

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

**January 1, 2017 – June 30, 2019**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SEASIDE AND THE  
SEASIDE CITY EMPLOYEES' ASSOCIATION  
January 1, 2017 – June 30, 2019**

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MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE CITY  
EMPLOYEES ASSOCIATION  
**January 1, 2017 – June 30, 2019**

We, the undersigned, duly appointed representatives of the City of Seaside and of the Seaside City Employees Association, a recognized employee organization, hereinafter referred to as “City” and “Union” represented by Laborers International Union of North America, Local 270, AFL-CIO, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Union, and apply to the City of Seaside non-management miscellaneous employees designated to be represented by the Union.

**SECTION 1: TERM**

The provisions of the Memorandum of Understanding shall become effective January 1, 2017, and shall remain in effect for a period, terminating on June 30, 2019.

**SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN**

**Class and Comp Study and Certificate Pay:** The City and the Association agree to finalize the impacts and effects negotiations for the classification and compensation study and certificate pay through a labor/management committee no later than April 15, 2017.

**A. Direct Pay for Services:**

*1. Salary Adjustments:*

- a. Effective January 14, 2017, all bargaining unit members will receive a 2% base salary increase.
- b. Effective July 1, 2017, bargaining unit members in the following classifications will receive equity adjustments:
  - Assistant Engineer 3.80%
  - Code Enforcement Officer 2.50%
  - Electrician 3.50%
  - Equipment Mechanic 1.70%
  - Parks Crew Chief 2.80%
  - Parks Irrigation Specialist 3.00%
  - Maintenance Worker 4.60%
  - Maintenance Worker II 3.75%
  - Specialist (Public Works, Building) 2.20%
  - Water Maintenance Worker 3.90%
  - Water Specialist 4.20%

- Youth Center Supervisor 4.10%
- Youth Resource Center Coordinator 4.10%

c. Effective the first pay period following July 1, 2018, bargaining unit members in the following classifications will receive equity adjustments:

- Assistant Engineer 3.80%
- Code Enforcement Officer 2.50%
- Electrician 3.50%
- Equipment Mechanic 1.70%
- Parks Crew Chief 2.80%
- Parks Irrigation Specialist 3.00%
- Maintenance Worker 4.60%
- Maintenance Worker II 3.75%
- Specialist (Public Works, Building) 2.20%
- Water Maintenance Worker 3.90%
- Water Specialist 4.20%
- Youth Center Supervisor 4.10%
- Youth Resource Center Coordinator 4.10%.

d. Effective the first pay period following January 1, 2019, all bargaining unit members will receive a 2% base salary adjustment.

**2. Longevity Pay:**

Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of 2.5% of the member's base salary rate.

**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 actual time worked, with a minimum of two (2) hours, shall be earned.

**3. FLSA Calculation:**

Overtime shall be paid at time-and-a-half for hours worked in excess of 40 hours per work week. All employee overtime shall be earned in increments of

one-quarter (1/4) hour and will be compensated in cash at the rate of time and one-half (1 ½) the employee's regular rate of pay.

**4. *Maximum Compensatory Leave Balance:***

Compensatory time off may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel represented by SCEA may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime. An employee may utilize compensatory time off if the employee's request is made reasonably in advance of the date(s) requested and approved by the Department Head or designee unless the requested time off would unduly disrupt the operations of the Department.

**5. *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.

**6. *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.

**7. *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 regular rate of pay. This premium is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

**C. *Special Pay***

**1. *Certification/License Incentive Pay:***

- a. Employees who obtain and maintain one of the following licenses or certificates, or others approved in writing by the City Manager, which enhances the employee's ability to do his or her job, shall receive premium pay in the amount of 5% of the employee's base salary. The premium pay is not stackable and shall not exceed 5% of the employee's base salary regardless of the number of certifications or licenses held.
  - i. Class B Drivers' License
  - ii. Collections System Certification
  - iii. Backflow Testers Certification
  - iv. Water Treatment Certification
  - v. Water Distribution Certificate
  - vi. Qualified Pesticide Applicator's Certification



vii. State Certified Electrician

- b. An employee is eligible for the certification/license pay only where the license or certification is issued by a State agency or approved accrediting organization following a program of instruction or training undertaken by the employee as determined and approved by the Department Head.
- c. Employees are ineligible for certification/license pay for any certificate or license which the employee is required to maintain as a minimum job requirement as outlined in the job description for the classification.

**2. *Spanish Bilingual Pay Program***

- 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. 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 by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.
- f. No employee shall be eligible for bilingual pay in excess of 5% above base pay.

**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 a higher position of thirty (30) or more days shall require mutual written assent of the City and employee.

**4. *On-Call/Standby Pay:***

All employees assigned to be on call shall be paid 14 hours of straight time per week. If an employee is unable to complete their full week of on-call, the time shall be prorated on a daily basis.

**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 Family Medical Leave Act or California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. 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.

**2. *Laborer's International Union of North America National (Industrial) Pension Fund for Unit Employees hired on or before December 31, 2012***

a. All Bargaining Unit Employees hired on or before December 31, 2012:

- i. The City will continue to contribute to the Pension Fund on behalf of bargaining unit employees who were hired on or before December 31, 2012 as outlined herein. The City will not offer or contribute to the Pension Fund for any bargaining unit employee hired on or after January 1, 2013.
- ii. The Pension Fund's Preferred Rehabilitation Schedule for contributions has been adopted by the City and SCEA. Such adoption was concurrently memorialized in writing between the City, SCEA and the Pension Fund.
- iii. If the amount of employer contribution required by the Pension Fund increases after April 1, 2011, such increase shall be paid by the City *in lieu of* salary or wages of the bargaining unit employee and shall be encompassed within the authorized gross wage/salary reductions set forth in subparagraphs a.iii. and b.ii. below.

b. **Employees hired prior to July 1, 2010:**

- i. For all bargaining unit employees hired by the City prior to July 1, 2010, the City will pay, in addition to the employees' wages, the sum of \$1.00 per credited hour per employee with a cap of \$40.00 per work week. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.
- ii. The City will also pay, on behalf of bargaining unit employees hired prior to July 1, 2010, the sum of \$.65 per credited hour per employee with a cap of \$26.00 per work week *in lieu of* salary or wages of the employee effective April 1, 2011.
- iii. Bargaining unit employees hired prior to July 1, 2010 will be subject to a gross wage/salary reduction of \$.65 per credited hour, up to \$26.00 per work week, in order that the additional

contribution of \$.65 per credited hour in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

**c. Employees hired between July 1, 2010 and December 31, 2012:**

- i. For all bargaining unit employees hired by the City on or after July 1, 2010 and before January 1, 2013, the City will contribute the minimum employer contribution amount required by the Pension Fund per credited hour per employee up to 40 hours per work week *in lieu of* salary or wages of equal amount. As of April 1, 2011, such amount is \$1.65 per credited hour, per employee up to \$66.00 per work week *in lieu of* salary or wages. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.
- ii. Bargaining unit employees hired on or after July 1, 2010 and before January 1, 2013, will be subject to a gross wage/salary reduction of the minimum employer contribution required under the Pension Fund (\$1.65 per credited hour, per employee up to \$66.00 per work week as of April 1, 2011), in order that the contributions in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

**4. Deferred Compensation:**

The City will pay up to fifty dollars (\$50) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

**B. Medical, Dental, and Vision 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 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

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

SCEA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

- 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 \$40 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 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- e. 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 employee's (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 for employees represented by SCEA until age 65.
- c. Employee may cover spouse 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.

**C. Life Insurance:**

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

**D. Long-Term Disability:**

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

**E. 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.

**F. Uniform Allowance:**

- a. Code Enforcement Officers required to wear uniforms will receive a uniform allowance of \$63 per month. The City will not provide uniform replacement and/or maintenance.
- b. 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.

**G. Safety Boot Allowance:**

The City will pay up to a maximum of \$250 per employee per fiscal year for safety shoes or resoling of existing safety shoes for all members required to wear safety toe shoes. This allowance shall only be used to purchase new safety shoes or resole existing shoes. Bargaining unit members can purchase boots using the City's account at Redwing Shoes in Monterey, or they can purchase boots at any vendor they choose and submit a receipt to their supervisor for reimbursement.

**H. 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.



**I. Wellness Program:**

**1. Health Club Membership:**

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible.

**2. City Swimming Pool:**

Association 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.

**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 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 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-quarter (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 represented by SCEA, will be allowed to have no more than two years earned vacation accumulated as of the end of the 2<sup>nd</sup> pay period of January of any year. Payout for leave in excess of maximum will occur on the 1<sup>st</sup> 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 bargaining unit members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Bargaining unit members wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining unit member, 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 in SCEA, shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

**2. *Use of Leave:***

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

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

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

**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:***

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. Employees may use an additional 16 hours of sick leave to extend said leave.

**8. *Personal Leave:***

During the month of November each year, bargaining unit members hired before March 3, 2017, shall have the option to transfer a maximum of forty-eight (48) hours of accumulated sick time to personal leave. A minimum sick leave balance of 120 hours must be maintained in order to be eligible to convert sick leave to personal leave. For example, an employee who has 150 hours of sick leave on the books at the time of the election will be eligible to convert up to 30 hours of sick leave to personal leave. Accumulated personal leave shall not be greater than forty-eight (48) hours at the end of any calendar year. Sick leave converted to personal leave under this section has no cash value. Any leave accumulated beyond 48 hours must be used within the calendar year that the conversion occurred or it will be forfeited. Bargaining unit members hired on or after March 3, 2017, are not eligible for Personal Leave.

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

**1. *Leave of Absence:***

Whenever an employee who is represented by Seaside City Employees Association 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)
- 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 on an eight (8) hour workday.

**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, bargaining unit members shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31<sup>st</sup> each year or it is forfeited.

**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 is 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 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 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 \$400 per fiscal year for Certificate Program and AA plan and \$600 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, other than those certificate or license programs set forth in Section 2.C. above (Special Pay), or 30 units toward an approved degree program – 1.5% above base pay.
- b. Completion of AA/AS degree – 3% above base pay.
- c. Completion of BA/BS degree – 4.5% above base pay.
- d. Completion of MA/MS degree – 6% above base pay.
- 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. 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.
- h. 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:**

Bargaining unit members shall 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 interests 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 and the SCEA agree to provide 60 days notice of "Intent to Layoff" to the employee and SCEA.

**F. SCEA Meetings:**

Members of the SCEA who attend the association meetings will be given a one-hour lunch break.

**G. Unit Modification:**

The positions of Senior Administrative Assistant to the City Manager and City Council, Senior Administrative Assistant (in the City Manager's Office), and Senior Administrative Assistant (in the Personnel Office) shall be designated Confidential Classification. The positions of Police Records Technician, Police Records Supervisor, Police Services Assistant, Vehicle Abatement Officer, Animal Control Officer and Police Department Senior Administrative Assistant will be represented by the POA.

**H. Agency Shop:**

Effective with the payroll period including October 1, 2001, the parties agree that all employees covered by this agreement shall either become or remain a member of the association as a condition of employment for the term of this agreement or pay an Agency Shop fee in lieu of membership. The City agrees to deduct the amount of money from the employee's pay and remit same to the association in accordance to the instructions and authorization by the employee. The association agrees to hold the City harmless and to defend the City against any action brought against the City as a result of the adoption of or administration of this provision. The procedures for implementing this provision shall be developed and agreed to by Local 270 and the City subsequent to the adoption of this agreement.



**I. Probationary Period:**

Probation shall be 1 year for all new employees. Employees who are promoted to a classification within the LIUNA bargaining unit shall serve a 6-month probationary period. If an employee on probation because of a promotion fails probation, the Department Head will offer the employee the opportunity to return to their former position if 1) the position is vacant; and 2) the reason for probationary failure is related to inability to perform the duties of position promoted into. Nothing in this section changes the Department Head's right to overfill positions or create a vacancy by terminating a probationary employee.

**J. Notice to Union of Personal Action:**

The City will notify the Union directly on all issues impacting the Association. The Association President will be copied. If an employee consents to the Union being notified about a disciplinary action, the Union will be sent copies of all notices. All disciplinary notices will state that the employee is entitled to be represented by a representative of his/her choice.

**SECTION 6: GRIEVANCE PROCEDURE**

A grievance shall be any matter for which appeal is not otherwise provided or prohibited, concerning:

1. A dispute about the interpretation or application of this Memorandum of Understanding and Personnel Rules;

A. Informal Grievance Procedure:

An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor without undue delay – within one or two workdays of the event grieved. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to promptly discuss it with the supervisor's immediate superior, if any, in the administrative service. Every effort should be made without delay to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee, or the Union, is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor or supervisor's immediate superior on matters within the statutory scope of representations.

B. Formal Grievance Procedure:

1. First Level of Review: A grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days of the informal process decision or of the event giving rise to the grievance, whichever is later. The supervisor shall render his/her decision and comments in writing and return them to the

employee within ten (10) calendar days after receiving the grievance. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

2. Further Level or Levels of Review as Appropriate: The supervisor's immediate superior receiving the grievance shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.
3. Department Review: The Department Head receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee, or the union, does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, he may present the appeal in writing to the City Manager. Failure of the employee to take further action within twenty (20) days after receipt of the decision, or within a total of twenty (20) days if no decision is rendered, will constitute withdrawal of the grievance.
4. City Manager: The City Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a "fact-finding committee," or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The appointing power shall render a decision in writing to the employee within twenty (20) days after receiving the grievance.

C. Grievance Arbitration:

1. Within ten (10) working days of the receipt of the City Manager's final decision, the Union may request arbitration by filing a written request. The request for arbitration shall be in writing to the Department Head with a copy sent to the Personnel Services Manager.

2. If either the City or the Union so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance shall be conducted until the issue of arbitrability has been decided.
3. The parties shall request a list of five (5) arbitrators, within ten (10) working days after receipt of the employee's request for arbitration, from the California State Mediation and Conciliation Service.
4. Within five (5) working days of receipt of the list, the parties shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.
5. The City and the Union shall share the fees and expenses of the arbitrator and the certified court reporter equally. The services of the certified court reporter are optional. Both parties must agree if a certified court reporter is to be employed and that the cost shall be equally shared. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. However, if either party declines the use of a court reporter, the party requesting the court reporter shall pay the entire cost of employing the court reporter.
6. The arbitrator's review is limited to the interpretation of this Memorandum of Understanding and/or the City's Personnel Rules and Regulations.
7. Decision: The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs. The decision of the arbitrator shall be advisory only.
8. City Manager reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Manager regarding resolution of the grievance shall be final and binding upon both parties.

D. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. If an employee receives no response at a particular level, he/she may proceed to the next appropriate level of review.
2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his grievance at any level of review.
3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the grievance.
4. Employees shall be assured freedom from reprisal for using the grievance procedure.

**SECTION 7: MISCELLANEOUS**

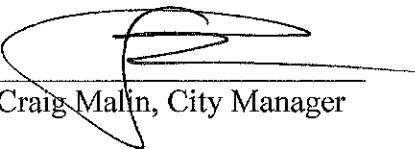
**A. City's Right To Discovery:**

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-Miliias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be 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.

  
Craig Mallin, City Manager

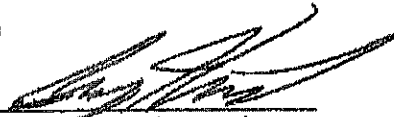
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Leslie Llantero, Seaside City Employees'  
SCEA/LIUNA

3/16/17

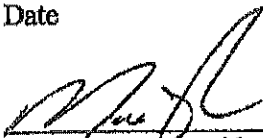
Date

Date

  
Ryan Heron, Lead Negotiator -  
LIUNA/UPEC Local 792


3-16-2017

Date

  
Mark Ogden, Seaside City Employees'  
SCEA/LIUNA


3-16-17

Date

  
Christopher D. Darker, Business Manager -  
United Public Employees of California  
Local 792

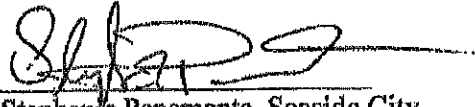
3-17-17

Date

  
Adam Vick, Seaside City Employees'  
SCEA/LIUNA

3-16-17

Date

  
Stephanie Penamante, Seaside City  
Employees' SCEA/LIUNA

3-16-17

Date