
MEMORANDUM OF UNDERSTANDING

SALINAS MUNICIPAL
EMPLOYEES ASSOCIATION

April 28, 2009 - Amendment Attached

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE SALINAS MUNICIPAL EMPLOYEES ASSOCIATION
A CHAPTER OF SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 521

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Salinas Municipal Employees Association, a Chapter of Service Employee's International Union, Local 521 (hereinafter referred to as the Union). 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.

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights as indicated under Chapter 25, Section 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 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 affirmative action. 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 (hereinafter termed "Agency Fee") unless exempted pursuant to Subsection 4g, hereinbelow.

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 4g, hereinbelow and who has not voluntarily made application for membership in the Union within thirty (30) calendar days of either the date of certification of the "Agency Fee" election, set forth in Subsection 2a, hereinabove, or, the date upon which the employee is employed, whichever date is later, must as a condition of employment, pay monthly by payroll deduction to the Union, an "Agency Fee" 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 initiation fee and the Union's normal dues, initiation fees and special assessments to members which does not:

- (1) Exceed the Union's normal dues, initiation fees, and special assessments to members,
- (2) Include Union expenses for political or ideological efforts

c. Dispute Over Amount of "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 4g, hereinbelow shall sign and present to the City an authorization form, determined to be appropriate by the Finance Director, which authorizes the City to deduct the Union determined "Agency Fee" for payment to the Union.

f. Dispute Over Payment of "Agency Fee"

- (1) If a non-Union employee, who is not exempted pursuant to Subsection 4g, hereinbelow does not sign and present the appropriate authorization form to the City, the City shall not deduct an "Agency Fee" from such employee's pay until:
 - (a) After City receipt of a request from the Union for the City to deduct and forward an "Agency Fee" payment to the Union from such employee.
 - (b) After City receipt of written certification from the Union that the non-Union employee has not:

- (i) Joined the Union,
 - (ii) Voluntarily authorized the City to deduct an "Agency Fee" and
 - (iii) Applied for, and is not qualified for, an exemption
- (c) After City receipt of a copy of the Union's written notification to the employee that the Union has requested the City to initiate automatic payroll deduction of an "Agency Fee" payment to the Union from the employee.
- (2) If all conditions set forth in Subsection 4f, (1)(a), (1)(b), and (1)(c) hereinabove have been met, the City shall initiate automatic payroll deduction of an "Agency Fee" payment to the Union from the employee.

g. Exemptions

An employee shall not be obligated to pay an "Agency Fee" if:

- (1) The employee has supervisory responsibilities. 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 has confidential responsibilities. 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 bonafide 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:

(a) Deductions required by law, such as but not limited to:

- (i) Federal Income Tax
- (ii) State Income Tax
- (iii) Social Security Tax (FICA)
- (iv) PERS

(b) Garnishments, such as but not limited to:

- (i) Child support orders
- (ii) Federal and State tax liens
- (iii) Bankruptcy/Creditors garnishments
- (iv) All other court ordered garnishments

(c) Employer deductions, such as but not limited to,

- (i) Health insurance
- (ii) Life insurance

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 Subsections 4, hereinabove.

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 judgements, 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 5B (Agency Shop/Fee) provisions.

C. Voluntary Union Membership

1. This Subsection shall be in effect only when Subsection B hereinabove is not in effect.

2. 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 during the first ten (10) working days of the month of June of each year. The City shall promptly forward a copy of the letter of revocation to the Union.

The Union agrees to indemnify, defend and hold the City harmless due to the implementation and enforcement of this section.

3. 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 may from time to time adopt rules and regulations relating to administration of this dues collection provision. 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 an official business 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 names and classifications of all represented employees. This information may be provided semiannually 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 limited purpose of the processing and investigating of grievances and in this connection the stewards shall be allowed a reasonable amount of paid time off for this purpose as long as there is no disruption of work.

A steward shall first obtain permission through the steward's immediate supervisor or normal supervisory channels before leaving their 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.

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 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 the Department Director considers objectionable shall be removed; provided, however, the Department Director shall first discuss this removal with the Municipal Employee Relations Officer or his/her designee.
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.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

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

Five percent (5%) or ten (10) ranges on the salary schedule effective with the payroll inclusive of October 1, 2007.

Five percent (5%) or ten (10) ranges on the salary schedule effective with the payroll inclusive of November 1, 2008.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll inclusive of December 1, 2009.

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll inclusive of January 1, 2011.

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 Pay

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 to replace the single category previously known as "working out of class."

1. **Special Assignment Pay While Working Out of Class.** An employee who is assigned by the Department Director to perform a majority of the duties of a higher classification shall receive a ten percent (10%) Special Assignment Pay while performing those duties. Such pay shall start on the first day of assignment and be based on the employee's established salary. Request for special assignment, out of class 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. Recruitment & Retention Premium For Police Department Clerical Assignments – Five Percent (5%)
 - a. Police Department employees in the classifications of Police Clerk, Supervising Police Clerk, Word Processing Operator, and Supervising Word Processing Operator who are specifically assigned by the Police Chief, or his/her designee, to:
 - (1) Physically conduct strip searches of bodies of both criminal suspects and arrestees, or
 - (2) Observe and collect urine samples from criminal suspects and arrestees, or

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

b. To clarify the intent of, and resolve potential implementation problems of, 1a above, a listing of current employees who are eligible and who are not eligible for such premium is available from both the Police Department and the Union. Such list shall be for information only and shall not restrict additional employees from qualifying for such pay if they meet the requirements of 1a.

- 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 *three hundred (\$300)* dollars for the two week period (\$1.87 per hour) 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 designate. Such compensation shall not be included in any overtime calculations per FLSA.

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 (2-1/2%) 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 (7-1/2%)*. Classifications included in this certification pay are:

Building Inspector Series	Fire Plan Checkers
Code Enforcement	Fire Inspectors
Building Permit Specialists	<i>Professional Engineers</i>
Plan Checkers	

5. Professional Engineering Pay - 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. This pay is inclusive of all other certification pay. Current positions are Junior Engineer and Assistant Engineer.

F. Longevity Pay

Effective with the payroll inclusive of January 1, 2008, 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.

G. Direct Deposit

The City shall use its best efforts to implement a direct payroll deposit program with local financial institutions assuming the program can be implemented at no cost to the City.

SECTION 7 - BENEFITS

A. Health, Dental and Vision Plan

1. Premiums

- a. *The City will pay the full amount of premiums for PERSCochoice 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 PERSCochoice health, dental and vision plan 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 (40 hours per week).*
- c. *The City will pay the full amount of premiums for PERSCochoice health, dental and vision plan 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.

2. Premiums for Employee on Disability Leave

The City shall pay the City's portion of the health insurance premium for up to one (1) year for an employee who is on approved medical leave without pay status for either

work-related or personal injury or illness provided that the employee continues to pay the employee's portion (employee only, employee plus one dependent, or employee plus family category prior to injury or illness) of the health insurance premium.

3. **Retiree Participation**

A retiring employee shall be eligible for participation in the City's current insurance program with premiums paid by the retiree and benefits as established by the plan.

B. Biennial Physical Examination

The City shall provide regular employees in this Union with a physical examination for preventative 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 (40) years of age and older shall be eligible for physical examination every eighteen (18) months.

The City shall 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 examinations resulting from abnormal findings from any physical exam may be submitted by the employee to the employee's medical benefits plan or through the Worker's Compensation process, whichever is appropriate. When the employee is in an occupation requiring additional testing or examination because of legislation or a determination by a court of competent jurisdiction, the City shall pay for usual and customary costs of such testing/examination.

C. 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.

D. Life Insurance

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

E. 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 per year. If the employee is required to wear a uniform jacket and vest, such shall be provided.

2. Additional uniforms shall be provided by the City when, in the opinion of the Department Director, the uniform requires replacement.
3. The City Buyer 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, which 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.

F. 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.

G. Retirement Benefits

Effective for the term of this agreement, employees shall pay four and one-half percent (4-1/2%) 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.

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.

H. 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:
 - Health clubs must be in the City of Salinas, and
 - 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 dated June 9, 1995, administered through Hartnell College in 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

I. Retirement Health Savings Account

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

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
Washington'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. (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.

B. Annual Leave

Annual Leave shall be as provided in Section 11.3 of the February 1, 1988 edition, as amended, of the Personnel Rules and Regulations.

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 11.3.F of the City Personnel Rules and Regulations.

C. Sick Leave

1. Definition

Sick leave may be granted to an employee in order to care for an immediate family member as defined in the Personnel Rules and Regulations in the event of a serious illness. A Department Director may require a doctor's certificate for any claim of such sick leave at his or her discretion.

2. Retirement Payoff of Unused Sick Leave

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

D. Bereavement Leave

Employees represented by the Union shall be entitled to four (4) working days of leave with pay for the death in the family. 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 Rules and Regulations regarding Bereavement Leave (Section 11.8) shall apply.

Family member includes:

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

E. 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, effective February 1, 1994.

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 Rules and Regulations. No employee shall suffer retaliation resultant from use of the Grievance Procedure.

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.

C. Alternate Hours of Work Policy

During the term of this Memorandum of Understanding, the City shall work with the Union to develop a 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 may rotate or reassign the assigned employee to fulfill an important need of the Department.
 - c. An employee may be temporarily assigned to fill the open position for approximately six (6) months in order to be cross-trained or in cases of a Department determined emergency.
6. Removal of an employee from a specialized assignment shall be based on inability to do the job or per the need of the Department both to be fully documented per City administrative procedures.
7. 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 (1-1/2) 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 shall be limited to eighty (80) hours, with an option of 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 (1-1/2) 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 (employees option) at time and one-half (1-1/2) or time and one-half (1-1/2) 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 (1-1/2) or time and one-half (1-1/2) 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 (1-1/2) 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 (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 Union representative from each Department.

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.
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. Retirement Committee

The Retirement Committee shall include one (1) voting member who shall be elected by City employees who are members of the City Retirement Plan. An election for such member shall occur in June of even-numbered years.

The City shall publicize the current retirement counseling program.

D. Career Development Committee

The City and the Union agree to form a Joint Labor-Management committee to study methods and plans for a career development program to provide such programs as career paths, on-the-job training and cross-departmental training opportunities in a labor-effective manner.

Membership shall consist of one (1) Union representative appointed by the Union, the Human Resources Officer and a representative of the City Manager. The City shall provide appropriate staff support for the work of the committee.

Recommendations of the committee shall be referred to the City Manager, as appropriate, for review and appropriate action.

The dates and times of the meetings of said committee shall be mutually agreed upon by the members of the committee.

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 performed by an outside agency to start by January 1, 2010 and be completed by December 31, 2011. The completion of this study will not require the City to implement the results.

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. 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.

C. American With Disabilities Act

Language consistent with Federal and State regulations included in the American With Disabilities Act is included in this agreement and attached as Appendix B.

D. Catastrophic Leave Plan

As listed in the attached Appendix Page C.

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. The unimpaired continuation of City services is of paramount importance to City residents. Therefore, during the term of this MOU and for a ninety (90) calendar day period following the stated expiration date of the term of this MOU, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.
2. An employee who engages in any activity prohibited in Subsection A1 hereinabove, 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.
3. In addition to the administrative adjustments agreed to in Subsection A2 hereinabove, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
4. 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 A2 and A3 hereinabove as to an employee and termination of Section 5 of this Memorandum of Understanding as to the Union.
5. 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.
6. In the event of any activity prohibited by Subsection A hereinabove, 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 October 1, 2007 and shall expire December 31, 2011, except as otherwise provided in this Memorandum of Understanding. Proposals for change and/or renewal shall commence by November 1, 2011, or another mutually agreeable date.

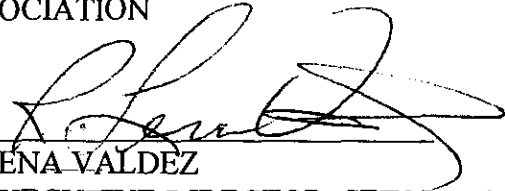
DATED 10-3-07


DATED 9-28-07


CITY OF SALINAS


SALINAS MUNICIPAL EMPLOYEES'
ASSOCIATION

BY 
DAVE MORA
CITY MANAGER

BY 
R. LENA VALDEZ
EXECUTIVE DIRECTOR, SEIU Local 521


KONI DEARMAN
CO-PRESIDENT SMEA


KATHY WILSON
CO-PRESIDENT SMEA


JUANITA CASIANO-FERRANTE
PAST-PRESIDENT SMEA

CODE	DESCRIPTION.....
C12	Airport Assistant
C14	Public Works Assistant
C55	Neighborhood Svcs Coord
D10	Asst Redev Project Mgr
D14	Housing Rehab Specialist
D22	Assistant Planner
D28	Comm Improve Asst
D29	Planning Technician
E03	Administrative Secretary
E06	Senior Police Clerk
E07	Secretary
ED9	Word Processing Operator
E10	Police Clerk
E11	Supvsg Wrđ Proc Operator
E12	Administrative Clerk II
E14	Supervising Police Clerk
E19	Office Technician
E20	Office Assistant
E22	Administrative Clerk I
E24	Administrative Aide
F07	Assistant Engineer
F08	Junior Engineer
F11	Assistant Trans Planner
G01	Sr Construction Inspector
G03	PW Compliance Officer I
G04	PW Compliance Officer II
G05	Construction Inspector
G06	Sr Engr Tech (Traffic)
G07	Engineering Tech
G09	Engineering Aide II
G10	Engineering Aide I
H04	Central Services Tech
H05	Sr Accounting Technician
H07	Accounting Technician
H15	Computer Operator
H18	Purchasing Technician
H21	Sr Purchasing Technician
H22	Sr Accounting Clerk
H27	Revenue Technician
H32	PC Services Coord
H43	Telecom Svc Tech
I03	Librarian II
I04	Library Page
I05	Librarian I
I07	Sr Library Technician
I08	Literacy Asst
I09	Library Technician
I10	Library Clerk
I12	Library Aide
KD2	Parking Operation Officer
M03	Electrical Inspector II
M04	Code Enforcemnt Officer I
M05	Plumbing Inspector II
M06	Comb Bldg Inspector II
M07	Plan Checker II
M08	Code Enforcemnt Officer II
M10	Bldg Permit Spec
M11	Comb Bldg Inspector I
M13	Plumbing Inspector I
M14	Plan Checker I
M20	Permit Center Clerk
N07	Env Compliance Insp II
N08	Env Compliance Insp I
O06	Animal Control Officer
O13	Animal Services Supv
O15	Evidence Technician
O17	Sr Evidence Technician
O20	Community Service Officer
O25	Fire Plan Checker
O27	Fire Inspector

09-27-07
(PR.CLASS.BARG)

CITY OF SALINAS
Job Class by Bargaining Unit
SMEA

CODE	DESCRIPTION.....
028	Animal Servs Office Asst
029	Animal Care Tech
030	Latent Fingerprint Tech
035	Fire Inspector Supervisor
Q06	Recreation Coordinator
Q08	Recreation Asst
Q09	Auditorium Coordinator
Q10	Sports Program Asst
Q12	Aquatics Program Asst
Q14	Aquatics Coordinator
Q16	Sr Recreation Asst
T02	Supv Bldg Permit Clerk
T04	Assist Traffic Engineer
T10	Comm Improve Aide
T14	Police Assistant
T16	Landscape Mtc/Const Insp
T19	Purchasing Clerk
T21	Animal Control Tech
T26	Accountant
T42	Account Clerk II
T47	GIS Technician

91 records listed.

General Provision Regarding Americans With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Union agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Union shall be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice nor shall it be used or cited as past practice in any grievance procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City shall provide the Association with written notice of its intent to disregard the provision, and shall allow the Union the opportunity to discuss alternatives to disregarding the Agreement.

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. An employee may be granted a Catastrophic Illness Leave until donated hours run out for either his/her own catastrophic illness or to care for a qualified family member.

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.

**AGREEMENT BETWEEN THE CITY OF SALINAS AND
SALINAS MUNICIPAL EMPLOYEES ASSOCIATION (SMEA)
FOR CONCESSION ITEMS EFFECTIVE JULY 1, 2009**

To assist the City of Salinas in these difficult financial times, the Salinas Municipal Employees Association (SMEA) and the City of Salinas agree to an amendment to the current Memorandum of Understanding with this side letter.

The City and Salinas Municipal Employees Association (SMEA) agree to the following:

A. Contract Term Extension

12/31/11 to 12/31/13

B. 10% Pay Reduction (Furlough Program)

Until lifted by the City, employees will work a 4/9 schedule. Library employees covered by this Agreement shall be scheduled so that he/she will have a full furlough day off per pay period and there may be some flexibility for split schedules based upon the approval of the Library Director. 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 program. Police Department employees may request some flexibility for split schedules if so desired based upon the approval of the Police Chief.

C. Defer Salary Increases

(4% due 12/01/09 deferred to 12/01/11; 4% due 01/01/11 deferred to 01/01/13)

Four percent (4%) or eight (8) ranges on the salary schedule effective with the payroll inclusive of December 1, 2011.

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

D. Retirement Incentive

The City will offer a retirement incentive program. The retirement incentive of twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a normal or early retirement under their retirement plan and elects to retire prior to January 31, 2010. The maximum health insurance (to include medical, dental and vision) available will be PersChoice at employee +1 dependent. The twenty-four (24) month period will begin after the normal separation date monthly premium insurance paid by the City.

E. Parity with Other Employees

Compensatory increases provided to other employee groups will also be provided to SMEA 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.

F. Holiday: The City will allow an employee to use one hour of accrued leave or to take one hour of unpaid leave to reach the total of nine hours for the day of the holiday. Holiday leave will be provided at 8 hours paid and the employee working a nine hour or ten hours may use unpaid leave to cover the difference.

G. Outside Employment: The City agrees to modify its current Administrative Memorandum to increase the hours eligible for outside employment from 16 to 20 hours per week. This increase in hours will sunset with the removal of the furlough program.

H. Bereavement Leave: Bereavement leave will remain the same as defined in Section 8-D of the MOU.

I. 4/9 Option: A 4/9 furlough program option will be made available to Police civilian employees at the discretion of Police Administration and approval of the City Manager.

J. 4/10 Option: At the end of this Agreement or when furloughs are lifted, a 4/10 working option may be available for SMEA members per the discretion of their Department Director and approval of the City Manager and City Council.

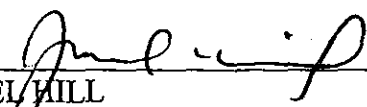
DATED 4/29/09

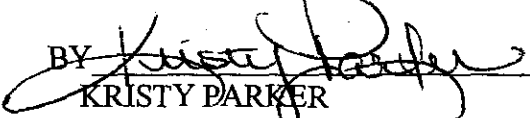
CITY OF SALINAS

BY 
ARTIE FIELDS
CITY MANAGER

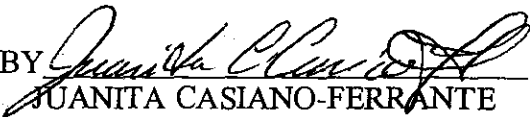
DATED 4/28/09

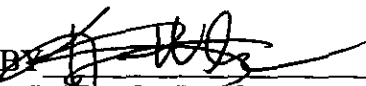
SALINAS MUNICIPAL EMPLOYEE'S
ASSOCIATION

BY 
JOEL HILL
Lead Internal Organizer, SEIU local 521

BY 
KRISTY PARKER
CO-PRESIDENT SMEA

BY 
KONI DEARMAN
CO-PRESIDENT SMEA

BY 
JUANITA CASIANO-FERRANTE
PAST-PRESIDENT SMEA

BY 
KATHY WILSON
PAST-PRESIDENT SMEA

BY 
DANIELA DeBACA
SEARGENT OF ARMS SMEA

RESOLUTION NO. 20046 (N.C.S.)

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SALINAS**

WHEREAS, the labor agreement (hereafter "Memorandum of Understanding" or "MOU") between the City of Salinas (hereafter "City") and Salinas Municipal Employees Association (hereafter "SMEA") expires on December 31, 2013.

WHEREAS, on June 21, 2011, the City and the SMEA reached Tentative Agreement establishing the terms of a contract extension expiring December 31, 2015.

WHEREAS, the City Council desires to approve the Tentative Agreement dated June 21, 2011, conditioned on a successful ratification vote by the SMEA membership at its meeting on June 22, 2011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salinas that:

1. The City Council shall approve the Tentative Agreement dated June 21, 2011, if, and only if, the SMEA membership ratifies the Tentative Agreement at their entirety at the ratification meeting on June 22, 2011.
2. If the SMEA membership ratifies the Tentative Agreement dated June 21, 2011, as discussed in paragraph 1., above, the Tentative Agreement shall be deemed approved by the City Council without the necessity of an additional meeting of the City Council.
3. Except as expressly modified by the terms of this Resolution, all other terms contained in the expired MOU shall remain status quo unless and until changed by the City Council following the statutory provisions set forth under California Government Code section 3500 et seq.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any action required to implement the actions described in this Resolution.

PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

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

NOES: None

**TENTATIVE AGREEMENT BETWEEN THE CITY OF
SALINAS AND SALINAS MUNICIPAL EMPLOYEES
ASSOCIATION, FOR CONCESSION ITEMS EFFECTIVE
JULY 1, 2011**

To assist the City of Salinas in these difficult financial times, the Salinas Municipal Employees Association and the City of Salinas agree to an amendment to the current Memorandum of Understanding with this side letter.

The City and Salinas Municipal Employees Association (SMEA) agree to the following:

A. The City agrees that it will rescind unit layoff notices identified during the FY 2011-12 budget process and not layoff unit members during the first six months of the 2011-2012 Fiscal Year, beginning July 1, 2011;

B. Contract Term Extension

December 31, 2013 to December 31, 2015

C. Defer Salary Increases

Deferral of a salary increase in the amount of 4% from 12/01/11 to 12/01/13; Deferral of a salary increase in the amount of 4% from 1/01/13 to 1/01/15;

DATED 6/21/11

CITY OF SALINAS

BY Jim Pia
Jim Pia
ASSISTANT CITY MANAGER

DATED 6/21/11

SALINAS MUNICIPAL
EMPLOYEES ASSOCIATION

BY L. Joel Hill
L. Joel Hill
SEIU Representative
TA pending unit member ratification

BY Kristy Parker
Kristy Parker
tentative w/ language adjustment

BY Randy Casey
Randy Casey
*TENTATIVE AGREEMENT
PENDING SNEA MEMBERSHIP
RATIFICATION ON 6/23/2011. RUC*