CITY OF CAPITOLA AND MIDDLE MANAGEMENT EMPLOYEES

Side Letter Agreement

WHEREAS, the Current Memorandum of Understanding between City of Capitola and the Mid-Management Employees, is set to expire on June 30, 2023;

WHEREAS, the City and Mid-Management Employees ("Parties") have engaged in good faith negotiations regarding a successor contract

WHEREAS, the Parties remain committed to continue negotiating, in good faith, on a successor contract;

NOW THEREFORE, the Parties agree as follows:

- 1. Effective the first full pay period after ratification of this side-letter, the salary range for each classification shall be readjusted by 3.0%;
- 2. City will conduct a Total Compensation Survey during the first quarter of 2024;
- 3. Beginning at least 90 Days prior to July 1, 2024, as part of successor contract negotiations, the City will negotiate Special Wage Adjustments/Equity Adjustments for job classifications below market median based on the results of a completed Total Compensation Survey. The City agrees to conduct good faith negotiations based on overall financial needs. However, there is no commitment to implement specific Special Wage Adjustment/Equity Adjustments;
- 4. Effective the first full pay period after ratification of this side-letter, City will provide a 3% increase to each member's Health Care City Contribution
- 5. In accordance with California Fair Employment and Housing Act (FEHA) at Government Code section 12945.7, employees who have been employed by the City for at least 30 days are entitled to take up to five days of unpaid Bereavement Leave upon the death of each covered family member listed in Government Code section 12945.7. All employees are entitled to three days of paid Bereavement Leave which shall run concurrently with unpaid leave. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave.
- 6. The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$1000 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

7. The Field Supervisor shall be reclassified as an Operations Maintenance Supervisor, with the base salary schedule at Step E (not including the 3% wage adjustment outlined in Paragraph 1)

Operations Maintenance Supervisor	A	В	С	D	Е
Monthly	\$6,560.43	\$6,891.65	\$7,234.93	\$7,595.47	\$7,976.82
Hourly	\$37.85	\$39.76	\$41.7	\$43.82	\$46.02

- 8. The Maintenance Superintendent shall be stricken from the Mid-Management Salary Schedule.
- 9. All other terms and provisions of the 2021-2023 MOU not modified herein shall remain in full force and effect unless subsequently amended in writing by agreement of the Parties until June 30, 2024

CITY OF CAPITOLA	Mid-Management Employees
Jamie Goldstein City Manager	