

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SALINAS

AND

THE ASSOCIATION OF MANAGEMENT PERSONNEL

OF SALINAS

April 28, 2009  
Amended June 21, 2011

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*6/20/11*

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<b>SECTION NUMBER</b>	<b>SUBJECT</b>	<b>PAGE NUMBER</b>
1	Preamble	1
2	No Abrogation of Rights	2
3	Past Practices	2
4	No Discrimination	2
5	Recognition Matters	2
6	Pay Rates and Practices	
	A. Wages	2
	B. Bilingual Pay	3
	C. Longevity Pay	3
	D. Educational Achievement Incentive	3
	E. Division Head Premium Pay	3
7	Benefits	
	A. Health, Dental and Vision Plan	4
	B. Biennial Physical Examination	4
	C. Long Term Disability	5
	D. Life Insurance	5
	E. Professional Development	5
	F. Management Leave	5
	G. Retirement Benefits	5
	H. Physical Fitness/Wellness	6
	I. Retirement Health Savings Plan	6
	J. Retiree Health Insurance	6
8	Leave Provisions	
	A. Holidays	7
	B. Annual Leave	7
	C. Retirement Payoff of Unused Sick Leave	7
	D. Bereavement Leave	7
	E. Family & Medical Leave	8
9	Working Conditions	
	A. Grievance Procedure	8
	B. Flex-Time Program	8
	C. Emergency Call Back	8
10	Committees	
	A. Safety Committee	9
	B. Deferred Compensation Committee	9
11	Miscellaneous	

12

A.	Layoff Policy	9
B.	Wage Parity	10
	Term	10

Appendices

A.	AMPS Unit Determination Criteria
B.	City Manager's Memorandum of August 10, 1989
C.	Job Classifications
<del>D.</del>	<del>Division Head Designation</del>
<u>E.D.</u>	<u>Layoff Policy</u>

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SALINAS**

**AND**

**THE ASSOCIATION OF MANAGEMENT PERSONNEL OF SALINAS**

**SECTION 1 - PREAMBLE**

~~This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Association of Management Personnel of Salinas (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean 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 "MMB" Act, the City of Salinas Charter, and Municipal Code. The City is committed to minimize layoff of incumbent employees when determining provision of services to City residents.~~

~~This Memorandum of Understanding supersedes that Memorandum of Understanding between the City and the Association dated October 1, 2007 because the City of Salinas faces a severe budget deficit that, left unmitigated, would result in service reductions that could include significant salary reductions and job losses; and~~

~~This Memorandum of Understanding is based on information provided by the City that, in order to minimize the risks of layoffs to City employees and a significant reduction in City services, all City employees would need to participate in a 10% salary reduction and the deferral of scheduled salary increases; and~~

~~This Memorandum of Understanding is agreed to by the City and the Association predicated on a good faith understanding that proportionate and timely reductions will also occur between the City and all other City employees to achieve the 10% salary reductions and the deferral of scheduled salary increases; and~~

~~The City and the Association agree to such salary and benefit reductions with the understanding that such reductions are temporary and that their restoration will be a priority for the City before the end date of this Memorandum of Understanding; and~~

~~That the savings from such salary and benefit reductions are not intended to be used as a means to commit, divert, or use the savings from salary and benefit reductions to significantly expand City programs, increase levels of services, hire additional employees, or increase capital spending absent full restoration of such salary and benefit reductions; and~~

~~That such salary and benefit reductions are not intended to reduce short or long term salary and benefit parity with other City employees.~~

**SECTION 21 - NO ABROGATION OF RIGHTS**

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

### **SECTION 32 - PAST PRACTICES**

The parties agree that this Memorandum of Understanding supersedes any past practices 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 43 - NO DISCRIMINATION**

The City and the Association will cooperate in pursuing a policy of no discrimination and affirmative action. Unit employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing of the purpose of representation on all matters of employer-employee relations, including wages, hours, and other items and conditions of employment. No such employee shall be interfered with, restrained, coerced, or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

### **SECTION 54 - RECOGNITION MATTERS**

The Association has been recognized pursuant to the provisions and limitations of Government Code Sections 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for regular employees assigned to certain classifications designated in Appendix A.

The Association 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 except that such right does not extend to meeting and conferring or consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

### **SECTION 65 - PAY RATES AND PRACTICES**

#### **A. Wages**

Monthly salaries of classifications represented by this Association shall be increased as follows:

Effective November 18, 2003, the existing salary/benefit differential between AMPS personnel and other non-public safety employees will not be reduced over the period of the agreement.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll period inclusive of December 1, 2014.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll period inclusive of January 1, 2013~~5~~.

Effective July 1, 2009, Association members shall be subject to a furlough program consisting of a four (4)-day workweek and nine (9)-hour regular work days, equal to thirty-six (36) work hours per week. Library employees covered by this Agreement shall be scheduled so that he/she will have a full furlough day off per pay period. Recreation employees covered by this Agreement will be scheduled so that he/she will have a full furlough day off or work a 4/9 schedule based on the needs of the recreation program. Prior to termination of this furlough program, the City shall consult with the Association and other employee groups to determine the format of the new workweek.

**B. Bilingual Pay**

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

**C. 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.

**D. Educational Achievement Pay**

1. The City will compensate any employee who holds a bachelor's degree from an accredited college or university with a two and one-half percent (2 ½%) incentive pay to base salary.
2. The City will compensate any employee who holds a graduate degree from an accredited college or university, that is determined to be job related by the Department Director, with a two and one-half percent (2 ½%) incentive pay to base salary.

**E. Division Head Premium Pay**

The City will compensate any employee who has the responsibility to be a Division Head that includes day to day operations and supervision of more than one regular full-time employee in the Division with a two and one-half (2 ½%) premium pay above base salary. ~~A list of classifications eligible to receive the premium pay as of the date of this MOU are listed in Appendix Page D.~~

**SECTION 67 - BENEFITS**

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

1. Premiums

- a. The City will pay the full amount of premiums for PERSChoice health, dental and vision plan for employee and eligible dependents for full time employees (40 hours per week).
- b. The City will pay the full amount of premiums for PERSChoice health, dental and vision for the employee only for employees working in full-time positions who request and are granted the ability to work less than full time hours.
- c. The City will pay the full amount of premiums for PERSChoice health, dental and vision for the employee only for employees working in budgeted permanent part-time positions.

Current employees who work less than full-time at the time of this contract will continue to receive City paid health, dental and vision insurance for employee and eligible dependents with a sunset date of December 31, 2010. Effective January 1, 2011, all employees will comply with the criteria identified above.

For the purposes of this Section, full-time shall be deemed to include those employees subject to the four-day work week and nine-hour regular work days, and equal to a thirty-six (36) work hours per week per SECTION 6 – PAY RATES AND PRACTICES, Section A, Wages.

**B. Biennial Physical Examination:**

The City will provide a regular employee in this Association with a physical examination for preventive health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains in regular employ. Employees forty years of age and older shall be eligible for physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal associated lab work as outlined in the biennial medical exam form for the employee's occupation.

Additional testing or examination resulting from abnormal findings of the biennial exam shall be submitted by the employee to the employee's medical plan and coverage will be subject to the terms of the medical plan. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, coverage for such testing/examination will be provided under the biennial exam.

**C. 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 program.

**D. Life Insurance**

The City shall provide term life insurance in an amount equal to the employee's annualized

base salary or a minimum policy of \$50,000, whichever is greater, for each regular employee represented in the Association.

**E. Professional Development**

An employee shall be allowed up to one thousand dollars (\$1000) per fiscal year for professional development expenses on a reimbursement basis and with prior approval by the Department.

1. Academic courses of study, seminars, workshops, conferences, training, software, and associated expenses (including incidental travel expenses) directly related to the employee's profession.
2. Professional memberships, subscriptions, publications, books, and associated expenses (including incidental shipping and taxes) directly related to the employee's profession.

**F. Management Leave**

Management leave shall be equal to one hundred thirty (130) hours per calendar year.

**G. Retirement Benefits**

Employees enrolled in the City's New York Life Retirement Program shall pay four and one-half (4-1/2%) percent of salary as the "employee-paid" contribution to the City's New York Life Retirement Program. The City shall pay all contributions in excess of the employee-paid contribution. Retirement calculation will be based upon the single highest year of earnings. Employees in New York Life Retirement Program are eligible for two percent (2%) at age 55 if the employee contribution amount increases to seven percent (7%) and this retirement proposal has been approved by a majority vote of the employee participants city-wide.

Employees enrolled in the California State Public Employees' Retirement System (PERS) shall pay seven (7%) percent 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.

Employees enrolled in the ICMA retirement program shall make an employee contribution to the program at the same percent of salary as those enrolled in the New York Life Retirement Program. The City's contribution to ICMA retirement program shall be equal to City's contribution to NYL Retirement Program.

The City shall amend the ICMA retirement program to reflect an employee contribution equal to the employee contribution to the New York Life Retirement Program. Employee contributions to the ICMA retirement program shall commence with the first full pay period following the amendment.

**H. Physical Fitness/Wellness Program**

1. Effective for costs on a fiscal year (July 1 to June 30) basis, the City will

provide fifty percent (50%) reimbursement in July of each year 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 calendar year, per employee
- Reimbursement requires the 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 (June 9, 1995), administered through Hartnell College in July of each year. Payment of a fitness premium shall be made in August of 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

**I. Retirement Health Savings Plan**

The City and Association shall review alternatives for the provision of an employee funded Retiree Health Savings Plan. The City shall institute a qualified plan for the Association membership if requested to do so. The City shall not participate financially in any funding of the Plan.

**J. ~~Retiree Health Insurance~~ Retirement Incentive**

~~The City of Salinas shall provide any Association employee who elects a normal retirement after the execution of this contract and prior to January 31, 2010 with two (2) years of PERSChoice health, dental and vision premiums paid for by the City as provided for in SECTION 7 - BENEFITS, Section A. Health, Dental, and Vision Plan. The insurance coverage shall be available to the maximum of the employee plus one eligible dependent. This benefit shall not be provided to Association members who are separated from City employment "for cause" as defined in the City Personnel rules.~~

The City's shall provide twenty-four (24) months of City paid health insurance for coverage currently provided to the employee to a maximum of employee and one eligible dependent, or the cash equivalent paid on a monthly basis, for any employee who retires prior to December 31, 2011, and who meets the following criteria:

1. The employee wanting to participate must provide an irrevocable notice of participation to the City Manager by June 23, 2011; and
2. The effective date of the retirement during this extended period shall be the first day that the employee is eligible to retire under the plan (minimum retirement age).

**SECTION 87 - 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. Two (2) floating holidays per calendar year effective January 1, 2008.
3. Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
4. Holidays shall be calculated at eight (8) hours per day.

**B. Annual Leave**

Annual Leave shall be as provided in Section 11.3-4 of the ~~February 1, 1988~~ April 5, 2007 edition, as amended, of the Personnel Rules and Regulations Manual.

1st through 5th year	6.77 hours per pay period
6th through 10th year	8.31 hours per pay period
11th through 15th year	8.92 hours per pay period
16th through 17th year	9.23 hours per pay period
18th through 19th year	9.54 hours per pay period
20th through 24th year	9.85 hours per pay period
25th through retirement	10.15 hours per pay period

**C. Retirement Payoff of Unused Sick Leave**

A retiring employee is entitled to receive payment for twenty percent (20%) of their accumulated sick leave balance upon normal (not early or disability) retirement or ten percent (10%) for other than a normal retirement. Payments will be made at the employee's established hourly rate of pay.

**D. Bereavement Leave**

An employee represented by the Association shall be entitled to four (4) days of leave with pay for a death in the family. 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 Rules and Regulations Manual regarding Bereavement Leave (Section 11.98) shall apply. Registered Domestic Partners shall 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

**E. 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, effective February 1, 1994.

**SECTION 98 - WORKING CONDITIONS**

**A. Grievance/Disciplinary Action Appeals Procedure**

The Grievance/Disciplinary Action Appeals Procedure for employees in this Association is set forth in the Personnel Rules and Regulations. No employee shall suffer retaliation resultant from use of this procedure.

**B. Flex-Time Program**

The City shall maintain a flex-time program in which all Association members can participate. Individual participation in the program will be subject to the review and approval of the Department Director. The flex-time program shall be limited to flexing hours within each workweek.

**C. Emergency Call Back**

When an employee is called back to work on other than a scheduled basis, such employee shall be compensated at straight time for the hours worked, but in no event for less than two (2) hours and no more than eight (8) hours per twenty-four (24) hour work period. Compensation for emergency call back shall be provided only for hours worked in addition to the employee's normal work schedule.

**SECTION 109 - COMMITTEES**

**A. Safety Committee**

The City and the Association shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Association may appoint one (1) member to serve on any safety committee within the scope of Association representation. The rotation policy (six month rotation, 1 year term) shall apply. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

The City Manager shall appoint a "Facility Safety Committee" comprised of at least one (1) Association representative from the City Hall Building and the Public Safety Building.

Each Department Director with operations outside of the City Hall Building and the Public Safety Building shall appoint a Safety Committee.

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

**SECTION 140 - MISCELLANEOUS**

**A. Layoff Policy**

(a) The currently approved layoff policy between the City of Salinas and AMPS dated November 1, 2004 and attached to this MOU as Exhibit D shall remain in effect until such time as City and AMPS have agreed upon modifications to that policy.

(a)(b) Effective June 21, 2011, the City of Salinas shall rescind all layoff notices issued to AMPS employees. The City agrees that it will not lay off any AMPS employees between June 21, 2011 and January 1, 2012.

**B. Wage Parity**

Compensatory increases provided to other employee groups will also be provided to AMPS until the furloughs are lifted. Excludes compensatory increases that are already contracted with other groups, restoration of benefits previously surrendered by other groups and increases that are mandated through binding arbitration.

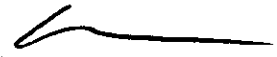
**SECTION 121 - TERM**

The term of this Memorandum of Understanding shall commence April 28, 2009 and shall expire December 31, 2013~~5~~, except as otherwise provided in this Memorandum of Understanding. Proposals for change and/or renewal shall commence by October 1, 2013~~5~~.

DATED: \_\_\_\_\_  
CITY OF SALINAS

DATED: 6/21/11  
ASSOCIATION OF MANAGEMENT  
PERSONNEL OF SALINAS

BY:   
Artie Fields, City Manager

BY:   
Andrew Myrick, President

## ASSOCIATED MANAGEMENT PERSONNEL OF SALINAS (AMPS)

An AMPS position is one in which the employee is responsible for an administrative, managerial, or professional function. In general, the employee must spend over 50 percent of his/her time working in an administrative, managerial, or professional role. Time, however, is not the only test. The employee's primary duty must consist of responsible office or non-manual work directly related to management policies or general city operations requiring the exercise of discretion and independent judgment, as distinguished from using skills and following procedures, and must have the authority to make important decisions. The position should not be more than three levels below the department director.

### ADMINISTRATIVE POSITIONS

#### Typical Duties

1. Provide highly responsible, non-clerical, administrative support to an executive or management employee; and,
2. Perform work under only general supervision along specialized or technical lines requiring special training, experience, or knowledge; and,
3. Execute special assignments or projects under only general supervision.

#### Typical Examples

1. Executive and administrative assistants such as assistant director, human resources officer, airport manager, city clerk, parks planner, senior management assistant, property agent, analyst employees, generally found in larger agencies, assist an executive in responsible duties but do not themselves necessarily have executive authority.
2. Staff employees who are advisory specialists/analyst for management, in areas such as: risk management, emergency preparedness, and research and personnel.

### EMPLOYEE CRITERIA STANDARDS FOR AMPS REPRESENTATION

Every employee shall have the right to formally petition the Personnel Office for inclusion in the AMPS bargaining unit. The position shall meet at least six of the nine criteria established herein to be considered. If the position meets the criteria test, further consideration shall be warranted. In such cases, the Personnel Officer shall then review the AMPS membership definition and duties in conjunction with the position's classification specifications to evaluate the request. Following evaluation, the Personnel

Officer shall submit a recommendation to the City Manager. The City Manager will have the final authority to approve or deny each individual's request.

### CRITERIA

1. The position requires the equivalent of a four year degree from an accredited college or university relevant to the tasks performed.
2. The position requires a state professional license or equivalent advanced college degree appropriate to the position.
3. The position routinely requires professional, administrative, supervisory and managerial decisions which impact the employee's department, other departments, and/or the public.
4. The position supervises one or more employees.
5. The position's salary, when compared with other positions, indicates a high level of responsibility, experience and education is required.
6. The degree and level of complexity to which the position deals directly with upper management within the city, other governmental agencies, and the private sector; confers with Department Directors and has contact with the City Manager and City Council and the private sector.
7. The position requires the employee to routinely work overtime, primarily to attend City Council meetings, or other public meetings, or to effectively meet job duties and expectations.
8. A review of other job classifications within AMPS indicates the position should be included in AMPS.
9. The position has responsibilities which include the formulation and administration of department policies and procedures.

### MANAGEMENT POSITIONS

#### Typical Duties

1. Customarily and regularly direct the work of two or more employees.
2. Customarily and regularly exercises discretionary judgment.
3. Primary duty must be the management of a functional entity or a customarily recognized division, sub-division, or section thereof. Whether or not an employee's primary duty is managerial is based on all the facts in the case. In general, the

decision is based upon whether or not the employee spends more than 50 percent of his/her time working as a manager. Time alone, however, is not the only test. Some other facts to consider are:

- a. The relative importance of the managerial duties compared with other types of duties; and,
  - b. The frequency with which the employee exercises discretionary powers; and,
  - c. The relative freedom from supervision
4. Has great influence in hiring, firing and disciplining employees under his/her supervision.

#### Typical Examples

1. Interviewing, selecting, and training employees.
2. Adjusting hours of work.
3. Directing work.
4. Appraising productivity or efficiency and maintaining appropriate employee records for the purpose of recommending promotions or other changes in status.
5. Handling complaints or grievances and discipline, and making recommendations regarding termination of employees.
6. Determining general procedures or techniques to be used.
7. Apportioning work among work units as opposed to among individual employees.
8. Planning work.
9. Providing for safety of employees.

#### PROFESSIONAL POSITIONS

##### Typical Duties

1. Work requiring knowledge of an advanced type in a field of science or learning, customarily obtained by a prolonged course of specialized instruction and study; and,
2. The duties consistently require the exercise of discretionary judgment; and,

3. The work is predominantly intellectual and varied, as distinguished from routine, mechanical, and repetitive; and,
4. The duties described above constitute at least 80 percent of the time worked.

#### Typical Examples

1. Generally, professions which meet the above requirement for a prolonged course of specialized intellectual instruction and study include law, medicine, nursing, accountancy, actuarial computation, urban planning, engineering, and architecture.
2. Technical specialists must be more than highly skilled technicians. The deciding factor is the completion of a prolonged course of specialized intellectual instruction and study.

#### TYPICAL EXAMPLES OF NON-QUALIFYING DUTIES (which apply to all three position categories above)

1. Performing the same kind of work as the employees supervised.
2. Performing any production-type work, even though not like that performed by subordinates, which is not part of supervisory functions.
3. Performing clerical duties, such as bookkeeping, billing, filing, scheduling, operating business machines and preparing payroll.

## CONFIDENTIAL MEMORANDUM

DATE: August 10, 1989

TO: Bob McMillen, President, AMPS

THRU: Roy J. Herte, City Manager

FROM: M. Dern, Personnel Officer

SUBJECT: AMPS UNIT DETERMINATION CRITERIA

Thank you for your concepts on AMPS eligibility criteria. I have reviewed your suggestions and find that: 1) they are commensurate with the City's unit determination criteria; 2) they are well thought out and useful as a guide for both content and process regarding representation within your unit.

The only item to which I take exception is your first paragraph which indicates that "the positions shall meet at least 6 of the 9 criteria established herein to be considered." Unit determination decisions cannot be rigid or mechanistic. As a guide, all of these criteria are useful and while no one person probably meets all of the, it should be the intent of all concerned that the studied classification meet a significant majority of the criteria.

The criteria were helpful in a review conducted by myself, a member of my staff, and the Public Works Director. You recall that the Assistant Civil Engineer and Assistant Traffic Engineer employees have petitioned the City Manager for inclusion in AMPS.

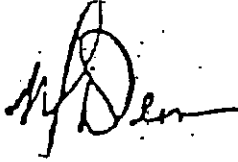
While there were individual judgment differences in this review, the majority of the unit determination criteria ARE NOT MET by any member of these 2 classifications. I'm, therefore, informing you and the petitioning individuals that these positions will not be included as AMPS positions.

As a result of our most recent meeting it was agreed that these criteria will be helpful and will be applied as individual positions become vacant in AMPS to determine whether an individual classification or a group of classifications should continue to be represented by AMPS. For example, when the Executive Secretary position because vacant, it will be reviewed using these criteria.

It is also my understanding that we agreed that these criteria will not be applied retroactively to do a massive "cleanup" of existing AMPS classifications and employees. While all parties agree that there are some exceptions within the AMPS structure, not meeting the unit determination criteria or your AMPS representation suggestions, both parties agree that no action will be taken by City management or by AMPS at this time to correct these possible inequities.

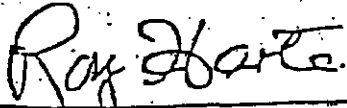
If both AMPS membership and City management keep a watchful eye as positions become vacant, we will, over time, be able to restructure this management unit to better meet the criteria that you've suggested and which the City Manager and I hereby endorse.

Thank you and your membership for your patience and for a workable set of unit determination criteria.



M. DERN  
Personnel Officer

CONCUR:



ROY J. HERSTE  
City Manager

MD:mr

Cc: John Wong  
City Attorney  
Assistant Traffic Engineer  
Assistant Civil Engineers

Job Class by Bargaining Unit as of ~~April 28, 2009~~ June 21, 2011  
AMPS

Code	Classification
C03	Airport Manager
C13	Technical Services Coordinator
C17	Recreation-Park Facilities Planner
C18	Public Works Administrative Supervisor
C19	Police Records Coordinator
<u>C20</u>	<u>Crime Analyst</u>
<u>C21</u>	<u>Police Admin Services Manager</u>
C25	Operations and Development Manager
C26	Public Works Administrative Manager
D04	Housing Program Administrator
D11	Senior Planner
D12	Enterprise Zone Manager
<u>D13</u>	<u>Principal Planner</u>
D15	Associate Planner
D19	Community Development Administrative Supervisor
D20	Redevelopment Project Manager
D21	Housing Services Supervisor
D23	Planning Manager
D27	Community Development Analyst
F06	Senior Civil Engineer
F09	Associate Engineer
F10	Deputy City Engineer
F12	Transportation Planner
G02	Construction Inspector Supervisor
H01	Information Systems Manager
H02	Senior Programmer/Analyst
H11	Revenue Officer
H12	Senior Accountant
H24	Senior Buyer
H28	Unix System/Network Administrator
H30	Network/Systems Administrator
H33	Webmaster/Systems Analyst
H36	Integration/Application Administrator
H40	GIS Administrator
I02	Senior Librarian
I06	Principal Library Technician
I14	Literacy Program Manager
I15	Library Administrative Manager
I16	Deputy Librarian
I20	Library Automation Services Coordinator
<del>I28</del>	<del>Library Circulation Supervisor</del> <u>Technical Services Manager</u>
J07	Golf Operations Manager
J14	Parks Grounds Forestry Operations Manager
J16	Golf Superintendent
K05	Fleet Operations Manager
L10	Facilities Maintenance Manger
M02	Senior Plan Check Engineer
M09	Senior Combination Building Inspector
M12	Senior Code Enforcement Officer
M15	Plan Check Services Manager
M16	Inspection Services Manager
N04	Wastewater Manager
<del>N06</del>	<del>Water-Environmental</del> Resources Planner
O16	Animal Services Manager
P10	Street Maintenance Manager
<u>P13</u>	<u>Superintendent of Maintenance Services</u>
Q13	Recreation Services Administrative Supervisor
<del>Q15</del>	<del>Recreation-Community</del> Services Manager
Q20	Recreation-Parks Superintendent

**APPENDIX D**

Division Head Designation as of April 28, 2009 -- AMPS

Code		Classification
C03	*	Airport Manager
C13	*	Technical Services Coordinator
C17		Recreation Park Facilities Planner
C18	*	Public Works Administrative Supervisor
C19	*	Police Records Coordinator
C25		Operations and Development Manager
C26		Public Works Administrative Manager
D04		Housing Program Administrator
D11		Senior Planner
D12		Enterprise Zone Manager
D15		Associate Planner
D19		Community Development Administrative Supervisor
D20		Redevelopment Project Manager
D21		Housing Services Supervisor
D23	**	Planning Manager
D27		Community Development Analyst
F06		Senior Civil Engineer
F09		Associate Engineer
F10	*	Deputy City Engineer
F12		Transportation Planner
G02		Construction Inspector Supervisor
H01	*	Information Systems Manager
H02		Senior Programmer/Analyst
H11		Revenue Officer
H12		Senior Accountant
H24	*	Senior Buyer
H28		Unix System/Network Administrator
H30		Network/Systems Administrator
H33		Webmaster/Systems Analyst
H36		Integration/Application Administrator
H40		GIS Administrator
I02	*	Senior Librarian
I06		Principal Library Technician
I14	*	Literacy Program Manager
I15	*	Library Administrative Manager
I16	*	Deputy Librarian
I20		Library Automation Services Coordinator
I28		Library Circulation Supervisor
J07		Golf Operations Manager
J14	*	Parks Grounds Forestry Operations Manager
J16		Golf Superintendent
K05	*	Fleet Operations Manager
L10	*	Facilities Maintenance Manager
M02		Senior Plan Check Engineer
M09		Senior Combination Building Inspector
M12		Senior Code Enforcement Officer
M15	*	Plan Check Services Manager
M16	*	Inspection Services Manager
N04	*	Wastewater Manager
N06		Water Resources Planner
Q16	*	Animal Services Manager
P10	*	Street Maintenance Manager
Q13		Recreation Services Administrative Supervisor
Q15		Recreation Services Manager
Q20	*	Recreation Parks Superintendent

\*These classifications are eligible for the Division Head premium pay. \*\*These classifications may be eligible for the Division Head premium pay if criteria outlined in the MOU is satisfied.

**CITY OF SALINAS  
LAYOFF POLICY FOR THE  
ASSOCIATION OF MANAGEMENT EMPLOYEES  
NOVEMBER 1, 2004**

**I. POLICY**

It is the intention of the City of Salinas to provide a layoff policy that ensures fairness and objectivity to all City employees as well as the best opportunity for a transition to re-employment.

The City of Salinas, at its sole discretion, may lay off an employee due to the lack of work or lack of funds. The City shall inform affected employees and the Association of Management Personnel (AMPS) regarding potential layoffs in a timely manner when the City becomes aware of potential layoffs.

The City shall utilize a Management Committee, composed of administration and AMPS representatives to review potential layoffs and discuss alternatives to layoffs.

**II. PROCEDURE**

Layoffs shall be determined within City departments, not the City as a whole. In the event of a reduction in work force in a department, the City shall designate the classification(s) and position(s) to be eliminated. The City shall provide affected employees and AMPS with a current seniority list for the positions affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than sixty (60) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits and entitlement at least sixty (60) days prior to the effective date of layoffs.

Layoffs shall be made among all representation unit employees in the same classification within a City department in the following order:

1. Temporary employees;
2. Probationary new employees (excluding promotional probationary employees);
3. Regular employees.

No regular employee within a department shall be laid off in any classification if there are temporary employees in an active status in the same classification within that department.

**III. SENIORITY DEFINED**

For purposes of layoff, seniority shall be defined as the length of service in all regular positions within the City as determined by City personnel records, to include time spent in probationary status. Continuous service for purposes of determining seniority shall

be defined to include work related injury leave of up to one (1) year's duration. In the event that two (2) or more employees with equal seniority have to be laid off from the same classification, the determination of seniority shall be made by lottery.

#### IV. LAYOFF BY CLASSIFICATION

Layoffs shall be accomplished solely within individual departments, except as noted in V below. The order of layoff within a classification shall be based exclusively on seniority, with the least senior employee being the first to be laid off.

#### V. PREVIOUSLY HELD POSITIONS

In the event that an employee is laid off, that employee shall have the right to return to ("bump") any specific position in the City in which the employee has served in regular status with due consideration to reclassifications, job descriptions and changes in titles of the position previously held. The laid off employee's base salary shall be set within the range and step available (to include sixth step) for the lower classification at a step that would result in the least possible reduction in base salary with due consideration to reclassifications, job descriptions, and changes in titles of the position(s) previously held. An employee must notify the city within ten (10) working days after receipt of written notice of layoff of his/her desire to return to that classification.

#### VI. JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City's intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed for reduction may schedule a meeting with a representative of the Human Resources Office. In addition to providing job counseling to employees facing layoff, the Human Resources Office will function as a clearinghouse for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the City of Salinas.

#### VII. SEVERANCE PAY

Each laid off employee shall receive severance pay based on the following:

<u>Years of employment</u>	<u>Severance Pay</u>
Less than 6 years	1 week per year
06 - 10 years	6 weeks
11 - 15 years	7 weeks
16 - 17 years	8 weeks
18 - 19 years	9 weeks
20 - 24 years	10 weeks
25 years and over	11 weeks

In addition, if for any reason the City requests an employee to leave before the sixty (60) day notice period has passed, the City shall pay the employee the remainder of his/her salary and benefits for the sixty (60) day period.

## VIII. HEALTH INSURANCE

Each employee is eligible to continue group health insurance benefits under the provisions of the City's group health plan for a period of 18 months following the date of separation. For laid off employees, the City will pay the full premium amount for the level of health insurance coverage in force on the date of separation for a period of 18 months.

If a laid off employee elects this coverage, the benefit will continue until whichever of the following events occurs first:

- Expiration of 18 months from the date of separation.
- Employee becomes covered under any other group health plan as an employee or dependent. If the laid off employee fails to notify the City of such coverage, the City *shall* immediately terminate group coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act) and take action to recover the City's costs for the period of time of dual eligibility.
- Employee or covered dependent becomes eligible for Medicare.

The "Election of Benefit" form must be signed and returned to the Human Resources/Risk Management Office no later than 5:00 p.m. on the final date of employment, or rights to City-paid premiums will terminate.

Coverage beyond the 18 months of City-paid premiums may be continued at employee expense, under the provisions of COBRA, subject to the guidelines and limitations of the COBRA provisions.

For purposes of this policy, health insurance is defined to be inclusive of City health, vision, dental, and the Employee Assistance Program (EAP).

## IX. ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued time earned during the course of employment to include 100 percent of accrued annual leave and 50 percent of accrued sick leave.

## X. FLEXIBLE COMPENSATION PLAN

Any employee receiving notice of layoff who has previously received a benefit under the "flexible compensation plan" shall under no circumstances be required to reimburse the City for the benefit already paid.

## XI. RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for the classification from which the employee was laid off and for those specific positions that an employee previously held in regular City service for a period of up to twenty-four (24) months from date of layoff. When using a re-employment list to

fill a position in a classification from which layoffs have occurred within the twenty-four (24) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the twenty-four (24) month period, no new employee shall be hired nor shall any employee be promoted to a classification from which layoffs have occurred until all employees on layoff status in that classification have had the opportunity to return to work.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of twenty-four (24) months from the date of layoff; or 2) Regular re-employment with the City; or 3) Failure to accept employment with the City or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. mail of such interview; or 5) Failure to respond within fourteen (14) days of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in address or phone number.

## XII. RETRAINING (Shall not apply to promotional opportunities)

It is the City's intent to consider on-the-job training programs for laid off employees or employees who have received notification of proposed layoffs who may be interested in transitioning to other available positions within the City for which they may or may not be fully qualified.

If an employee's qualifications are judged to meet the minimum desirable qualifications (for a current job opening) as outlined in the job description, or if, in the opinion of the Human Resources Officer and Department Director it is reasonable to expect the employee to meet the minimum desirable qualifications within a ninety (90) calendar day period of on-the-job training, the City will consider that laid off employee prior to any other employee or applicant.

If a laid off employee elects to be retrained for a job that is open within the City and does not have the minimum qualifications outlined in the job description, then he/she shall be given a training period for on-the-job training to acquire those minimum qualifications required, and subsequent to that process a period in which to complete retraining in order to perform the job. Upon acquiring the minimum qualifications after completing the training period, the City shall offer the job to that laid off employee. The timeline for that training process shall be the following:

1. First ninety (90) days of training: It is in this period where an employee can demonstrate the ability to acquire the minimum qualifications for the job. If the employee can acquire the minimum qualifications for the job, then he/she shall enter the next phase of retraining. If an employee cannot acquire the minimum qualifications for the job, then the employee shall be removed from the retraining program for that particular job and shall be laid off with full benefits as provided for in the layoff policy.

2. Special educational and/or training requirements: This period applies for those jobs that require an employee to have completed any special training and/or educational requirements to be qualified to perform the job for which he/she is being trained. The timeline for this period is based on the educational and/or training requirements. This provision applies only to those jobs where special training and/or education is required.
3. The final phase of special education and/or training shall be no longer than six (6) months.
4. The period of training prior to the job being offered to the employee is not considered part of the probationary period.

In the event that there is more than one (1) laid off employee who is considered for retraining, the laid off employee who has greater seniority will be given first priority for consideration of the on-the-job training opportunity.

### XIII. RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City re-employment list under the terms of this article within twenty-four (24) months from the date of layoff shall be entitled to: 1) Restoration of regular status or for employees who have not completed their probationary period, credit for that portion which has been completed shall be given; and 2) Restoration of any accrued time lost due to layoff; and 3) Credit for all years of service for the purpose of determining seniority and benefits; and 4) Placement in the same step of the salary range the employee held at the time of layoff.

### XIV. ELIGIBILITY FOR CITY PROMOTIONAL EXAMINATIONS

In an effort to re-employ laid off employees, the City will temporarily suspend (for a period of twenty-four (24) months from the effective date of layoff) Section 5.3 of the Personnel Manual relating to promotional policy in order to allow employees on the re-employment list the opportunity to compete in closed, promotional exams. All employees on a re-employment list will receive notice of any promotional opportunity within the City service. Further, during the temporary suspension of this rule, if only one qualified employee submits an application for the promotional exam, such exam shall remain in-house. If the one promotional applicant fails the examination, the exam may then be posted as an open recruitment and outside applications invited.

The City shall mail notices of all promotional examination opportunities to employees in a laid off status for a period of twenty-four (24) months. This provision shall be satisfied by the City depositing in U.S. Mail copies of the promotional examination announcement no less than twenty-one (21) days prior to the closing date of the application for the promotional examination.

In the event that a laid off employee is appointed to City service through a promotional exam process, that employee shall be hired as a probationary employee and shall receive credit for all prior service for purposes of determining seniority and benefits; and

the employee shall be placed in the salary range at a step that is closest to the salary that he/she received prior to layoff. In the event that a promotional probationary employee does not satisfactorily complete his/her probation, that employee shall return to his/her previous laid off status defined in these policies.

#### XV. APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within ten (10) working days after notice of layoff is received, request a meeting with his/her department head to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative of his/her choice.

If the employee is not satisfied with the review provided by his/her department head, a further review of the application of the layoff policy may be requested by the employee with the City Manager. Such review must be requested with the City Manager's office within ten (10) working days of the meeting with the department head. The determination of the City Manager may be appealed to the City Council. Such appeal must be filed with the City Clerk within three (3) working days of the City Manager's determination.

Appeals shall be limited to the following:

1. Determination of seniority;
2. Interpretations of the employee's right to return to a specific position in the City in which the employee has served in regular status with due consideration to reclassifications, job descriptions and changes in titles of the position previously held; and
3. The employee's current classification
4. Other decisions directly affecting an employee's layoff status under this policy.

#### XVI. DEFINITIONS

**Position** - A group of duties and responsibilities assigned to one employee, as defined in the official job description maintained by Human Resources.

**Classification** - A group of positions with the same job title having similar duties, responsibilities, and qualifications.

**Class** - This term is used interchangeably with Classification.

**Re-Employment List** - A list for a specific position or classification containing the names of laid off employees who have reinstatement rights to that classification or position. This list shall be maintained and updated by Human Resources and an updated copy shall be given to the AMPS President within five (5) workdays of any changes.

**Laid-Off Employee List** - One master list containing the names of all employees who are in a layoff status. This list shall be maintained and updated by Human Resources and an updated copy shall be given to the AMPS President within five (5) workdays of any changes.

**Regular Employee** - An employee either full-time or part-time who occupies an authorized budgeted position.

RESOLUTION NO. 20047 (N.C.S.)

**RESOLUTION RATIFYING THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SALINAS AND THE  
ASSOCIATION OF MANAGEMENT PERSONNEL**

WHEREAS, the City of Salinas has met and conferred in good faith with the bargaining unit of the Association of Management Personnel (AMPS); and

WHEREAS, City of Salinas employees represented by AMPS approved the modified and amended Memorandum of Understanding reached during the good faith meet and confer process;

NOW, THEREFORE, the Council of the City of Salinas does hereby approve the attached modified and amended Memorandum of Understanding to be effective for the period of July 1, 2011 through December 31, 2015.

PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

**AYES:** Councilmember: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue


**NOES:** None

**ABSENT:** None

**APPROVED:**

  
\_\_\_\_\_  
**Dennis Donohue, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Ann Camel, City Clerk**