
MEMORANDUM OF UNDERSTANDING

ASSOCIATION OF
MANAGEMENT PERSONNEL

April 28, 2009

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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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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, 2011.

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

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 7 - 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

The City of Salinas shall provide any Association employee who elects a normal or early 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.

SECTION 8 - LEAVE PROVISIONS

A. Holidays

- | 1. Fixed Holidays | Date |
|---------------------------|-----------------------------|
| 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 |
- Two (2) floating holidays per calendar year effective January 1, 2008.
 - 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.
 - Holidays shall be calculated at eight (8) hours per day.

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	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 regarding Bereavement Leave (Section 11.8) 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 9 - 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 10 - 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 11 - MISCELLANEOUS

A. Layoff Policy

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

B. Wage Parity

B. Wage Parity

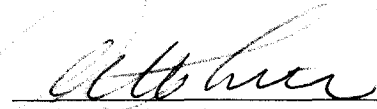
Compensatory increases provided to other employee groups will also be provided to AMPS until the furloughs are lifted. Excludes compensatory increases that are already contracted with other groups, restoration of benefits previously surrendered by other groups and increases that are mandated through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

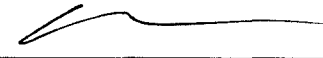
SECTION 12 - TERM

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

DATED 4-29-09
CITY OF SALINAS

DATED April 27, 2009
ASSOCIATION OF MANAGEMENT
PERSONNEL OF SALINAS

BY: 
Artie Fields, City Manager

BY: 
Andrew Myrick, President

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 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
N06	Water Resources Planner
O16	Animal Services Manager
P10	Street Maintenance Manager
Q13	Recreation Services Administrative Supervisor
Q15	Recreation 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 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
N06	Water Resources Planner
O16	* 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.