Memorandum of Understanding Between
City of Pacific Grove and
Management Employees' Association

January 1, 2017 – December 31, 2019

In accordance with State requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Management Employees' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation. As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3503.1.

ARTICLE 1 ADMINISTRATIVE

1.1 Parties
This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Management Employees' Association, (herein called the "Association").

1.2 Recognition
The City recognizes the Pacific Grove Management Employees' Association as the exclusive representative of the employees of the City in the Management Unit.

1.3 Unit Description
The Management Unit consists of all regular employees of the City occupying positions in the following non-confidential designated job classes:

Community & Economic Development Program Manager
Construction Project Manager
Environmental Programs Manager
Librarian
Management Analyst
Planner, Principal
Program Manager
Public Works Superintendent
Senior Recreation Coordinator

1.4 Coverage
This Memorandum of Understanding applies only to full-time positions in the Management Association.

1.5 Duration and Scope of MOU
The MOU shall govern the period January 1, 2017 through December 31, 2019. It is understood that as to any terms not covered by this MOU. Section 4.20 of the Pacific Grove Municipal Code and Administrative Policy & Procedures Manual is applicable.

1.6. Nondiscrimination
The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of Association membership.
Employees may elect to exercise their right to join and participate in the activities of the Association for the purpose of representation in all matters of their working conditions and employer-employee relations.

1.7 Association Dues
While this agreement remains in effect the City will, upon verification that a City employee is a member of the Association, deduct from the employee’s paycheck and forward to the Association, his or her membership dues. All other legal and required deductions notwithstanding, the employee shall have the right to cancel membership at any time by giving written notice to the City Manager. The City shall transmit to the Association, as soon as reasonably possible, the aggregate of such deductions, along with an itemized statement of the deductions taken. Dues deducted and paid to the Association in error shall be refunded to City upon presentation of proof of such error.

1.8 Contracting Out/Bidding
The City has the right to contract out bargaining unit services, when feasible, the City may perform cost analysis to meet the best interest of the City. In the event that the City exercises it’s right to contract out bargaining unit work, the City shall provide at least 60 days’ notice to Association and an opportunity for the Association to meet and confer on the impacts and effects of this decision and comply with current law.

1.9 Safety
The City recognizes its obligation and is committed to providing a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the City reserves the right to adopt reasonable City rules and regulations, which become effective when posted. City agrees to meet and discuss with the Association proposed changes prior to implementation.

The Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

Association representatives shall have reasonable access to work locations of unit employees to inspect worksites to ensure a safe work place.

1.10 Safety Committee
The City shall convene a Safety Committee to discuss the provision of safety equipment appropriate to specific job classifications.

ARTICLE 2 COMPENSATION

2.1 Compensation Adjustment

Off-Salary Schedule Adjustment The first full pay period following MOU ratification, and subsequent 30-day window after the second reading of the Ordinance adopting a revised salary schedule, classifications shown on Table C below shall incorporate the off-salary schedule adjustment annual amount into the annual base salary. The off-salary adjustment shall be PERS-able salary.
2.2 Management Time Compensation
Due to the unique aspects of their normal job duties, employees shall receive Management Time Compensation is lieu of paid management leave, overtime, or compensatory time in the amount of 3% of base salary.

It is understood Association members are required to work flexible hours and will adjust their schedules as they feel appropriate to meet their responsibilities.

2.3 Additional Salary Schedule Steps
Any employee who has served in Step 5E for three (3) or more years shall be placed in Step 6F (3.75%). Any employee who has served four (4) years in Step 6F shall be placed in Step 7G (3.75%). These additional salary step increases shall continue so long as an employee remains in the same job classification or is placed in a new class as part of a reclassification of his/her position without an increase in compensation.

The salary of an employee who is promoted or reclassified to a class having a higher salary range shall be adjusted to the first step of the new salary range or to the next higher step that provides a minimum of five percent (5%) salary increase.

### ARTICLE 3 INSURANCE BENEFITS

3.1 Employee Health Plan Eligibility
Association employees shall be entitled to participate in the City-sponsored group health plans including medical, dental, and vision as well as optional benefits.

Eligible employees enrolling in the group health plans within 60 days following their appointment will be covered subject to the contract limitation with the group health plan carrier. Coverage shall commence when the employee is eligible for coverage under CalPERS rules and the group health plan carriers' rules.

Human Resources will notify employees of annual open enrollment periods to change group health plans or enroll in additional benefits; unless the employee can certify a qualifying loss of coverage. (an eligible spouse, domestic partner, or minor child requiring health coverage because of a court order; new children by birth or adoption, or placement of adoption; new family members due to marriage or domestic partnership registration; or those whose health plan was cancelled due to an involuntary loss of coverage).
3.2 City Paid Health Premiums

(a) City shall pay the employer required statutory minimum contribution for employees enrolled in the PERS health plans as required by the Public Employee Medical and Hospital Care Act (PEMHCA).

(b) Health care premiums include medical, dental and vision.

(c) For employees participating in all three health plans: medical, dental and vision:

(1) Effective the first full pay period after ratification, the City will contribute $800 per month towards health care premiums.

(2) Effective in the first full pay period of December 2017 the City will contribute up to $1,000 per month towards health care premiums.

(3) Effective in the first full pay period of December 2018, the City will contribute up to $1,200 per month towards health care premiums.

(4) Employees participating in all three health plans (at any participation level, employee only, employee + one, employee + family) are eligible to receive the balance of their City health contributions placed in a medical Flexible Spending Account (FSA) with a 10% administrative fee deducted. Maximum allowable FSA contributions per IRS rules.

3.3 Proof of Other Coverage
Employees who opt out of the medical plan and receive cash in lieu must provide the following:

(a) proof the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and

(b) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The City will not make an in lieu payment if the City knows the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

A. Rate of Contribution Cash in Lieu (Grandfathered Employees)
The City shall contribute $368.75 per month ($171.20 for each of twenty-six pay periods) for current employees who are not participating in medical health plan coverage at the time of MOU ratification. This option is not available to new hires or current employees participating in the City’s medical health plan coverage. There is no opt-in for this program and employees who opt out will no longer be allowed to receive this benefit. This contribution terminates 12/31/19.
3.5 Section 125 Plan
Employees may elect to participate in three Section 125 programs offered by the City. The available programs are Pre-Tax Premium Option, Dependent Care, and Flexible Spending Account. Each of these programs shall be administered in accordance to the IRS Code. For purposes of information, the following provides a description of the programs.

- Pre-Tax Premium Option- Permits payment of health insurance premiums subject to salary deduction with pre-tax income.
- Dependent Care- Permits payment of eligible dependent care with pre-tax income.
- Flexible Spending Account- Permits payment of eligible health care expenses not reimbursed by health insurance with pre-tax income.
- Optional Insurance Programs (e.g. AFLAC or other pre-tax offerings sponsored by the City.

Other Optional Benefits:
- 457 Deferred compensation Plan

3.6 Group Life Insurance
The City shall provide at its cost Group Life Insurance with Accidental Death and Dismemberment at a minimum benefit of $50,000.

3.7 Short Term/ Long Term Disability Plan (STD/ LTD)
The City shall provide at its cost Short Term and Long Term Disability Insurance.

3.8 State Disability Income Protection Plan
It is agreed that Association employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with City PTO leave benefits.

3.9 Medical, Dental, and Vision Insurance
The City and Association agree to periodically review health insurance policies currently in place to provide the most favorable insurance coverage available.

3.10 Medicare
City agrees to implement Medicare withholding for employees who have not achieved eligibility.

3.11 Retired (Grandfathered) Employees Health Premium
For employees retired prior to 1/1/17, the City shall pay a health insurance premium supplement to Associations employees who retire from the City on or after January 1, 1999, equal to one half the cost of the highest premium paid by the City for Employee only health insurance, excluding premiums for dental and vision insurance, to a maximum of $150.00 per month. The payment, which will be paid directly to the employee, shall continue for a period of five years following the effective date of the employee’s retirement or until the employee attains the age of 65 years, whichever occurs first. To qualify for the supplemental payment, the retired employee must be enrolled in the City’s medical insurance plans. This benefit OPEB (Other Post Employment Benefit) terminates for employees retiring after 1/1/17.

3.12 Workers Compensation Salary Continuation
Association members who suffer a bona fide on the job injury, as determined under the provisions of the California Workers’ Compensation laws, and who, as a result of such injury, are unable to work in their regularly assigned position or other position as determined by the City will be entitled to receive full salary and benefits for the first 90 days of such absence from
the date of the incurred injury. No charge to the member's sick leave, vacation, compensatory time off or other leave will be made during the 90 days from the date of the incurred injury. It is noted that the City offers a Disability Insurance policy which establishes additional benefits for absences due to disabilities.

**ARTICLE 4 FITNESS INCENTIVE**

4.1 Fitness Incentive Program Overview.
The Fitness Incentive Program is coordinated by the Recreation Department.

Benefits to the City
- Lower rate of absenteeism of employees
- Higher employee morale
- Testing available for all ages and abilities
- Potential for decreased health care costs
- Potential for lowered health insurance costs

Benefits to the Employees
- All testing is confidential
- Increased morale
- Increased fitness/health
- Incentives for fitness improvements (provided by employer)
- Potential for decreased health risks
- Potential for decreased absenteeism
- Ability to self-test and track improvements using the President's Challenge-Adult Fitness Test

4.2 Fitness Assessment Procedure
Employees may schedule two fitness-assessments times per calendar year (January through June and July through December). Employees volunteering to be assessed twice a year, who improve their rating, will receive the difference in the incentive between their first and second rating. The maximum incentive to be received by an employee during a calendar year is $250.

Fitness assessments are scheduled and coordinated with the Monterey Sports Center. Assessments should take no more than one hour for each participant. Results will be generated and a Fitness report and analysis will be given to each participant. Monterey Sport Center will relay overall fitness assessment rating to Human Resources to process incentive pay-out.

Employees participating in the fitness testing may do so on or off duty, providing there is adequate staffing. No overtime will be paid for off-duty participation.

4.3 Fitness Testing Components
   a) Testing includes assessment of:
      - Blood Pressure
      - Resting Heart Rate
      - Cardiovascular Function
      - Strength
      - Flexibility
   b) Testing can be adapted for persons with special needs
4.4 Incentive Plan Compensation
The incentive for employees would be determined by the rating given to the employee after they complete the Fitness Profile. The Fitness Profile evaluates personal fitness test results based on the national norms for specific age and gender categories. Compensation would be determined as follows:

<table>
<thead>
<tr>
<th>Overall Rating</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>$250.00</td>
</tr>
<tr>
<td>Fit</td>
<td>$150.00</td>
</tr>
<tr>
<td>Fair</td>
<td>$100.00</td>
</tr>
<tr>
<td>Needs Work</td>
<td>$0</td>
</tr>
</tbody>
</table>

ARTICLE 5 RETIREMENT

This MOU shall incorporate the two-tiered retirement system to address Classic Members and New CalPERS Members required for Miscellaneous Employees by the California Public Employees' Pension Reform Act (PEPRA) of 2013.

5.1 Definition
The terms Classic Member and New CalPERS members are defined by PERS law and regulations, but in general these are construed to have the following meanings:

A. Classic CalPERS Member
"Classic Member" is typically defined as an employee who was hired on or before December 31, 2012, or is a member of a reciprocal retirement system.

B. New Employee
"New Employee" means an employee of a public employer who is employed for the first time by any public employer on or after January 1, 2013, and who was either:
- Not employed by any other public employer prior to that date; or
- Employed by another public employer prior to that date, but who was not subject to reciprocity between his new employer's plan and another public retirement system.

C. New CalPERS Member
"New Member" means an individual who either:
- Becomes a member of the plan for the first time on or after January 1, 2013 and either (i) was not a member of any other public retirement system prior to that date or (ii) was a member of another public retirement system prior to that date but was not subject to reciprocity between his new employer's plan and another public retirement system; or
- Was an active member in the plan and, after a break in service of more than six months, returned to active membership in that plan with a new employer.
5.2 Service Pension for Classic Members
The retirement formula expressed in Government Code Section 21354 commonly known as 2% at 55 local miscellaneous members shall apply to covered Classic Members.

5.3 Cost Sharing - Service Pension for Classic Members
The parties shall engage in sharing the City’s employer contribution towards retirement benefits in accordance with Government Code Section 20516. As soon as administratively possible, cost-sharing shall be in effect and will require the employee to pay the portion of the employer contribution.

A. For the duration of the MOU, the employee shall pay a total of 12% of the employee and employer share (7% of the employee share and 5% of the employer share).

B. Following MOU ratification, the City will initiate a contract amendment with CalPERS under Section 20516 that allows for employee cost sharing of the employer rate and provides member’s contribution to be credited to each member’s account. Following the expiration of the current MOU, the City will initiate a contract amendment with CalPERS to end the Section 20516 amendment if not re-negotiated at that time. The Association recognizes that the CalPERS amendment process may take up to 90 days or longer.

5.4 Final Compensation for Classic Members
"Final Compensation" shall be applied for retirement purposes as specified in Government Code Section 20042, as one year's highest compensation.

5.5 Credit for Unused Sick Leave for Classic Members
Employees shall be given service credit upon retirement for unused sick leave as specified in Government Code Section 20965.

5.6 New CalPERS Members Benefit Rate, Contribution and Final Compensation
New CalPERS Members shall receive and make contributions for PERS benefits in compliance with PEPRA.

A. Benefit Rate New Members benefit rate shall be MISC 2% @ 62.
B. Contribution New Members shall pay 50% of the normal cost of their pension benefit.
C. Final Compensation Three-year average final compensation period.

5.7 1959 Survivor's Allowance
The “1959 Survivor’s Allowance Fourth Level” as defined in Government Code Section 21574 shall apply to both Classic and New CalPERS Members.

5.8 Military Service Credit
Military Service Credit as defined in Government Code Section 21024 shall apply to both Classic and New CalPERS Members

5.9 Continued Application
The Parties agree that all elements of the CalPERS article shall have continued application until or unless it is amended by mutual agreement of the parties.
ARTICLE 6 LEAVE PROVISIONS

6.2 Sick Leave

A. Sick Leave Buy Out
   Upon separation of employment, other than retirement, the employee shall be entitled to be paid for 50% of his/her sick leave accumulated at the time of such termination.

   Upon retirement the employee shall be entitled to be paid for 50% of any accumulated sick leave in excess of that for which retirement credit is given.

   In the event the employee is terminated by virtue of a conviction of a felony or any other illegal act, the City shall have no obligation to provide sick leave buy-out.

6.3 Personal Necessity Leave
Employees may use accrued sick leave and or PTO leave in the event of the personal illness or injury of a family member, including father, mother, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, or in-laws.

6.4 Bereavement Leave
Up to a maximum of five (5) days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, step parent, step child, grandparent, in-laws, registered domestic partner, child of registered domestic partner or any other member of the immediate household.

6.5 Paid Time Off (PTO)
Effective July 1, 2015 a Two-Tiered Paid Time Off (PTO) program shall be implemented. The two-tiers shall identify the leave accrual rate and policy for Legacy Employees and New Employees.

6.5.1 Legacy Employees Paid Time Off (PTO)
This section shall set PTO rules for Legacy Employees only. PTO rules for New Hire Employees are set forth below and shall not apply to Legacy Employees.

A. Definition
   Legacy Employees shall be defined as those hired on or before June 30, 2015.

B. Effective Date
   PTO shall be implemented effective July 1, 2015

   Vacation leave accrued before June 30, 2015 is usable as PTO, or at the employee’s option (exercised before June 30, 2015), may be retained as a vacation leave bank.

   Sick leave accrued before June 30, 2015 may be used as PTO, or at the employee’s option (exercised before June 30, 2015), may be retained as a sick leave bank.

C. Accrual Rate
PTO Accruals are based upon full years of consecutive employment.

Legacy employees shall earn PTO according the rates set out in the following table.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Earned per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>10.667</td>
</tr>
<tr>
<td>5 to 6</td>
<td>14.00</td>
</tr>
<tr>
<td>7 to 8</td>
<td>14.667</td>
</tr>
<tr>
<td>9 to 10</td>
<td>15.333</td>
</tr>
<tr>
<td>11 to 12</td>
<td>16.00</td>
</tr>
<tr>
<td>13 to 14</td>
<td>16.667</td>
</tr>
<tr>
<td>15</td>
<td>17.333</td>
</tr>
<tr>
<td>16</td>
<td>18.00</td>
</tr>
<tr>
<td>17</td>
<td>18.667</td>
</tr>
<tr>
<td>18</td>
<td>19.333</td>
</tr>
<tr>
<td>19</td>
<td>20.00</td>
</tr>
<tr>
<td>20 plus</td>
<td>20.667</td>
</tr>
</tbody>
</table>

D. **PTO Accumulation**
PTO shall not be accrued any time the employee’s PTO balance exceeds 400 PTO hours.

E. **PTO/Vacation Buy-Back Program**
Employees may sell back to the City up to 80 hours of their PTO/vacation in any calendar year if both of the following conditions are met:

- The employee has used (taken) at least 40 hours of PTO/vacation during the preceding calendar year.
  
  AND
- The employee must have at least 40 hours of PTO/vacation remaining after the buy-back of some of the accumulated vacation.

F. **PTO/Vacation Pay Out**
PTO/Vacation leave balance shall be paid out upon employee’s separation from employment in compliance with CalPERS rules and regulations.

6.5.2 **New Employees Paid Time Off (PTO)**
This section shall set PTO rules for New Hire Employees only. PTO rules for Legacy Employees are set out above and shall not apply to New Hire Employees.

A. **Definition**
New Employees shall be defined as those hired on or after July 1, 2015.

B. **Accrual Rate**
PTO Accruals are based upon full years of consecutive employment.
New Employees shall earn PTO according the rates set out in the following table.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Earned per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>8.00</td>
</tr>
<tr>
<td>5 to 15</td>
<td>12.00</td>
</tr>
<tr>
<td>15 plus</td>
<td>15.333</td>
</tr>
</tbody>
</table>

C. PTO Accumulation
PTO shall not be accrued any time the employee’s PTO balance exceeds 244 PTO hours.

D. PTO Buy-Back Program
Employees may sell back to the City up to 80 hours of their PTO in any calendar year if both of the following conditions are met:
- The employee has used (taken) at least 40 hours of PTO during the preceding calendar year.
AND
- The employee must have at least 40 hours of vacation remaining after the buy-back of some of the accumulated vacation.

E. PTO/Vacation Pay Out
PTO/Vacation leave balance shall be paid out upon employee’s separation from employment.

6.6 Holiday Schedule
Holidays observed shall be as set out in Section 4.20 of the Pacific Grove Municipal Code and Administrative Policy & Procedures Manual with the following adjustment.

- The following days shall not be observed as City holidays: Cesar Chavez Day and California Admission’s Day.

6.7 Two-Tiered Holiday Schedule Effective July 1, 2015
Effective July 1, 2015 the Two-Tiered Holiday Schedule shall be implemented. The two-tiers shall identify the holiday schedules for Legacy Employees and New Employees.

6.7.1 Legacy Employees Holiday Schedule
A. Definition
Legacy Employees shall be defined as those employees hired on or before June 30, 2015.

B. 
Holiday Schedule
Effective July 1, 2015, Legacy Employees shall receive annually the following eight (8) paid holidays:

- New Years’ Day- January 1
- Memorial Day- Last Monday in May
- Independence Day- July 4
- Labor Day- 1st Monday in September
- Thanksgiving Day- 4th Thursday in November
- Thanksgiving Holiday- Day After Thanksgiving
- Christmas Eve Day- December 24
- Christmas Day- December 25

C. Holiday Schedule Observance
Unless otherwise provided, when a holiday falls on a Sunday, the following Monday shall be observed; a holiday falls on a Saturday, the prior Friday shall be observed. When a holiday falls on an employee’s time off, the working day immediately preceding or immediately following such holiday, at the determination of the department manager and subject to approval of the personnel officer, shall be observed as a holiday.

D. Floating Holidays
Effective July 1, 2015 and thereafter annually, Legacy Employees shall receive seven (7) floating holidays each fiscal year.

Legacy Employees may select the date upon which they shall use any floating holiday, subject to scheduling needs of the City. If a floating holiday is not used within the fiscal year, the time shall be forfeited.

Floating holidays denied due to staffing shortages or other operational reasons will be paid or accumulated at the employee’s choice at the end of the fiscal year. The employee will have the burden to prove the request was made in a timely manner and then denied.

6.7.2 New Hire Employees Holiday Schedule
A. Definition
New Employees shall be defined as those hired on or after July 1, 2015.

B. Holiday Schedule
Effective July 1, 2015 New Hire Employees shall receive the following six (6) paid holidays:

- New Years’ Day- January 1
- Memorial Day- Last Monday in May
- Independence Day- July 4
- Labor Day- 1st Monday in September
- Thanksgiving Day- 4th Thursday in November
- Christmas Day- December 25

C. Floating Holidays
New Hire Employees shall receive five (5) floating holidays annually each fiscal year.

D. Pro-Rated Allocation
Employees who are hired during the Fiscal Year (FY) shall have the number of floating holidays prorated based upon their date of hire as follows:

<table>
<thead>
<tr>
<th>Date of Hire</th>
<th>Number of Float</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 to August 30</td>
<td>5 float holidays</td>
</tr>
<tr>
<td>Sept 1 to Oct 31</td>
<td>4 float holidays</td>
</tr>
<tr>
<td>Nov 1 to Dec 31</td>
<td>3 float holidays</td>
</tr>
<tr>
<td>Jan 1 to Feb 28</td>
<td>2 float holidays</td>
</tr>
<tr>
<td>March 1 to June 30</td>
<td>1 float holiday</td>
</tr>
</tbody>
</table>

New Hire Employees may select the date upon which they shall use any floating holiday, subject to the scheduling needs of the City. If a floating holiday is not used within the fiscal year, the time shall be forfeited.

Floating holidays denied due to staffing shortages or other operational reasons will be paid or accumulated at the employee’s choice at the end of the fiscal year. The employee will have the burden to prove the request was made in a timely manner and then denied.

ARTICLE 7 WORKING CONDITIONS

7.1 Uniform Allowance
The City may provide field working uniforms and/or safety shoes for Public Works employees working out in the field.

7.2. Alternate Work Schedule
Employees may, upon approval of the appropriate Department Head and the City Manager, implement an alternative work schedule providing for 80 hours of work in two consecutive five-day Monday through Friday periods.

The schedule shall allow for adequate coverage of all activities normally and customarily covered during the Monday through Friday workweek. Approval by the appropriate Department Head and the City Manager shall not be unreasonably withheld.

7.3 Reduced Work Week- City Hall Closure Days
The City will distribute the final holiday schedule applicable to each department on or before October 1 of each year, but this date may be extended based upon operational need.

7.4 Step Advancement
Employees are eligible for a salary step increase on their anniversary or new classification date following completion of 2,080 hours of paid service, or whichever is longer. Time spent on legally protected leaves of absence such as FMLA or CFRA count towards step increase eligibility.

ARTICLE 8 CONTINUING EDUCATION
AND PROFESSIONAL DEVELOPMENT

8.1 Tuition Reimbursement
The City will outline a process and procedure for tuition reimbursement and will work with the association on finalizing the process and procedures by January 1, 2018. Tuition reimbursement will increase up to $3,000 in a fiscal year.

8.2 Professional Development Program
A lump sum payment of $500.00 shall be made by City to an employee represented by the Association who has completed a course of study and/or examination that results in attaining an acknowledged level of professional development—evidenced, for example, by degree, credential or certification—in the employee’s field of work. To qualify for this payment, the achievement must demonstrate, as determined by the City Manager, attainment of a significant achievement based on national, state, or professional department standards.

The City Manager shall determine, prior to employee’s embarking on the work and study required for the desired degree, credential or certification, whether the desired goal qualifies for the payment.

No more than three (3) such payments shall be paid to an individual during his or her tenure with the City.

ARTICLE 9 MISC

9.1 MOU Negotiations Timing
At least six (6) months prior to the MOU expiring, management will initiate MOU negotiations with GEA.

9.2 Future Negotiations
The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring December 31, 2019, provided that either party may request to meet and confer upon written notice given to the other party.

The parties therefore agree to waive any and all rights or obligations to meet and confer on any subject fully covered by this MOU until a reasonable period prior to December 31, 2019.

ARTICLE 10 SAVINGS CLAUSE

If any Article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all remaining Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of the MOU. In the event of invalidation of any Article or Section, the City and the Association agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.
This MOU constitutes a full and complete agreement between the parties on all matters within the scope of representation.

Ben Harvey, City Manager  
City of Pacific Grove

Leticia Livian, Human Resources Manager

8/23/17

Date

Donald Mothershead,  
Management Employees’ Association (MEA)

Stacey Wiens  
Management Employees Association (MEA)

8/20/2017

Date