

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

January 1, 2017 – December 31, 2018

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We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Management Employees' Association, a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

In response to the impact of the recent fiscal crisis on the budget of the City of Seaside the parties met and agreed to continue concessions that were agreed to in 2009 and 2010. The City recognizes that parity issues exist that need to be considered in future negotiations, including but not limited to decisions about salary deferrals and adjustments.

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 December 31, 2018.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

In order to assist the City with a serious and on-going financial crisis beginning fiscal year 09/10, the bargaining unit agreed to reduce salaries by ten percent and defer COLA and Equity salary increases. In 2010/2012 negotiations the bargaining agreed to eliminate the deferred 4% COLA salary increase and additional market equity salary adjustments that ranged from .14% - 9.42% based on a salary survey. However the parties expressly acknowledge that they have the mutual goal of working together to provide salary increases in the future and to consider the history of these eliminated raises and reduced salaries in those discussions and negotiations.

A. Direct Pay for Services:

1. Salary Adjustments:

- a. Effective the pay period beginning January 14, 2017, all members will receive a 2% salary increase.
- b. Effective the pay period beginning July 1, 2017, the City Clerk will receive an equity adjustment in the amount of 5.9% and the Building Official will receive an equity adjustment in the amount of

3.6%. These adjustments bring both classifications ½ way to the market based on the September 2016 salary survey.

- c. Effective the first pay period beginning January 13, 2018, all members will receive a 1% salary increase.
- d. Effective the pay period beginning July 14, 2018, the City Clerk will receive equity in the amount of 5.9% and the Building Official will receive an equity adjustment in the amount of 3.6%. These adjustments bring these classifications to the market based on the September 2017 salary survey.

2. Longevity Pay:

Employees with ten or more years of service shall receive a 2.5% adjustment to base salary for longevity.

B. Special Pay

1. Spanish Bilingual Pay:

- a. 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 test 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, the City Manager may institute performance pay equivalent to one-half (1/2) or one (1) full step.

3. Additional Pay for Temporarily Assuming Supervisor's Position

- a. A pay increase not to exceed one step may be paid to a management 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. Temporary Upgrade Pay (non-exempt represented employees only)

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 thirty (30) consecutive calendar days. 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. The assignment shall be confirmed in writing by the Manager. Acceptance of an interim assignment to higher position, thirty (30) or more consecutive days, shall require mutual assent of employer and employee.

5. Performance Pay

The City Manager is authorized to grant an annual salary increase of up to 10% to management employee's base salary, depending upon the performance of the employee under consideration for salary increase. When granted, Performance Pay will end at the conclusion of one calendar year unless extended in writing by the City Manager. This will give the City Manager flexibility in setting salaries consistent with performance.

6. Specialized Drivers' License

All individuals assigned to operate equipment requiring possession of a Class B or higher specialized California drivers' license shall receive a one step premium pay for possession of a valid license. This differential is applicable when the regular job assignment requires operation of equipment of a specialized class for at least eleven (11) days during the calendar month. This differential shall not apply to individuals receiving equipment operation training instruction and/or short term work experience assignments.

C. Overtime (Non-Exempt Represented Employees)

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 week. All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1 ½) in cash at the employee's established rate of pay.

4. Maximum Compensatory Leave Balance:

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Non-exempt represented employees may accrue up to a maximum of 80 hours of compensatory time in lieu of overtime.

5. 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.

6. 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.

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

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 new City employees who are considered to be

“classic” members under the California Public Employees’ Pension Reform Act (PEPRA).

- b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the 7% employee contribution.

2. CalPERS PEPRA Plan

- a. New employees hired on or after January 1, 2013 who are not considered to be “Classic” members 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” 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.

B. PARS Supplemental Retirement Plan:

1. Plan:

The City will provide the PARS .5% @ 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

2. Eligibility:

Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

3. Contribution:

The City will pay the employee’s contribution for the PARS Supplemental Retirement Plan.

C. Deferred Compensation:

1. Exempt Employees:

The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

Effective the pay period beginning January 13, 2018, 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.

2. Non-Exempt Employees:

The City will pay thirty dollars (\$30) per month to the ICMA deferred compensation program for each non-exempt employee represented by the association who makes a matching contribution. Effective June 17, 2017, non-exempt employees will receive the same matching contribution as the exempt bargaining unit members.

D. 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. Health Plan Changes:

During the term of this Agreement the parties agree to work together through a labor/management benefits committee to attempt to reach agreement on alternative health plans with lower cost premiums than the current plans. The parties agree that switching to alternative plans during the term of this Agreement will be by mutual agreement only.

2. Contributions

- a. Bargaining unit employees will continue to pay their current contribution to medical premiums.
- b. Employees with "employee only" level of coverage will pick up 100% of any increase in premiums up to a 10% increase. The City contribution to medical premiums shall remain at current levels unless increases exceed 10% whereupon the City will split the premium increase above 10% on a 50/50 basis.
- c. For employees with "employee plus one" or "employee plus family" coverage, the City will split any premium increase 50/50.
- d. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. Retiree Medical:

- a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.
- b. The City shall pay the employees (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.
- c. Employee may cover dependents 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.

E. Life Insurance:

1. Exempt Employees:

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

2. Non-Exempt Employees:

The City will provide term life insurance for all non-exempt represented employees at the amount of \$50,000.

F. Long-Term Disability:

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

G. Employee Assistance Program:

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

H. 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.

I. 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.

J. 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 Recreation Facilities:

Represented employees 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.

K. 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.

L. Uniforms:

- a. 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.

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 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, 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 16 2/3 hours per month or twenty-five (25) days per year.

2. *Vacation Use:*

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

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 will be allowed to have no more than three years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Sick leave converted to vacation shall not increase the maximum amount an employee may accumulate. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow 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 employees assigned to SMESA may use vacation leave.

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.

2. *Physician's Certificate:*

Such leave with pay can be granted only upon the approval of the Department Head in case of bonafide illness of an employee. Evidence may be required in the form of a physician's certificate or otherwise in determining the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

3. *Minimum Leave Event:*

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

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 illness of an immediate family member. Immediate family shall be defined as parent, child, and spouse or domestic partner, and shall include step and foster parents and children.

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 an additional 16 hours of sick leave to extend said leave to a total of one week.

C. On-The-Job Injury Leave:

1. Leave of Absence:

Whenever a represented employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. Leave Accrual:

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

3. Temporary Disability Benefits:

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. Use of Accumulated Leaves:

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees shall earn 40 hours of management leave 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:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant an additional sixteen (16) hours of management time 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 management employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

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

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	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)
- 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 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. Floating Holiday:

Each calendar year, bargaining unit members shall receive one floating holiday (8 hours) that has no cash value and must be used on or before December 31st of each year or it is forfeited.

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 the Finance Division. 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.

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 tuition and book reimbursement to be approved as follows:
 - i. Exempt employee reimbursement for professional development classes and college level classes that do not qualify to be transferred for credit to a four (4) year university shall be capped at \$2000 per fiscal year.
 - ii. Exempt employee reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000 fiscal year.
 - iii. Non-exempt employee reimbursement for Certificate Program and AA plan classes shall be \$400 per fiscal year.
 - iv. Non-exempt employee reimbursement for BA and MA plan classes shall be \$600 per fiscal year.
- 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 Manager. This information shall be submitted on forms provided by the Human Resources Office.
- d. 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.

2. Educational Incentive Pay (non-exempt represented employees only):

- a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

- b. Completion of AA/AS degree – 3%
- c. Completion of BA/BS degree – 4.5%
- d. Completion of MA/MS degree – 6%
- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. 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.
- g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

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. Recipients of service awards will be recognized by the City Council. Vendor selection will be based on mutual agreement of the various bargaining units.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule:

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interests of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

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.


Craig Malin, City Manager

6/20/17
Date


Dave Fortune, President SMSEA

6/16/17
Date


Lee Murray, Vice President, SMSEA

6-16-17
Date


Rick Medina, Secretary/Treasurer, SMSEA

6-20-17
Date

