

Memorandum of
Understanding
Between the City of
Seaside
And
The Seaside Fire Fighters'
Association

July 1, 2021 –June 30, 2022

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE
CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS' ASSOCIATION**

July 1, 2021 – June 30, 2022

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE
CITY OF SEASIDE AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1218**

We, the undersigned, duly appointed representatives of the City of Seaside and of the International Association of Firefighters Local 1218, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and the Association. All items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through Meet and Confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:

A 2% base salary increase will occur on July 10, 2021.

2. Longevity Pay:

Effective the pay period beginning July 10, 2021, the following longevity pay schedule will apply.

- a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 2.5% payoff the members' base salary rate.
- b. Bargaining unit members with 10 or more years of continuous City service will receive longevity pay in the amount of an additional 2.5% of the member's base salary rate (total of 5%)
- a. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime:

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee (Emergency Call Back):

When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of four (4) hours, shall be earned.

3. FLSA Calculation:

All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1-1/2) in cash at the employee's established rate of pay, at the discretion of the Department Head. The City will not deduct credited FLSA (Fair Labor Standard Act) hours when represented employees use accumulated hours in the form of vacation, sick leave, compensated time off, personal leave time off, or bereavement leave. City will pay the FLSA hours without regard to represented employee use of accumulated benefit/leave times.

4. Shift Work Overtime:

Fire Department personnel assigned to shifts shall be compensated for overtime in the following manner:

a. When called back to work a shift because of the absence of a person regularly assigned to that shift, the pay shall be computed by dividing the employee's annual salary by 2912 hours. This figure shall be prorated for any portion of such shift and paid at time and one-half.

b. Whenever in the judgment of the Fire Chief or his designated representative, an employee is required to work in excess of his/her regular work week or regular work day, he/she shall be compensated for such overtime work at the rate of one and one-half (1 1/2) times the hourly regular rate of pay for his/her classification. (Hourly rate is based on a 56 hour work week). The regular rate of pay is the individual's base pay plus incentives.

c. Form of Compensation. An employee who works overtime and who is thus eligible for overtime compensation shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions.

i. Maximum Accumulation: Compensatory time which is allowed to accumulate, will be up to 144 hours. Compensatory time shall be calculated by multiplying the overtime hours worked by 1.5 times to reach the number of compensatory time hours. Said time off may

only be used when said employee is normally on duty with staffing to be minimum staffing plus one person. Approval to use compensatory time shall be at the discretion of the members' supervisor.

- ii. Minimum Overtime Guarantee. An employee represented by IAFF who is called back to work after he/she has completed his/her regular shift and has left his/her related court appearance of off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime rate (including court appearances) immediately prior to or subsequent to his/her regular shift shall be compensated at the overtime rate of pay for the time actually worked with no minimum number of hours of overtime guaranteed. (Hourly rate for IAFF is based on a 56 hour work week).

5. Sell Back Option:

Bargaining unit members may sell back compensatory time not used up to a maximum of 60 hours per year. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Assignment Compensation:

1. Fire Prevention Inspector:

- a. Effective on the date of appointment to the special duty assignment for Fire Prevention Inspector, a two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay.
- b. Term: The assignment will be limited to three personnel for a period of two years, and consecutive appointments are possible if the selection process warrants such.
- c. Removal from Assignment: With cause, the Department Head may remove any person filling this position. Removal of person(s) from this assignment will not be considered a disciplinary action.
- d. These personnel will be selected based on having achieved a minimum certification of Fire Prevention Officer I as recognized by the standards established by the Office of the California State Fire Marshal.
- e. These personnel will be selected based on a competitive process from the candidate pool established in paragraph (d) above.

2. Spanish Bilingual Skill Pay:

A two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay for Spanish bilingual skill as tested by the City in

conjunction with the Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing.

3. Out of Class Compensation:

Fire Chief maintains administrative discretion regarding approval to act out of class based on performance and training.

- a. Bargaining unit members qualified and approved to act out of class in one assignment (ie – fire fighter to engineer; engineer to captain) shall receive a 2% pay incentive that is ongoing as long as they meet the standards set by the Fire Chief.
- b. Bargaining unit members qualified and approved to act out of class in two assignments (ie – fire fighter to engineer and to captain; engineer to captain and to DC) shall receive an additional 1% pay incentive (3% total) that is ongoing as long as they meet the standards set by the Chief.
- c. Bargaining unit members assigned to a long-term vacancy that is the result of sickness, injury, resignation, or termination and is expected to last one pay period or more shall have their on-going incentive increased to a total of 5% starting on first day of the pay period following the first date of the assignment and continuing through the end of the assignment.
- d. The determination of vacancy will be made by the Fire Chief.

4. Hazardous Materials Response Team:

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief. There will be a maximum of 4 team members per shift, for a total of twelve (12) team members in the Department.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.
- d. Hazardous Materials Differential Pay will end on June 30, 2022, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. Anniversary Date:

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted

- b. The anniversary date of any employee shall be adjusted, changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care and medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to exceeding "temporary military leave," provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.
- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth in the Section below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step

and upon written recommendation of Department Head and approval by the City Manager.

- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon written recommendation of Department Head and approval by the City Manager.
- f. Notwithstanding, the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to a classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. In the Fire Service, if an employee is promoted from one rank to another, that employee shall be placed at a step to ensure at least a 2½% increase with respect to gross salary. If the step in the new range is the first step, the employee shall remain in the step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees holding positions in classes affected shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time service, the rate of compensation provided for such positions shall be adjusted accordingly. If the present schedule of hours is changed, appropriate adjustments shall be made in the rates. The step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day of the pay period next following the date of eligibility and authorization.

2. 40 Hour Work Week

When assigned to a 40 hour work week for training, administrative duties, light duty, etc, bargaining unit members shall receive pay and leave accrual at the 40 hour pay rate.

SECTION 3: BENEFITS

A. PERS Retirement System:

1. Plan:

- a. Tier 1: CalPERS 3% @ 50 Formula: Provided to all bargaining unit members hired on or before June 30, 2010.
- b. Tier 2: CalPERS 2% @ 50 Formula: Provided to all bargaining unit members hired on or after July 1, 2010.
- c. Tier 3: CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Employee Contribution:

- a. Effective December 22, 2012, Tier 1 and Tier 2 bargaining unit employees will pay the 9% employee contribution towards PERS.
- b. Effective January 1, 2013, Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. Effective the first full pay period after January 1, 2017, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

The City provides for 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. Deferred Compensation:

City will pay up to fifty dollars (\$50.00) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee who makes a matching contribution.

C. Medical, Dental, and Vision Insurance:

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

- a. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:
 - i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).

IAFF Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
 - iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- a. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical

- a. The City shall pay employees (not dependents) costs of health medical insurance for retirees who were hired prior to June 30, 2010.
- b. IAFF disabled employees who retire must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.
- c. The City shall pay until retiree reaches 70 or becomes eligible for Medicare, whichever comes first.
- d. Eligibility: Employees must have ten years of continuous service with the City, be at least 50 years of age, and have been hired by the City prior to July 1, 2010 to receive this benefit.
- e. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

D. Life Insurance:

City agrees to provide Group Life Insurance coverage which includes a term life insurance policy of fifty thousand dollars (\$50,000) for each represented employee.

E. Long Term Disability Insurance:

The City and Association members will split the IAFF LTD premium 50/50.

F. IRS Section 125 Plan:

The City of Seaside shall maintain an Internal Revenue Code Section 125 Plan Unreimbursed Medical and Dependent Care programs for all employees in the bargaining group. The maximum for both plans is set annually by the IRS.

G. Uniform Allowance

1. Monthly Allowance:

The combined uniform and uniform boot allowance shall be one hundred dollars (\$100.00) per month. The required uniform and uniform boots shall meet the Seaside Fire Department designated standard.

2. New Hire Initial Allowance:

Newly hired personnel of the Fire Department will receive a fixed sum equal to one thousand two hundred dollars (\$1,200.00).

3. Uniform Allowance Reimbursement:

All personnel who separate from employment with less than twelve months of full-time service, will be required to reimburse the City a prorated share of the initial uniform allowance. For each month, or portion thereof, less than twelve, the final compensation shall be reduced by one hundred dollars (\$100.00).

H. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse both full and part time employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the current IRS rate.

I. Wellness Program:

1. City Swimming Pool:

All represented members and their families shall have use of the City of Seaside's swimming pool at no cost to the employee or employee's family.

2. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

Dues will be processed by payroll deduction if administratively feasible.

3. Annual Medical Physical:

- a. All uniform represented employees shall have the option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside.
- b. The annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees assigned to a 56 hour work week, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 19 hours per month.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 22 hours per month.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.
- f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

2. Accrual:

All regular employees assigned to a 40 hour work week for one pay period or more, shall use vacation at the 40 hour rate and earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 4.29 hours per pay period.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 6.26 hours per pay period.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 7.25 hours per pay period.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 8.24 hours per pay period.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 8.57 hours per pay period.
- f. During the twenty-fifth year, vacation will be earned at the rate of 9.23 hours per pay period.

3. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

4. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Hourly Pay for Vacation Payout: For employees working shifts in the Fire Department, the method of computing hourly pay for accumulated vacation shall be as follows:
 - i. Hourly rate equals monthly salary (including incentive pays) multiplied by twelve (12) months and divided by 2912 hours.

5. Maximum Leave Bank Accumulation:

Employees represented by IAFF, will be allowed to have no more than two year's earned vacation accumulated as of the end of the 2nd pay period of January of any year. Based on extenuating circumstances, an employee may be granted one (1) additional year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum. The

City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

6. Vacation Cash Out:

The City will allow bargaining unit members to cash out 60 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. Accumulation During OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. No Interruption of Accumulation:

No interruption in accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

An employee assigned to a 56 hour work week shall earn 24 hours of sick leave with pay for each calendar month or major fraction thereof served and deducted hour for hour when used.

2. Use of Leave:

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to the Department Head for a determination that such time off will be charged to sick time rather than to vacation time.

4. Personal Leave.

During the month of November each year, represented positions shall have the option to transfer a maximum of ninety-six (96) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than ninety-six (96) hours at the end of any calendar year. Personal leave is for family emergencies.

5. Bereavement Leave:

For employees represented by the IAFF, bereavement leave will be permitted without charging such leave against sick leave upon the death of an employee's parent, child, spouse, brother, sister, grandparent, father-in-law, or mother-in-law. Bereavement leave for shift-rate Fire Department personnel will be one and one-half shifts (36 hours), however, the employee may utilize an additional thirty-six (36 hours) of sick leave to extend said leave. Additional time may be granted by the Fire Chief.

6. Family Sick Leave:

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. Sick Leave Upon Rehire:

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

8. Association Members Assigned to a 40-hour work week for one pay period or more will earn and use sick leave at the equivalent 40 hour rate (7.84 hours per pay period).

C. On-The-Job Injury Leave:

1. Labor Code 4850

Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

- a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.
- b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. Regular Holidays:

All represented employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day of September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day
- Twenty-fifth day of December (Christmas Day)

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holiday Pay:

It is the intent of this resolution that all regular City employees shall observe the twelve (12) holidays set forth above.

- a. Fire Department personnel assigned to shifts will be compensated for holidays by paying for 11.2 hours based on 56 hour work week.

E. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program

All association members shall be eligible for the City's Educational Incentive Programs.

1. Guidelines:

- a. Requests for Educational Incentive Pay shall be submitted to the Fire Chief indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information will be submitted on forms provided by the Human Resources Department.
- b. All courses taken to secure the above educational incentive pay shall be at the individuals own time and expense and any classes which have letter grades, a "C" or better must be obtained or pass if on a Pass/Fail basis, or certificate of completion if no grade is given. Any disputes shall be decided by the Human Resources Director.
- c. An employee must pass probation before receiving this benefit.
- d. Education acquired prior to appointment as an employee of the City of Seaside qualifies under this program.
- e. A college unit shall mean a semester college unit.
- f. Employees may take courses from public or private schools. Colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay

- a. 2.5% increase for 30 college units with ten of those units in Fire Science.
- b. 5% increase for 60 college units with 20 of those units in Fire Science OR an AA or AS in Fire Science or Fire Protection Technology.
- c. 5% increase for a BA/BS

- d. 7% shall be provided for a MA/MS.
- e. This incentive pay shall not stack.
- f. Association members are not required to recertify Educational Incentive Pay.

B. Tuition Reimbursement:

Tuition and book reimbursement limits shall established \$500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be \$3,000 per fiscal year.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule and Staffing:

1. Shift Staffing:

The Fire Department intends to continue its current minimum staffing level of seven (7), unless otherwise directed by the City Council.

2. Work Schedule:

The City and IAFF agree to the 48/96 schedule for all members of IAFF, Local 1218, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

3. Exchange Hours:

The City agrees to allow personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

4. **Consecutive Work Shifts:**

There will be no changes in consecutive work shift policy. Consecutive work shifts will only be allowed when no other alternatives are available.

E. Grievance Procedure:

The Association has a right to file a grievance upon the following conditions:

1. The grievance involves more than one Association member.
2. There is a specified violation of the MOU in force or a specified violation of a City or Department rule and regulation.

F. Promotional Testing:

Promotional testing for, and the filling of, approved and funded positions represented by the Association shall occur within one year of the vacancy.

G. Bilingual Training:

The City shall provide bilingual (Spanish) training for uniformed Fire Department personnel at the fire station at no cost to uniformed personnel.

H. Unit Designation:

The IAFF, Local 1218, represents the classifications of Firefighter, Fire Engineer, and Fire Captain.

SECTION 6: MISCELLANEOUS


A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Separability

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such invalidity or unconstitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

It is agreed by the parties to this agreement that the preceding represents the full and complete agreement which has been reached after discussions held in accordance with the Meyers-Millias-Brown Act. All other proposals, offers, counter-proposals, counter-offers, or other matters discussed during the meet and confer process are deemed to be rejected by both the City and the Association.



Craig Malin, City Manager
City of Seaside

Date 7/6/21



Chris Marsiguerra, President
International Association of
Firefighters, Local 1218

Date 6/24/21