

City of Seaside
Executive Managers Compensation Plan
Effective July 1, 2022

- A. APPLICATION:** This Compensation Plan applies to the City's at-will Executive Management classifications.
- a. Assistant City Attorney
 - b. Assistant City Manager
 - c. Assistant to the City Manager
 - d. Chief Building Official
 - e. Community Development Director
 - f. Deputy City Manager – Admin Services
 - g. Economic Development Director
 - h. Finance Director
 - i. Fire Chief
 - j. Human Resources Director
 - k. Human Resources Director / Risk Manager
 - l. Police Chief
 - m. Public Works Director / City Engineer
 - n. Recreation Director
- B. SALARY:**
- 1. General Salary Adjustments:**
- a. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
 - b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
 - c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
 - d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.
- 2. Equity Adjustments:**
- Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1).
- 3. LONGEVITY PAY:**
- a. Employees with five or more years of continuous City service shall receive 2.5% longevity pay.
 - b. Employees with ten or more years of continuous City service shall receive an additional 2.5% longevity pay (5% total).
 - c. Employees with fifteen or more years of continuous City service shall receive an additional 2.5% longevity pay (7.5% total).

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4. Performance Pay:

The City Manager is authorized to grant up to a 7.5% increase to Directors who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

C. UNIFORM ALLOWANCE: The Police and Fire Chiefs will receive a uniform allowance of \$37.38 per pay period.

D. RETIREMENT:

a. Miscellaneous Classifications:

i. Tier 1 - CalPERS 2% @ 55

1. Eligibility: Employees determined by CalPERS to be “classic members.”
2. Employee Contribution: Directors will pay the 7.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2% @ 62 Plan

1. Eligibility: Employees determined by CalPERS to be “new members.”
2. Employee Contribution: Directors will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

iii. PARS Supplemental Retirement Plan:

1. Eligibility: Miscellaneous directors hired by the City on or before June 30, 2010.
2. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service.
3. Contribution: The City pays the entire contribution.

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b. Fire Chief:

i. Tier 1 - CalPERS 2% @ 50

1. Eligibility: Fire employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2.7% @ 57 Plan

1. Eligibility: Employees determined by CalPERS to be “new members.”
2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

c. Police Chief:

i. Tier 1 – CalPERS 3% @ 50

1. Eligibility: Employees hired by the City prior to July 1, 2010,
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 3% @ 55

1. Eligibility: Police employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.

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3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- iii. Tier 2 - CalPERS 2.7% @ 57 Plan
 1. Eligibility: Employees determined by CalPERS to be "new members."
 2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
 3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- d. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.
 - e. Deferred Compensation: The City will pay up to \$200 per month to the ICMA deferred compensation program for each Director who makes a matching contribution.

E. MEDICAL, DENTAL, VISION INSURANCE

- a. Medical 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).

Directors 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

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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. Dental and Vision Contributions: The City will contribute towards the cost of Director’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

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

- c. Retiree Medical:

- i. Eligibility: Only employees hired by the City on or before June 30, 2010, are eligible for City-paid retiree medical insurance.

- ii. 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 until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.

- iii. Employee may cover dependents by paying the additional monthly premium.

- iv. 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

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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.

- v. Employees must have ten years of continuous service with the City, have been hired by the City on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
 - vi. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.
- d. Life Insurance: The City will provide term life insurance for all Directors in the amount of two times the Director's annual salary.
- e. Long-Term Disability: The City shall pay the cost of a long-term disability program.
- f. 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.
- g. Wellness Program:
- i. Health Club / Workout Subscription service Membership: The City will pay up to \$45 per month towards an employee membership at a health club or workout subscription service upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

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

- ii. City Recreation Facilities: Directors and their families will have use of City Recreation facilities at no cost.

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F. LEAVE BENEFITS:

a. Vacation

i. Accrual Rates: The regular accrual rate shall be:

Years of 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

ii. 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.

iii. 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.

iv. The City will allow Directors to cash out 40 hours of accumulated accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

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- v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
 - vi. 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
- i. Accrual: Each Director shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.
 - ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
 - iii. 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 (OJI) Leave:
- i. Police and Fire Chiefs: The Chiefs shall be entitled to on-the-job injury leave in accordance with Section 4850 of the California Labor Code.
 - ii. Miscellaneous Directors: Whenever a non-safety Director 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.
 - iii. Temporary Disability Benefits: The Director 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.
 - iv. Use of Accumulated Leaves: Once OJI and/or LC 4850 leave have been exhausted, accumulated leaves may be used to supplement temporary

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disability payments.

- v. Leave Accrual: A Director on leave of absence under this section will continue to accumulate sick leave and vacation leave.

d. Management Leave

- i. Annual Accrual: Directors shall earn 40 hours of management leave per calendar year. All management leave on the books as of December 31st shall be cashed out in the 1st pay period of March.
- ii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Directors at his/her discretion.
- iii. Management Leave Payoff: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

e. Administrative Leave

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

f. 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)
- Nineteenth day of June (Juneteenth)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)

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- 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)

g. Jury Duty:

- i. 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.

G. TUITION REIMBURSEMENT:

- a. Executive Managers wishing to obtain a Masters' or Doctorate Degree are eligible to receive reimbursement for tuition and book expenses up to \$3,000 per fiscal year.
- b. 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 Human Resources Department indicating the specific courses and credits completed, together with receipts and 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.

H. Termination of Employment; General Release; Severance:

- a. This is an at-will position, as defined by City of Seaside Municipal Code Section 2.44.030. Nothing herein shall be interpreted to prevent, limit or otherwise interfere with ability of the City to terminate the services of a Department Director with or without cause. There is no express or implied promise to any Department Director for any form of continued employment.
- b. If the City terminates a Department Director without cause while she / he is still willing and able to perform the duties of their position, City shall pay that Director a lump sum equal to six (6) months of the Director's then current salary and will continue to pay the Director's medical, dental, and vision premiums at the employee only level during this six-month period.
- c. At the City Manager's discretion, a Police Chief or Fire Chief terminated without cause, may be eligible for up to an additional six (6) months of "Leadership Transition Pay." The Chief must be willing and able to provide

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transitional assistance to the incoming leadership and will be expected to sign a general release of claims and enter into an agreement regarding hours, work assignment, expectations, etc. The Leadership Transition Pay will be paid to ensure the seamless transition of leadership to guarantee the public's safety is not at risk. This pay will be paid monthly, be considered "final settlement pay," and will terminate sooner than six months if the Chief retires or is hired by another employer.

- d. As used herein, "cause" shall mean any of the following:

Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which, in the determination of the City Council, is likely to have a materially adverse impact on the City or the Director's reputation;

Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4, or of moral turpitude;

Repeated failure to carry out a directive or directives of the City Manager; or

Any grossly negligent action or inaction by the Director that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

- e. The Department Director may resign from her / his employment at any time, upon giving thirty (30) days written notice to the City Manager, or earlier, upon mutual agreement of the parties. In the event of resignation, the Director shall not be entitled to any additional compensation or payment, including severance, but shall be entitled to any outstanding salary, accrued vacation, and any other accrued and unused benefits according to any applicable Personnel Rules or other policies and procedures.