

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

July 1, 2021 – June 30, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE CITY OF SEASIDE AND THE POLICE OFFICERS ASSOCIATION

We, the undersigned, duly appointed representatives of the City of Seaside and of the Police Officers Association, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association, and apply to the City of Seaside sworn police and civilian employees designated to be represented by the Association.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2021, and shall remain in effect for a period, terminating on June 30, 2022.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:

Effective July 10, 2021, the salary schedule for bargaining unit members shall be increased by 2%.

2. Longevity Pay:

Effective July 10, 2021, the following longevity pay program will be in effect:

- a. Bargaining unit members with five or more years of continuous City service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- b. Bargaining unit members with ten or more years of continuous City service shall 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 continuous City 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. Overtime

1. Sworn Personnel:

- a. 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.

- b. **Minimum Overtime Guarantee:** An employee represented by POA who is called back to work after he/she has completed his/her regular shift and has left his/her place of employment, or who is required to make a job related court appearance on off-duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to his/her regular work shift shall be compensated at the actual hours worked with no minimum number of hours guaranteed.
- c. **Maximum Compensatory Leave Balance:** Sworn employees will be allowed to have no more than one-hundred forty (140) hours of compensatory time at any given time.
- d. **Court Time:** Sworn members of the police department will be paid court time at time and a half for all hours required beyond regular duty hours, beginning with arrival at court and ending with departure from court.

2. *Civilian Personnel (non-sworn):*

- a. **FLSA Calculation:** Civilian employees will be paid overtime in accordance with the FLSA (over 40 hours in a work week).
- b. **Maximum Compensatory Leave Balance:** Civilian employees will be allowed to have no more than one hundred (100) hours of compensatory time at any given time.

3. *Sell Back Option:*

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. 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 eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time 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.

C. Special Pay Assignments

1. Motors:

- a. Effective with the administrative assignment, a City appointed number of qualified Police Officers shall be assigned motor duties and be compensated at a 5% premium above his or her current rate of pay during the assignment. The removal of the premium assignment shall not be considered disciplinary.

2. Canine Handler:

- a. The canine handler shall receive special assignment pay of 5%. In addition, the canine handler will receive fifteen (15) hours per month to care and maintain their K9. Additional hours spent in extraordinary care (e.g., time spent in trips for veterinary care) should also be reported. When a canine handler is required to perform extraordinary off-duty canine care that causes a substantial increase in the normal off-duty hours worked for that month, the handler shall submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

3. Field Training Officer Pay:

Police Officers assigned by the Police Chief to perform Field Training Officer duties will receive a 5% premium above his or her base rate of pay effective the first day of the pay period upon assignment and while assigned. The premium and assignment are subject to the discretion of the Police Chief and shall be made for a minimum of one pay period. The removal of this assignment shall not be considered discipline.

4. Rotational Assignments:

- a. The Investigator, School Resource Officer, and Crime Prevention Specialist (Community Liaison Officer) are three-year rotational classifications.
- b. Effective with administrative assignment, officers assigned to these rotational classifications receive an additional 5% over his/her regular pay rate.

- c. The removal of the rotational assignment shall be at the discretion of the Police Chief.

5. *Bilingual Pay (Sworn):*

- a. 2 ½% premium above base pay will be granted to use Spanish or Vietnamese as tested for speaking and listening;
- b. 5% premium above base pay will be granted to use Spanish and/or Vietnamese as tested for writing, speaking, and listening.
- c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- d. Removal of this premium shall not be considered disciplinary action.
- e. Bilingual pay is limited to 5% and is non-stackable.

6. *Bilingual Pay (Civilian Employees):*

- a. 2 ½% premium above base pay will be granted to use Spanish as tested for speaking and listening;
- b. 5% premium above base pay will be granted to use Spanish as tested for writing, speaking, and listening.
- c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- d. Removal of this premium shall not be considered disciplinary action.
- e. Bilingual pay is limited to 5% and is non-stackable.

7. *Additional Pay for Temporarily Assuming Supervisor's Position (Sworn Personnel):*

- a. A pay increase not to exceed 5% 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.

8. Acting Positions – Police Corporal:

- a. A Police Corporal assigned to assume the role of a supervisor by the Chief or designee in the absence of the Sergeant for a period in excess of fourteen (14) calendar days shall receive a 5% differential. The 5% differential shall begin on the 15th calendar day.

9. Acting Positions – Civilian Personnel (Non-sworn):

- a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall, receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive work days.
- b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

The assignment shall be confirmed in writing by the City Manager based upon recommendation by the Department Head

- c. Acceptance of an interim assignment to a higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

10. Shift Differential – Civilian Personnel (Non-sworn):

- a. Civilian personnel who are assigned to the midnight shift shall receive 5% differential pay.

11. Shift Differential – Sworn Personnel:

All sworn members of the association regularly scheduled to work between 9:00 p.m and 7:00 a.m. will receive night shift differential in the amount of \$73.85 per pay period. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

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 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 or release 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.

E. 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 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 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 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 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. **Accelerated Step Advancement for new Police Officers:** During the first three years of employment, the Police Chief has the authority to advance new Police Officer's step placement every 6 months based on the employee's performance as determined by the Police Chief. The Chief has the sole discretion to approve or deny such advance placement.
- g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

- a. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to January 1, 2011.
- b. Tier 2 - CalPERS 3% @ 55 will be provided to all sworn safety employees hired on or after January 1, 2011 who are not defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") ("classic members").

- c. Tier 3 - 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. Implementation of 2% @ 50:

In the event that a majority of agencies in an agreed upon survey market, or in the ten (10) closest jurisdictions, moves to 2% @ 50, Seaside POA agrees that the 2% @ 50 plan can be implemented by the City for new hires at that point in time. The City will provide notice to the POA and an opportunity to review the market data prior to implementation of the new retirement formula.

3. Contribution:

- a. Effective July 6, 2013, Tier 1 and Tier 2 safety bargaining unit members will pay the full member contribution rate required by CalPERS.
- b. Effective January 1, 2013, Tier 3 safety 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 POA safety members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

4. Survivor Benefits:

Association members are enrolled in the 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. Civilian Personnel Miscellaneous (Non-sworn)

1. Miscellaneous Retirement Plans:

- a. Tier 1: CalPERS 2% @ 55 will be provided to all miscellaneous bargaining unit members who are not defined as "new members" under the PEPRA ("classic members").
- b. Tier 2: CalPERS 2% @ 62 plan will be provided to all miscellaneous bargaining unit members hired on or after January 1, 2013 that are defined as "new members" under the PEPRA.

2. Contribution:

- a. Tier 1: Effective July 6, 2013, all Tier 1 miscellaneous bargaining unit members will pay the full member contribution required by CalPERS.
- b. Tier 2: Effective January 1, 2013, all Tier 2 miscellaneous 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 PEPR.
- c. All POA miscellaneous members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

Association members are enrolled in the 1959 Survivor Benefits Level Four in accordance with the PERS contract. Employee contribution is \$2.00 per month per employee.

C. PARS Supplemental Retirement Plan (Civilian Miscellaneous Personnel):

1. Plan:

The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all non-sworn miscellaneous members hired prior to January 1, 2011.

2. Eligibility:

Employees must have three years of City service and have been hired prior to January 1, 2011 to be eligible. The plan became effective on July 1, 2002.

3. Contribution:

The City will make the employee's contribution.

D. Deferred Compensation:

The City will pay a total of twenty five dollars (\$25) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee represented by POA who makes a matching contribution.

E. Medical, Dental, and Vision Insurance:

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

1. Contributions:

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

- a. 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).

SPOA 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 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. The City shall pay the employees (not dependents) cost of medical insurance for retirees represented by POA who were hired prior to January 1, 2011. The City shall pay until retiree reaches age 65 or becomes eligible for Medicare, whichever comes first.
- b. POA disabled employees retiring must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.

- c. Personnel must have ten years of continuous service, have been hired prior to January 1, 2011, and be 50 years of age to receive this benefit. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.
- d. Employee may cover spouse by paying the monthly premium.
- e. 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.

4. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

F. Life Insurance:

1. Sworn Employees:

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

2. Civilian Employees:

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

G. Long-Term Disability:

The City and the employee shall share the cost of a long-term disability program for the employee represented by Police Association.

H. 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.

I. Uniform Allowance:

1. Sworn Personnel:

- a. Newly hired sworn members of the police department will be provided with uniforms and shall receive \$6.92 per pay period

uniform maintenance allowance for the first year of employment. Newly hired sworn personnel will not be required to purchase a Class A jacket until successful completion of probation.

- b. All sworn police personnel except for those in their first year of employment will receive a uniform allowance of \$37.38 per pay period.

2. Civilian Personnel (Non-sworn):

- a. Newly hired civilian members of the police department will be provided with uniforms and shall receive \$6.92 per pay period uniform maintenance allowance for the first year of employment.
- b. Civilian personnel required to wear uniforms will receive a uniform allowance of \$36 per pay period after the first year of service.

J. 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.

K. 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. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

L. Annual Medical Physical:

Physical examinations for sworn personnel will be every two years.

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 for POA.

- 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 for POA.
- 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 for POA.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year for POA.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

2. *Vacation During Initial Probation:*

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous services with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. *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.

4. *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 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 and divided by 52 weeks times 40 hours.

5. *Maximum Accumulation:*

Employees represented by the POA, will be allowed to have no more than two years' earned vacation accumulated as of the end of the second pay period in January of any year. 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.

6. *Sell Back Option:*

Sworn and civilian employees may sell back compensatory time or vacation time not used up to a maximum of 80 hours per year with management approval. 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 eighty (80) hours of accrued vacation or compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation and / or compensatory time 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.

7. *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.

8. *Accumulation during OJI Leave:*

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

9. *No Interruption of Accumulation:*

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

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

1. *Accrual:*

Each full-time employee in POA, shall earn eight (8) hours of sick leave with pay for each calendar month or major fraction thereof served.

2. Use of Leave:

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

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

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 of 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 (and includes step and foster parents and children). Employee may use sick leave to extend bereavement leave to a total of one week. For those working a traditional 5/8 schedule, this would be 16 hours of sick leave. For those working a 4/10 plan, this would be 10 hours of sick leave.

C. On-The-Job Injury Leave:

1. Sworn Personnel:

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

2. Civilian Personnel (Non-Sworn):

Whenever a Civilian 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. The employee will draw full salary under OJI leave, and the City will take credit for any temporary disability payments.

3. Leave Accrual:

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

4. Temporary Disability:

An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

5. Use of Accumulated Leaves:

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

6. Therapy for On-The-Job Injury:

Employees assigned to a day shift will continue to undergo therapy for on-the-job injuries on city time. Employees assigned to other shifts who undergo therapy for on-the-job injury on their own time will receive compensatory time or time off on an hour-for-hour basis.

D. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)

- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Nineteenth day of September (Juneteenth)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. *Holiday Calculation:*

Holidays shall be calculated on an eight (8) hour workday regardless of the employee's work schedule.

3. *Memorials:*

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

4. *Holidays on Sunday*

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

5. *Holidays on Saturday:*

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

6. *Holidays and Scheduled Days Off:*

It is further agreed that when a scheduled day off falls on a Friday that is a City recognized holiday, the employee will be given the preceding Thursday off; and, when the employee's scheduled day off falls on a Monday that is a City recognized holiday, the employee will be given the following Tuesday off. No other compensation will be granted.

E. *Jury Duty and Subpoenas:*

1. *Jury Duty:*

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

2. Subpoenas:

When an employee represented by the Police Officers Association is summoned for jury duty or subpoenaed (for non-city, non-personal) witness duty, and must perform such duty during a regularly assigned city work shift, that employee will be granted court leave of absence with pay for all periods of time absent from a regularly assigned city work shift for the performance of such duty.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program:

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

1. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. Any 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. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of \$500 per fiscal year for classes taken at a community college and \$3,000 for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree.
- 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.
- d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay:

- a. POST Intermediate Certificate or AS/AA Degree - 3%
- b. POST Advanced Certificate or BS/BA Degree - 5%
- c. POST Supervisory Certificate or MA/MS Degree from - 7%
- d. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 7%.
- e. An employee must pass probation before receiving this benefit with the exception of lateral transfers who may apply upon employment.

3. Re-certification Training

With regard to sworn Police personnel, the Chief of Police will designate an official to be responsible for scheduling classes adequate for re-certification training. The official designated will insure that there are sufficient classes scheduled each year to afford all police including shift work and court appearances.

B. Service Awards:

The service award program shall include service awards presented to employees after every five (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. Upon service retirement, a plaque will be awarded.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule:

1. Patrol:

All police patrol positions will work a 4/10-3/12 hybrid schedule.

- a. The assignment of shifts is subject to management direction and shall be based upon seniority except the City may change the selection based upon City demonstrated need.
- b. The assignment of shift start and ending times are subject to management direction and once established may be changed to meet City needs.
- c. Patrol employees working the 3/12 schedule shall work three 12-hour shifts. Each week employees will bank 4 hours that must be used in a department approved manner. Department approved alternatives include but are not limited to: training; use of accumulated time off or furlough time; report writing or other station duties; or pre-designated or other duties as assigned. It is the employee's responsibility to ensure this bank is utilized in a department approved manner. Unless an approved leave request form for use of vacation or comp time has been submitted prior to the end of the pay period, any time owed the City at the end of the pay period shall be unpaid furlough time.

2. *Community Services and Investigations:*

Sworn non-management or supervisory employees assigned to the Community Services and Investigations Divisions will work a 4/10 schedule.

3. *Administration:*

The Administrative Corporal will work a 4/10 schedule.

4. *Shift Assignments:*

Seniority system will be used for shift assignments. Notwithstanding the seniority system for shift assignments, the Chief has the right to change the shift of any employee to meet departmental needs. Such decisions shall be within the sole discretion of the Chief.

SECTION 6: 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-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

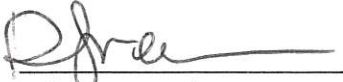
If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the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



Craig Malin, City Manager
City of Seaside

7/6/21

Date




Roberta Greathouse, HR Dir. / Risk Mgr
City of Seaside

7-6-2021

Date

Alex Sakhrani, President
Seaside Police Officers' Assoc.

Date



Michael Pugh, Labor Consultant,
Mastagni Holstedt, A.P.C.

6-18-2021

Date

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Craig Mallin, City Manager
City of Seaside

Date

Roberta Greathouse, HR Dir. / Risk Mgr
City of Seaside


Date



Alex Sakhrani, President
Seaside Police Officers' Assoc.

Date

6/29/2021



Michael Pugh, Labor Consultant,
Mastagni Holstedt, A.P.C.

Date

6-18-2021

