

# **LAST, BEST, AND FINAL PROPOSAL of the City of Salinas to the Salinas Police Officers Association**

**August 16, 2019**

*Any sections of the MOU not changed remain status quo*

---

## **SECTION 6 - PAY RATES AND PRACTICES**

### **A. Wages**

There is no salary increase for the term of this Memorandum of Understanding (“MOU”).

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

## **SECTION 7 - BENEFITS**

### **A. Health, Dental, and Vision**

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

Effective beginning in the first full pay period following approval of this MOU, the City will contribute an amount toward monthly health benefits premiums for eligible bargaining unit employees equal to 95% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 95% of the cost of the premium for the PERS Choice plan.

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

Employees enrolled in the City’s medical program under the California Public Employees’ Medical and Hospital Care Act (“PEMHCA”) receive a contribution by the City equal to the statutory minimum monthly contribution under PEMHCA. The City contribution amounts described above shall include the PEMHCA statutory minimum contribution.

In the event that new legal requirements of the Affordable Care Act (ACA) are effective during the term of this Memorandum of Understanding, the parties agree to re-open on the limited subject of achieving legal compliance with the ACA.

## **B. Retiree Medical Benefit**

Employees who retire from the City and qualify as “annuitants” under PEMHCA are enrolled by CalPERS in the applicable group health plan as a retiree. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

The City will pay (1) the PEMHCA minimum contribution for annuitants, and (2) twenty-five (25%) percent or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for employees retiring from the City who qualify as annuitants and who were hired with the Salinas Police Department before July 1, 2019. The City payment of the additional benefit beyond the PEMHCA minimum contribution shall be provided for no more than ten (10) years for each employee, and shall be discontinued when the employee or spouse becomes eligible for Medicare coverage, whichever is earlier.

## **G. POST Certificate Pay**

### **1. Intermediate Certificate**

- a. Effective September 12, 2016, an employee who has a Peace Officer Standard Training (POST) Intermediate Certificate shall receive a premium pay of three percent (3%) of base salary.
- b. Effective in the first full pay period in January 2018, an employee who has a POST Intermediate Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary.

### **2. Advanced Certificate**

- a. Effective September 12, 2016, an employee who has a POST Advanced Certificate shall receive premium pay of three percent (3%) of base salary, in addition to POST Intermediate Certificate Pay (3%), for a total of six percent (6%) of base salary.
- b. Effective in the first full pay period in January 2018, an employee who has a POST Advanced Certificate shall receive a premium pay of three and a half percent (3.5%) of base salary, in addition to POST Intermediate Certificate Pay (3.5%), for a total of seven percent (7%) of base salary.

An employee who becomes eligible for the POST Certificate Pay shall retain that eligibility while employed in a classification represented by the Association.

## SECTION 8 - LEAVE PROVISIONS

### A. Holidays

- | 1. | <b>Fixed Holidays</b>     | <b>Date</b>                 |
|----|---------------------------|-----------------------------|
|    | New Year's Day            | January 1                   |
|    | Martin Luther King        | Third Monday in January     |
|    | Lincoln's Birthday        | February 12                 |
|    | Presidents Day            | Third Monday in February    |
|    | Memorial Day              | Last Monday in May          |
|    | Independence Day          | July 4th                    |
|    | Labor Day                 | First Monday in September   |
|    | Veteran's Day             | November 11                 |
|    | Thanksgiving Day          | Fourth Thursday in November |
|    | Friday after Thanksgiving | Day after Thanksgiving      |
|    | Christmas Eve             | December 24                 |
|    | Christmas Day             | December 25                 |
2. Every day appointed by the President or Governor for a public day of mourning, thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
3. All holidays are calculated as eight (8) hours. In recognition of the fact that unit employees are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, unit employees will be paid eight (8) hours of pay for each of the above listed holidays during the pay period in which the holiday falls. Usual wages are paid for time worked; no premium is paid for working on a holiday.

### B. **Annual Leave** *[The City withdraws previously proposed changes in this section.]*

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

1st through 5th year	176 hours per year
6th through 10th year	216 hours per year
11th through 15th year	232 hours per year
16th through 17th year	240 hours per year
18th through 19th year	248 hours per year
20th through 24th year	256 hours per year
25th year and later	264 hours per year

### C. **Bereavement Leave** *[The City withdraws previously proposed changes in this section.]*

An employee represented by the Association shall be entitled to four (4) days of leave with pay for the death of a family member, based on the number of hours regularly scheduled. All provisions of the Personnel Manual regarding Bereavement Leave (Section 11.9) shall apply.

Family member includes:

Husband	Mother-in-Law
Wife	Father-in-Law
Father	Sister-in-Law
Mother	Brother-in-Law
Child	Legal Guardian
Brother	Step-Child
Sister	Step-Father
Grandparent	Step-Mother
Grandchild	Step-Sister
Step-Mother-in-Law	Step-Brother
Step-Father-in-Law	Registered Domestic Partner

## **B. Comp Time**

Accumulation of comp time, in lieu of overtime compensation, shall be limited to 160 hours with an option of full buy-out at the appropriate rate of pay upon separation subject to administrative direction. Comp time accrual is limited to overtime worked covering regular shifts; it does not accrue for working special events or grant-funded activities where employees will be paid out for any overtime.

## **D. Field Operations**

### **1. Shift Assignments**

Officers sign up for shifts by seniority.

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

### **2. Holidays**

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

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

### **3. Vacations**

Vacation time will normally be scheduled in weekly increments by watch. For employees with less than sixteen (16) years tenure with the City, vacation time may not exceed three (3) consecutive weeks in any calendar year. For employees with sixteen (16) years or more tenure with the City, vacation time may not exceed four (4) consecutive weeks in any calendar year. Vacation time is generally limited to no more than thirty (30) working days in any calendar year. Vacation time off is limited to two (2) officers per watch. Vacation scheduling will be determined by seniority. The Police Chief may grant exceptions to the vacation scheduling rules based on the needs of the City and the requests of the employees and as required by law.

Any of the vacation periods having an unassigned slot may be applied for by seniority with the Division Commander's approval.

Police Officers may exchange vacation slots with each other with the Division Commander's approval.

Police Officers may take vacations out of their assigned time period, if staffing permits and with Division Commander's approval.

Field Training Officers (FTOs) will be provided a separate vacation schedule in which they may sign up by seniority.

When the Field Training Officers' vacation schedule is completed and compared against the supervisory schedule, no conflicts shall be allowed, such as a Field Training Officer (FTO) and his/her Sergeant being off in the same vacation slot. In the event of a conflict, the Division Commander will make the decision if the parties cannot resolve the conflict between themselves.

#### 4. Schedules

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

### **E. Investigation**

#### 1. Shift Assignments

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

#### 2. Holidays

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

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

### **G. Training Activities**

The City shall implement training activities to provide each employee with a minimum of forty (40) hours every two (2) years of POST-certified training. These POST-certified training hours shall be provided only if POST provides reimbursement consistent with the POST reimbursement program in effect.



**JOB CLASSIFICATION/SALARY SCHEDULE**

Benefit Group	Grade	Position	Bottom Step Hourly	Bottom Step Monthly	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
21	21.4016	Criminalist			47.9790	8,316	50.3829	8,733	52.8959	9,169	55.5440	9,628	58.3268	10,110	61.2384	10,615
21	21.4021	Police Officer			41.6483	7,219	43.7308	7,580	45.9160	7,959	48.2104	8,356	50.6206	8,774	53.1529	9,213
21	21.4026	Police Officer-New Hire	39.6622	6,875	41.6483	7,219	43.7308	7,580	45.9160	7,959	48.2104	8,356	50.6206	8,774	53.1529	9,213
22	22.4036	Police Recruit			29.5909	5,129										



UNIFORM CLOTHING & EQUIPMENT – LATERAL / ACADEMY GRAD

*SUMMIT UNIFORM CORP.*

QTY.	ITEM*
2	Navy Wool Pants
2	Navy Wool Shirts
1	Duty Jacket
1	w/ Cloth Name Tag
1	Rain Jacket
1	Rain Hood
1	Rain Pants
1	Black Tie
1	Tie Bar
1	Velcro Duty Belt
1	Velcro Pant Belt (Under Belt)
4	Keepers – Hidden Snap
1	Double Cuff Case – Hidden Snap
1	Key Silencer
1	26” ASP Baton
1	26” ASP Holder
1	Closed OC Holder
1	Holster SSIII (w/ light rail for Sig P220)
1	Quad Mag Pouch (Sig P220)
1	Light Holder
2	Handcuffs
1	Badge holder
1	Blackington Name Tag
1	Silver Whistle
1	Class A Hat
1	Rain Cover for Hat
1	White Gloves
1	Florescent Traffic Vest
1	Flashlight (\$120 allowance)
1	Boots (\$100 allowance)
1	Ballistic Vest

\*Items provided are subject to change.

**Personnel Policy Updates** [*not MOU language*]: The parties agree to meet and confer during the term of this Memorandum of Understanding on any negotiable changes to be made to the Personnel Manual, Municipal Code Section 25 (Personnel), Personnel Rules and Regulations (Resolution No. 12542), Administrative Memoranda, departmental policies, layoff policy, and any other personnel policies.