POST Certificate Pay as follows:
  1. Effective September 12, 2016, an employee who is at the top step of his/her salary range and who has a Peace Officer Standard Training (POST) Intermediate Certificate shall receive a premium pay of three percent (3%) of base salary. Effective in the first full pay period in January 2018, an employee who is at the top step of his/her salary range and who has a POST Intermediate Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary.
  2. Effective September 12, 2016, an employee who is at the top of his/her salary range and who has a POST Advanced Certificate shall receive premium pay of three percent (3%) of base salary, in addition to POST Intermediate Certificate pay, for a total of six percent (6%) of base salary. Effective in the first full pay period in January 2018, an employee who is at the top step of his/her salary range and who has a POST Advanced Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary for a total of seven percent (7%) of base salary.
6. **Health Benefits:** Effective beginning in January 2017, the City will contribute a flat dollar amount towards monthly health benefits premiums for eligible bargaining unit employees equal to 95% of the PERS Choice Plan premium for the level of coverage the employee has selected.

Effective January 1, 2018, the City's contribution towards future health premium

increases will be as follows:

- a. If the PERS Choice monthly premium increase is equal to or less than 5% the City will pay 50% of the increase (and the employees will pay 50% of the increase);
  - b. If the PERS Choice monthly premium increase is greater than 5% the City will pay 2/3 of the increase (and the employees will pay 1/3 of the increase.)
7. **Flexible Compensation Plan:** In the first full pay period following ratification and approval of this Agreement, a regular full-time employee in this bargaining unit shall accrue up to one hundred and twenty (120) hours of flex time over the calendar year which may, subject to administrative direction, be used for leave or cash at the employee's regular rate of pay. This flex time shall accrue on a pro-rata basis at the rate of one 10-hour day per month (accrued each pay period); however, effective in the first full pay period following ratification and approval, the City agrees to credit the leave bank with the hours that would have been accrued from the start of this Agreement in January 2016. Hours in the Flex Plan may not be used until they have been accrued. Unused flex leave shall be cashed out each December. Flex time off shall be granted or denied within the sole discretion of the Police Chief or designee. The Flexible Compensation Plan and all language in this paragraph 7 automatically sunsets on December 31, 2018.
8. **CTO Accrual Cap:** The comp time accrual cap is increased from 120 hours to 160 hours.
9. **PERS Contribution Classic Members:** Effective the first full pay period following ratification of this Agreement or as soon as administratively feasible thereafter, each classic employee shall contribute an additional one percent (1%) toward the cost of 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 cost of 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 cost of his/her pension benefit (for a total 12% employee pension contribution).
10. **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 POA agree to meet following ratification and approval of this settlement 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.
11. **Contract Clean Up:** The parties agree to update the MOU including updated legal compliance.

12. All items not changed by this tentative agreement remain status quo.

13. The parties agree that proposals not included in this Agreement are hereby withdrawn.

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Ray Corpuz  
City Manager, City of Salinas



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Donna Williamson  
Chief Negotiator

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Gabriel Carvey  
President, SPOA



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Peter Hoffmann  
Chief Negotiator