

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE SALINAS MUNICIPAL EMPLOYEES ASSOCIATION

SECTION 1 – PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas ("City") and the Salinas Municipal Employees Association, a Chapter of Service Employees International Union, Local 521 ("Union"). 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-Milius-Brown Act ("MMBA"), 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 reserve 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 shall 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 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 Union as the

recognized employee organization of the representation 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 shall 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)(2) below.

2. Administrative Provisions for Agency Fee

- a. **Employee's Financial Obligation to Union for Performance of Duty of Fair Representation in Role of Employee's Agent**

An employee who is not exempt pursuant to Subsection 5(B)(2) below and who has not voluntarily made application for membership in the Union within thirty (30) calendar days of the date upon which the employee is employed must, as a condition of employment, pay monthly by payroll deduction to the Union an Agency Fee as determined by the Union in accordance with law in exchange for agent services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of such employee.
- b. **Amount of Agency Fee**

The amount of the Agency Fee collected by the City monthly from a non-Union employee shall be determined by the Union. Such Agency Fee shall be a percent of the Union's normal dues fee and general assessments to members which does not:
 - (1) Exceed the Union's normal dues and general assessments to members.

- (2) Include Union expenses for political or ideological efforts.
- c. Any dispute over the amount of the Agency Fee shall be resolved pursuant to "Rules for Impartial Determination of Union Fees" promulgated by the American Arbitration Association of June 1, 1986 (as may be revised).
- d. Financial Documentation of Amount of Agency Fee
The Union shall make available such financial reports that satisfy the requirements of Government Code Section 3502.5.
- e. Payment of Agency Fee
A non-Union employee, who is not exempted pursuant to Subsection 5(B)(2)(g) below shall sign and present to the City an authorization form, determined to be appropriate by the Union, which authorizes the City to deduct the Union determined Agency Fee for payment to the Union.
- f. Dispute Over Payment of Agency Fee
If a non-Union employee is not exempted pursuant to Subsection 5(B)(2)(g) below and does not sign and present the appropriate authorization form to the City within thirty (30) days of employment, the City shall automatically deduct an Agency Fee from such employee's pay.
- g. Exemptions
An employee shall not be obligated to pay an Agency Fee if:
 - (1) The employee is a supervisor. For purposes of this Memorandum of Understanding, a "supervisor" is defined as: any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
 - (2) The employee is a confidential employee. For purposes of this Memorandum of Understanding, a "confidential employee" is defined as: any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions.
 - (3) The employee is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a Union.
 - (4) The employee is not on paid status for at least the two prior pay periods.

- (5) The employee has other payroll deductions that, after deduction from the employee's gross pay in the following priority order, do not leave sufficient funds to deduct an Agency Fee.

3. 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)(2) 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.

4. Hold Harmless

The Union shall hold the City harmless and shall fully and promptly reimburse the City for any fees, costs, charges, penalties, or judgments, incurred by the City in responding to or defending against claims, disputes, or challenges which are brought against the City or any of its agents in connection with the administration or enforcement of any provision of this Section. Such reimbursement includes, but is not limited to, court costs, litigation expense, and internal and external attorney's costs incurred by the City.

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.

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 first ten (10) working days of the month of June of 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 the letter of revocation to the Union within 48 hours of receipt.

The Union agrees to indemnify, defend and hold the City 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.

The Union shall indemnify and defend and hold the City harmless against any claims made and against any suit instituted against the City on account of collection of Union dues and other mutually agreed upon payroll deductions. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

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 release time for up to four (4) official SMEA representatives 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 name, classification, date of hire, work location, home address, home or cell number, and work email addresses, if available, of each represented employee, except for any employee who has requested that such information not be disclosed to the Union. 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 ten (10) stewards for the purpose of the processing and investigation 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.

A steward shall 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 excepted 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.

Stewards may reasonably use City fax and copy machines and telephones for purposes of contract administration as described in this section including communication with Management and the Union.

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 shall 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 portions 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.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

Wages of classifications represented by this Union shall be increased as follows:

1. Two and one half percent (2.5%) on the salary schedule effective with the first full pay period following ratification and approval of this Memorandum of Understanding ("MOU").
2. Two and one half percent (2.5%) on the salary schedule effective with the last pay period in April 2018.

3. Two and one half percent (2.5%) on the salary schedule effective with the last pay period in April 2019.

Unit members shall receive a one-time \$2,000 off-salary-schedule payment in the first full pay period after ratification and approval of this MOU.

B. Flexible Compensation Plan

1. January 1 of each year, a regular employee in the unit shall receive a Flexible Compensation Plan equal to a total of five percent (5%) of the employee's base salary, which may, subject to administrative discretion, be used for employee health insurance premiums, additional life insurance, deferred compensation, flexible leave or cash.
2. The Flexible Compensation Plan is subject to IRS rules and regulations.

C. 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.

D. Special Assignment Pay

The City has established two categories of special assignment pay.

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 submitted within the pay period in which the special assignment was 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. Differentials

1. Shift Differential for Police Department Civilian Assignments – Five Percent (5%)

A 5% shift differential is paid to Police Department employees in the classifications of Police Services Technician, Supervising Police Services Technician, Word Processing Operator, Supervising Word Processing Operator, and Community Service Officer who are routinely and consistently assigned by the Police Chief, or his/her designee, to work other than a standard daytime shift and:

- (1) Work holidays and weekends on a regular basis, or
- (2) Work the majority of their assigned shift during the hours of five p.m. and eight a.m.

2. Split Shift Differential for Library Employees - five percent (5%) for those days on which the employee's shift is split.

Library employees who are assigned a split shift with less than seventy-two (72) hours notice shall be compensated at time and one-half for the split shift hours worked.

3. On-Call Pay - The City shall provide on-call pay compensation at the flat rate of one hundred fifty (\$150) dollars for the 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 shall be selected preferably from volunteers.

Selection shall be made by the section supervisor. Such selection is subject to the approval of the Department Director or designee.

Personnel selected shall, 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 shall be selected generally by rank and seniority, more junior employees selected first. Selected employees shall 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.

4. Certification Pay - Employees shall be provided two and one-half percent (2½%) premium pay for each additional job related certification, not required for the position, contingent upon Department Director approval, for a maximum of seven and one-half percent (7½%). Classifications included in this certification pay are:

Building Inspector Series	Fire Plan Checkers
Code Enforcement	Fire Inspectors
Building Permit Specialists	
Plan Checkers	

5. Engineering Registration Premium

Any person filling a position in the professional engineer classification series shall be compensated at a rate of five percent (5%) higher than the normal step provided such person is currently registered as a professional engineer under the laws and regulations of the state of California. Current positions are Junior Engineer and Assistant Engineer.

6. Educational Incentive for Librarians

An educational incentive in the amount of two and a half percent (2.5%) of base pay will be paid to Librarians with a Master in Library Science (MLS) or a Master of Library and Information Science (MLIS).

7. Police Records Assignment Premium

A police records assignment premium in the amount of two and a half percent (2.5%) of base pay will be paid to Police Services Technicians and Supervising Police Services Technicians who are routinely and consistently assigned to the police records duties. SMEA agrees to an extension of the normal probationary period for Police Services Technicians from six (6) months to twelve (12) months.

8. Search Pay Premium

A search pay premium in the amount of 2.5% of base pay is paid to Police Department employees in the classifications of Police Services Technician, Supervising Police Services Technician, Word Processing Operator, and Supervising Word Processing Operator who are routinely and consistently assigned to search and process criminal suspects and arrestees, by conducting body strip searches and/or observing/collecting urine samples. Community Service Officers shall be eligible for this premium for time worked actually conducting body strip searches and/or observing/collecting urine samples.

The City shall provide annual safety training on conducting searches to such employees.

9. Hazardous Conditions Differential

Hazard premium pay of 5% may be provided to employees who are requested to work in conditions that are unusually hazardous due to factors such as extreme weather or major incidents. This pay applies to hours when the employee is actually performing duties in such hazardous conditions. Authorization for this pay is within the sole discretion of the Department Director or designee.

F. 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. All bargaining unit employees shall receive the longevity pay on the anniversary date upon reaching twenty (20) years.

SECTION 7 – BENEFITS

A. Health, Dental and Vision Plan

1. Dental and Vision Premiums

- a. The City will pay the full amount of premiums for dental and vision plans for 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 employee only coverage for regular, part-time employees.

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 the 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.

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 benefit program.

C. Life Insurance

The City shall provide \$50,000 of term life insurance for each regular employee represented by the union.

D. Uniform Provision

- 1. The City shall provide to employees in the Union who are required by the Department to wear uniforms, three (3) uniform pants or skirts, three (3) uniform shirts, and one (1) uniform sweater upon hire and each year thereafter on or around the employee's

- anniversary of hire. If the employee is required to wear a uniform jacket and vest, such shall be provided.
2. The City will replace or repair uniforms damaged while performing job duties, when needed in the opinion of the Department Director or designee.
 3. The City shall determine the most efficient/economical method of providing for such uniforms.
 4. The City shall pay a footwear allowance of two hundred fifty (\$250) dollars per calendar year to each employee in a classification that is listed on the Human Resource Officer's list of authorized classifications, to be used for purchase of footwear approved by the department. The footwear allowance shall be prorated for the year. A list of classifications is located in the Finance Department.
 5. The City shall provide employees with attire for inclement weather (hats and rain gear) as needed upon request.
 6. Unit employees who believe ballistic vests or other safety equipment is necessary for their safety shall request a meeting with the Department Head. The Department Head shall meet with the employee(s) and consider this request.

E. Tuition Assistance

An employee shall be allowed up to one thousand (\$1000) dollars per calendar year for tuition and books on a reimbursement basis upon successful completion of an approved (by the Department Director and the Human Resources Officer) course of study and/or individual courses. Eligible expenses are defined as costs for classes that meet the following criteria:

- Approval is obtained prior to attending class
- Are directly related to an employee's job duties
- Receive college units, CEU credit, or are presented by a bona fide, recognized firm or training 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 shall not be made without such documentation.

Reimbursement for training classes, seminars and workshops that 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 that are part of an approved academic course of study shall be eligible for reimbursement under this program.

F. Retirement Benefits

1. New York Life Participants

Employees shall pay four and one-half percent (4½%) of salary as the "employee-paid" contribution to the City's New York Life and ICMA Retirement Programs. The City shall pay all contributions in excess of the employee-paid contribution.

2. PERS Classic Employees

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

3. PERS New Members

The formulas above do not apply to "new members" as defined under the Public Employees' Pension Reform Act of 2013 ("PEPRA"). New members are subject to all applicable PEPRA provisions, including the 2% at age 62 formula. Retirement calculation will be based upon the highest consecutive three-year average of earnings or as otherwise provided by law. Each new member will contribute 50% of the normal cost of his/her benefit as determined by PERS.

G. Physical Fitness/Wellness Program

1. The City shall 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 five hundred \$500 dollars 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. Effective for the term of this Agreement, 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 Fitness Assessment Program, administered through Hartnell College in or around June/July of each year. Payment of the annual fitness premium shall be made within thirty (30) calendar days of the date of the last testing as follows:

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

SECTION 8 - LEAVE BENEFITS

A. Holidays

- | | |
|-------------------|-----------|
| 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 Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
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. Two (2) floating holidays per 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.

B. Annual Leave

Annual Leave shall be as provided in Section 11.4 of the Personnel Manual.

1st through 5th year	22 days per year	6.77 hours/pay period
6th through 10th year	27 days per year	8.31 hours/pay period
11th through 15th year	29 days per year	8.92 hours/pay period
16th through 17th year	30 days per year	9.23 hours/pay period
18th through 19th year	31 days per year	9.54 hours/pay period
20th through 24th year	32 days per year	9.85 hours/pay period
25th through retirement	33 days per year	10.15 hours/pay period

Employees represented by the Union are eligible for the Annual Leave Buyback Program provided for in Section 11.4(E) of the City Personnel Manual.

C. Bereavement Leave

Employees represented by the Union shall be entitled to four (4) working days of leave with pay for the death of a family member. Up to five (5) working 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	Grandparent
Wife	Father-in-Law	Grandchild
Father	Sister-in-Law	Legal Guardian
Mother	Brother-in-Law	Aunt
Child	Step-Child	Uncle
Brother	Step-Father	Step Brother/Sister
Sister	Step-Mother	Step Father-in-Law
		Step Mother-in-Law

D. Family & Medical Leave

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the City 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/Disciplinary Action Appeal Procedure

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

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 (3rd) 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 (3rd) member arbitrator by alternately striking names from the list provided by CSMCS. All costs associated with the services of the third (3rd) member shall be shared equally by the City and the employee.

B. Performance Evaluations

An employee who does not agree with the overall rating that 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 that 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 shall 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. 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 shall attempt to accommodate the employee's needs, i.e., request shall 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.

D. Library Employees

1. The City shall furnish parking permits to all Library employees for the upper deck of the City parking garage on Salinas Street. It should be understood that this accommodation is dependent on the future availability of parking spaces in that structure. When and if the granting of free parking permits to Library employees has an adverse effect on the availability of spaces for public use, the City reserves the right to terminate this privilege.
2. Step increases in compensation shall be awarded on a pro rata schedule based upon the number of hours the individual has actually worked. As an example, an employee who works only twenty (20) hours a week would receive his/her step increase only after serving twice the normal time requirement identified in the Personnel Rules and Regulations.
3. All regular Library personnel shall be paid at the time and one-half (1-1/2) compensation rate for holiday work.
4. All employees who are assigned to empty the book bin on a listed holiday shall receive three (3) hours of pay at straight time for completing such assignment.
5. The City shall provide Library employees with periodic briefings from the Human Resources Division. The Union shall notify the City when such briefings are desired and what subject matter shall be discussed.

6. At least twice each month, Library employees covered by this Agreement shall be scheduled so that he/she shall have two (2) consecutive days off. If an employee is unable to be scheduled in such a way allowing at least two (2) consecutive days off, twice in each calendar month, the employee shall be compensated at time and one-half (1-1/2) for the two days worked in the calendar month in lieu of the second two (2) consecutive days.

If the City implements a seven (7) day per week opening of any of its Library facilities, employees assigned to that facility shall be scheduled in such a way to guarantee at least three (3) separate consecutive two (2) days off each month.

E. Police Department Employees Re: Assignment Transfers Between Administration, Statistics, Investigations, and Records

1. Prior to reassignment of an employee from a position to an open position within the employee's classification, the Department shall request Letters of Interest from employees in the classification who desire reassignment to the open position.
2. The Letters of Interest shall contain an explanation of the employee's interest and qualifications for the open position.
3. An employee in the same classification as the open position's classification shall be selected to fill the open position provided that the employee is determined by the Department to be qualified.
4. If the Department determines that the levels of qualifications and interest between qualified employees are equal, seniority in Department service shall be the tiebreaker for reassignment to an open position.
5. It is the Department's intention that the reassignment be permanent, except that:
 - a. The reassigned employee may request rotation from the assignment.
 - b. The Department retains discretion to rotate or reassign the assigned employee to fulfill needs of the Department.
6. Police Department classifications participating in the 4/10 schedule shall retain the scheduling plan.

F. Overtime

Overtime shall conform to FLSA, Administrative Memorandum dated 86-4, as amended, and the Personnel Rules and Regulations. The City shall pay overtime (in cash or time off subject to administrative rules) after forty (40) hours of continuous at work assignment or paid leave in any one work period.

A unit employee required to work beyond his/her regularly scheduled work shift of either eight (8) or ten (10) hours per day, shall be compensated at time and one-half (1 ½) for the excess hours worked.

Overtime calculations shall include all leave time, (including, but not limited to annual leave, bereavement leave and compensatory time off) which shall be considered part of the employee's workweek.

G. Compensatory Time

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

H. Callback

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. An employee called back more than once during the minimum two (2) hour period shall not receive additional pay for those additional call backs.

I. Work Schedule Change

The City agrees to provide a minimum of two (2) working days advance notice of shift changes. A work schedule change mandated by the City without the minimum two (2) working days notice shall be considered "callback" for purposes of compensation. This section does not limit the City's right to make shift changes without two (2) working days notice in case of emergency or operational necessity as defined by management.

J. Contingent Work Force

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

K. Court Pay

Off duty court pay shall be two (2) hours pay/comp time (employee option) at time and one-half (1½) or time and one-half (1½) for actual hours in court, whichever is greater. Police department employees shall be four (4) hours pay/comp time (employee option) at time and one-half (1½) or time and one-half (1½) for actual hours in court, whichever is greater.

If a court appearance is scheduled within two (2) hours of the beginning of the regular scheduled shift, employee shall receive compensation of time and one-half (1½) from the appearance time to the beginning of the shift.

L. Contracting Out

The City agrees to meet and consult with the Union at least thirty (30) calendar 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. Additionally, the City shall conduct a promotional examination for all vacant positions in order to provide a promotional opportunity for incumbent employees, prior to considering contracting out the services provided by the vacant position.

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.
6. To review and recommend a program for Hepatitis vaccinations for Union employees in "at risk" positions.

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

B. Deferred Compensation Committee

The City's Deferred Compensation Committee shall be expanded to include one (1) employee designated by this Union. The designated employee must be a participant in the City's Deferred Compensation Program.

C. Labor Management Committee

The City shall 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.

The City and the Union shall review the issue of transfer processes for library employees through the Labor Management Committee and shall attempt to resolve the outstanding issues no later than June 30, 2017.

D. Health Care Cost Committee

The City and the Union agree to meet to discuss alternative healthcare options that may benefit City employees and the City once per year or more often as mutually agreed.

SECTION 11 - STUDIES

A. Reorganization

City shall 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 total compensation package Y-rated.

B. Salary Study

The City shall conduct a wage/salary study to start by January 1, 2019 and be completed by December 31, 2019. The completion of this study will not require the City to implement the results.

Police Department Position Review

The City shall conduct a review of collateral duties and certification requirements for bargaining unit positions in the Police Department no later than December 31, 2017. The parties agree to meet and confer on implementation of the review.

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) calendar 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 Plan

As listed in the attached Appendix C.

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.

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.

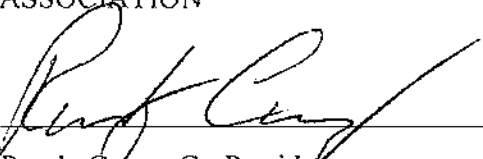
DATED _____

DATED 4/11/2017

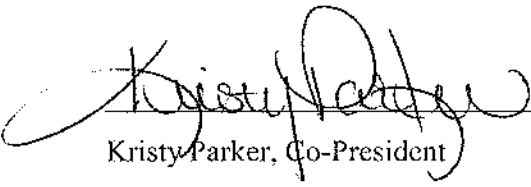
CITY OF SALINAS

SALINAS MUNICIPAL EMPLOYEES
ASSOCIATION

Ray E. Corpuz, Jr., City Manager



Randy Casey, Co-President



Kristy Parker, Co-President



Current SMEA Classifications

Title

Administrative Aide
 Administrative Analyst I
 Administrative Clerk I/II
 Administrative Secretary
 Animal Care Tech
 Animal Control Officer
 Animal Services Supv
 Animal Servs Office Asst
 Assistant Engineer
 Assistant Planner

 Bldg Permit Spec
 Central Services Tech
 Code Enforcement Officer I
 Code Enforcement Officer II
 Comb Bldg Insp I/II
 Comm Improve Asst
 Community Safety Program Coord
 Community Service Officer
 Computer Operator
 Construction Inspector
 Engineering Aide I/II
 Environmental Compliance
 Inspector I/II
 Evidence Technician
 Fire Inspector
 GIS Technician
 Housing Rehab Specialist
 Junior Engineer

Latent Fingerprint Tech
Lib Automation Svc Coord
Librarian I
Librarian II
Library Aide
Library Clerk
Library Page
Library Technician
Literacy Assistant
Literacy Clerk
Literacy Specialist
Neighborhood Svcs Coord
Network System Specialist
Office Assistant
Office Technician
Parking Operation Officer
Permit Center Clerk

Plan Checker I/II
Planning Technician
Plumbing Inspector
Police Services Tech
Project Coordinator
Public Works Assistant
Public Works Compliance Officer
I/II
Purchasing Technician
Recreation Asst
Recreation Coordinator
Secretary
Senior Police Svc Tech
Senior Recreation Assistant

Sports Program Asst
Sr Accounting Clerk
Sr Accounting Technician
Sr Construction Inspector
Sr Evidence Technician
Sr Library Technician
Sr Purchasing Tech
Street Outreach Specialist
Supvsg Police Serv Tech
Supvsg Wrđ Proc Operator
Telecom Service Tech
Word Processing Operator

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 SMEA 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 time 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 SMEA Leave Bank Committee shall:
 - a. Establish and administer the Leave Bank.
 - b. Require employee's donations be made directly to the SMEA Leave Bank Committee and/or SMEA 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 SMEA 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 SMEA Leave Bank Committee and/or SMEA 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 SMEA 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 SMEA Leave Bank Committee and/or SMEA 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 SMEA Leave Bank Committee and/or SMEA President and the Finance Department shall keep track of all hours donated and used in the Leave Bank Program. If the SMEA Leave Bank Committee and/or SMEA 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 SMEA Leave Bank Committee and/or SMEA President reserve the right to modify this program once it has been established to correct any procedural errors or issues.