

# 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*

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## SECTION 6 - PAY RATES AND PRACTICES

### A. Wages

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

- ~~1. Effective September 12, 2016, bargaining unit members will receive a two percent (2%) equity adjustment and a two percent (2%) general adjustment.~~

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

- ~~2. Effective in the first full pay period of January 2017, bargaining unit members will receive a two percent (2%) equity adjustment and a two percent (2%) general adjustment.~~

- ~~3. Effective in the first full pay period of January 2018, bargaining unit members will receive a one percent (1%) equity adjustment and a two percent (2%) general adjustment.~~

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

## SECTION 7 - BENEFITS

### A. Health, Dental, and Vision

~~Throughout the remainder of 2016, the City shall continue to contribute the full 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 January 1, 2019~~7~~, the City will contribute ~~an flat dollar~~ amount toward monthly health benefits premiums for eligible bargaining unit employees equal to 95% of the ~~PERS Choice Plan~~ 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.

~~Effective January 1, 2018, the City's contribution toward future health premium increases will be as follows:~~

- ~~1. If the PERS Choice monthly premium increase is equal to or less than 5%, the City will pay 50% of the increase (and the employees will pay 50% of the increase);~~

~~If the PERS Choice monthly premium increase is greater than 5%, the City will pay 2/3 of the increase (and the employees will pay 1/3 of the increase).~~

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

*Example*

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

*Scenario 1*

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

*Scenario 2*

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

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

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

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

## **B. Retiree Medical Benefit**

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

The City will pay (1) the PEMHCA minimum contribution for annuitants, and (2) twenty-five (25%) percent or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for

employees retiring from the City who qualify as annuitants 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.

## **C. Physical Examination**

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

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

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

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

## **G. POST Certificate Pay**

### **1. Intermediate Certificate**

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

### **2. Advanced Certificate**

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

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

## **H. Physical Fitness/Wellness Program**

1. ~~The City will provide fifty percent (50%) reimbursement each fiscal year (July—June) to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:~~
  - ~~Health clubs must be in the City of Salinas.~~
  - ~~Reimbursement shall not exceed \$500 per fiscal year, per employee.~~
  - ~~Reimbursement shall be made once a fiscal year and requires submission of actual receipts.~~
2. ~~Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program, administered through Hartnell College each year. Payment of a fitness premium shall be made within 60 days of the last testing date each year as follows:~~

<del>Employees achieving Level 4</del>	<del>\$ 500 fitness premium</del>
<del>Employees achieving Level 5</del>	<del>\$ 750 fitness premium</del>
<del>Employees achieving Level 6</del>	<del>\$ 1000 fitness premium</del>

## **SECTION 8 - LEAVE PROVISIONS**

### **A. Holidays**

- |                           |                             |
|---------------------------|-----------------------------|
| <b>1. 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. ~~One (1) floating holiday per calendar year, to be credited and taken on a calendar year basis. The floating holiday may not be cashed out nor carried over to a new year.~~
  23. 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.
  34. 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.

~~1.~~

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

~~1.~~ Annual Leave shall be as provided in Section 11.4 of the Personnel Manual. Annual Leave accrues over the course of a year as follows:

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

**C. Bereavement Leave** *[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

**D. Flexible Compensation Plan**

~~In the first full pay period following ratification and approval of this Memorandum of Understanding, a regular full time employee in this bargaining unit shall accrue up to one hundred and twenty (120) hours of flex time over the calendar year which, subject to administrative direction, may be used for leave or cash at the employee's regular rate of pay. This flex time shall accrue on a pro-rata basis at the rate of one 10-hour day per month (accrued each pay period); however, effective in the first full pay period following ratification and approval, the City agrees to credit the leave bank with the hours that would have been accrued from the start of this Memorandum of Understanding in January 2016. Flex time hours may not be used until they have been accrued. Unused flex time shall be cashed out each December. Flex time off shall be granted or denied within the sole discretion of the Police Chief or designee. The Flexible Compensation Plan and all language in this paragraph automatically sunsets on December 31, 2018.~~

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

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

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

### **3. Vacations**

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

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

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

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

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

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

4. Schedules~~Four-Ten Plan~~

The Chief of Police has the right to change and implement ~~normal~~ 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. ~~with the exception of school resource officers, will be a four-ten plan. The City agrees to continue the current four-ten plan for patrol officers.~~

**E. Investigation**

1. Shift Assignments

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

2. Holidays

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

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

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

**G. Training Activities**

The City shall implement training activities to provide each employee with a minimum of forty (40) hours every two (2) years of POST-certified training. These POST-certified training hours shall be provided only if POST provides reimbursement consistent with the POST reimbursement program in effect ~~in FY~~ ~~1990-91.~~

**JOB CLASSIFICATION/SALARY SCHEDULE****Classification—Salary Schedule (as of 9/12/16)—4%**

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

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

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

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

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



Benefit Group	Grade	Position	Bottom Step		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	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.