

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOLANA BEACH AND  
THE SOLANA BEACH EMPLOYEES' ASSOCIATION  
MISCELLANEOUS UNIT**

JULY 1, 2010 THROUGH JUNE 30, 2013

**TABLE OF CONTENTS**

1.	PREAMBLE .....	1
2.	RECOGNITION .....	1
3.	APPROVAL BY THE CITY COUNCIL .....	1
4.	AUTHORIZED AGENTS/REPRESENTATIVES .....	2
5.	BENEFIT PLAN .....	2
6.	BILINGUAL PAY .....	3
7.	CALL BACK .....	3
8.	CITY MANAGEMENT RIGHTS .....	3
9.	EMPLOYEE RIGHTS .....	4
10.	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	6
11.	HOURS OF WORK.....	6
12.	LEAVE PROVISIONS .....	6
13.	LIFE INSURANCE .....	9
14.	MILEAGE ALLOWANCE .....	9
15.	NEGOTIATIONS FOR A SUCCESSOR AGREEMENT .....	9
16.	OVERTIME .....	9
17.	PEACEFUL PERFORMANCE OF CITY SERVICES.....	10
18.	PRIOR AGREEMENTS .....	10
19.	REOPENER .....	10
20.	RETIREMENT SYSTEM CONTRIBUTIONS .....	11
21.	RETIREE HEALTH BENEFITS .....	11
22.	RULES AND REGULATIONS .....	12
23.	SAFETY COMMITTEE .....	12
24.	SAFETY PROVISIONS .....	12
25.	SALARY ADJUSTMENT .....	12
26.	SAVINGS CLAUSE .....	13
27.	SEVERABILITY .....	13
28.	SEVERANCE PAY .....	13
29.	STAND-BY PAY .....	14
30.	TERM .....	14
31.	TUITION REIMBURSEMENT .....	14
	APPENDIX A.....	15
	APPENDIX B.....	16

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SOLANA BEACH  
AND  
THE SOLANA BEACH EMPLOYEES' ASSOCIATION  
MISCELLANEOUS UNIT**

**JULY 1, 2010 THROUGH JUNE 30, 2013**

**1. PREAMBLE**

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association (SBEA), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time and regular part-time Miscellaneous Unit employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

**2. RECOGNITION**

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA as the Recognized Employee Organization for Miscellaneous Unit employees for purposes of employer-employee relations.

Nothing in this Article is intended to amend, alter, modify or supersede the provisions of Resolution No. 92-52, or the rights of employees thereunder, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

**3. APPROVAL BY THE CITY COUNCIL**

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU), will govern the wages, hours and terms and conditions of employment of the employees represented by the SBEA, subject to the

provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

#### **4. AUTHORIZED AGENTS/REPRESENTATIVES**

CITY's principal authorized agent shall be the City Manager or the City Manager's authorized designee, unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA's principal authorized agent shall be its president or a duly authorized designee of the president.

#### **5. BENEFIT PLAN**

All regular employees in the Miscellaneous Unit shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY. The CITY will continue to contribute Flexible Plan Credits in the amount of \$715 per full-time employee, per month, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan (Cafeteria Plan).

Under this Plan, the CITY will make available medical, dental, and vision insurance plans for employees in this Unit. The Plan also provides for employee participation in health care and dependent care reimbursements. This Flexible Benefit Plan is established under Section 125 of the Internal Revenue Code and will be administered by the Personnel Officer. Employees will have the choice of applying Flexible Plan Credits to:

- (a) Medical, Dental, and Vision Insurance. Amounts designated by employee shall be applied to these insurance costs.
- (b) Health Care and Dependent Care Reimbursement Accounts. Amounts designated by employee shall be applied to these reimbursement accounts.
- (c) Cash. Employees shall have the option of cash benefit in accordance with the City of Solana Beach Flexible Benefit Plan Document.

**At a minimum, all employees must elect medical insurance for employee only.** Exceptions shall be made for an employee who provides proof of medical insurance coverage through another non-CITY plan. Requests for exception must be made by the employee and approved by the CITY's Personnel Officer. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Personnel Officer may request proof of coverage as often as deemed necessary to ensure employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee.

All Cafeteria Plan elections must be made on forms approved by the Personnel Officer. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan, and approved by the Personnel Officer.

## **6. BILINGUAL PAY**

The Bilingual Pay Program will begin the first full pay period after ratification of the MOU and will include the following components:

- (a) Eligible employees must pass a test of the City's choice and recertify every 3 years thereafter;
- (b) Qualified employees will receive a premium of \$100 per month;
- (c) Eligible languages are Spanish and American Sign Language;
- (d) Eligible Classifications are: Public Works Inspector, Sr. Engineering Tech, Admin Asst II and III, Sr. Code Compliance Officer, Code Compliance Specialist.

## **7. CALL BACK**

Miscellaneous Unit employees shall be entitled to call back pay as provided in the CITY Personnel Rules and Regulations.

## **8. CITY MANAGEMENT RIGHTS**

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises such exclusive authority in conformance with the express specific terms of this MOU.

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- (a) Determine and modify the organization of city government and its constituent work units.
- (b) Determine the nature, standards, levels and mode of delivery of services to be offered to the public; provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA and if an effect on represented employees is identified, shall meet and confer with SBEA regarding the effect of such decision on represented employees.
- (c) Determine the budget, to allocate funds and resources, and determine revenue sources.
- (d) Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- (e) Determine whether goods or services shall be made, purchased or contracted for; provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA regarding the effect of such decision on represented employees.
- (f) Determine employees, including scheduling and assignment of work and overtime.
- (g) Establish employee performance standards and require compliance therewith.



- (h) Promote or hire employees and establish job qualifications, descriptions and requirements.
- (i) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.
- (j) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- (k) Implement rules, regulations and directives consistent with law and the specific provisions of this MOU.
- (l) Take all necessary actions to protect the public and carry out its mission in emergencies.

## 9. EMPLOYEE RIGHTS

**Non-discrimination.** As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation or disability.

Neither CITY nor SBEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBEA activity or because of the exercise of any right provided to the employees by this MOU or the Meyers-Milias-Brown Act.

**Individual Rights.** Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances, and rules and regulations.

- (a) The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- (b) Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- (c) The right to review his or her individual personnel file at times convenient to the employee and the CITY.

## SBEA Rights.

- (a) CITY recognizes the right of SBEA to govern its internal affairs.
- (b) The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA and approved by the City Manager for the use of SBEA. Material placed on the bulletin board shall be at the discretion of SBEA. SBEA agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a work place free of discrimination or harassment.
- (c) SBEA may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA members. Use by SBEA of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- (d) The representatives of SBEA shall have reasonable access to the members of SBEA for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- (e) A representative of SBEA shall be allowed to be present at the request of any employee at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- (f) The CITY agrees to provide reasonable time off, without loss of pay, during scheduled work hours for up to two (2) representatives of SBEA when said representatives are meeting and conferring on matters within the scope of representation.
- (g) SBEA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- (h) A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of

workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

## **10. FULL UNDERSTANDING, MODIFICATION, WAIVER**

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded and terminated in their entirety. Any understanding or agreement, not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA, indicating the proposed change prior to its implementation. If SBEA wishes to consult or meet and confer with the CITY regarding the matter, SBEA shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

The consent to, or waiver of, any breach, provision, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all the provisions of this MOU, nor a consent, or waiver of, any future breach, provision or condition, unless otherwise expressly stated to the contrary in writing.

## **11. HOURS OF WORK**

Hours of work and work schedules shall be determined according to the City Personnel Rules and Regulations.

## **12. LEAVE PROVISIONS**

Employees shall be entitled to leaves of absence as provided in the City's Personnel Rules and Regulations.

## 12.1 Vacation

Miscellaneous Unit employees shall be entitled to vacation usage, accrual, and payoff as provided in the CITY Personnel Rules and Regulations.

Part-time employees shall be entitled to vacation at a rate that is representative of their part-time status.

## 12.2 Holidays

"Holiday Leave" "Holidays" and "Holiday Pay" are governed by the provisions of the City Personnel Rules and Regulations, except for the following amendments:

(a) Holiday Leave

Holiday Leave shall be "leave with pay" credited to employees in the amount of hours the employee(s) would have worked (either eight, or nine) for regular full-time employees. For example, if a holiday occurs on a Friday, employees will be credited with eight hours of Holiday Leave, whereas if a holiday occurs Monday through Thursday, employees will be credited with nine hours of Holiday Leave. If a holiday occurs on a weekend day, employees will be credited with nine hours of Holiday Leave. Employees will not be credited with Holiday Leave that exceeds the number of hours they would have worked.

Part-time employees will be credited with Holiday Leave at a rate that is representative of their part-time status (e.g., 50% or 75%).

(b) Christmas and New Year's holidays:

Employees are entitled to a one-half day holiday on Christmas Eve Day, and a one-half day holiday on New Year's Eve Day. City administrative offices will close at 12:30 p.m. in observance of these holidays when they fall during the regular work week. If a New Year's or Christmas Eve holiday falls on a day when City administrative offices are closed or on an employee's regularly scheduled day off, regular full-time SBEA represented employees shall be credited with 4 hours of Holiday fixed leave in observance of these holidays.

Part-time employees shall be entitled to Holiday Leave representative of their part-time status (e.g., 50% or 75%). The CITY reserves the right to determine the most efficient manner in which to provide the Christmas, Christmas Eve, New Year's Eve and New Year's Day holidays.

(c) Work on a holiday:

Regular employees who are required to work on official CITY holidays shall be compensated at the rate of time and one-half (1.5) the regular rate of pay for hours actually worked. Such compensation shall either be paid or, at the employee's option, be provided in compensatory time off (comp time) if the employee is eligible to receive comp time and if the comp time would not exceed the maximum number of hours permitted (50 hours). The affected employee shall also receive holiday credit in the amount of hours that the employee worked (either eight or nine).

(d) Floating Holidays

Employees shall be entitled to three "floating holidays," which shall be credited in the following manner: Eighteen hours of "floating" holiday credit shall be credited and available to employees on July 1 of each year, and nine hours of "floating" holiday credit shall be credited and available to employees on January 1 of each year. Employees must use these "floating holiday" credits within 12-months of the date in which they were credited, or they will forfeit the floating holiday credit.

**12.3 Bereavement**

In the event of the death of a member of the employee's immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to three working days. The employee may take up to an additional two days bereavement leave, not deducted from sick leave, if the funeral is more than 300 miles from the CITY. Immediate family shall be defined as: spouse, child (including stepchild), parent, grandparent, grandchild, step-parent, step-child, legal guardian (or former legal guardian), mother-in-law, father-in-law, son-in-law, daughter-in-law, or sibling. Employee must provide documentation of location/memorial service upon request of the City.

**12.4 Jury Duty / Witness Duty**

Employees shall be compensated for jury duty according to the City Personnel Rules and Regulations. Employees shall be compensated for witness duty according to the City Personnel Rules and Regulations.

**12.5 Special Leaves of Absence Without Pay**

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2).

**12.6 Sick Leave**

Employees shall be entitled to accrue sick leave based upon the City Personnel Rules and Regulations. Part-time employees shall be entitled to accrue sick leave at a rate that is representative of their part-time status (e.g., 50%, 75%). Sick leave accrual, usage and pay-off shall be subject to the provisions the City Personnel Rules and Regulations.

- (a) Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect 40 hours of sick leave may be converted to vacation leave when an employee has not used up more than 40 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

### **12.7 Sick Leave Payoff at Retirement**

The CITY will provide sick leave payoff at retirement as follows:

Sick leave payoff shall occur for normal (non-disability) retirement only. Payoff shall be in cash at the rate of ten percent (10%) of the sick leave balance at the time of retirement up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee is required to have a minimum of ten (10) years of service with the CITY. There shall be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

### **13. LIFE INSURANCE**

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

### **14. MILEAGE ALLOWANCE**

Employees shall receive a mileage allowance as provided in the City Personnel Rules and Regulations.

### **15. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT**

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written notice of intent to bargain not later than February 1 of the final year of the MOU. If a proposal or notice of intent to bargain is submitted, meeting and conferring sessions shall begin and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31 of the final year of the MOU. If neither party submits at least a notice of intent to bargain, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

### **16. OVERTIME**

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay (comp time) as provided in the City Personnel Rules and Regulations.

Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Department Head in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

## **17. PEACEFUL PERFORMANCE OF CITY SERVICES**

No Strike. During the life of this MOU, neither the employees nor any employee's agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty. Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility. Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA is required to enforce the provisions of said Article by court action, an injunction may be issued.

## **18. PRIOR AGREEMENTS**

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA and the CITY.

The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

## **19. REOPENER**

During the duration of this MOU the City may reopen negotiations to discuss the following items for citywide implementation:

- New City Personnel Rules
- Comprehensive Leave Balance Program
- New Performance Standards
- The SBEA and/or the City may reopen contract negotiations for potential increases and/or decreases in salaries during years two or three of this agreement. Any potential adjustments will be dependent on the City's financial status and budget constraints. The SBEA and the City agree to adhere to the dates stated in Article 15 of this MOU regarding negotiations for a successor agreement if seeking to exercise the reopener language in Year Two and/or Year Three.

## **20. RETIREMENT SYSTEM CONTRIBUTIONS**

The City will continue to participate in the California Public Employees Retirement System (CalPERS) and provide for a 2.5%@55 retirement program. The cost of the program will continue to be shared between City and SBEA represented employees. Effective September 10, 2010 SBEA MISC members will contribute an additional 2.242% for a total of 3.515%. Effective July 1, 2011, SBEA MISC members will contribute an additional 2.242% for a total of 5.757%. Effective July 1, 2012, SBEA MISC members will contribute an additional 2.243% for a total of 8%. SBEA MISC members agree to pay the entire CalPERS Retirement employee share of 8% by July 1, 2012.

The CITY will continue to provide provisions of Government Code Section 20636(c)(4) pursuant to Section 20691 for reporting the value of Employer Paid Member Contributions (EPMC).

All benefits and amendments to the Retirement system provided in previous MOUs between the City and the SBEA, Miscellaneous Unit, shall remain in full force unless otherwise annulled by this MOU.

20.1 All employees hired on or after January 1, 2011 will be eligible for a 2 %@60 retirement program in the California Public Employees Retirement System (CalPERS), with the use of the average of the employee's highest three year salary. Employees will pick up the entire cost of 8% of the employees' share of the program upon hire.

## **21. RETIREE HEALTH BENEFITS**

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits as follows:

- (a) Staff members currently employed who retire from the City at a future date, and who elect to continue their health insurance at the time of their retirement with the City shall receive the following additional compensation as supplemental benefits in recognition of their vested rights and service to the City:
  1. Staff members hired prior to January 1, 2007 shall receive maximum of \$290.00 per month, minus the minimum PEMCHA contribution provided upon retirement to offset medical insurance costs.
  2. Staff members with a date of hire on or after January 1, 2007, who subsequently retire from the City, will receive only the "minimum" retirement benefit contribution amount required under PEMCHA to offset medical insurance costs.

## **22. RULES AND REGULATIONS**

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to implement the terms of this MOU. During the term of this MOU, any amendments proposed by CITY Management to the City of Solana Beach Personnel Rules and Regulations pursuant to the rights reserved to the CITY under this MOU shall be made after providing notice and an opportunity for input to the designated representatives of SBEA.

## **23. SAFETY COMMITTEE**

The employees represented by SBEA, Miscellaneous Unit, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

## **24. SAFETY PROVISIONS**

### **24.1 Safety Shoes**

The CITY will reimburse full-time Public Works employees, as defined below, for the purchase of steel-toe safety shoes in an amount not to exceed a total of one hundred fifty dollars (\$150) per fiscal year. This amount may be divided by the employee during the course of the fiscal year if the employee decides to purchase more than one pair of steel-toed shoes. All Public Works employees shall wear steel-toe safety shoes while performing work within the scope of their employment for the CITY.

#### **Public Works Employees:**

Lead Maintenance Worker  
Maintenance Worker I/II

### **24.2 Sunscreen**

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as-needed basis to all CITY employees who perform work outdoors.

## **25. SALARY ADJUSTMENT**

The parties jointly agree that the following salary increase shall be applicable for the term of this MOU for all SBEA classifications as specified on the salary schedule in Appendix B. :

- July 2010: No salary adjustments for employees represented by SBEA, Miscellaneous Unit.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations. The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

## **26. SAVINGS CLAUSE**

If any provisions of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

## **27. SEVERABILITY**

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

## **28. SEVERANCE PAY**

The CITY shall provide severance pay for Miscellaneous Unit employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations as follows:

- (a) Employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations shall receive severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employee's termination; provided however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days, then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- (b) Severance pay shall be payable in installments. The first installment shall be made on the second Friday following the date of termination. Subsequent payments shall be at two week intervals thereafter.
- (c) An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.

- (d) In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- (e) An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.
- (f) Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to the City Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

### **29. STAND-BY PAY**

Stand-by pay will be compensated at one and one-half hours of straight time pay, at the employee's base rate for each day the employee is on "Stand-by," for represented employees. Any phone calls handled while on stand-by pay shall be paid at the overtime rate in 6-minute increments and shown separately on the time card. This provision shall become effective the first full pay period after ratification of the MOU by the City Council.

### **30. TERM**

The term of this agreement shall be retroactive to July 1, 2010, subject to formal approval by the City Council, and shall expire at midnight, June 30, 2013.

### **31. TUITION REIMBURSEMENT**

Each SBEA represented employee shall be eligible for a maximum reimbursement each year up to, but shall not exceed, the amount of \$2,000.

APPENDIX A

SBEA represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

SOLANA BEACH EMPLOYEES ASSOCIATION (SBEA)

By: [Signature]  
DANNY HERNANDEZ, SBEA-MISC.

Date: 8-25-10

By: [Signature]  
THOMAS WARDEN, SBEA-MISC.

Date: 8-25-10

By: [Signature]  
LUELLA GRECO, SBEA-MISC.

Date: 8-25-10

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: [Signature]  
JOHANNA CANLAS  
CITY ATTORNEY

By: [Signature]  
THOMAS M. CAMPBELL  
MAYOR

Date: 8/25/10

Date: 8-30-2010

ATTEST:

CITY:

By: [Signature]  
ANGELA IVEY  
CITY CLERK

By: [Signature]  
DAVID OTT  
CITY MANAGER

Date: 8-31-2010

Date: 8/30/10

Approved 8-25-2010

## APPENDIX B

### SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2010 SOLANA BEACH EMPLOYEES ASSOCIATION, MISCELLEANOUS UNIT

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
3066 Administrative Assistant I	\$ 13.80	\$ 14.49	\$ 15.21	\$ 15.98	\$ 16.77
3086 Administrative Assistant II	\$ 16.83	\$ 17.67	\$ 18.56	\$ 19.48	\$ 20.46
3108 Administrative Assistant III	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.25	\$ 25.46
3123 Assistant Planner	\$ 24.32	\$ 25.54	\$ 26.81	\$ 28.15	\$ 29.56
3153 Associate Civil Engineer	\$ 32.77	\$ 34.41	\$ 36.13	\$ 37.94	\$ 39.83
3136 Associate Planner	\$ 27.68	\$ 29.06	\$ 30.52	\$ 32.04	\$ 33.65
3116 Code Compliance Officer	\$ 22.68	\$ 23.81	\$ 25.00	\$ 26.25	\$ 27.57
3106 Code Compliance Specialist	\$ 20.54	\$ 21.57	\$ 22.65	\$ 23.78	\$ 24.97
3108 Community Services Coordinator	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.25	\$ 25.46
3128 Environmental Specialist	\$ 25.56	\$ 26.84	\$ 28.18	\$ 29.59	\$ 31.07
3111 Lead Maintenance Worker	\$ 21.59	\$ 22.67	\$ 23.80	\$ 24.99	\$ 26.24
3107 Junior Planner	\$ 20.74	\$ 21.78	\$ 22.87	\$ 24.01	\$ 25.21
3085 Maintenance Worker I	\$ 16.67	\$ 17.50	\$ 18.38	\$ 19.30	\$ 20.26
3097 Maintenance Worker II	\$ 18.78	\$ 19.72	\$ 20.70	\$ 21.74	\$ 22.83
3131 Public Works Inspector	\$ 26.33	\$ 27.65	\$ 29.03	\$ 30.48	\$ 32.00
3126 Senior Code Compliance Officer	\$ 25.48	\$ 26.75	\$ 28.09	\$ 29.50	\$ 30.97
3125 Senior Engineering Technician	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.14