

MEMORANDUM OF UNDERSTANDING

Between the City of Scotts Valley and
Scotts Valley Mid-Management Association

July 1, 2021 through June 30, 2024



MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY MID-MANAGEMENT ASSOCIATION

July 1, 2021 - JUNE 30, 2024

1.00 PREAMBLE

The Memorandum of Understanding between the City of Scotts Valley and Scotts Valley Mid-Management Association ("Agreement") is entered into and by the City of Scotts Valley (hereafter referred to as the "City") and the Scotts Valley Mid-Management Association (hereafter referred to as the "Association"). Employee defined for the purpose of this agreement shall mean an Employee assigned to a classification within the Scotts Valley Mid-Management Association as delineated in Exhibit A.

The City and the Association have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and oaths of employment for the period of July 1, 2021, through June 30, 2024.

This contract is subject to Sections 3500-3510 of the Government Code of the State of California and Resolution No. 680.7 (Personnel Rules and Regulations ["PR&R's"]), of the City of Scotts Valley. In the event of conflict between this contract and City Resolution No. 680.7, this contract shall prevail.

The parties agree that this agreement along with the PR&R's in effect at the time this MOU is signed will constitute the only policies, rules, practices, agreements, resolutions and other such documents that shall be used in administering the terms and provisions herein. No changes to the PR&R's may be made unless changed through mutual agreement of both parties to this MOU.

2.00 RECOGNITION

Scotts Valley Mid-Management Association is comprised of all regular full-time employees (hereinafter "Employee"), listed on Exhibit A, attached hereto. The Association shall negotiate for wages and benefits on behalf of all Employees.

3.00 NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of affirmative action, equal employment and equal promotional opportunity for all individuals in accordance with applicable law. There shall be no discrimination because of a person's political, religious or Union affiliation or belief, non-affiliation or non-belief, race, color, age, sex national origin, physical or mental disability, medical condition or information, martial or military

status, sexual orientation, ancestry, gender identity, gender expression, and/or any other category protected by federal and/or state law.

4.00 RELATIONSHIP AFFIRMATION

The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of Scotts Valley, consistent with its obligations to the Employees it represents. The City and the Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

5.00 RELEVANT MATERIALS

The Association shall have the right to review at reasonable times and receive upon request without cost, copies of any and all current materials prepared, excluding privileged information, relating to wages, hours, and other terms and conditions of employment, which are relevant for the Association to fulfill its duties and obligations as the exclusive representative of unit Employees covered by this contract. The Association shall be given reasonable notice and given the opportunity to meet and confer with the City management prior to the adoption of a written ordinance, rule, resolution or policy related to the scope of representation. Reasonable notice shall be considered to be ten (10) working days.

6.00 CONTRACTING OUT

The City will notify the Association at least ninety (90) days in advance if it intends to contract out work currently performed by Employees within the unit. Upon request, the City will meet with the Association to explain the reason to contract out and to solicit Association views on the proposal. The City retains to the right to contract out work.

7.00 MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, divisions, commissions and boards; set standards of service; determine the procedures and standards for recruitment and selection of Employees within the law; direct its Employees; take disciplinary action; relieve its Employees of duties because of lack of work or for other good reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations will be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; and to develop positive and productive employer/employee relationships. These rights shall not be limited except as specified in this agreement.

8.00 PERSONNEL RULES/ACTIONS

8.01 Probationary Period

The probationary period for newly hired Employees shall be twelve (12) months.

8.02 Reclassification

8.02.01 Reclassification/Classifications

The City retains the right to classify and/or reclassify positions. The City will notify the Association of the creation or abolition of classification and, upon request, meet and confer regarding the salaries attached to positions and/or the effect of changes on promotional opportunities.

8.02.02 Reclassification Probationary Period

Reclassified Employees shall not be subject to a probationary period.

8.03 Compensation Studies

Employees may submit compensation surveys to the City for consideration of a possible salary adjustment. Once the surveys are prepared Employees will provide a copy to the City.

For the purpose of the survey:

1. The City of Santa Cruz, County of Santa Cruz, City of Watsonville, City of Capitola, and City of Scotts Valley shall be included.
2. The salary used for each position in each jurisdiction shall be the top step, plus maximum longevity pay, not including any other incentive pay.
3. The salary for any employees who pay the employee's portion of the retirement shall be reduced by the percentage paid by the employee.
4. The maximum monthly medical premium benefit for a family for each position shall be added to reflect medical benefits.
5. The City shall determine which positions are comparable for each jurisdiction by comparing the job duties and responsibilities with those of the Scotts Valley Mid-Managers.

9.00 COMPENSATION

9.01 Salary

Effective the first full pay period after July 1, 2021, the salary range for each classification in the unit will receive a two-and-a-half percent (2.5%) salary increase.

Effective the first full pay period after July 1, 2022 the salary range for each classification in the unit will receive a four percent (4%) salary increase.

Effective the first full pay period after July 1, 2023 the salary range for each classification in the unit will receive a four percent (4%) salary increase.

9.02 Longevity

The City agrees that all Employees with fifteen (15) years of continuous service shall receive a 5% increase in pay on their 15th anniversary.

9.03 Boot Allowance

The City shall provide for the issue of two (2) pairs of steel-toed or equal safety boots at a cost not to exceed \$175 each pair, for the Maintenance Division Manager, the Wastewater/Environmental Program Manager and Wastewater Laboratory/Environmental Compliance Manager annually. The cost of repair shall be the responsibility of the Employee. The boots provided for the Maintenance Division Manager, the Wastewater/Environmental Program Manager, and the Wastewater Laboratory/Environmental Compliance Manager by the City are for the purpose of safety and are to be worn at all times while on the job. Safety boots are optional at conferences, workshops and appropriate meetings. Failure to wear safety boots may be cause for disciplinary action. This section applies to the Maintenance Division Manager, Wastewater/Environmental Program Manager and Wastewater Laboratory/Environmental Compliance Manager only.

9.04 Clothing Allowance

The City shall provide \$250 per year for Employees, except the Accountant II, Senior Accountant, Finance Manager, Principal Planner and Senior Planner, for clothing allowance for such things as shoes, rain boots, rain coats, protective wear and gloves.

Uniforms (shirts and pants) shall be provided to the Maintenance Division Manager, Wastewater/Environmental Program Manager and Wastewater Laboratory/Environmental Compliance Manager and cleaned at City expense.

9.04.01 Cleaning, Repair or Replacement of Damaged Clothing

The City shall pay for the cleaning, repairing or replacement of any personal clothing that is soiled or damaged while in the performance of duties on the job.

9.05 Exempt from Overtime Compensation

Employees are salaried and are exempt from the overtime compensation requirements of the Fair Labor Standards Act.

9.06 Working Out of Classification Pay

1. Mid-Managers assigned to an "out of classification" position for sick leave replacement, vacation leave replacement, industrial accident, or other similar reason will receive acting pay beginning on the sixth consecutive day or upon the tenth non-consecutive day and each day worked in the classification thereafter. Such pay shall be a minimum of five percent (5%).
2. All assignments to an out of classification position shall be set forth on a personnel transaction report form prior to the first day of assignment and shall be approved by the department head, or Personnel Officer in the event the department head is unavailable.
3. Mid-Managers appointed by the City Manager to serve as the interim department head shall be paid a salary increase of no less than five percent (5%) below the first step of the department head salary of the department to which he/she is appointed and payment shall continue for the duration of such appointment.

9.07 Vehicle Allowance

Mileage reimbursement, using the current IRS rate, shall be provided to mid-managers who utilize their own vehicles for City business. City vehicles shall not be taken home by Employees.

9.08 Cell Phone Reimbursement

Employees who are required by their Department Head to use their personal cell phone for City business will receive a \$50 per month cell phone reimbursement. The City will not be responsible for cell phone replacement, damage or any other costs associated with the Employee's personal cell phone. A cell phone reimbursement participation form will be signed by each Employee and kept on file.

10.00 HEALTH AND WELFARE

10.01 PERS Medical Plan

10.01.1 Health Insurance

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All Employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan).

1. City Contributions

a. From July 1, 2021 through December 31, 2022, the City will continue to contribute up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan, the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan. The City shall also pay administrative fees and contingency reserve fund assessments, if any.

b. Beginning January 1, 2023, the City will contribute the following amounts per month toward the cost of health benefits for each bargaining unit member. The flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Unit members electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit member's pay. In the event the actual monthly premium is less than the amount shown on the chart below, the difference shall be provided as contribution to the employee's deferred compensation account.

<u>Enrollment Level</u>	<u>City Contribution</u>
Employee Only	\$1,000.00
Employee +1	\$2,000.00
Employee +2 Or More	\$3,000.00

c. Employees may irrevocably elect to transition to the fixed City contribution plan described in the preceding subsection (b) one year earlier, to be effective January 1, 2022. At that time, employees will be eligible to receive the deferred compensation contribution if a medical plan is selected that is lower in cost than the City contribution limit. To elect this option, an employee must notify the City in writing no later than October 15, 2021.

10.01.02 Optional Benefits

Employees may also elect the following optional benefits if the employee has surplus cafeteria plan funds remaining after electing medical insurance coverage:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation

5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

10.01.03 Opt out of Medical Coverage

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage. Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.
4. Employee eligible to enroll employee plus one, but enrolls no one = \$150.
5. Employee eligible to enroll employee plus two but enrolls no one = \$225.

10.01.04 Part-Time Employees

Regular part-time employees working a minimum of twenty hours per week who do not accept paid medical insurance through his/her spouse shall be eligible to receive medical premiums and cafeteria plan contributions combined to equal to the rate for the Blue Shield HMO provided that the employee makes the following contribution:

1. Employees working between 20-29 hours/week =\$125/month
2. Employees working between 30-39 hours/week = \$100/month

Regular part-time employees working a minimum of 20 hours per week, who accept health care coverage through his/her spouse or other family member shall be eligible to receive health benefits on a pro-rated PERS Blue Shield HMO Plan basis given the ratio of their work schedule to full time work.

10.01.05 Reopener in the Event of Provider Change

In the event that no PERS HMO and/or no PERSChoice contract with one of the four major care providers in the area (Sutter, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree that to re-open section 11.01.

10.01.06 Dental Insurance

The City has implemented a self-insured dental plan. The level of existing coverage shall remain in effect for the term of this agreement.

The City shall provide reimbursement for employees' and dependents' (including children up to 26 years of age) documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 in expenses 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

10.01.07 Vision Coverage

The level of existing vision coverage will remain in effect for the term of this agreement.

10.02 Retiree Medical Benefits Coverage

It is the purpose of the Employees Retiree Medical Coverage program to provide for medical insurance compensation to retired Employees in order to ensure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this benefit an Employee:

1. Must have been employed with the City for ten years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other Employees shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired Employee shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is canceled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired Employee must secure his/her own medical insurance coverage.

A. For Employees hired on or before June 30, 2018:

The medical benefit shall be provided directly to the retiree at following rates:

- (1) For EMPLOYEES who have served 10 to 20 years with the City: 100% of premiums to a maximum of 50% of the PERS-CARE plan premium level (benchmark plan);
- (2) For EMPLOYEES who have served 20-30 years with the City: 100% of the premiums to a maximum of 67% of the PERS-CARE plan;
- (3) For EMPLOYEES who have served over 30 years with the City: 100% of the premiums to a maximum of 75% of the PERS-CARE plan.

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living and shall not be payable to the spouse of the retiree after the retiree's death. Consistent with CalPERS requirements, Medicare eligible retirees shall enroll in CalPERS Medicare plans upon Medicare eligible age.

B. For Employees hired between July 1, 2018 and August 31, 2021:

To be eligible for this benefit an EMPLOYEE:

- (1) Must have been employed with the City for ten (10) years or longer.
- (2) Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan." Consistent with CalPERS requirements, Medicare eligible retirees shall enroll in CalPERS Medicare plans upon Medicare eligible age.
- (3) The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:
 - a. For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: 250.00
Employees plus Spouse: 375.00

- b. For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: 350.00
Employees plus Spouse: 550.00

- c. For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: 500.00
Employees plus Spouse: 750.00

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

C. For Employees hired on or after September 1, 2021

For bargaining unit members hired on or after September 1, 2021 or the effective date of the City's CalPERS contract amendment, whichever is later, and who retire from the City while meeting the eligibility for CalPERS retiree health insurance, the City's maximum contributions toward employee retiree medical coverage shall be the statutory minimum amount required under the Public Employees Medical & Hospital Care Act ("PEMHCA"), as determined by CalPERS under Government Code Section 22892.

10.03 Life Insurance

The City shall pay the premium for a \$50,000 life insurance plan for all unit Employees.

10.04 LTDI

The City shall continue in effect and pay the full premium for the existing long term disability insurance program.

10.05 State Disability Insurance

Employees shall be eligible for paid sick leave benefits in accordance with City rules. Employees shall continue to pay the premium cost for State Disability

Insurance. It shall be the Employee's responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for Disability Insurance. Upon receipt of the notice the City shall adjust the Employee's sick leave usage and wages for the affected period so their net pay is equal to that which they would receive if working.

10.06 CalPERS Retirement System and Contribution

A. Classic Employees

The City provides the CalPERS pension formula of 2.5% at age 55 plan, with the one-year final compensation benefit, for all eligible Employees hired on or before December 31, 2012 or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

All classic employees shall contribute 8.0% of PERSable salary toward the employee's contribution.

B. PEPRAs Employees

For those Employees hired on or after January 1, 2013 to the City of Scotts Valley, new to the CalPERS system, the City shall provide 2% at 62, for those Employees in accordance with State law. The contribution for new PEPRAs Employees shall be shared in accordance with State law. PEPRAs employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

10.07 Child and Dependent Care Services

City has implemented a child and dependent care services flexible spending program, whereby employee dollars spent on child and dependent care services may be sheltered from taxation. This type of program is described in Internal Revenue Code Section 129. The cost of administering this voluntary program shall continue to be borne by the participating employee.

10.08 Wellness Stipend

Effective the first full pay period upon ratification, the City shall provide a \$50 per month wellness stipend through pay roll as taxable income to all bargaining unit members.

11.00 HOLIDAYS

11.01 Holidays

Each Employee of the bargaining unit shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on a Monday.

- 1) The first day of January
- 2) Third Monday in January - Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February - Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) June 19th - Juneteenth
- 6) July 4th - Independence Day
- 7) The first Monday in September - Labor Day
- 8) The second Monday in October – Indigenous Peoples' Day / Columbus Day
- 9) November 11 - Veteran's Day
- 10) Thanksgiving Day
- 11) The day following Thanksgiving
- 12) The day preceding Christmas
- 13) Christmas Day
- 14) The day preceding New Year's Day
- 15) Two floating holidays per fiscal year. (Must be taken on (i) a workday within the same pay period as the employee's birthday; (ii) a workday immediately preceding or following a City observed holiday; (iii) a workday immediately preceding or following an approved vacation leave; or (iv) a workday within the same pay period as the employee's work anniversary. Employees must use the floating holidays within the fiscal year or lose those holidays for that fiscal year.
- 16) Every day appointed by the President of the United States or the Governor of the State of California, subject to City Council approval of the new holiday.

12.00 VACATION

12.01 Vacation Accrual

Employees shall accrue paid vacation as follows:

- a) Less than five years:
For Employees completing less than five (5) years continuous service, eight (8) hours for each month of service. (Twelve days per year.)

- b) Five years or more but less than ten years:
For Employees completing five or more years but less than ten (10) years of continuous service, eleven and one-third (11-1/3) hours for each month of service. (Seventeen days per year.)
- c) Ten years or more but less than fifteen years:
For Employees completing ten (10) or more years but less than fifteen (15) years of continuous service, fourteen and two-thirds (14-2/3) hours for each month of service. (Twenty-two days per year.)
- d) Fifteen years or more:
For Employees completing fifteen (15) or more years of continuous service, fifteen and one-third (15 1/3) hours for each month of service (Twenty-three days per year).
- e) New employees may accrue paid vacation at a rate within one of the foregoing tiers, as negotiated upon hire and approved by the City Manager.

12.02 Vacation Accrual Maximum

Employees shall be allowed to accrue a maximum of 2 times their annual vacation accrual rate provided under Section 13.01. If an employee is over 2 times the annual vacation accrual at the time of the Council's approval of this MOU or any time after, the employee will stop accruing vacation until they are below the maximum accrual limit. The accrual limit may be temporarily deferred by written approval of the City Manager when in the best interest of the City.

It is the responsibility of Employees to review the vacation accrual balance printed on each paycheck stub to ensure that he/she uses vacation within the accrual cap unless deferment is requested and obtained from the City Manager as provided herein.

If an Employee has requested and been denied vacation leave within four (4) months of the time that the vacation accrual maximum will be reached, enforcement of the vacation leave accrual maximum shall be postponed only for the actual amount of the vacation leave that was requested and denied, for six (6) months from the date of denial. The City will make reasonable efforts to ensure that the Employee is able to use vacation time to maintain the Employee's accrual below the maximum.

12.03 Vacation - Illness

If an Employee becomes ill while on vacation and such illness can be supported by a written statement from a licensed medical practitioner, or if the Employee is hospitalized for any period, the Employee at the Employee option shall have the period of illness charged against sick leave, if accrued, instead of vacation time.

12.04 Vacation Schedule Conflict

In the event of a conflict in scheduling vacations within a department, the Employee with the greatest seniority shall receive preference.

12.05 Vacation Buy-back

The City will buy back up to two weeks (80 hours) of vacation annually, after 15 years of service with the City, so long as the Employee has an accrued vacation balance of at least one week (40 hours) remaining following the buy back. To request a vacation buy back, the Employee shall submit a written request to the City Manager. So long as the Employee meets the requirement of this subsection, the City Manager shall grant the request.

13.00 LEAVES

13.01 Leaves

Leaves shall be as set forth in the City's Personnel rules.

13.02 Sick Leave Accrual

Effective immediately, the maximum accrual of sick leave shall be one hundred fifty (150) days.

13.02.01 Sick Leave for Care of Immediate Family

The usage of sick leave for family members shall be governed by the following provisions:

1. Sick leave shall be allowed and used in the case of sickness, disability, medical or dental treatment of a member of the Employee's immediate family (as defined in the City Personnel Rules & Regulations).
2. A limit of six (6) days per fiscal year may be used for sick leave for family members.
3. When calling in sick the Employee is required to indicate that this is sick leave for family members.
4. All other provisions of the City Personnel Rules & Regulations dealing with sick leave shall apply to sick leave for family members.

13.02.02 Unused Sick Leave/Termination

Upon termination, any unused accrued sick leave, up to a

maximum of one hundred twenty (120) days, shall be paid at the following rate:

<u>Years of Service</u>	<u>Percentage (%) of Base Salary</u>
5-10 years	27.5
10 years + 1 day -15 years	40
15 years + 1 day - 20 years	60
20 years +1 day - 25 years	70
25 years + 1 day and beyond	80

In lieu of payoff of sick leave at the above rates, City has amended the PERS contract to add Section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement, up to the maximum of 150 days, may be converted to additional Service Credit."

13.03 Paid Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the Employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel in excess of 400 miles is required. The immediate family is defined as husband, wife, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the Employee.

13.04 Personal Business Leave

Employees within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more with the time chargeable to accumulated sick leave. The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the Employee. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

13.05 Medical Leave - Insurance Coverage

The City shall continue to provide paid health, dental, and vision coverage to Employees as provided for in Section 11.01, during the first three (3) months of a medical leave. In the event an extension of the medical leave is granted beyond three (3) months, the City shall pay half the insurance premium the City would otherwise pay through the sixth (6th) month of the leave, at which time the Employee may purchase insurance coverage at group rates through the City at his/her own sole cost and expense.

13.06 Administrative Leave

Employees shall be entitled to seven (7) days of administrative leave per fiscal year, commencing on July 1 of each fiscal year. Administrative leave is not cumulative from year to year, and no compensation shall be made for any unused leave. However, up to 28 hours of administrative leave may be cashed out, at the employee's option effective June 30th of each year.

Administrative leave may be taken in connection with vacation. Administrative leave shall be prorated if employment is commenced during the fiscal year.

14.00 TRAINING

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable Employees to upgrade their skills and improve their levels of performance. The City desires to provide a training program for all City employees. The selection of training opportunities shall be at the sole discretion of the department head and City Manager, consistent with City policies, but the City shall solicit input from Employees and will consider training requests. Each Employee shall be encouraged to join and attend meetings and conferences of the appropriate organizations related to their field of work.

The City agrees to reimburse Employees for only the cost of tuition and books associated with job-related upper level college or university courses, when approved by the department head prior to enrollment. Payment shall be made upon successful completion of each course. The City shall not reimburse Employees for supplies or mileage used to travel to and from such courses. This provision shall be limited to \$400 per fiscal year.

15.00 PEACEFUL PERFORMANCE - NO STRIKE/LOCKOUT

The Association agrees that during the term of this Memorandum of Understanding neither it nor the Employees it represents will engage in, encourage, sanction, and/or support: (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the department or other City departments, or (6) any other similar actions which would involve suspension of or interference with normal work of the department or other City departments.

In the event of any job action as described in (1) - (6) above, the Association will immediately notify involved Employees that the action(s) is in violation of this section and direct them to cease the action(s).

The City shall not lockout any Employee in the bargaining unit.

16.00 STAY WELL PLAN

The specific purpose of the Stay Well Plan is to encourage Employees to stay physically fit and well and to miss as few work days as possible due to illness or any other reason. The Stay Well Plan includes the following provisions:

- 1) The Stay Well Year shall be from December 1 through November 30.
- 2) To be eligible for the Stay Well Plan, Employees must have accumulated thirty (30) sick days (240 hours).
- 3) All sick leave (other than personal leave days) taken by Employees, regardless of the reason, shall be deducted from the potential Stay Well Bonus.
- 4) The Stay Well Bonus shall be payable in a separate check to all eligible Employees on the first pay date in December at the straight time salary rate in effect on November 30 of each year.
- 5) Employees shall have the option of receiving a Stay Well Bonus on the first pay date in December or crediting their unused sick leave to their total accumulation. A decision to credit unused sick leave to accumulation must be presented in writing to the City Administrator prior to December 1 of each year. The City shall provide a written reminder of this provision to all Employees no later than November 1 of each year.
- 6) Eligible Employees shall receive a Stay Well Bonus, or a pro rata share, according to the following schedule should they become eligible at some point during the Stay Well Year.

<u>Sick Leave Bonus</u>	<u>Straight Time Bonus</u>	<u>Pro Rata Bonus</u>
0 Sick Days	60 hours	62.5%
1 Sick Day	50 hours	52.1%
2 Sick Days	40 hours	41.6%
3 Sick Days	30 hours	31.3%
4 Sick Days	20 hours	20.8%
5 Sick Days	10 hours	10.4%
6-12 Sick Days Straight	0 hours	0.0%

17.00 CLASSIFICATIONS

City agrees to update the Mid-Manager classification list to include current classification titles and to update salary schedules to list salaries for all Middle-Management positions, including those not currently budgeted or filled.

18.00 FULL UNDERSTANDING

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed to by the parties. It is understood that all terms relating to Employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding

19.00 TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the City Council and the Association and shall remain in full force and effect from July 1, 2021 to June 30, 2024.

<p>CITY OF SCOTTS VALLEY</p> <p>DocuSigned by: <i>Tina Friend</i> D20DD1D2726141E...</p> <p>By: Tina Friend City Manager</p>	<p>SCOTTS VALLEY MID-MANAGEMENT ASSOCIATION</p> <p>DocuSigned by: <i>Laurie Grundy</i> 14F634F6BE08476...</p> <p>By: Laurie Grundy Finance Manager</p>
<p>Approved as to Form:</p> <p>DocuSigned by: <i>Kirsten Powell</i> 33D3E00924F847F...</p> <p>By: Kirsten Powell City Attorney</p>	<p>DocuSigned by: <i>Kati King</i> 5BC4D20A7AF441F...</p> <p>By: Kati King Wastewater Division Manager</p>

EXHIBIT A

MID-MANAGEMENT CLASSIFICATIONS

Accountant II
Associate Civil Engineer
Building Official
City Engineer
Civil Engineer
Civil Engineer (Traffic)
Finance Manager
Maintenance Division Manager
Principal Planner
Public Works Operations Manager
Recreation Division Manager
Senior Accountant
Senior Planner
Wastewater Division Manager
Wastewater and Environmental Program Manager
Wastewater Laboratory / Environmental Compliance Manager
Wastewater Plant Superintendent

EXHIBIT B

SALARY SCHEDULE EFFECTIVE JULY 1, 2021

**CITY OF SCOTTS VALLEY
MID-MANAGEMENT**

**SALARY SCHEDULE
07/01/2021 - 06/30/2022**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	5,412	5,683	5,967	6,266	6,579	6,908	7,253
Associate Civil Engineer	6,426	6,747	7,085	7,439	7,811	8,201	8,612
Building Official	5,745	6,032	6,334	6,651	6,983	7,332	7,699
City Engineer	7,850	8,243	8,655	9,088	9,542	10,019	10,520
Civil Engineer	6,811	7,152	7,509	7,885	8,279	8,693	9,128
Civil Engineer (Traffic)	7,137	7,494	7,869	8,262	8,675	9,109	9,564
Finance Manager	8,016	8,416	8,837	9,279	9,743	10,230	10,742
Maintenance Division Manager	5,662	5,945	6,242	6,555	6,882	7,226	7,588
Principal Planner	7,424	7,795	8,185	8,594	9,024	9,475	9,949
Public Works Operations Manager	7,781	8,170	8,578	9,007	9,458	9,930	10,427
Recreation Division Manager	5,390	5,660	5,943	6,240	6,552	6,880	7,224
Senior Accountant	6,265	6,578	6,907	7,252	7,615	7,996	8,395
Senior Planner	6,933	7,280	7,644	8,026	8,427	8,849	9,291
Wastewater Division Manager	7,504	7,879	8,273	8,687	9,121	9,577	10,056
Wastewater & Enviro Program Mgr	6,525	6,851	7,194	7,554	7,931	8,328	8,744
Wastewater Lab / Enviro Compliance Mg	6,525	6,851	7,194	7,554	7,931	8,328	8,744
Wastewater Plant Superintendent	5,787	6,077	6,380	6,699	7,034	7,386	7,755

EXHIBIT C

SALARY SCHEDULE EFFECTIVE JULY 1, 2022

**CITY OF SCOTTS VALLEY
MID-MANAGEMENT**

**SALARY SCHEDULE
07/01/2022 - 06/30/2023**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	5,628	5,910	6,205	6,516	6,842	7,184	7,543
Associate Civil Engineer	6,683	7,017	7,369	7,737	8,124	8,530	8,956
Building Official	5,975	6,274	6,587	6,917	7,262	7,626	8,007
City Engineer	8,164	8,572	9,001	9,451	9,923	10,420	10,941
Civil Engineer	7,083	7,438	7,809	8,200	8,610	9,040	9,492
Civil Engineer (Traffic)	7,422	7,794	8,183	8,592	9,022	9,473	9,947
Finance Manager	8,337	8,753	9,191	9,651	10,133	10,640	11,172
Maintenance Division Manager	5,888	6,183	6,492	6,817	7,157	7,515	7,891
Principal Planner	7,721	8,107	8,512	8,938	9,385	9,854	10,347
Public Works Operations Manager	8,092	8,497	8,922	9,368	9,836	10,328	10,844
Recreation Division Manager	5,606	5,886	6,180	6,489	6,814	7,154	7,512
Senior Accountant	6,516	6,841	7,183	7,543	7,920	8,316	8,732
Senior Planner	7,210	7,571	7,949	8,347	8,764	9,202	9,663
Wastewater Division Manager	7,804	8,194	8,604	9,034	9,486	9,960	10,458
Wastewater & Enviro Program Mgr	6,786	7,125	7,482	7,856	8,248	8,661	9,094
Wastewater Lab / Enviro Compliance Mg	6,786	7,125	7,482	7,856	8,248	8,661	9,094
Wastewater Plant Superintendent	6,018	6,319	6,635	6,967	7,316	7,681	8,065

EXHIBIT D

SALARY SCHEDULE EFFECTIVE JULY 1, 2023

**CITY OF SCOTTS VALLEY
MID-MANAGEMENT**

**SALARY SCHEDULE
07/01/2023 - 06/30/2024**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	5,853	6,146	6,453	6,776	7,115	7,471	7,844
Associate Civil Engineer	6,950	7,298	7,663	8,046	8,449	8,871	9,315
Building Official	6,214	6,525	6,851	7,193	7,553	7,931	8,327
City Engineer	8,491	8,915	9,361	9,829	10,320	10,836	11,378
Civil Engineer	7,366	7,735	8,121	8,527	8,954	9,401	9,872
Civil Engineer (Traffic)	7,719	8,105	8,510	8,936	9,382	9,851	10,344
Finance Manager	8,670	9,104	9,559	10,037	10,539	11,066	11,619
Maintenance Division Manager	6,124	6,430	6,751	7,089	7,443	7,815	8,206
Principal Planner	8,030	8,431	8,853	9,296	9,760	10,248	10,761
Public Works Operations Manager	8,416	8,836	9,278	9,742	10,229	10,741	11,278
Recreation Division Manager	5,830	6,122	6,428	6,749	7,087	7,441	7,813
Senior Accountant	6,777	7,115	7,471	7,845	8,237	8,649	9,081
Senior Planner	7,498	7,873	8,267	8,680	9,114	9,570	10,049
Wastewater Division Manager	8,116	8,522	8,948	9,395	9,865	10,359	10,876
Wastewater & Enviro Program Mgr	7,057	7,410	7,781	8,170	8,578	9,007	9,458
Wastewater Lab / Enviro Compliance Mg	7,057	7,410	7,781	8,170	8,578	9,007	9,458
Wastewater Plant Superintendent	6,259	6,572	6,900	7,245	7,608	7,988	8,387