

City of Seaside
Compensation Plan for Unclassified Non-Exempt Positions
Effective July 1, 2022

1. **APPLICATION:** This Compensation Plan applies to non-exempt job classifications established as unclassified.
2. **EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of their appointing authority and they may be terminated or disciplined at will without any right of appeal.
3. **SALARY ADJUSTMENT:**
 - 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.
4. **SPECIAL PAY:**
 - A. **Longevity Pay:**
 - a. Unclassified employees 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. Unclassified employees 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. Unclassified employees 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. **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 Appointing Authority.
 - b. Upon approval of the Appointing Authority, 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. 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.
 - d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
 - e. Unless recommended approved by the Appointing Authority, bilingual pay will be for Spanish only.

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C. Notary Pay:

Unclassified 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.

5. OVERTIME:

A. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Appointing Authority or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Appointing Authority discretion.

B. 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.

C. 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.

D. Maximum Compensatory Leave Balance:

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

6. ADMINISTRATION OF PAY PLAN:

A. 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

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forward a time equal to any delay in movement through the steps of the salary range put forth below.

B. Salary Ranges

- a. The five (5) steps of each salary range shall be interpreted and applied as follows:
- b. 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.
- c. 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 Appointing Authority and approval by the City Manager.
- d. 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 Appointing Authority and approval by the City Manager.
- e. 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 Appointing Authority and approval by the City Manager.
- f. 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 Appointing Authority and approval of the City Manager.
- g. 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:
- h. 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.
- i. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- j. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate

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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.

- k. 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.
- l. 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.
- m. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

7. RETIREMENT:

A. Tier 1 - CalPERS 2% @ 55

- a. Eligibility: Employees determined by CalPERS to be "classic members."
- b. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.

B. Tier 2 - CalPERS 2% @ 62 Plan

- a. Eligibility: Employees determined by CalPERS to be "new members."
- b. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.

C. Survivor Benefits: The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

D. 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 @ \$75 each).

8. HEALTH AND WELFARE BENEFITS

A. Medical Contributions:

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

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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.

B. Dental and Vision Contributions: The City will contribute towards the cost of the employee's dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

a. Annual Premium Adjustments: The City and the employee will split the cost of any increase or decrease to the premium on a 50/50 basis.

C. Life Insurance: The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.

D. Long-Term Disability: The City shall pay the cost of a long-term disability program.

E. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.

F. Wellness Program:

a. 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. The City will process dues 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.

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- b. **City Swimming Pool:** Employees and their families will have use of City swimming pool at no cost and may have resident’s fee and early-bird sign up for swim classes.

9. LEAVE BENEFITS:

A. Vacation: the Appointing Authority has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.

- a. **Accrual Rates:** The regular accrual rate shall be:

Years of City Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- b. **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.
- c. **Maximum Accumulation:** 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.
- d. **Cash Out:** The City will allow 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 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 employee, and does not change the

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practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

- e. **Accumulation during OJI Leave:** An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
- f. **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

- a. **Accrual:** Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the Appointing Authority may provide a new employee with a starting leave bank.
- b. **Sick Leave Use:** Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
- c. **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.

C. On-The-Job Injury Leave:

a. **Leave of Absence:**

Whenever an 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.

- b. **Leave Accrual:** An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.
- c. **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.
- d. **Use of Accumulated Leaves:** Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays: All employees in a pay status for the majority of a pay period 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)

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- 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)
- e. **Holiday Calculation:** Holidays shall be calculated as 8 hours.
- f. **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.
- g. **Holidays on Sunday:** When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.
- h. **Holidays on Saturday:** When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

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 also applicable to those employees serving on the Grand Jury.

10. CONTINUING EDUCATION AND PROFESSIONAL GROWTH

A. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Appointing Authority. 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 Appointing Authority 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.

B. Educational Incentive Pay:

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

11. WORK SCHEDULE:

Employees will work a 40 hour work week. The work schedule shall be defined by the Appointing Authority. Consistent with City past practice the Appointing Authority 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 Appointing Authority has the sole discretion to decide whether to approve or deny such alternative schedules.