

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside Management and
Supervisory Employees' Association**

July 1, 2022 – June 30, 2025

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Memorandum of Understanding between the City of Seaside and the Seaside
Management and Supervisory Employees' Association

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Management Employees' Association, a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and 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, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. General Salary Adjustments:

- a. Effective the pay period beginning July 9, 2022, all members will receive a 3% salary increase.
- b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
- c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
- d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

2. Longevity Pay:

- a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- b. Bargaining unit members with ten 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 5%).
- c. 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%).

3. Spanish Bilingual Pay:

- a. A represented employee who receives a passing grade on his / her bilingual skill test will receive a 2 ½% pay adjustment. The City will use Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing.
- b. Employee must pass both the listening and reading comprehension test or the speaking test to be eligible for bilingual pay.
- c. This program is subject to administrative direction and to City established procedures.

4. Additional Pay for Additional Duties

- a. When a management employee assumes duties and responsibilities beyond those regularly performed in the employee's existing job classification, the City Manager may, in the City Manager's discretion, institute performance pay in an amount equal to 2 1/2 % or 5%.
- b. The institution of performance pay shall be confirmed in writing by the City Manager.

5. Additional Pay for Temporarily Assuming Supervisor's Position

- a. A pay increase not to exceed 5% may be paid to a management employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.
- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.
- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

6. Temporary Upgrade Pay (non-exempt represented employees only)

- a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive calendar days.

- b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least 5% over his/her current regular compensation.
- c. The assignment shall be confirmed in writing by the Manager.
- d. Acceptance of an interim assignment to higher position, thirty (30) or more consecutive days, shall require mutual assent of employer and employee.

7. Performance Pay

This section is temporarily suspended for a period not to exceed 12 months from ratification and approval of the MOU. The City is in the process of reviewing and updating the performance evaluation system. Once that is complete, and the City has had the opportunity to evaluate that sufficient support systems are in place for a fair and defensible performance pay system, the Human Resources Director / Risk Manager will meet and consult with the association to discuss performance pay parameters. Any SMSEA member currently receiving Performance Pay at the time the MOU is ratified, will be grandfathered into the existing program.

The City Manager is authorized to grant an annual salary increase of up to 10% to a management employee's base salary, depending upon the performance of the employee under consideration for salary increase. When granted, Performance Pay will end at the conclusion of one calendar year unless extended in writing by the City Manager. This will give the City Manager flexibility in setting salaries consistent with performance.

8. Specialized Drivers' License

All individuals assigned to operate equipment requiring possession of a Class B or higher specialized California drivers' license shall receive a 5% premium pay for possession of a valid license. This differential is applicable when the regular job assignment requires operation of equipment of a specialized class for at least eleven (11) days during the calendar month. This differential shall not apply to individuals receiving equipment operation training instruction and/or short term work experience assignments.

9. Recruitment Incentive for Associate & Senior Engineer

The following recruitment incentive will apply to all Associate Civil Engineer and Senior Engineers hired on or after July 1, 2021.

- a. \$7,500 will be paid in the first full pay period of employment
- b. \$7,500 will be paid in first full pay period after passing probation
- c. \$7,500 will be paid in first full pay period following 2nd anniversary
- d. \$7,500 will be paid in first full pay period following 3rd anniversary

B. Overtime (Non-Exempt Represented Employees)

1. *Pre-Approval:*

Requests for overtime must be pre-approved by the Department Head or Department Head designee. Overtime which cannot be scheduled and approved in advance shall be permitted at the Department Head's discretion, subject to City Manager review.

2. *Minimum Overtime Guarantee:*

When an employee is called back to work on an emergency basis, the employee shall be compensated for a minimum of two (2) hours overtime.

3. *FLSA Overtime Calculation:*

Overtime shall be paid at time-and-a-half for hours worked in excess of 40 hours per week. All employee overtime shall be earned in increments of no less than 15 minutes and will be compensated in cash at the rate of time and one-half (1 ½) the employee's established overtime rate .

4. *Maximum Compensatory Time Off Balance:*

Compensatory time off may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Non-exempt represented employees may accrue up to a maximum of 80 hours of compensatory time in lieu of overtime.

5. *Martin Luther King & July 4th Calculation:*

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

6. *Festival of Patriots Parade:*

Bargaining unit employees required to work the day of the Festival of Patriots Parade shall receive premium pay at the rate of time and one half the employee's established overtime rate. This premium is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

C. 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, or 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 or 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 of 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 military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge 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 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 the 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 the 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 the 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 the written recommendation of the Department Head and approval of 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 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. If the step in the new range is the first step, the employee shall remain in that 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 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 forgoing 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 services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present 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 on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

The City contracts with the California Public Employees' Retirement System (CalPERS or PERS) for retirement benefits.

1. CalPERS Classic Plan for Classic Members

- a. "Classic" members will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan (Gov't Code 21354.4). The 2% @ 55 plan will also be provided to new City employees who are considered to be Classic members under the California Public Employees' Pension Reform Act (PEPRA). A classic member is a member who does not fit the definition of "New" member as defined in Gov't Code 7522.04(f).
- b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the 7% employee contribution.
- c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

2. CalPERS PEPRA Plan for New Members

- a. "New" members, as defined in Gov't Code 7522.04(f), will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan (Gov't Code 7522.20(a)).
- b. Employee Contribution: As required by PEPRA, New members enrolled in the PEPRA plan shall pay 50% of the "normal cost" of projected benefits attributable to the current year of service as determined annually by CalPERS. This employee contribution may change annually as required by PEPRA. CalPERS Survivor Benefits
- c. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

3. CalPERS Survivor Benefits

- a. The City provides for 1959 Survivors Benefit Level Four coverage under the 1959 Survivor's Benefit per Gov't Code section 21574. The employee cost is \$2 per month.

B. PARS Supplemental Retirement Plan:

1. Plan:

The City will provide the PARS .5% @ 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

2. Eligibility:

Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan became effective July 1, 2002.

3. Contribution:

The City will make the required contribution to the PARS Supplemental Retirement Plan.

C. Deferred Compensation:

The City will pay up to two hundred dollars (\$200) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

D. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions

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

a. MCSIG PPO \$40 (70/30 Plan)

The City will pay 100% of the employee only premium and 95% of the dependent premium.

b. MCSIG PPO \$25 (80/20 Plan)

The City will pay 100% of the employee only premium and 85% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

c. 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 \$25 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015

The City will pay 90% of the employee only premium and 75% of dependent premium.

e. **Dental & Vision**

Association members will follow the Plan II and IV dental and vision contribution schedules (Attachment 2) and the City and employee will split the cost of any increase or decrease in dental and vision premiums on a 50/50 basis.

2. Retiree Medical:

- a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.
- b. The City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan, for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.
- c. Subject to the rules of the plan, employee may cover dependents by paying the monthly premium.
- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.
- e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

E. Life Insurance:

1. Exempt Employees:

The City will provide term life insurance for all exempt represented employees in the amount of two times the employee's annual salary (minimum of \$150,000.)

2. Non-Exempt Employees:

The City will provide term life insurance for all non-exempt represented employees at the amount of \$50,000.

F. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

G. Employee Assistance Program:

The City shall pay the cost of an employee assistance program for represented employees.

H. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement up to the applicable IRS maximum.

I. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon IRS mileage rates.

J. Wellness Program:

1. Health Club / Workout Subscription Service Membership:

The City will pay up to \$45 per month towards an employee membership at a health club or workout subscription service upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

2. City Recreation Facilities:

Represented employees and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

K. Safety Boot Reimbursement:

Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$250 per year for the purchase or resoling of safety boots.

L. Uniforms:

The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform.

Effective July 1, 2015, the parties agree that the value of the uniforms provided shall be considered to be \$50.00 per month.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of $16 \frac{2}{3}$ hours per month or twenty-five (25) days per year.

2. Vacation Use:

Vacation shall be scheduled at a time fixed by the employee's Department Head and shall be taken without loss in pay.

3. Minimum Leave Event:

Vacation shall not be used in increments of less than one-quarter ($\frac{1}{4}$) hour.

4. Vacation and Holidays:

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. *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 vacation time on the effective date of 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 Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
 - i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. *Maximum Accumulation:*

Employees will be allowed to have no more than three years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Sick leave converted to vacation shall not increase the maximum amount an employee may accumulate. 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.

7. *Vacation Cash-Out:*

The City will allow association members to cash out 40 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 forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. 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 three years of vacation accumulation at the end of any calendar year.

8. *Compensation in Lieu of Time Off:*

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

9. *Accumulation during OJI Leave:*

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

10. No Interruption of Accumulation:

No interruption in the 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.

11. Vacation during Probation:

Newly hired employees assigned to SMESA may use vacation leave.

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

1. Accrual:

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. Physician's Certificate Use of Leave:

Such 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. 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. Evidence of the reason for the absence may be required in the form of a physician's certificate or otherwise to verify the reason for an employee's absence during the time for which sick leave is requested.

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

3. Minimum Leave Event:

Sick leave shall not be used in increments of less than one-quarter (1/4) hour.

4. 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 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 their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. Family Sick Leave:

Sick leave may be used for illness 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.

6. Bereavement Leave:

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Family member shall be defined as set forth in paragraph B.5 of this section. Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 schedule, this would be 10 hours.

C. On-The-Job Injury Leave:

1. Leave of Absence:

Whenever a represented employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. Leave Accrual:

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

3. Temporary Disability Benefits:

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. Use of Accumulated Leaves:

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees shall earn 40 hours of management leave per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant an additional forty (40) hours of management time leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than five days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Cash-Out

All management employees shall be permitted to cash out up to 40 (forty) hours of unused annual management leave 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 forty (40) hours of management leave, which will be earned in the following calendar year, at the employee's base rate of pay. 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 management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management 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.

E. Administrative Leave

Management employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours

Hired October 1 – November 30 10 Hours
Hired December 1 – December 31 0 Hours

F. Holidays

1. Regular Holidays:

All 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)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above. Any exempt bargaining unit member required to work on any regularly scheduled holiday shall accumulate 8 hours of holiday time that must be taken by March 31 of the following calendar year or it shall be forfeited. Accrued holiday time has no cash value.

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. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Holidays shall be calculated on an eight (8) hour workday.

6. Floating Holiday:

Each calendar year, bargaining unit members shall receive one floating holiday (8 hours) that has no cash value and must be used on or before December 31st of each year or it is forfeited.

G. Jury Duty:

1. Jury Duty:

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

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

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

1. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.
- b. The City will encourage enrollment through tuition and book reimbursement to be approved as follows:
 - i. Exempt employee reimbursement for professional development classes and college level classes that do not qualify to be transferred for credit to a four (4) year university shall be capped at \$2000 per fiscal year.
 - ii. Exempt employee reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000 fiscal year.
 - iii. Non-exempt employee reimbursement for Certificate Program and AA plan classes shall be \$400 per fiscal year.
 - iv. Non-exempt employee reimbursement for BA and MA plan classes shall be \$600 per fiscal year.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the

employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Manager. This information shall be submitted on forms provided by the Human Resources Office.

- d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

2. Educational Incentive Pay (non-exempt represented employees only):

- a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%
- b. Completion of AA/AS degree – 3%
- c. Completion of BA/BS degree – 4.5%
- d. Completion of MA/MS degree – 6%
- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.
- g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council. Vendor selection will be based on mutual agreement of the various bargaining units.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule:

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule

requests, including a four day work week, and approve where such alternative schedules meet the best interests of the City. It is the responsibility of the member to request a flexible schedule if they believe an alternative schedule will provide a better life / work balance and continue to meet the operational needs of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: 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. Savings Clause:


It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the 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 sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.



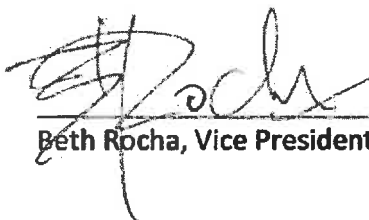
Jaime Fontes, City Manager

8/19/2022
Date



Dave Fortune, President SMSEA

8/9/2022
Date



Beth Rocha, Vice President, SMSEA

8/9/22
Date