

**Comprehensive Listing of
Personnel Benefits for Non-
Represented Confidential
Employees**

July 1, 2022 – June 30, 2025

**Comprehensive Listing of Personnel Benefits for
Non-Represented Confidential Employees**

SECTION 1: TERM	6
SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN	6
A. Direct Pay for Services:	6
1. Salary Adjustments:	6
2. Equity Adjustments:	6
3. Longevity Pay:.....	6
B. Overtime	6
1. Pre-Approval:	6
2. Minimum Overtime Guarantee:	7
3. Overtime Calculation:.....	7
4. FLSA Work Period / Work Week.....	7
5. Maximum Compensatory Leave Balance:	7
6. Holiday Calculation:.....	7
7. Martin Luther King & July 4th Calculation:	7
C. Special Pay.....	7
1. Spanish Bilingual Pay:.....	7
2. Notary Pay	8
3. Temporary Upgrade Pay:	8
D. Administration of Pay Plan:.....	9
1. Anniversary Date	9
2. Salary Ranges.....	9
SECTION 3: BENEFITS	11
A. Retirement:.....	11
1. CalPERS Classic Plan	11

2.	CalPERS PEPRA Plan	11
3.	CalPERS Survivor Benefits.....	11
4.	PARS Supplemental Retirement Plan:	11
5.	Deferred Compensation:	11
B.	Life, Medical, and Dental Insurance:.....	11
1.	Contributions	12
2.	Retiree Medical:	12
C.	Life Insurance:	13
D.	Short-Term Disability:.....	13
E.	Long-Term Disability:.....	13
F.	IRS Section 125 Plan:	13
G.	Mileage Reimbursement:.....	13
H.	Wellness Program:	13
1.	Health Club Membership:.....	13
2.	City Swimming Pool:	13
3.	No Smoking Agreement:	14
I.	City Shirts:	14
SECTION 4: LEAVE PROVISIONS		14
A.	Vacations.....	14
1.	Accrual:	14
2.	Vacation During Initial Probation:.....	14
3.	Minimum Leave Event:	15
4.	Vacation and Holidays:	15
5.	Vacation Upon Termination:	15
6.	Maximum Accumulation:	15

7.	Vacation Cash-Out:	15
8.	Compensation in Lieu of Time Off:	16
9.	Accumulation during OJI Leave:	16
10.	No Interruption of Accumulation:	16
B.	Sick Leave with Pay for Non-Job Related Illness, Injury or Disability	16
1.	Accrual:	16
2.	Employee Illness or Injury:	16
3.	Sick Leave Upon Rehire	16
4.	Minimum Leave Event:	17
5.	Illness/Injury During Vacation:	17
6.	Family Sick Leave:	17
7.	Bereavement Leave:	17
8.	Personal Leave:	17
C.	On-The-Job Injury Leave:	17
1.	Leave of Absence:	17
2.	Leave Accrual:	18
3.	Temporary Disability Benefits:	18
4.	Use of Accumulated Leaves:	18
D.	Holidays	18
1.	Regular Holidays:	18
2.	Holiday Calculation:	18
3.	Memorials:	18
4.	Holidays on Sunday:	18
5.	Holidays on Saturday:	19
6.	Floating Holidays:	19

E. Jury and Election Duty:	19
1. Jury Duty:	19
2. Election Duty:.....	19
SECTION 5: WORKING CONDITIONS.....	19
A. Continuing Education and Professional Growth:	19
1. Tuition Reimbursement:	19
2. Educational Incentive Pay:.....	20
3. Requalification.....	20
B. Service Awards:	20
C. Employee Incentive Pay:.....	20
D. Work Schedule:.....	21
E. Notice of Layoff:	21
F. Probationary Period:	21

Comprehensive Listing of Salaries and Benefits for Non-Represented Confidential Employees

SECTION 1: TERM

The provisions of this resolution 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. Salary Adjustments:

- a. Effective in the first full pay period of July 2022 (July 9, 2022), a three-percent (3%) base salary increase will be provided to all bargaining unit employees. Bargaining unit employees must be employed on the date the salary increase is paid in order to be eligible for the increase.
- b. Effective in the first full pay period of July 2023 a four-percent (4%) salary increase will be provided to all bargaining unit employees.
- c. Effective in the first full pay period of July 2024 a four-percent (4%) across the salary increase will be provided to all bargaining unit employees.

2. Equity Adjustments:

Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1).

3. 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%).

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:

When an employee is called back to work on an emergency basis, the employee shall be paid two (2) hours or actual hours worked on the call back, whichever is greater, at time-and-a-half the City's premium rate (hourly base pay rate plus incentives).

3. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. FLSA Work Period / Work Week

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

5. Maximum Compensatory Leave Balance:

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

6. Holiday Calculation:

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, holiday time shall count as time worked.

7. 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.

C. Special Pay

1. Spanish Bilingual Pay:

- a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the City Manager.
- b. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½%

premium above base pay after successful completion of City provided testing.

- c. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties and achieves a "Distinguished" proficiency on their writing examination will be provided a 2 ½% premium above base pay after successful completion of City provided testing.
- d. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- e. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
- f. Unless recommended by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.
- g. No employee shall be eligible for bilingual pay in excess of 7.5% above base pay.

2. Notary Pay

Confidential employees who are certified by the California Notary Commission as a Notary Public will receive a 5% base pay increase so long as they use their certification in the course of their duties with the City.

3. Temporary Upgrade Pay:

- 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 fourteen (14) 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 five (5) percent 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 days, shall require mutual assent of employer and employee.

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, 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. 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:

1. CalPERS Classic Plan

- a. Employees hired prior to January 1, 2013 will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.
- b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

2. CalPERS PEPRA Plan

- a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.
- b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

3. CalPERS Survivor Benefits

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

4. PARS Supplemental Retirement Plan:

- a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for employees hired on or before June 30, 2010.
- b. Contribution: The City will make the employee's contribution.
- c. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

5. Deferred Compensation:

The City will pay up to one hundred twenty five dollars (\$125) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ \$50 each).

B. Life, Medical, and Dental Insurance:

Eligible bargaining unit 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. **MCISG 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; 75% of the dependent premium.
- e. **Kaiser High and Mid Plan.**
Confidential employees electing to participate in a Kaiser Plan will pay the difference between the City's contribution for the PPO \$40 Plan and the Kaiser plan premiums. In the event the Kaiser plan premium is lower than the MCSIG PPO \$40 plan, no cash-in-lieu will be provided.
- f. 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. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance
- b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65.
- c. Employee may cover dependents by paying the additional 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.

C. Life Insurance:

The City will provide term life insurance for confidential employees in the amount of \$50,000.

D. Short-Term Disability:

The City agrees to facilitate the Association's enrollment in California State Disability Insurance (CASDI), or an alternate STD Plan, should the Association express an interest in doing so. Member's electing to participate in an STD plan will be responsible for 100% of the premium.

E. Long-Term Disability:

The City and the employee shall share equally the cost of a long-term disability program.

F. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

G. 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 the IRS mileage rates.

H. Wellness Program:

1. Health Club Membership:

City will pay up to \$50 per month towards an employee membership at a health club 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.

2. City Swimming Pool:

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

3. No Smoking Agreement:

In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

I. City Shirts:

The City shall provide all confidential employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

In order to be eligible to earn leave or paid time off under this section, an employee must be in a paid leave status for the majority of the pay period.

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 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 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 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 of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of 14.667 hours per month or twenty-two (22) days per year.

2. 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 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.

3. *Minimum Leave Event:*

Vacation shall not be used in increments of less than one-half (1/2) 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:*

Confidential employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any 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.

7. *Vacation Cash-Out:*

The City will allow confidential employees 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 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.

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 injury on-the-job 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.

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

1. *Accrual:*

Each full-time employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. *Employee Illness or Injury:*

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.

After the first three days of sick leave per fiscal year, 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. All employees requesting sick leave for more than three consecutive days and for the sixth day of sick leave in a fiscal year will be required to submit a physician's certification upon their return to work.

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.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. *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.

4. *Minimum Leave Event:*

Sick leave shall be charged on an hour-for-hour basis.

5. *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.

6. *Family Sick Leave:*

Employees may use sick leave for any leave covered by the Family Care and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner of the employee in accordance with the California Labor Code section 233 regarding kin care.

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. *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. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

8. *Personal Leave:*

The sick leave to personal leave conversion program is eliminated effective December 31, 2017. Any personal leave on the books at that time will be returned to the employee's sick leave bank.

C. *On-The-Job Injury Leave:*

1. *Leave of Absence:*

Whenever a confidential 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. *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 in 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)

2. *Holiday Calculation:*

Holidays shall be calculated as 8 hours.

3. *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.

4. *Holidays on Sunday:*

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

5. *Holidays on Saturday:*

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

6. *Floating Holidays:*

Each calendar year, confidential employees shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31st each year or it is forfeited.

- a. Initial Accrual: For newly hired employees, the initial floating holiday accrual shall be prorated in accordance with the following schedule:
 - i. Hired January 1 – March 31: 16 hours
 - ii. Hired April 1 – June 30: 12 hours
 - iii. Hired July 1 – September 30: 8 hours
 - iv. Hired October 1 – December 31: 0 hours

E. *Jury and Election 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 Finance. 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.

2. *Election Duty:*

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

SECTION 5: WORKING CONDITIONS

A. *Continuing Education and Professional Growth:*

All confidential employees 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 required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$500 per fiscal year for Certificate Program and AA plan and \$3,000 per fiscal year for BA and MA plan.

- 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 Director. This information shall be submitted on forms provided by the Human Resources Office.

2. Educational Incentive Pay:

- 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. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.
- 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.

3. Requalification

Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

B. Service Awards:

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program 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.

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:


Confidential employees will work a 40 hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

E. Notice of Layoff:


The City will to provide 30 days notice of "Intent to Layoff" to the employee.

F. Probationary Period:

Probation shall be 1 year for all new employees.



Jaime Fontes, City Manager



Date

City of Seaside
Salary Survey Data
May 2022

Position Title	Group	Current Maximum monthly Salary	Maximum Monthly Salary based on Survey Data	Percent Behind Market (at or over market)	Equity Adjustment Jan 23, Jan 24, Jan 25	Rationale
Information Services Technician	Conf- NE	\$6,272	\$6,988	-11.4%	3.8%	Internal Alignment; 2.5% above the HR Specialist
Human Resources Specialst	Conf- NE	\$6,357	\$6,690	-5.2%	1.7%	Market and range placement.
Payroll Specialist*	Conf- NE	\$6,838	\$6,607	3.4%		Market and range placement.
Legal Assistant*	Conf- NE	\$6,767	\$6,533	3.5%		Equivalent to Executive Assistant
Executive Assistant*	Conf- NE	\$6,767	\$6,533	3.5%		Market and range placement.
Senior Administrative Assistant-CONF*	Conf- NE	\$6,240	\$5,855	6.2%		5% above Senior Admin Asst
*no adjustment						
Legend for columns:						
Column 1 - Classification Title.						
Column 2 - Seaside labor association.						
Column 3 - Seaside's current monthly maximum salaries.						
Column 4 - Proposed Salary range number from the newly proposed salary range schedule.						
Column 3 - Percentage from Total Monthly Comp median is the market percentage differential the Seaside Benchmark classification is from the Market Median.						
Column 4 - Market or Internal placement shows the total monthly compensation market median dollar values derived from the market survey results, or the internal placement percentage.						
Column 4 - Monthly maximum salary of the newly proposed salary ranges.						
Column 5 - This percentage expresses the difference between Seaside's current salaries and the proposed salaries.						
Column 6 - This is the Relationship (to evaluate salary differential between related classifications)						
Column 6 - The rationale expresses how the proposed salary recommendation was arrived at (i.e., whether market results or internal alignments were used).						