

## City of Scotts Valley INTEROFFICE MEMORANDUM

**DATE:** July 16, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Corrie Kates, Deputy City Manager  
**SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
MID MANAGEMENT ASSOCIATION THROUGH JUNE 30, 2015**

### **SUMMARY OF ISSUE**

The term of the current contract with the Mid-Management Association expired on June 30, 2014. The City negotiating team has been in negotiation with the bargaining units over the past several months. A tentative agreement was reached that was within the parameters set by the City Council. Below is a summary of the main proposed amendments that would be included in the corresponding MOU:

**Term:** July 1, 2014 through June 30, 2015.

**Cell Phone Stipend:** Provide City Engineer and Recreation Division Manager a cell phone stipend - \$30 monthly.

**Vacation Buyback:** An EMPLOYEE may sell back up to two weeks (40 hours) of vacation annually, after 15 years of service with City, so long as the EMPLOYEE has an accrued vacation balance of at least one week (40 hours) remaining following the sale. To request vacation sell-back, the EMPLOYEE shall submit a written request to the City Manager.

The aforementioned will be incorporated into the corresponding MOU which also includes some clean-up language as well. The proposed MOU changes are attached for your review. Deletions are shown as ~~strikeouts~~ and additions are underlined. Additionally, a side letter was tentatively approved that removes the current City approved furlough program that was set in place due to budget short falls.

### **FISCAL IMPACT**

The financial impacts are within the parameters set by the City Council.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council approve the Memoranda of Understanding (MOU) with the Mid-Management Association and authorize the Mayor and the City Manager to execute the MOU and authorize the Deputy City Manager to execute the side letter agreement to terminate the current furlough program.

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# CITY OF SCOTTS VALLEY

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## OFFICE OF THE CITY MANAGER

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July 16, 2014

This side letter serves as to terminate the City Furlough adopted on September 25, 2009 for the Mid-Management Association, upon adoption of the 2014/2015 City Budget, and is effective July 1, 2014.

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Laurie Grundy  
Mid-Management Association

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Michelle Fodge  
Mid-Management Association

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Corrie Kates  
City Chief Negotiator

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

**July 1, 201~~4~~ JUNE 30, 201~~4~~5**

**1.00 PREAMBLE**

The 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). Member defined for the purpose of this agreement shall mean a Member assigned to a classification within the Scotts Valley Mid-Management Association as delineated in Appendix 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, 201~~4~~, through June 30, 201~~4~~5.

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 "Member"), listed on Appendix A, attached hereto. The Association shall negotiate for wages and benefits on behalf of all Members.

**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, disability, martial or military status, or sexual preference except as limited by 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 Members 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 Members 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 MEMORANDUM OF UNDERSTANDING - PRINTING AND DISTRIBUTION**

The City will print copies of this Memorandum of Understanding within fifteen (15) days after ratification and make it available to all unit Members and department heads.

#### **7.00 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 Members 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.

#### **8.00 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 Members within the law; direct its Members; take disciplinary action; relieve its Members 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/member relationships. These rights shall not be limited except as specified in this agreement.

#### **9.00 PERSONNEL RULES/ACTIONS**

##### **9.01 Probationary Period**

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

## 9.02    Reclassification

### 9.02.01    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.

### 9.02.02    Reclassification Probationary Period

Reclassified Members shall not be subject to a probationary period.

## 9.03    Salary Studies

~~The City agrees to conduct salary surveys for the positions of Building Official, Recreation Division Manager, and Wastewater & Environmental Program Manager to be completed by March 20, 2009. Members may submit salary surveys to the City for consideration of a possible salary adjustment. Once the surveys are prepared the City Members will provide a copy to the respective Association members~~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.

## 10.00    COMPENSATION

The salary range for each classification in the unit shall remain unchanged for the first year of this agreement.

~~The City and Association will reopen negotiations to negotiate salary ranges for the contract years commencing July 1, 2012 and July 1, 2013.~~

#### 10.01 Longevity

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

#### 10.02 Boot Allowance

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

#### 10.03 Clothing Allowance

The City shall provide \$250 per year for each Member, except Maintenance Division Manager and Wastewater/Environmental Program Manager, 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 and Wastewater/Environmental Program Manager and cleaned at City expense.

##### 10.03.01 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.

#### 10.04 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.

#### 10.05 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 Members.

#### 10.06 Cell Phone Reimbursement

Recreation Manager and City Engineer, who are required by their department head to use their personal cell phones for City business, will receive \$30 per month cell phone stipend during that approved period. The City will not be responsible for cell phone replacement, damage or any other costs associated with the Members personal cell phone. A cell phone stipend participating form will be signed by each Member and kept on file.

### **11.00 HEALTH AND WELFARE**

#### 11.01 PERS Medical Plan

##### 11.01.1 Cafeteria Plan

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). The cafeteria plan contribution rate for 2004 shall be the PERS Choice rate, minus Government Code section 22825 contribution. The cafeteria plan contribution rate for 2005 shall be the PERS HMO rate minus the Government Code section 22825 contribution. However, for employees choosing the PERS Choice Plan in 2005, the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and the 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.

#### 11.01.02 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.

#### 11.01.03 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.

#### 11.01.04 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.

11.01.05 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.

11.01.06 Dental Insurance

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.

11.02 Health, Dental & Vision Coverage

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

11.02.01 Retiree Medical Benefits Coverage

It is the purpose of the Employees Retiree Medical Coverage program to provide for medical insurance compensation to retired Members in order to insure 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 a Member:

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 Members 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 Member 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 Member must secure his/her own medical insurance coverage.

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.

~~Upon implementation for all City employee organizations, Retiree Health Insurance pursuant to this section will not apply to newly hired employees.~~

#### 11.03 Life Insurance

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

#### 11.04 LTDI

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

#### 11.05 State Disability Insurance

Members shall be eligible for paid sick leave benefits in accordance with City rules. Members shall continue to pay the premium cost for State Disability Insurance. It shall be the Member'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 Member's sick leave usage and wages for the affected period so their net pay is equal to that which they would receive if working.

#### 11.06 P.E.R.S. Contribution

The City shall continue to pay the Member's contribution to the Public Employees' Retirement System. The plan for all members is the 2.5% at age 55 plan with the one year final compensation benefit.

Upon the conclusion of negotiations with all affected employee organizations and the processing the CalPERS contract amendments, newly hired employees only will be covered by the 2% at age 60 retirement plan with the 36 consecutive months final compensation provision. They will also pay the 7% employee retirement contribution.

#### 11.07 Child and Dependant 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.

### **12.00 HOLIDAYS**

#### 12.01 Holidays

Each Member 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) July 4th - Independence Day
- 6) The first Monday in September - Labor Day
- 7) The second Monday in October - Columbus Day
- 8) November 11 - Veteran's Day
- 9) Thanksgiving Day
- 10) The day following Thanksgiving
- 11) The day preceding Christmas
- 12) Christmas Day
- 13) The day preceding New Years Day
- 14) Two floating holidays per fiscal year. (Members must use the floating holidays within the fiscal year or lose those holidays for that fiscal year.
- 15) Every day appointed by the President of the United States or the Governor of the State of California and the City Council for a public fast, thanksgiving or holiday

### **13.00 VACATION**

#### **13.01 Vacation Accrual**

Members shall accrue paid vacation as follows:

- a) Less than five years

For Members 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 Members 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 Members 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 Members 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).

#### **13.02 Vacation Accrual Maximum**

Members shall be allowed to carry over a maximum of 2 times their annual vacation accrual from one calendar year to the next (Members may accrue over 2 times during the calendar year).

If a Member 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. The department and Member shall schedule the use of vacation time sufficient to reduce the Members accrual below the maximum within a reasonable time.

### 13.03 Vacation - Illness

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

### 13.04 Vacation Schedule Conflict

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

### 13.05 Vacation Buy-back

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

## **14.00 LEAVES**

### 14.01 Leaves

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

### 14.02 Sick Leave Accrual

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

#### **14.02.01 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 Member'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 Member 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.

#### 14.02.02 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
10-15 years	40
15-20 years	60
25 yrs + years	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."

#### 14.03 Paid Bereavement Leave

Members shall be granted a leave with full pay in the event of the death of any member of the Member'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 Member.

#### 14.04 Personal Business Leave

Members 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. Personal leave taken after July 1, 1998, shall not be deducted from the potential bonus of the "Stay Well Plan". 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 Member. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

#### 14.05 Medical Leave - Insurance Coverage

The City shall continue to provide paid health, dental, and vision coverage to Members 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 Member may purchase insurance coverage at group rates through the City at his/her own sole cost and expense.

#### 14.06 Administrative Leave

The Middle Management Unit 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 30<sup>th</sup> 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.

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

### 15.00 TRAINING

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable Members 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 Members and will consider training requests. Each Member 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 Members 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 members for supplies or mileage used to travel to and from such courses. This provision shall be limited to \$400 per fiscal year.

## **16.00 PEACEFUL PERFORMANCE - NO STRIKE/LOCKOUT**

The Association agrees that during the term of this Memorandum of Understanding neither it nor the Members 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 Members that the action(s) is in violation of this section and direct them to cease the action(s).

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

## **17.00 STAY WELL PLAN**

The specific purpose of the Stay Well Plan is to encourage City Members 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, Members must have accumulated thirty (30) sick days (240 hours).
- 3) All sick leave (other than personal leave days) taken by Members, 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 Members on the first pay date in December at the straight time salary rate in effect on November 30 of each year.
- 5) Members 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 Members no later than November 1 of each year.
- 6) Eligible Members 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.

Sick Leave  
Bonus

Time Bonus

Pro Rata Bonus



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%

## **18.00 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.

## **19.00 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 Member 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.

## **20.00 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, 201~~4~~<sup>5</sup> to June 30, 201~~4~~<sup>5</sup>.

CITY OF SCOTTS VALLEY

~~Donna Lind~~Jim Reed, Mayor

Stephen H. Ando, City Manager

APPROVED AS TO FORM:

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Kirsten M. Powell, City Attorney

SCOTTS VALLEY MID-MANAGEMENT  
ASSOCIATION

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~~Scott Hamby, Wastewater/Environmental Program Manager~~Kristin Ard, Recreation Division Manager

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~~Conrad Sudduth, Recreation Division Manager~~Taylor Bateman, Senior Planner

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Michelle Fodge, Senior Planner

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Laurie Grundy, Accountant II

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Majid Yamin, City Engineer



## APPENDIX A

### CLASSIFICATIONS

Associate Civil Engineer

Building Official

City Engineer

Maintenance Division Manager

Recreation Division Manager

Senior Planner

Wastewater and Environmental Program Manager

Wastewater Plant Superintendent

Accountant II

Civil Engineer

Principal Planner

**EXHIBIT A**

**CITY OF SCOTTS VALLEY**

**MID-MANAGEMENT ASSOCIATION**

**SALARY SCHEDULE**

**07/01/2014 - 06/30/2015**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Accountant II	4,689	4,923	5,169	5,427	5,698	5,983	6,282
Associate Civil Engineer	5,567	5,845	6,137	6,444	6,766	7,104	7,459
Building Official	4,978	5,227	5,488	5,762	6,050	6,353	6,671
City Clerk	4,890	5,135	5,392	5,662	5,945	6,242	6,554
City Engineer	6,802	7,142	7,499	7,874	8,268	8,681	9,115
Civil Engineer	5,902	6,197	6,507	6,832	7,174	7,533	7,910
Civil Engineer (Traffic)	6,184	6,493	6,818	7,159	7,517	7,893	8,288
Maintenance Division Manager	4,906	5,151	5,409	5,679	5,963	6,261	6,574
Recreation Division Manager	4,671	4,905	5,150	5,408	5,678	5,962	6,260
Senior Planner	5,340	5,607	5,887	6,181	6,490	6,815	7,156
Wastewater & Environmental Program Manager	5,654	5,937	6,234	6,546	6,873	7,217	7,578
Wastewater Plant Superintendent	5,015	5,266	5,529	5,805	6,095	6400	6720
Principal Planner	6,433	6,755	7,093	7,448	7,820	8,211	8,622