

**Memorandum of Understanding**  
**Between the City of Seaside**  
**And**  
**The Seaside Public Safety**  
**Management Association**

**July 1, 2022 – June 30, 2025**

**Memorandum of Understanding Between the City of Seaside and the  
Seaside Public Safety Management Association  
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**Memorandum of Understanding between the City of Seaside and the  
Seaside Public Safety Management Association**

**SECTION 1: TERM**

The provisions of the Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect for a period, terminating on June 30, 2025.

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

**A. Direct Pay for Services:**

**1. Salary Adjustment:**

- a. A 4% base salary increase will occur on July 9, 2022.
- b. A 4% base salary increase will occur the first day of the first full pay period in July 2023.
- c. A 4% base salary increase will occur the first day of the first full pay period in July 2024.

**2. Longevity Pay:**

- a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 2.5% of the member's base salary rate.
- b. Bargaining unit members with 10 or more years of continuous City service will receive longevity pay in the amount of an additional 2.5% of the member's base salary rate (total of 5%)
- 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. Fire Management Compensation:**

Fire Management personnel are designated as FLSA exempt and are not entitled to compensation for hours worked outside of their normal schedule with the exception of:

**1. Operational Compensation:**

Division Chiefs shall be compensated, at straight time, for working as the Operational Division Chief when they are not regularly scheduled for duty. With the approval of the Fire Chief, the Deputy Chief is authorized for operational compensation pay for working as an Operational Division Chief outside of his / her normal work schedule.

**2. *OES Strike Team Compensation:***

Division Chiefs shall be compensated, at straight time, when assigned by the Fire Chief to respond to an emergency incident under the State Mutual Aid Program

**C. *Special Pay***

**1. *Spanish Bilingual Pay:***

- a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City using Language Testing International (LTI) or other suitable and appropriately certified testing organization.
- b. Employee must pass both the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.
- c. This program is subject to administrative direction and to City established procedures.

**2. *Additional Pay for Additional Duties***

When a management employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to one-half (2.5%) or one (5%) full step.

**3. *Additional Pay for Temporarily Assuming Supervisor's Position***

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

**4. *Performance Pay***

The City Manager is authorized to grant annual step increases ranging from zero to one full step (5%) increase, depending upon the performance of the employee under consideration for salary increase. This will give the City Manager flexibility in setting salaries consistent with performance.

**5. *Education Incentive Pay (EIP)***

The City will provide education incentive pay to bargaining unit members as follows:

- a. Fire Division Chiefs: 2.5% EIP for a BA/BS.
- b. Police Deputy Chief, Police Commander, and Fire Deputy Chief: 2.5% EIP for a MA/MS.

**6. Hazardous Materials Pay – Fire Division Chief**

This program is contingent upon the contract between the City of Seaside and Monterey County being amended to provide reimbursement from the County to the City of Seaside for three additional HazMat Team members.

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.
- d. Hazardous Materials Differential Pay will end on June 30, 2020, unless extended or terminated earlier per item (c) above.

**D. Administration of Pay Plan:**

**1. Anniversary Date**

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



- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

## **2. *Salary Ranges***

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

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
  - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
  - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

### **SECTION 3: BENEFITS**

#### **E. PERS Retirement System:**

##### ***1. Retirement Plans***

- a. Tier 1: Bargaining unit members hired by the City prior to July 1, 2010 shall be enrolled in the CalPERS 3% @ 50 plan.
- b. Tier 2: Bargaining unit members hired by the City on or after July 1, 2010 will be enrolled in the same CalPERS formula as the subordinate association (i.e. – Police Commanders and Police Deputy Chief will follow POA and sworn Fire Management personnel will follow the Firefighters’ Association).
- c. Tier 3: The CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are “new members” as defined under the PEPRA.

##### ***2. Contribution***

- a. Bargaining unit members enrolled in Tier 1 and Tier 2 will pay the 9% employee contribution to PERS.

- b. Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. All bargaining unit members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

**3. Survivor Benefits:**

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

**F. Deferred Compensation:**

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

**G. Medical, Dental, and Vision Insurance:**

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

**1. Contributions:**

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

- a. Medical Plan contributions:
  - i. **MCSIG PPO \$40 (70/30 Plan)**  
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
  - ii. **MCISG PPO \$25 (80/20 Plan)**  
SPSMA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
  - iii. **PACE Plan (90/10 Plan)** – Employees hired after October 15, 2015. New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
  - iv. **PACE Plan (90/10 Plan)** – Grandfathered Tier – open to employees hired before October 15, 2015. The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- b. The City and the employee 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. For employees hired by the City prior to July 1, 2010, 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 or until the retiree becomes eligible for Medicare, whichever comes first.
- b. Fire management employees who retire on an industrial disability retirement must have ten (10) years of continuous service must have been hired by the City prior to July 1, 2010, but do not need to be 50 years of age to receive this benefit.
- 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 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.

**H. Life Insurance:**

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

**I. Long-Term Disability:**

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

**J. Employee Assistance Program:**

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

**K. IRS Section 125 Plan:**

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

**L. 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 for mileage based on the Standard Internal Revenue Service mileage rate.

**M. 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 and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

**2. City Swimming Pool:**

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

**3. Annual Exam:**

Sworn Fire Management personnel shall be entitled to Department paid annual physicals, including option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside. Additionally, the annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

**N. Uniform Allowance:**

- a. Sworn Fire Management personnel shall receive a uniform allowance of \$75 per month.
- b. All sworn Police Management personnel will have the same uniform allowance as the other non-executive management personnel in their respective department.

**O. Safety Boot Reimbursement:**

Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$125 per year for the purchase of safety boots.

**SECTION 4: LEAVE PROVISIONS**

**A. Vacations**

**1. Accrual (40 Hour Employees):**

All employees who work 40-hours per week, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 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.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of sixteen and two-thirds (16.667) hours per month or twenty-five (25) days per year.

**2. *Accrual (56-hours per week):***

Fire Managers working a 56-hour schedule shall accumulate leave as follows.

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

**3. *Vacation Use:***

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

**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.  $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 40 \text{ hours}} = \text{hourly pay rate}$
- b. Method for Computing Hourly Pay for 56-hour employees: For Fire Managers working 56 hour work weeks, the method of computing hourly pay for accumulated vacation shall be as follows:
  - i.  $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 56 \text{ hours}} = \text{hourly pay rate}$

**6. *Maximum Accumulation:***

Employees 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 association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees 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 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 on-the-job injury will accumulate vacation time and sick leave.

**10. *No Interruption of Accumulation:***

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

**11. *Vacation during Probation:***

Newly hired management employees may use vacation leave during probation.

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

### **1. *Accrual:***

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. Fire Managers working a 56 hour work week shall earn twenty-four (24) hours per month.

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

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

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

### **3. *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. *Illness/Injury During Vacation:***

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

### **5. *Family Sick Leave:***

Sick leave may be used for 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.



**6. Bereavement Leave:**

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee’s immediate family. 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 accrued sick leave to extend bereavement leave to a total of one work week.

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

**1. Labor Code 4850**

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

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

**D. Management Leave**

**1. Annual Accrual:**

Management employees working a 40 hour work week shall earn 40 hours of management leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

**2. Initial Accrual:**

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

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (40 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

**3. Additional Leave:**

The City Manager shall have the authority to grant an additional sixteen (16) hours of management leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be considered

excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

**4. Management Leave Payoff**

All represented employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1<sup>st</sup> of each year.

**E. Administrative Leave**

Management employees working a 40 hour work week shall earn fifty-six (56) hours, non-cumulative, non-reimbursable administrative leave per calendar year. Fire Managers working a 56 hour work week shall earn seventy-two (72) hours per calendar year.

**1. Initial Accrual:**

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

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (72 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	72 Hours	56 Hours
April 1 – June 30:	54 Hours	42 Hours
July 1 – September 30	36 Hours	28 Hours
October 1 – November 30	18 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

**F. Holidays**

**1. Regular Holidays:**

All employees shall be entitled to the following holidays:

- First day of January (New Year’s Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President’s Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Nineteenth day 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)

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

**2. Memorials:**

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

**3. Holidays on Sunday**

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

**4. Holidays on Saturday:**

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

**5. Holiday Hours:**

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

**6. Fire Management Compensation:**

Fire Management personnel assigned to shifts will be compensated for holidays by receiving 11.2 hours of straight time based on 56-hour workweek.

**G. Jury Duty:**

**1. Jury Duty:**

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

**SECTION 5: WORKING CONDITIONS**

**A. Continuing Education and Professional Growth:**

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

**1. Tuition Reimbursement:**

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$3000 per fiscal year to be approved as follows:
  - i. Reimbursement for professional development classes and community college level classes shall be capped at \$2000.

- ii. Reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000.
- 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 Department.
- c. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

**B. Service Awards:**

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council.

**C. Probationary Period:**

Probation shall be 1 year for all new employees.

**D. Work Schedule and Staffing:**

**1. Flexible Work Schedule:**

The City will develop and implement a policy providing flexibility in work schedules for those represented employees whose responsibilities regularly require them to work an excessive amount of hours per week.

Individuals serving as a Fire Division Chief are not eligible for flex-time or flexible work schedules.

**2. Shift Staffing:**

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

**3. Work Schedule:**

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

The Deputy Fire Chief shall work a 40 hour per week schedule.

**4. Exchange Hours:**

The City agrees to allow Fire Management personnel assigned to a 48/96 schedule to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime (Operational Compensation) be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

**SECTION 5: MISCELLANEOUS**

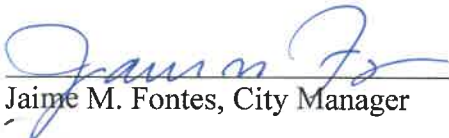
**A. City's Right to Discovery:**

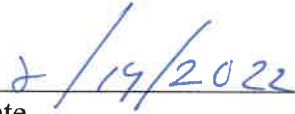
All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or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


**B. Savings Clause:**

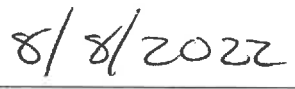
It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet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

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

  
\_\_\_\_\_  
Jaime M. Fontes, City Manager

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paul Blaha, President SPSMA

  
\_\_\_\_\_  
Date

