

# **Adopted by Resolution 6989**

## **EXHIBIT C**



# **MID-MANAGEMENT AND CONFIDENTIAL Employees Association**

## **Memorandum of Understanding**

**ADOPTED: December 9, 2019**

**EXPIRES: JUNE 30, 2022**

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**Memorandum of Understanding  
BETWEEN  
THE CITY OF SEAL BEACH  
AND  
MID-MANAGEMENT AND CONFIDENTIAL Employees  
Association**

**SECTION 1: Recognition**

The City of Seal Beach (hereafter "City") has recognized the Seal Beach Mid-Management and Confidential Employees Association (hereafter "Association") as the exclusive representative of the employees in the Mid-Management and Confidential bargaining unit.

**SECTION 2: Non-Discrimination**

- A. The parties mutually recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities in accordance with the Employee Relations Ordinance and Government Code §§ 3500 and 3511 and agree to not retaliate against employees.
- B. The Association and the City agree to not discriminate against any employee or potential employee on the basis of race, sex, religion, color, national origin, ancestry, age, disability, gender, or sexual orientation.

**SECTION 3: HEALTH INSURANCE COVERAGE: LIFE & DISABILITY INSURANCE**

**A. Health Insurance Coverage**

1. The City shall provide for full-time employees and eligible retired employees a group hospital, medical and dental insurance plan.

2. The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) minimum contribution. The City shall contribute an equal amount towards the cost of medical coverage under PEMHCA for both active eligible employees and eligible retirees.

3. The City shall implement a full flex cafeteria plan for eligible employees in accordance with the criteria provided to the employees during



negotiations. For employees participating in the City's full flex cafeteria plan, each employee shall receive a monthly flex dollar allowance to be used for the purchase of benefits under the full flex cafeteria plan. Beginning January 1, 2019, the monthly flex dollar allowance shall be:

|                                       |                 |
|---------------------------------------|-----------------|
| For Single Employees                  | \$862.11 /month |
| For Employee and 1 dependent          | \$1332.24/month |
| For Employee and 2 or more dependents | \$1722.83/month |

4. A portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. Thus, for example, in calendar year 2019 a single employee's monthly flex dollar allowance is \$862.11, of that \$862.11; \$136 has been designated by the City as its required PEMHCA contribution to CalPERS. The monthly flex dollar allowance may only be used in accordance with the terms of the full flex cafeteria plan.

5. Every January 1st during the term of this agreement, the City shall increase the contribution amounts above by the average percentage of increase for basic plans published by CalPERS which sets health insurance premiums for the coverage year.

6. Employees enrolled in the plan are required to pay any premium amounts in excess of the above City contribution. Such amounts will be deducted from the affected employee's payroll check on the 1<sup>st</sup> 2 pay periods for each month.

7. Beginning January 2020 the minimum employer contribution for participating in the PEMHCA will be adjusted annually to reflect any change in the health care component of the Consumer Price Index. Effective January 1, 2019, the minimum employer contribution is \$136 per month per employee/retiree.

8. Employees meeting the waiver criteria and electing to waive enrollment in the City's full flex cafeteria plan are eligible to receive \$350 per month (upon showing proof of medical insurance coverage under an alternative plan). Election forms are available in the Human Resources.

9. Part-time, seasonal, provisional and/or hourly employees shall not be eligible for participation in this program.

10. Full-time employees by these Terms and Conditions who have completed 30 days of uninterrupted service shall be enrolled in the full flex cafeteria plan on the 1st day of the next succeeding month.

11. Employees who change classification from full-time to part-time provisional, hourly, or seasonal shall not be eligible for participation in the full flex cafeteria plan.

12. The City shall not contribute a flex dollar amount for any employee during any month the employee is on leave of absence without pay or who is absent from regular duties without authorization, for a full calendar month. City shall contribute to the cafeteria plan for eligible employees receiving temporary payments from Workers' Compensation Insurance.

**B. Life Insurance**

1. All employees incumbent in position classifications listed in Section 18 shall receive a \$50,000 term life insurance policy paid by the City.

2. Said insurance shall become effective after the employee has completed 30 days of uninterrupted service with said employee to be enrolled in the program on the 1st day of the next succeeding month.

**C. Income Continuation**

1. Employees incumbent in position classifications listed in Section 18 shall receive an income continuation policy to provide for income continuation of 66.67% of the employee's monthly salary, up to a maximum of \$5,000 per month, whichever is lesser.

2. Said insurance shall become effective after the employee has completed 30 days of uninterrupted service with said employee to be enrolled in the program on the 1st day of the next succeeding month.

3. Said income continuation shall commence on the 31st day of sickness or other bona fide absence or upon expiration of sick leave, whichever occurs later, and continuing thereafter while the employee is absent from work for a period of up to age 65.

**SECTION 4: RETIREE HEALTH INSURANCE**

A. Employees covered by these Terms and Conditions shall have the option upon retirement, to continue participation in the City's health insurance program at the employee's expense.

B. Employees in the Mid-Management and Confidential classification who were hired before January 1, 2008 by the City, and who retire after December 31, 2009, with 20 or more combined years of employment with the City shall, upon retirement, be provided with individual medical insurance coverage. If said



employee has 30 or more combined years of employment with the City upon retirement, eligible dependent medical insurance coverage shall also be provided at the rate of (a) the average of the 2 lowest costs medical care plans offered by CalPERS, or (b) the CalPERS Kaiser HMO, whichever is greater. When the retired employee becomes Medicare eligible, the City's contribution will be capped at the rate of (a) the average of the 2 lowest costs Medicare supplement plans offered by CalPERS, or (b) the CalPERS Kaiser HMO Medicare supplement plan, whichever is greater.

C. Employees who were hired on or after January 1, 2008 by the City, and who retire from the City, shall be eligible to receive a City contribution not to exceed the PEMHCA minimum employer contribution towards health coverage under CalPERS, as determined by CalPERS from time to time.

D. An employee with a service retirement and who is eligible to receive retiree medical insurance per Section 3, B & C of this exhibit, may also receive an increase to the medical insurance cap in effect at the time of his/her retirement (not to exceed \$175 per month in additional contributions), until Medicare begins at age 65 with lower supplemental insurance rates. This additional contribution to the cap will accommodate increases in medical insurance plans over the term of the employee's retirement.

E. In all cases, the City's contribution for eligible dependent coverage for retirees shall terminate with the death of the retiree.

F. In the event an eligible retired employee resides in an area where the medical plans provided by the City are not in effect, that retired employee shall be entitled to receive in cash each month an amount equal to the City flex contribution at time of retirement.

#### **SECTION 5: SICK LEAVE**

A. All full-time employees covered by these Terms and Conditions shall accrue sick leave at the rate of 1 day per month (8 hours). The maximum accrual of sick leave hours shall be 520 hours.

B. Existing sick leave balances which have remained intact and have not been converted to leave time may be utilized by the employee for sick leave purposes only.

C. Upon termination of employment with the City, all compensable leave hours will be paid to the employee at the employee's base rate of pay. Sick leave balances which have not been converted to leave time will be paid to the employee upon termination at 25% of the employee's base rate of pay.



D. Employees who are on authorized leaves of absence without pay shall not accrue sick leave hours during said leaves of absence.

## **SECTION 6: LEAVES OF ABSENCE**

### **A. Authorized Leave of Absence Without Pay**

1. Upon the Department Head's recommendation and approval of the City Manager, an employee may be granted a leave of absence without pay in cases of an emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed 180 working days.

2. Upon written request of the employee, the City Council may grant a leave of absence, with or without pay, for a period not to exceed one (1) year.

3. At the expiration of the approved leave, after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee to report promptly at such leave's expiration and receipt of notice to return to duty shall be cause for discharge.

4. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits, except an employee shall receive their monthly flex dollar allowance and the City, as specifically provided for in these Terms and Conditions, shall contribute to the employee's disability insurance plan, and life insurance plan for the first 30 days of leave of absence.

### **B. Bereavement Leave**

The City agrees to provide 40 hours bereavement leave with pay for death in the immediate family. The bereavement leave shall not be chargeable to or accumulated as sick time or leave time. "Immediate family" is defined as spouse, registered domestic partner, father, mother, son, daughter, brother, sister, grandparent, grandchild, step-mother, step-father, step-child, mother-in-law, father-in-law, domestic partner-in-law or dependent relative living with the employee.

### **C. Military Leave of Absence**

1. Military leave shall be granted in accordance with the provisions of Federal and State law. All employees entitled to military leave shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Department Head of such leave request 10 working days in advance of the beginning of the leave.

2. In addition to the provisions of State law, the City shall continue to provide eligible employees on military leave, the monthly flex dollar allowance under the cafeteria plan and disability and life insurance and retirement, (if applicable)) for the first three (3) months of military leave. During said period, the employee shall be required to pay to the City the amount that exceeds the monthly flex dollar allowance (if applicable).

3. After the first (three) 3 months of military leave, the employee may continue said benefits at their cost.

D. **Pregnancy Disability Leave of Absence**

1. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave as provided by the State of California and the Federal Family Medical Leave Act. The employee may elect to take a lesser period of leave.

2. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, leave with or without pay.

E. **Family Leave** - Upon a demonstration of need and subject to the following conditions, an employee may take leave or unpaid leave to care for his newborn infant, whether through parentage or adoption, or to care for a seriously ill or injured member of the employees "immediate family" as defined in Section 5 - B.

1. Proof of the birth or adoption of a newborn infant or the serious illness/injury of the family member must be submitted to the City.

2. Requests for family leave must be submitted in writing to the employee's supervisor at the earliest possible date proceeding the time when the leave is to begin.

3. Operational needs of the City shall be relevant in determinations regarding the granting of family leave in accordance with the provisions of State and Federal Family Leave laws.

4. In the event of an extended family leave, the employee may be required to periodically report on the status of the situation giving rise to the leave.

5. Family leave may be granted only upon the recommendation of the Department Head and approval of the City Manager consistent with the provisions of State and Federal Family Leave laws.



F. **Catastrophic Leave** - The purpose of the Catastrophic Leave Pool is to enable full time employees to receive and donate vacation, administrative leave, and Compensatory Time Off (CTO) leave credits on an hour for hour basis to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family. Sick Leave is excluded from this program. The following conditions shall apply to Catastrophic Leave:

1. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
2. The leave pool shall be administered by the Finance Department.
3. Employees must be in regular full-time appointed positions to be eligible to receive catastrophic leave.
4. Employees receiving Long-Term Disability payments are excluded from receiving catastrophic leave under this program.
5. All donations are to be confidential, between the donating employee and the Finance Department.
6. Employees donating to the pool must have 40 hours of paid leave available after making a donation.
7. Donating employees must sign an authorization, including specifying the specific employee to be the recipient of the donation.
8. Donations will be subject to applicable tax laws.
9. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
10. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidenced by a Physician's Statement that the presence of the employee is necessary.
11. Catastrophic Leave due to the illness or injury of the employee may require medical justification as evidenced by a Physician's Statement as to the employee's condition.

## **SECTION 7: VACATION**

A. All Mid-Management and Confidential employees who have passed the employee probationary period (as defined in the Personnel Rules and



Regulations, Section 6.01) shall be given a vacation of 80 hours with pay each year.

B. All Mid-management and Confidential employees, who shall have at least three (3) years of continuous service shall be entitled to eight (8) additional hours of vacation for each year of full-time continuous service in excess of three (3) years. The vacation accrual schedule for Mid-management and Confidential employees is as follows:

| Years Service | Vacation Hours Earned | Maximum Hourly Accrual Rate / Pay Period Bi-Weekly | Annual Vacation Hours | Maximum Vacation Accrual |
|---------------|-----------------------|----------------------------------------------------|-----------------------|--------------------------|
| 1             | 80                    | 3.0769                                             | 80                    | 160                      |
| 2             | 80                    | 3.0769                                             | 80                    | 160                      |
| 3             | 80                    | 3.0769                                             | 80                    | 160                      |
| 4             | 88                    | 3.3846                                             | 88                    | 200                      |
| 5             | 96                    | 3.6923                                             | 96                    | 200                      |
| 6             | 104                   | 4.0000                                             | 104                   | 200                      |
| 7             | 112                   | 4.3044                                             | 112                   | 200                      |
| 8             | 120                   | 4.6154                                             | 120                   | 200                      |
| 9             | 128                   | 4.9231                                             | 128                   | 240                      |
| 10            | 136                   | 5.2308                                             | 136                   | 240                      |
| 11            | 144                   | 5.5385                                             | 144                   | 240                      |
| 12            | 152                   | 5.8462                                             | 152                   | 240                      |
| 13            | 160                   | 6.1538                                             | 160                   | 240                      |

D. Employees who have authorized leaves of absence without pay shall not accumulate vacation credits or pay during said leave of absence.

E. Employees are encouraged to use their vacation time and the City will make reasonable efforts to allow employees to do so. Those employees who have been credited in excess of the maximum vacation accrual allowed are expected to use a portion of the excess as leave time, in addition to other vacation time, each year until the bank is drawn down to the maximum accrual amount. The City recognizes that a number of long-term employees have accrued substantially more leave time than shorter-term employees, and that it will likely take them significantly longer to achieve the maximum accrual level. It is the intent of this section to balance the personal interests of the employee with the financial concerns of the City; as such, making progress toward reaching the maximum accrual amounts may be deemed a success.

F. Vacation leave time shall not be approved until such time as it has been earned, unless prior, special arrangements have been made with the City

Manager. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Department Head, or designee, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies.

G. Not more than once in each fiscal year, an employee may, upon timely written request, receive cash compensation for up to 120 hours of accrued and unused vacation time, subject to the City's normal accrual and "cash out" policies and procedures.

### **SECTION 8: HOLIDAYS**

A. All employees incumbent in position classifications listed in Section 18 shall be granted the following holidays with pay:

| Holiday                | Date                                    |
|------------------------|-----------------------------------------|
| New Year's Day         | January 1 <sup>st</sup>                 |
| Martin Luther King Day | 3rd Monday in January                   |
| Presidents' Day        | 3rd Monday in February                  |
| Memorial Day           | Last Monday in May                      |
| Independence Day       | July 4 <sup>th</sup>                    |
| Labor Day              | First Monday in September               |
| Veteran's Day          | November 11 <sup>th</sup>               |
| Thanksgiving Day       | Fourth Thursday in November             |
|                        | Calendar day following Thanksgiving Day |
| Christmas Eve          | December 24 <sup>th</sup>               |
| Christmas Day          | December 25 <sup>th</sup>               |
| *Floating Holiday      | (discretion of employee)                |

Total of 12 holidays annually

*\*Floating Holiday must be taken during each fiscal year (July 1st through June 30th).*

B. **Holiday Closures** – The City Manager may designate up to five (5) specific work days in each calendar year between Christmas Day and New Year's Day during which employees may be required to take time off, charged to leave without pay, the employee's accumulated compensatory time, vacation, floating holidays, or a combination thereof, as determined by the affected employee. The days must be consecutive for the employee, but may differ between employees. Employees who



do not have sufficient accumulated time off in their account to cover the required time off may request, and will be granted, sufficient advance on their vacation accrual to cover the uncovered balance. This advance will be recovered with the next vacation accruals earned by the employee. Time off of work under this provision shall not be deemed a layoff.

- C. **Vacation Election** - When a City paid holiday falls on a full-time employee's regularly scheduled day off, the employee may elect in writing to accrue vacation time in the amount of a full regular shift, or to receive an equivalent amount as holiday pay.

## **SECTION 9: RETIREMENT SYSTEM**

- A. The retirement program provided by the City shall consist of a pooled Public Employee's Retirement System (PERS) plan which includes the following provisions:

Section 20042 - One Year Final Compensation  
Section 20965 - Credit of Unused Sick Leave  
Section 21024 - Military Service Credit

### **B. Mid-Management and Confidential Employees**

1. The Mid-Management and Confidential employees shall pay the full 7% of their CalPERS required contribution of their compensation earnable.

- C. Effective November 1, 1995, the City shall include PERS Section 21354 - 2% @ 55 for miscellaneous members, except for those new employees/members hired on or after January 1, 2013, who are subject to Section 9 E, below.

- D. New employees/members hired on or after January 1, 2013 as defined by The Public Employees' Pension Reform Act (PEPRA) will be hired at the retirement formula in accordance with the PEPRA and other legislation.

## **SECTION 10: PROVISIONAL APPOINTMENTS**

- A. An employee, when authorized by the City Manager, may receive a provisional appointment to a higher classification to fill a temporary vacancy. The employee, when so appointed, must perform the duties and assume the responsibilities of the higher classification for 80 consecutive working hours thereafter the employee shall be paid according to the step in the assigned salary range of the new position which is next higher than the salary received before the provisional appointment. The additional pay will be retroactive to the start date of the higher-classification assignment.



B. When necessary and in the best interest of the City, the City Manager may provisionally assign an employee to a higher level of duty and responsibility than provided for in the employee's assigned classification which is not otherwise a part of an adopted classification. In the case of such an assignment, the employee must perform the higher level of duties for 80 consecutive working hours thereafter the employee shall receive additional compensation of 5%, dating back to the first day s/he began to perform the assignment. so long as the assignment is authorized by the City Manager.

#### **SECTION 11: SENIORITY BONUS**

Employees who have achieved ten (10) years of uninterrupted employment with the City shall receive a 5% increase in base salary effective on the 10th anniversary of their employment. Sworn police personnel are exempt from this section.

Twenty (20) Years of Service – Employees who have achieved twenty (20) years of uninterrupted employment with the City shall receive a 2.5% increase in base salary (above the previously-described 5% increase at 10 years) effective on the 20<sup>th</sup> anniversary of their employment.

#### **SECTION 12: AUTOMOBILES AND MILEAGE**

A. Employees covered by these Terms and Conditions, utilizing their privately-owned automobiles for City business on a non-regular basis, shall be entitled to reimbursement for costs incurred at the mileage rate established by Internal Revenue Service (IRS).

B. The Deputy Director of Public Works/Maintenance and Utilities will have use of a City vehicle.

#### **SECTION 13: JURY DUTY**

See Personnel Rules and Regulations (Resolution 5446) Section 10.06 (C) for rules on jury duty.

#### **SECTION 14: ADMINISTRATIVE LEAVE**

Effective the 1st payroll period in July 2019, and every July 1st thereafter:

A. Mid-Management and Confidential position classifications, unless otherwise specified, shall be entitled to 40 hours of administrative leave each fiscal year.

B. Administrative leave days may not be carried forward to succeeding years nor may they be turned in for cash value.

#### **SECTION 15: LIMITATIONS**

A. No employee who is eligible to receive Workers' Compensation is eligible to receive overlapping benefits (except life insurance) stated in this MOU.

B. City shall not be required to make any monthly payments for premiums for any insurance benefit listed in this MOU, or uniform allowance, supplemental pay of any type and/or type of bonus on behalf of, or to, any employee who has been absent without authorization during an entire calendar month or for any employee who is on leave of absence without pay.

#### **SECTION 16: DEFERRED COMPENSATION**

The City shall contribute the equivalent to 3.5% of base salary per payroll period into a deferred compensation program for each employee in the Mid-Management and Confidential position classifications.

#### **SECTION 17: BILINGUAL COMPENSATION**

A. Upon the recommendation of a department director, the City Manager may award a bilingual compensation bonus of \$52.50 per payroll period to those employees in positions determined to require bilingual skills.

B. The City Manager shall require the taking of competency tests to certify the employee as eligible for bilingual compensation based on the employee's proficiency in speaking the language determined to be required. Such certification shall be a condition precedent to qualifying for bilingual pay.

#### **SECTION 18: Health Wellness Program** Medical Maintenance Examination & Wellness Program.

The City shall reimburse Employee, as a medical benefit, for Employee's actual documented expenses for medical maintenance exams or the cost of participation in wellness programs, in an amount not to exceed \$500 per fiscal year, subject to the City's normal reimbursement processes and requirements such expenses. Reimbursable expenses shall include, but not be limited to, actual out of pocket expenses for annual physical examinations or other medical tests or examinations, participation in weight loss, stop smoking, fitness or other similar programs, or membership in a health or fitness club. All reimbursements

shall be subject to the review and approval of the City Manager or his/her designee.

### **SECTION 19: WORK SCHEDULE**

At the discretion of the City Manager, work schedules may be altered as needed to meet the service demand levels of the residents of the City of Seal Beach.

### **SECTION 20: SALARIES**

A. Effective the first payroll period following July 1, 2019:

#### **Mid-Management**

| Grade | Job Classifications                                       |
|-------|-----------------------------------------------------------|
| 47    | Deputy Director of Public Works/City Engineer             |
| 39    | Deputy Director of Public Works/Maintenance and Utilities |
| 38    | Building Official                                         |
| 36    | Finance Manager                                           |
| 36    | Senior Planner                                            |
| 36    | Recreation Manager                                        |
| 36    | Associate Engineer                                        |
|       |                                                           |
| 26    | Management Analyst                                        |
| 25    | Accountant                                                |

#### **Confidential**

| Grade | Job Classifications                |
|-------|------------------------------------|
| 13    | Executive Assistant (Confidential) |

B. The salary schedule for each position classification affected is hereby determined and established upon adoption by City Council. Salary increases are as follows:

First pay period on or following July 1, 2019: Employees shall receive 3% cost of living adjustment.



First pay period on or following July 1, 2020 – CPI adjustment, minimum 2% up to 4% maximum, as measured utilizing the change in the Los Angeles – Long Beach - Anaheim All Urban Consumers Index for the 12 months from April 2019 to April 2020.

First pay period on or following July 1, 2021 - CPI adjustment, minimum 2% up to 4% maximum, as measured utilizing the change in the Los Angeles – Long Beach - Anaheim All Urban Consumers Index for the 12 months from April 2020 to April 2021.

## **SECTION 21: TUITION REIMBURSEMENT**

A. Higher Education Degree Programs –Mid-Managers and Confidential employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree may apply for reimbursement of tuition, books, student fees and parking. Reimbursement is capped each calendar year at the tuition rate of the Cal State University system for up to two (2) semesters of full-time, undergraduate enrollment.

B. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of “C” or better for undergraduate courses and a grade of “B” or better for graduate courses. All claims for tuition reimbursement require prior approval and are subject to verification and approval by the City Manager.

Example: Employee A attends California State University, Long Beach, for the Spring 2020 semester and completes 2 (3-unit) undergraduate courses with a grade of “C” or better. The tuition reimbursement would be calculated as follows:

|                                    |                        |
|------------------------------------|------------------------|
| 2019/2020 State University Tuition | \$1,665.00 (0-6 units) |
| Required University Fees           | \$ 546.00 (approx.)    |
| Parking                            | \$ 155.00              |
| Books                              | \$ 300.00 (approx.)    |
| <b>TOTAL</b>                       | <b>\$2,666.00</b>      |

## **SECTION 22: Other Applicable Rules**

The City agrees to abide by all otherwise applicable state and federal laws such as, but not limited to, the Family Medical Leave Act, the Americans with

Disabilities Act, the California Family Rights Act, the Fair Labor Standards Act, and the Meet and Confer obligations of the Meyers-Milias-Brown Act as well as its Personnel Rules. Such rules and laws are specifically incorporated herein.

### **SECTION 23: LAYOFFS**

Layoff: The City is to give Association 45 days prior notice before the effective date of any layoffs.

### **SECTION 24: EXISTING CONDITIONS OF EMPLOYMENT**

It is agreed and understood by the parties that all existing benefits and terms and conditions of employment that are within the lawful scope of the meet and confer process will not be reduced and shall remain in full force and effect during the entire term of this MOU.

### **SECTION 25: "Me-Too" Clause**

If, during the term of this agreement, any represented bargaining unit receives an annual across-the-board wage increase (as a percentage of pay) which is greater than that received by the Association, that greater increase shall immediately be extended to Association members.

### **Section 26: WORKING GROUP**

The parties agree to form a working group to discuss the drafting of new grievance procedures that, if adopted by the City Council, will amend the City's current Personnel Rules.

### **SECTION 27: TERM**

The Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through June 30, 2022.

### **SECTION 28: RATIFICATION**

This MOU is subject to approval and adoption by the City Council and ratification by the required number of duly authorized representatives of the Association. Following such approval and adoption, the MOU shall be implemented by the appropriate resolution(s), ordinance(s), or other written action of the City Council.

IN WITNESS THEREOF, the parties have hereto caused this Memorandum of Understanding to be executed this 9th day of December 2019.

**CITY OF SEAL BEACH MANAGEMENT REPRESENTATIVES:**

  
\_\_\_\_\_  
Patrick Gallegos, Assistant City Manager

Date: 6/21/21

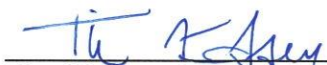
\_\_\_\_\_  
Victoria L. Beatley, Director of Finance

Date: \_\_\_\_\_

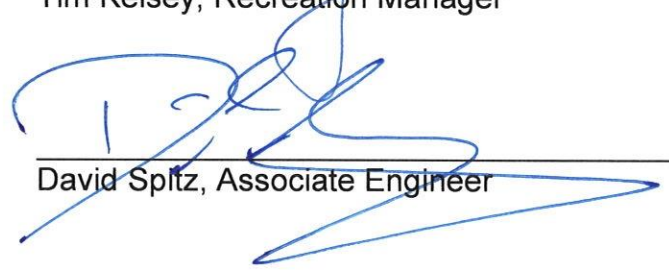
**MID-MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION:**

\_\_\_\_\_  
Nik Soukonnikov, Labor Representative

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Tim Kelsey, Recreation Manager

Date: 6/18/21

  
\_\_\_\_\_  
David Spitz, Associate Engineer

Date: 6/18/21