

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SALINAS  
AND  
THE CREW SUPERVISORS  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

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SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas ("City") and the Service Employees International Union, Local 521, CTW-CLC ("Union") for the Crew Supervisors Unit ("Unit"). This Memorandum of Understanding applies to all regular personnel in Job Classifications found in Appendix A attached hereto. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act ("MMBA"), and the City of Salinas Charter and Municipal Code.

SECTION 2 - NO ABROGATION OF RIGHTS

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

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 Agreement 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 Union will cooperate in pursuing a policy of no discrimination and equal employment opportunity.

A regular employee in this Unit shall have the right to form, join and participate in the activities of employee organizations of the employee's 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 Union because of his/her exercise of the rights established by law.

## SECTION 5 - RECOGNITION MATTERS

### A. Recognition

Pursuant to Section 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 Union as the recognized employee organization of the representing unit consisting of full time regular employees filling classes found in Appendix A.

The Union has been recognized pursuant to the provisions and limitations of Government code Section 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for the bargaining unit assigned to certain classifications designated in Appendix A.

The Union shall have the right to represent said employees in all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.

### B. Agency Shop/Fee

#### 1. Employee Rights

- a. The City and the Union recognize the right of an employee to form, join and participate in lawful activities of an employee organization and the equal alternative right of an employee to refuse to form, join and participate in an employee organization. Neither party shall exert pressure upon or discriminate against an employee in the exercise of either of these alternative rights.
- b. Accordingly, membership in a Union shall not be compulsory. An employee has the right to choose either to become a Union member or to refrain from becoming a Union member. However, in an agency shop, if an employee chooses to refrain from becoming a Union member, such employee must nevertheless pay the Union a fee for representation services as determined by the Union in accordance with law ("Agency Fee"), unless exempted pursuant to Subsection 5(B)(3) below.

#### 2. Employees Right to Election to Cancel Agency Fee

- a. The employees have the right to an election by secret ballot on the question of canceling an Agency Fee as a condition of employment pursuant to the following conditions:

##### (1) Pre-Election Conditions

- (a) Presentation to the City Manager of a petition, titled "Petition to Cancel Agency Shop," signed by at least thirty percent (30%) of the employees eligible to vote in the Agency Shop Cancellation Election within thirty (30) calendar days prior to presentation of such petition to the City Manager, and

- (b) Verification by a State Mediation and Conciliation Service representative of the validity of such petition.

(2) Election Conditions

- (a) The Agency Shop Cancellation Election shall be conducted, and the results thereof be certified, pursuant to rules and regulations of the State Mediation and Conciliation Service.
- (b) At least fifty percent (50%) plus one (1) employee of all employees in this Unit vote in the election, and
- (c) At least fifty percent (50%) plus one (1) of those voting vote to cancel the Agency Shop.

(3) Post-Election Conditions

- (a) If all the conditions set forth in Subsection 5(B)(2)(a)(1)-(2) above are met and a State Mediation and Conciliation Service representative certifies such in writing to the City Manager, the City shall cancel Agency Fee deductions on the first (1st) payday which is at least thirty (30) calendar days after the date of receipt of written certification by the State Mediation and Conciliation Service representative to the City Manager, and the City and Union rights and responsibilities as to voluntary Union membership shall revert back to those set forth in Subsection 5(C) below.
- (b) If all the conditions set forth in Subsection 5(B)(2)(a)(1)-(2) above are not met:
  - i. The State Mediation and Conciliation Service representative shall so certify in writing to the City Manager, and
  - ii. The City shall continue Agency Fee deductions pursuant to this Section 5(B).
- (c) There shall be no more than one (1) Agency Fee Cancellation Election in any twelve (12) month period.

3. Administrative Provisions for Union Dues and Agency Fee

Each employee in the Unit shall contribute to the cost of administration of this Memorandum of Understanding ("MOU") by the Union and for the representation of workers in the Unit by the Union. As a condition of employment, all employees shall pay either Union membership dues or the Agency Fee. Such payments shall be made by payroll deduction only. New employees shall authorize either Union membership dues or the Agency Fee within thirty days of date of hire.

Any employee subject to this section who is a member of a bona fide religion, body, or

sect, which has historically held conscientious objections to joining or financially supporting an employee organization, shall be permitted to make a charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3) chosen by the member. Such contribution may be made by regular payroll deduction or by proof of payment to the charitable fund to the City on a monthly basis.

The City shall deduct Union membership dues or the Agency Fee and other payroll deductions agreed upon by the Union and the City from the monthly pay of employees.

The Agency Fee shall be automatically deducted for those non-exempt employees who fail to submit the form authorizing deduction of Union dues or the Agency Fee within thirty (30) days of employment. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions that shall be remitted to the appropriate organization.

Management employees shall be exempt from the provisions of agency shop.

#### 4. City Rights and Responsibilities

- a. The City's sole and exclusive responsibilities pursuant to this Section are limited to:
  - (1) Notifying an employee who has failed to comply with the provisions of this Section that, as a condition of employment, the employee must either become a Union member, pay an Agency Fee either through voluntary or involuntary deductions, or qualify and establish an exempt status, and
  - (2) Making payroll deductions pursuant to Subsection 5(B)(3), above.
- b. Notwithstanding any other provision in this Section to the contrary, under no circumstance shall the City be required to discharge or discipline an employee for failure to fulfill the employee's obligation to pay an Agency Fee.

#### 5. Hold Harmless

The Union agrees to indemnify, hold harmless and defend the City and its officers, employees and agents against all claims, proceedings, actions, and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City pursuant to Section 5(B) (Agency Shop/Fee) provisions.

#### 6. Financial Documentation by Union

The Union shall provide the financial documentation described in Government Code Section 3502.5(f) to the City within sixty days after the end of the Union's fiscal year.

C. Voluntary Union Membership

1. Maintenance of Membership

All Union members who have authorized payroll deductions for payment of Union dues prior to the effective date of this Memorandum of Understanding, and all Union members who establish dues payroll deductions during the term of this Memorandum of Understanding, shall remain members of the Union throughout the life of the Memorandum of Understanding, provided that Union members on payroll deduction may terminate their authorization for deduction of the Union dues by giving written notice to the City Finance Department and SEIU Local 521 during the 1st ten (10) working days of the month of June in the last year of the agreement. Notification to the Union and the City must be by U.S. mail or hand delivered to the Union office at 334 Monterey Street, Salinas California. The City shall forward a copy of letters of revocation to the Union within 48 hours of receipt. The Union agrees to indemnify, defend and hold the City of Salinas harmless due to the implementation and enforcement of this section.

2. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorized such deductions in writing on a form provided by the Union and approved by the City. Such deductions shall be made in a lump sum on a monthly basis and shall be so remitted to the Union. The City shall provide the Union with an electronic copy of all completed authorization forms. The City shall not deny consent for reasonable payroll deductions, nor shall Union unreasonably request payroll deductions.

D. Union Access

The City agrees to allow a representative of the Union to visit City facilities provided that such visit does not in any manner interfere with the City's business or operations; the representative has given advance notice of the visit and the purpose of such visit; and has received authorization for such visit from the appropriate City management personnel.

E. Union Representation

The City agrees to provide for released time for up to two (2) official representatives of the Union for the sole purpose of meeting and conferring with representatives of the City.

F. Notice of Represented Employees

The City shall provide the Union with the names, classifications, date of hire, work location, home address, home or cell number, and work email address, if available, of all represented employees. This information may be provided upon written request to the Human Resources Officer.

When a person is hired in one of the Job Classifications represented by the Union, the City shall notify that person that the Union is the recognized employee organization and represents the

Unit in employment relationships with the City.

G. Stewards

The Union shall be authorized to designate two (2) stewards for the limited purpose of the processing and investigating of grievances and in this connection the stewards shall be allowed a reasonable amount of paid time off for this purpose as long as there is no disruption of work. Stewards may reasonably use City fax and copy machines, e-mail, and telephones for purposes of contract administration as described in this section, including communication with Management and the Union on matters related to this agreement.

A steward must first obtain permission through the steward's immediate supervisor or normal supervisory channels before leaving his/her work or work location. This provision shall be limited to periods of regular hours and exempted from any other times including, but not limited to, overtime. It is further agreed that the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

The Union shall notify the City in writing of the individuals selected as soon as possible.

H. Public Documents

The City shall provide a copy of documents and other public materials relating to matters within the scope of representation to the Union upon request. Such materials, including the annual budget, shall be provided free of charge.

I. Use of Bulletin Boards

The Union may use portions of City bulletin boards in accordance with law and under the following conditions:

1. Bulletin boards may be used solely for the purpose of posting or distributing notices or announcements for such things as social events, recreational events, Union meetings, results of Union elections and reports of Union minutes.
2. All materials must identify the Union.
3. Materials that violate City policies and/or the law will be removed; provided, however, the Department Director shall first discuss this removal with the Human Resources Officer or his/her designee and the Union.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of the bulletin boards are to be allocated to Union materials.

J. Union Orientation

The City shall allow Union representatives the final fifteen (15) minutes of the agenda during city-wide scheduled new employee orientation programs to provide information regarding the benefits and obligations of Union membership. Current employees transferring into a position represented by this Union shall be authorized to attend this portion of the new employee

orientation. The Union representative shall not make any comments that malign the City, its employees or its officials. The City shall provide the Union with at least five (5) days advanced notice of orientations.

K. Advance Notice

The City will provide written notice to, and upon request, meet and confer with the Union at least fourteen (14) calendar days prior to implementation of revised job descriptions for those positions represented by SEIU Crew Supervisors.

Whenever the City changes personnel rules or personnel policies, or issues new personnel rules or new personnel policies, the Union will be given written notice at least fourteen (14) calendar days, absent emergency, before the effective date of the rule or policy. This notice is provided in order that the Union may meet and confer with the City before the rule or policy becomes effective, if the Union so requests.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

1. Effective with the first full pay period following ratification and approval of this Memorandum of Understanding ("MOU"), annual salaries of classifications represented in this Unit shall be increased by three and a half percent (3.5%) on the salary schedule.
2. Employees will receive a three and a half percent (3.5%) increase on the salary schedule effective with the last pay period in April 2018.
3. Employees will receive a three and a half percent (3.5%) increase on the salary schedule effective with the last pay period in April 2019.

Unit members shall receive a one-time \$2,500 off-salary-schedule payment in the first full pay period following ratification and approval of this MOU.

B. Bilingual Premium

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. Reference Administrative Memorandum 89-03.

D. Special Assignment Pay

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class." Reference Administrative Memorandum 92-01.

1. Temporary Upgrade Pay (Special Assignment Pay While Working Out of Class). An employee who is assigned by the Department Director to all the duties of a higher classification for a limited duration (up to six months), while relieved of the duties of the employee's current position, shall receive a ten percent (10%) Temporary Upgrade

Pay while performing those duties. Such pay shall start on the first day of assignment and be based on the employee's established base salary.

Requests for Temporary Upgrade Pay must be turned in to a supervisor within the pay period the duties of the higher classification were worked.

2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Department Director 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 Department Director 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.

E. On Call Pay

The City shall provide compensation at the flat rate of two hundred and twenty-five dollars (\$225) per workweek period that an employee is assigned to be on an "on call status" and is expected to be available for work. On call personnel will be selected preferably from volunteers. Selection will be made by the section manager. Such selection is subject to the approval of the Department Director or designee.

Personnel selected must, in the opinion of the supervisor, be qualified to perform all emergency tasks required. In the event there is not a sufficient number of volunteers, qualified employees will be selected generally by rank and seniority, more junior employees selected first. Selected employees will generally remain on call for a period of two (2) weeks; such period to coincide as nearly as possible with that of a bi-weekly pay period. On call assignments shall be rotated by seniority among qualified workers in each section that requires workers to remain on call. Departments may adopt rules and procedures implementing on call policy.

F. Differentials

An employee assigned by management to perform specific duties as established by management shall receive additional compensation as follows, unless the specific duties are included in their job description:

1. night watering - 5%
2. chipper operation - 5% (non-forestry employees only)
4. tree trimming - 5% (for employees not regularly assigned to crews while using an aerial lift and pneumatic or hydraulic pruners in the trimming of trees over ten (10) feet in height in emergency situations).

The premium pay shall be for all hours actually assigned.

G. Certificate Fees

Subject to job-related need as determined by appropriate City management, the City shall pay the full cost of the following certificates:



Pesticide Applicators Certificate  
Backflow Testing Certificate  
Arborist Certificate  
Wastewater Certificate  
EPA 608 Certificate  
Storm Water Inspector Certificate  
POST (Penal Code § 832) Certificate  
Nat'l Institute of Automotive Service Excellence (ASE) Certificate  
Traffic Signal Technician I/II/III

Any employee who was receiving pool certificate pay on and after January 1, 2017 shall be grandfathered to continue to receive this certificate pay.

H. Certificate Premium Pay

Employees will be eligible for a maximum of seven and a half percent (7.5%) of base salary for certificate premium pay. The City will pay 2.5% per job-related certificate identified above. The certificates the employee receives premium pay for may be required by and imbedded in the job description. This premium pay will be discontinued upon expiration of certification unless timely proof of recertification is submitted.

I. Longevity Pay

Employees who have attained twenty (20) years of service with the City of Salinas shall permanently receive a longevity pay incentive of an additional five percent (5%) base salary in recognition of their time in service.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Insurance / Cafeteria Plan

1. Dental and Vision Premiums

- a. The City will pay the full amount of premiums for dental and vision plans for employee and eligible dependents for employees in regular, full-time positions (40 hours per week).
- b. The City will pay the full amount of premiums for dental and vision plans for the employee only for employees working in budgeted regular, part-time positions.

2. Health Premiums

- a. The City will pay the full amount of premiums for the PERS Choice health plan for regular, full-time employees and eligible dependents until the first full pay period of December 2019.
- b. The City will pay the full amount of premiums for the PERS Choice health

plan for regular, part-time employees for employee only coverage until the first full pay period of December 2019.

- c. Beginning in the first full pay period of December 2019, regular, full-time employees (based on level of coverage selected by employee) and regular, part-time employees (with employee only coverage) shall contribute an amount toward monthly health premiums equal to four percent (4%) of the premium for the PERS Choice health plan and not to exceed the following amounts:
  - i. Employee only: \$25 per month
  - ii. Employee plus one: \$50 per month
  - iii. Employee plus family: \$75 per month.
- d. The employee shall pay for premium costs, as indicated above, through payroll deductions.

The City contribution to the Cafeteria Benefit Plan shall be \$684.11 per month for participants who elect to opt out of health coverage and participate in the Cafeteria Benefit Plan. Employees may withdraw from the Cafeteria Benefit Plan Program and participate in the City's Paid Health Insurance Program as described above.

3. Premiums for Employee on Disability Leave

The City shall pay the City's portion of the health insurance premium, to the extent required by law, for an employee who is on approved medical leave.

4. Retiree Participation

Employees who retire from the City and qualify as "annuitants" under the California Public Employees' Medical and Hospital Care Act (PEMHCA) are enrolled by CalPERS in the applicable group health plan as a retiree, and must enroll in Medicare at age 65 or as soon as they become eligible.

B. Long Term Disability

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - no maximum monthly benefit.

C. Life Insurance

The City shall provide term life insurance for each regular employee represented in this unit in an amount of one time annual salary subject to a minimum amount of \$50,000.

D. Management Leave

Subject to administrative direction, management benefits shall include one hundred thirty (130) hours of management leave per year.

E. Retirement Benefits

1. New York Life Participants

Effective for the term of this Agreement, employees enrolled in the City's New York Life Retirement Program shall pay four and one-half percent (4½%) of salary as the "employee-paid" contributions to the City's New York Life Retirement Program. The City shall pay all contributions in excess of the employee-paid contribution.

2. CalPERS Classic Employees

Effective for this term of this Agreement, employees enrolled in the California State Public Employees' Retirement System (PERS) shall pay seven percent (7%) as the employee-paid contribution.

3. CalPERS New Members

Employees who are defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

F. Physical Fitness/Wellness Program

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

- Reimbursement shall not exceed \$500 per calendar year, per employee, and
- Reimbursement shall be made once a year during the month of January and requires submission of actual receipts.

2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Testing for this program will be held in the summer of each year with payments in or around July. 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 thirty (30) calendar days of the date of the last testing each year as follows.

Employees achieving Level 4	-	\$500 fitness premium
Employees achieving Level 5	-	\$750 fitness premium
Employees achieving Level 6	-	\$1,000 fitness premium

Hartnell College shall update the Physical Fitness Assessment test as needed to maintain appropriate standards. The City shall review changes to the test with the Union in a labor-management committee meeting prior to the implementation of any new test.

G. Uniform Allowance

1. The City shall provide five (5) uniform shirts and/or pants at hire and each twelve (12) months thereafter (on or about the anniversary of hire) to each employee in the Unit.
2. The City shall provide laundry service on a weekly basis or as reasonably needed for maintenance of uniforms.
3. The City shall pay a footwear allowance of two hundred fifty dollars (\$250), payable in the pay period inclusive of December 1 of each year, to each Unit employee, to be used for purchase of footwear approved by the department.
4. The City shall provide employees with attire for inclement weather (hats and rain gear) as needed upon request.

H. Safety Eyewear

The City shall provide, on an annual basis, prescription safety eyeglass protection to Unit members who are assigned to the urban forestry tree trimming crews, wastewater crews, or fleet equipment maintenance shops, as needed. Additionally, Unit members outside these assignments may be eligible for this benefit subject to the determination by the City. The City will determine the type of frame to be used.

SECTION 8 - LEAVE PROVISIONS

A. Holidays (*8 hour days*)

1. 

Fixed Holidays	Date
New Year's Day	January 1
Martin Luther King Jr.	Third Monday in January
Lincoln's Birthday	February 12
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
2. Two (2) floating holidays
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.

B. Annual Leave

Annual Leave shall be as provided in Section 11.4 of the Personnel Manual. Benefit is calculated at an 8-hour day.

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

C. Bereavement Leave

Employees represented by the Union shall be entitled to four (4) days of leave with pay for the death of a family member. Up to five (5) days of leave with pay may be authorized to an employee who travels out of the state to attend the funeral of the deceased family member. All provisions of the Personnel Manual regarding Bereavement Leave (Section 11.9) shall apply. Registered Domestic Partners will be recognized. Family member includes:

Husband	Mother-in-Law	Step-Child
Wife	Father-in-Law	Step Brother/Sister
Father	Sister-in-Law	Step-Mother
Mother	Brother-in-Law	Step-Father
Child	Legal Guardian	Step-Mother-in-Law
Brother	Sister	Step-Father-in-Law
Grandparent	Grandchild	Aunt
		Uncle

D. Family & Medical Leave

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in the Administrative Memorandum 94-1, as amended. The City agrees to provide leave benefits in accordance with the Healthy Workplaces, Healthy Families Act of 2014 and any other applicable laws.

## SECTION 9 - WORKING CONDITIONS

A. Grievance Procedure

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

The Grievance/Appeal process shall be amended so that the decision of the Grievance Board shall be directly appealable to the City Council.

The Employee Grievance Procedures process shall be amended so that the Grievance Board shall be composed of one (1) representative selected by the City and one (1) representative

selected by the Union. The third (3<sup>rd</sup>) member of the Board shall be selected by the two seated grievance board members from a list of seven arbitrators provided by the State Mediation and Conciliation Service. In the alternative, the grievance board may direct the parties to select the third (3<sup>rd</sup>) member arbitrator by alternately striking names from the list provided by CSMCS. All costs associated with the services of the third (3<sup>rd</sup>) member shall be shared equally by the City and the employee.

#### B. Performance Evaluations

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the Department Director. Within ten (10) working days of the receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the Department Director shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the Department Director shall respond in writing to the employee. The decision of the Department Director shall be final and not subject to the grievance procedure.

Performance evaluations will include notations of the employee's significant extra efforts, job related training, commendations and all positive written input.

The parties agree that changes to this section made by mutual agreement during the term of this agreement shall be incorporated.

#### C. Probationary Review

Probationary employees shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within ten (10) working days of the effective date of the disciplinary action or it is waived. The request for review shall be made to the Human Resources Officer or his/her designated representative who shall review the matter within five (5) days of the request. The findings of the Human Resources Officer or his/her designee shall be final. This provision is subject to the Personnel Rules and Regulations and the Personnel Rules and Regulations shall supersede this section.

D. Overtime

Emergency Call Back

When an employee is called back to work on other than a scheduled basis, such employee shall be paid at one and one-half (1½) times the established rate of pay for the hours worked, but in no event for less than two (2) hours.

E. Work Schedule Change

The City agrees to provide three (3) working days advance notice of shift changes. This section does not limit the City's right to make shift changes without three (3) working days notice in case of emergency or operational necessity as defined by management.

F. Split Weekends

The City will review with the affected employee(s) the weekend schedules at City parks and golf facilities in an attempt to accommodate the employees' scheduling preferences. In the event employee preferences cannot be accommodated, weekend work shall be assigned after consideration of appropriate job skills, seniority, past weekend service and the needs of the City. In the event that future Park work groups are similarly affected, the same consideration shall apply. Other options shall be considered at the employee's request.

G. Mechanic's Tools

No employee shall be required as a condition of employment to use his or her own tools on the job. The City shall supply and maintain all tools as are necessary to do the work.

H. Respirators & Personal Protective Equipment

The City shall continue to provide respirators and other protective equipment in accordance with Cal/OSHA requirements.

I. Tree Crew Assignment

The City shall not assign a tree crew employee to work "out of bucket" on a continuous basis in the event that the employee requests an alternate assignment due to fatigue caused by such work.

A tree crew employee, who has been working "out of bucket" may request an alternate work assignment due to physical fatigue which may be caused by such work.

If such request(s) occur with any regularity, the City continues to have the right to reassign/reclassify the employee subject to availability of any alternative position for which the employee is qualified. If no such alternative position is available the City has other rights to exercise.

J. Contracting Out

The City agrees to meet and consult with the Union at least ten (10) working days in advance on the impact of the issue of contracting out for services which would displace currently employed personnel. "Displace" is defined as termination due to lack of work or downward reclassification due to lack of work.

The City reserves the right, after meeting its obligations under law, to contract out any or all services currently performed or to be performed in the future. However, during the term of this Agreement no incumbent bargaining unit employee shall be laid off due to City-initiated contracting out.

K. Alternate Hours of Work Policy

During the term of this Memorandum of Understanding, the City shall work with the Union to develop an Alternate Hours of Work Policy within the following parameters:

1. City work flow or output shall not be impaired in any way.
2. The City will attempt to accommodate the employee's needs, i.e., request will be evaluated on a case-by-case basis.
3. A supervisor shall not be able to work alternate hours if it results in a subordinate being unsupervised at any time.

L. Contingent Workforce

City and Union agree that there will be no contingent workforce additions that would result in layoffs of incumbent bargaining unit employees.

M. Compensatory Time

Accumulation of compensatory time shall be limited to eighty (80) hours, with full buy-out at the appropriate rate of pay upon separation of employment with the City.

## SECTION 10 - COMMITTEES

A. Safety Committee

The City and the Union shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Union may appoint one member to serve on any Safety Committee within the scope of Union representation. The rotation policy (six-month rotation, one-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.

The purposes of the Safety Committee are as follows:

1. To review accidents which occurred since the last meeting of the Safety Committee and



- to recommend corrective action.
- 2. To develop and implement an accident prevention program.
- 3. To develop and implement a recognition program for personnel who achieve accident free records or who make significant contributions to the Safety Program.
- 4. To serve as Liaison between management, the Safety Committee, and the work-group members and provide a conduit of information about safety.
- 5. To discuss safety before an accident occurs instead of after the accident.

The Safety Committees will meet at least quarterly and will provide copies of the minutes of each meeting to the City Manager.

B. Deferred Compensation Committee

The City's Deferred Compensation Committee shall include one (1) employee designated by both the SEIU and Crew Supervisor representation units. The designated employee must be a participant in the City's Deferred Compensation Program.

C. Labor-Management Committee

The City will work with the Union through the existing Labor-Management Committee to continue dialogue on budget and finance issues affecting City operations and Union represented personnel.

## SECTION 11 - STUDIES

A. Reorganization

City will discuss reorganization plans and recommendations with the Union prior to submission of recommendations to City Council. During the term of this Agreement, any incumbent bargaining unit employee whose compensation would be negatively impacted because of reorganization(s) shall have his/her salary Y-rated.

B. Salary Study

The City shall conduct a classification and compensation study for unit positions no later than December 31, 2017. The parties agree to meet and confer over the implementation of the study and the findings.

## SECTION 12 - MISCELLANEOUS

A. Savings Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

B. Accommodations for Employees with Disabilities

Employees with disabilities may request reasonable accommodations under state and federal law.

C. Catastrophic Leave Policy

Unit employees may participate in and make contributions to the catastrophic leave plan as described in Appendix B.

D. Safety for Employees

The City will provide procedures and training for responding to threats to the safety of employees for all work locations. This shall include coverage of emergency evacuation plans. These issues may also be discussed in the safety committee meetings.

SECTION 13 - PROHIBITION OF JOB ACTION

A. Prohibition of Job Action

Notwithstanding any other provisions of this Memorandum of Understanding (MOU), City rule, regulation, ordinance, past practice or policy to the contrary, both parties to this MOU and each employee in a classification represented by the Union agree that:

1. An employee who engages in any prohibited or unlawful concerted activity or any type of job action which results in less than the full and faithful performance of the duties of employment, shall not be entitled to any wages or City-paid benefits whatsoever for the period of the job action. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and opportunity for the employee to respond in writing. Employees shall have no right to appeal pursuant to the Personnel Rules and Regulations, any action by City in implementing this provision.
2. In addition to the administrative adjustments agreed to hereinabove, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
3. If the City Council, by majority vote, determines to its satisfaction that Subsection A hereinabove has been violated by the Union or an employee, the City may take such action(s) as it deems appropriate including, but not limited to, the actions set forth in Subsections hereinabove as to an employee and termination of Section 5 of this Memorandum of Understanding as to the Union.
4. The Union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make at least supererogatory efforts toward convincing all employees in this unit to fully and faithfully perform their duties.
5. In the event of any activity prohibited by this section, the Union, its representatives, and represented City employees agree to take any appropriate steps necessary to assure

compliance with this Memorandum of Understanding.

B. Maintenance of Operation

The Union agrees that during the term of this Memorandum of Understanding neither the Union nor any representative acting on its behalf will cause, authorize, engage in, condone, or sanction a strike, sick in, work stoppage, slow down, or picketing (other than informational picketing on employees own time).

SECTION 14 - TERM

The term of this Memorandum of Understanding shall commence upon ratification and approval and shall expire on April 30, 2020, except as otherwise provided in this Memorandum of Understanding.

DATED \_\_\_\_\_

DATED April 11, 2017

CITY OF SALINAS

SEIU CREW SUPERVISORS UNIT

\_\_\_\_\_  
Ray E. Corpuz, Jr., City Manager

\_\_\_\_\_  
Ray Lema, Co-President

\_\_\_\_\_  
Victor Bacz, Co-President

\_\_\_\_\_  
DNZ

## APPENDIX A

### JOB CLASSIFICATION

24.5311	PARK MAINTENANCE.CREW SUPERVISOR
23.5306	URBAN FORESTRY CREW SUPERVISOR
23.5341	EQUIPMENT MECHANIC CREW SUPVERVISOR
23.5381	FACILITY MAINTENANCE MECHANICAL CREW SUPERVISOR
23.5456	PUBLIC SERVICE MAINTENANCE CREW SUPERVISOR
24.5461	S/L TRAFFIC SIGNAL CREW SUPERVISOR

## APPENDIX B

### Catastrophic Illness Leave Donation Program

A catastrophic illness or injury is one which is expected to incapacitate a regular employee or immediate family member (as defined under the FMLA) for an extended period of time, and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave.

The Catastrophic Illness Leave Policy shall allow an employee who is on Family and Medical Leave to request donations of paid leave from fellow SEIU Union employees.

#### Conditions

1. Conditions under which leave credits may be donated to a time bank:
  - a. An employee may donate annual leave or sick leave.
  - b. The minimum donation of leave time is four (4) hours.
  - c. The donation of leave hours is irrevocable. Unused hours stay in the Leave Bank unless program terminates.
  - d. The recipient, in accordance with regulations of the Internal Revenue Service and Franchise Tax Board, shall pay state and federal income tax on the value of leave donated.
  - e. Leave shall be converted to its cash value at the time donated at the donor's base hourly rate and deposited into the Leave Bank. It shall then be credited to the recipient in equivalent hours figured at the recipient's base hourly rate at the time the leave is used.
2. Conditions under which leave credits in a time bank may be used:
  - a. The affected employee shall provide verification of the illness or injury from an attending physician.
  - b. Time off beyond that which is provided under FMLA must be approved by the City Manager.

#### Implementation Steps to Establish a Time Bank

1. The SEIU Leave Bank Committee shall:
  - a. Establish and administer the Leave Bank.
  - b. Require employee's donations be made directly to the SEIU Leave Bank Committee and/or SEIU President to ensure that the employee's decision to donate or not to donate is kept confidential.
  - c. Immediately investigate any allegations of pressure or coercion in the solicitation of donations for the Leave Bank, and take appropriate action to eliminate such pressure

or coercion.

- d. In the event the employee's qualified family member passes away, the SEIU Leave Bank Committee may extend the leave time beyond one (1) additional pay period, after bereavement leave is used, if approved by the City Manager.
- e. Require proof of eligibility from the employee benefiting from the Leave Bank, as well as a signed agreement allowing publicizing of the employee's situation.
- f. Reach agreement between the employee benefiting from the Leave Bank and the SEIU Leave Bank Committee and/or SEIU President on the content of the in-house publicity.
- g. Publicize the establishment of the Leave Bank Program.
- h. In cases of denial, convene a review panel that shall be comprised of two SEIU Leave Bank Committee representatives, the affected employee and a Volunteer representative from the employee's department.
- i. Review all donations for compliance with this policy.
- j. Notify the recipient that he/she is using donated leave hours.

2. The Finance Department shall:

- a. Advise the SEIU Leave Bank Committee and/or SEIU President as to the established payroll guidelines and require that the donation information be submitted in accordance to these schedules.
- b. Make appropriate payroll and leave balance adjustments for both the recipient and the donor.
- c. Convert all donated hours into dollars at the hourly rate of the donor at the time the hours are donated, and then credit the recipient in equivalent hours at the recipient's base hourly rate at the time used.

The SEIU Leave Bank Committee and/or SEIU President and the Finance Department shall keep track of all hours donated and used in the Leave Bank Program. If the SEIU Leave Bank Committee and/or SEIU President agrees to terminate this program, any hours left in the bank shall be credited to the donor on a prorated basis.

The Finance Department, Human Resources Department and the SEIU Leave Bank Committee and/or SEIU President reserve the right to modify this program once it has been established to correct any procedural errors or issue