

City of Salinas

MEMORANDUM OF UNDERSTANDING

Salinas Police Officers Association

January 1, 2016-December 31, 2018

TABLE OF CONTENTS

SECTION NUMBER	SUBJECT	PAGE NUMBER
1	Preamble	1
2	No Abrogation of Rights	1
3	Past Practices	1
4	No Discrimination	1
5	Recognition Matters	
	A. Recognition	2
	B. Dues Collection	2
6	Pay Rates and Practices	
	A. Wages	2
	B. Bilingual Pay	3
	C. Special Assignment Pay	3
	D. Differentials/Premiums	3
	E. On-Call Pay for Detectives	5
	F. Court Pay	5
	G. Overtime	6
	H. Night Shift Differential	6
	I. Master Police Officer Program	6
7	Benefits	
	A. Health, Dental, and Vision	7
	B. Retiree Medical Benefit	8
	C. Physical Examination	8
	D. Long Term Disability	9
	E. Tuition Assistance	9
	F. Uniform Allowance	10
	G. POST Certificate Pay	10
	H. Physical Fitness/Wellness Program	10
	I. Fitness Exam for SWAT Assignment	11
	J. PERS Retirement Program	11
	K. Longevity Pay	12
	L. Blood Donation	12

TABLE OF CONTENTS CONTINUED

SECTION NUMBER	SUBJECT	PAGE NUMBER
8	Leave Provisions	
	A. Holidays	12
	B. Annual Leave	13
	C. Bereavement Leave	13
	D. Flexible Compensation Plan	13
	E. Family & Medical Leave	14
9	Working Conditions	
	A. Grievance/Disciplinary Action Appeals Procedure	14
	B. Comp Time	14
	C. Pre-scheduled Overtime	14
	D. Field Operations	14
	E. Investigation	16
	F. Scheduling Coverage	16
	G. Training Activities	16
10	Committees	
	A. Safety Committee	16
	B. Deferred Compensation Committee	17
11	Miscellaneous	
	A. Accommodations for Employees with Disabilities	17
12	Term	17
	Appendices	
	A. Job Classification - Salary Schedule	18
	B. Uniform Clothing & Equipment	19

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE SALINAS POLICE OFFICERS ASSOCIATION

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 September 12, 2016, bargaining unit members will receive a two percent (2%) equity adjustment and a two percent (2%) general adjustment.

Signing Bonus: Bargaining unit members who were employed by the City on or before July 4, 2016, and through September 13, 2016, will additionally each receive a one-time lump sum signing bonus of \$850.

2. 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.
3. 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.

The Job Classification/Salary Schedule is attached as Appendix A and retains the lower bottom step for employees hired after July 1, 2011.

B. Bilingual Pay

A premium pay of five percent (5%) of base salary shall be paid to an employee assigned by management to speak and use a language other than English in the course of the employee's duties. This section is subject to administrative direction.

C. Special Assignment Pay

The City has established 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, 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. In no case shall an employee be assigned to such Temporary Upgrade Pay status for a period in excess of ninety (90) days in a calendar year without approval of the City Manager.
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 ratification and approval of this Agreement; 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 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 is paid for such time, in addition to the 5% premium described above. 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.

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 duty shall receive a Training Premium of five percent (5%) above current step subject to administrative direction.

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

A unit employee routinely and consistently assigned by management to the Gang Detail (Violence Suppression Unit) 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 and 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 \$2.25 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. The Department updates the subpoena log on the computer network by 1800 hours (6:00 p.m.) of the preceding court day to indicate those officers whose court appearances have been canceled for the next court day. It is the responsibility of the subpoenaed officer to check with the department (in person or by telephone) after 1800 (6:00 p.m.) hours on the prior court day to ascertain if a court appearance has been canceled. In the event of a court cancellation being received by the department on the officer's court appearance date, notification to the officer of the cancellation will be effective if made prior to the

officer's arrival at court or at the police department. Cancellation shall not be made by a message left on a home telephone answering machine, unless the officer cannot be reached by other means.

G. Overtime

A unit employee required to work beyond his/her regularly scheduled work shift of either eight (8) or ten (10) hours, shall be compensated at a premium of one and a half (1-1/2) 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

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

I. 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 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 in the first full pay period of January 2017.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision

Throughout the remainder of 2016, the City shall continue to contribute the full amount of the premiums for Peace Officers Research Association of California (PORAC) coverage for employee and eligible dependents. The City will continue with the full amount of premiums for current supplementary dental and vision plans available to City employees and eligible dependents.

Effective beginning in January 2017, the City will contribute a flat dollar amount toward 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 toward future health premium increases will be as follows:

1. 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);
2. 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).

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

Example

Suppose the PERS Choice premium is \$600. The City pays 95% or \$570 per month toward the employee's health premium. If the employee's PORAC premium is \$500/month, the employee would pay nothing.

Scenario 1

If the PERS Choice premium increases by zero and the PORAC premium increases by 40%, the City pays \$570 and the employee pays \$130 (the difference between \$570 and \$700).

Scenario 2

If the PERS Choice premium increases by 40% and the PORAC premium increases by zero, the following calculation would apply:

- The premium increase to PERS Choice is greater than 5%, so the City will pay 2/3 of the increase.
- The increase is \$240 and 2/3 of the increase is \$160.
- The City will pay \$570 plus \$160 (up to \$730) toward premium costs.
- The employee would not contribute anything toward the \$500 PORAC premium. [Employees with group health care coverage other than PORAC coverage would pay any premium cost over \$730 (\$110 for PERS Choice).]

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. 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.

C. Physical Examination

The City encourages employees to have regular physical examinations. Therefore, the City will reimburse regular employees in this unit for out of pocket co-pay and usual and customary costs associated with a physical examination for preventive health measures in accordance with this section. Employees will be reimbursed only for limited out of pocket expenses for physical examinations covered by and submitted to health insurance. Reimbursement requests may be submitted once every twenty-four (24) months for employees under 40 years of age and once every eighteen months for employees 40 years of age or older.

In accordance with the restrictions above, the City will reimburse out of pocket usual and customary costs for the physical exam and for the normal associated lab work such as: urinalysis, complete blood count (CBC), chemical profile, cholesterol test, pap smear, chest x-rays, and back x-rays (only if history and the physical exam warrant back x-rays). Upon physician recommendation, exams for employees age 40 and older may include EKG, Stress EKG (if history and physical exam warrant), prostate exam, colon exam, and mammogram.

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

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

D. Long Term Disability

The Association shall maintain a separate account for City contributions to the Association-sponsored Long Term Disability Plan and shall apply such contributions solely to the Association-sponsored plan. The City contribution per Association employee shall not exceed the City's per employee rate for the City's Long Term Disability Plan, or the per employee rate of the PORAC Premier Plus Long Term Disability Plan, whichever is less.

E. Tuition Assistance

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

- Approval is obtained prior to attending class
- Are directly related to an employee's job duties
- Receive college units, POST training credit, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge of and experience in the curriculum offered
- For which class and study time are outside of the employee's work hours
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops which are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel, and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes which are part of an academic course of study will be eligible for reimbursement under this program.

F. Uniform Allowance

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.

G. POST Certificate Pay

1. Intermediate Certificate

- a. 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.
- b. 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. Advanced Certificate

- a. 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 (3%), for a total of six percent (6%) of base salary.
- b. 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, 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.

H. Physical Fitness/Wellness Program

1. The City will provide fifty percent (50%) reimbursement each fiscal year (July – June) to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:

Health clubs must be in the City of Salinas.

Reimbursement shall not exceed \$500 per fiscal year, per employee.

Reimbursement shall be made once a fiscal year and requires submission of actual receipts.

2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program, administered through Hartnell College each year. Payment of a fitness premium shall be made within 60 days of the last testing date each year as follows:

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

I. 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.

J. 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. Effective in 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 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.

K. Longevity Pay

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 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.

L. 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 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Day after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
-
2. One (1) floating holiday per calendar year, to be credited and taken on a calendar year basis. The floating holiday may not be cashed out nor carried over to a new year.
 3. Every day appointed by the President or Governor for a public day of mourning, thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
 4. All holidays are calculated as eight (8) hours.

B. Annual Leave

1. Annual Leave shall be as provided in Section 11.4 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, 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. Flexible Compensation Plan

In the first full pay period following ratification and approval of this Memorandum of Understanding, 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, subject to administrative direction, may 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 Memorandum of Understanding in January 2016. Flex time hours may not be used until they have been accrued. Unused flex time 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 automatically sunsets on December 31, 2018.

E. 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 Grievance/Disciplinary Action Appeals Procedure for employees in this unit is set forth in the Personnel Manual. No employee shall suffer retaliation resultant from use of this procedure. The parties agree to incorporate updated grievance and discipline policies into this MOU by mutual agreement.

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.

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 in lieu of pay for hours worked if the shift is adequately staffed as determined by the Watch Commander.

Officers assigned to duty on a fixed holiday (listed at Section 8(A)(1)) shall receive eight

(8) hours of holiday pay at straight time, in addition to their normal wages for any time worked.

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. 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. Four-Ten Plan

The normal work schedule for all unit personnel, with the exception of school resource officers, will be a four-ten plan. The City agrees to continue the current four-ten plan for patrol officers.

E. Investigation

1. Shift Assignments

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

2. Holidays

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

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

Detectives assigned to duty on a fixed holiday (listed at Section 8(A)(1)) shall receive eight (8) hours of holiday pay at straight time, in addition to their normal wages for any time worked.

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 ratification and 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 in FY 1990-91.

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 January 1, 2016, and shall expire December 31, 2018. Proposals for change and/or renewal shall be submitted by October 1, 2018.

DATED_____

DATED_____

CITY OF SALINAS

SALINAS POLICE OFFICERS ASSOCIATION

By: RAY E. CORPUZ, JR.
CITY MANAGER

By: GABRIEL CARVEY
PRESIDENT

APPENDIX A

JOB CLASSIFICATION/SALARY SCHEDULE

Classification--Salary Schedule (as of 9/12/16) - 4%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Criminalist	44.7900	47.0340	49.3800	51.8521	54.4500	57.1681	
Police Officer	38.8800	40.8241	42.8640	45.0060	47.2560	49.6200	
Police Officer-New Hire	37.0260	38.8800	40.8241	42.8640	45.0060	47.2560	49.6200
Police Recruit	27.6240						

Classification--Salary Schedule (as of 1/1/17) - 4%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Criminalist	46.5816	48.9154	51.3552	53.9262	56.6280	59.4548	
Police Officer	40.4352	42.4571	44.5786	46.8062	49.1462	51.6048	
Police Officer-New Hire	38.5070	40.4352	42.4571	44.5786	46.8062	49.1462	51.6048
Police Recruit	28.7290						

Classification--Salary Schedule (as of 1/1/18) - 3%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Criminalist	47.9790	50.3829	52.8959	55.5440	58.3268	61.2384	
Police Officer	41.6483	43.7308	45.9160	48.2104	50.6206	53.1529	
Police Officer-New Hire	39.6622	41.6483	43.7308	45.9160	48.2104	50.6206	53.1529
Police Recruit	29.5909						

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 SSIII (w/ light rail for Sig P220)
1	Quad Mag Pouch (Sig P220)
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	White Gloves
1	Florescent Traffic Vest
1	Flashlight (\$120 allowance)
1	Boots (\$100 allowance)
1	Ballistic Vest

*Items provided are subject to change.