

RESOLUTION NO. 2023-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE ADOPTING A MEMORANDUM OF UNDERSTANDING WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 620

WHEREAS, Service Employees International Union Local 620 (“SEIU”) is the recognized employee representative for employees in the general employees representation unit; and

WHEREAS, the City of Guadalupe and SEIU were signatories to a Memorandum of Understanding (MOU) which expired on June 30, 2023; and

WHEREAS, the City and SEIU have met and conferred in an attempt to reach agreement on a memorandum of understanding for the time period July 1, 2023 through June 30, 2025; and

WHEREAS, the City and SEIU have reached tentative agreement on all issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe as follows:

SECTION 1. The City Council hereby approves the Memorandum of Understanding for the time period July 1, 2023 through June 30, 2025, attached hereto as Exhibit “A” and incorporated herein by reference, and the Mayor is hereby authorized to execute the Memorandum of Understanding on behalf of the City.

SECTION 2. If any provision or any part of a provision of this resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

SECTION 4. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting on the 12th day of December 2023 by the following vote:

MOTION: **CHRISTINA HERNANDEZ / GILBERT ROBLES**

AYES: 4 **Councilmembers:** **Hernandez, Julian, Lizalde, Robles**


NOES: 0

ABSENT: 1 **Councilmember:** **Costa Jr.**

ABSTAINED: 0

I, Amelia M. Villegas, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2023-96**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held December 12, 2023, and that same was approved and adopted.

ATTEST:

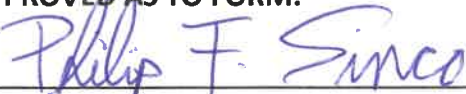


Amelia M. Villegas, City Clerk



Ariston Julian, Mayor

APPROVED AS TO FORM:



Philip F. Sinco, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 620
Guadalupe Chapter**

AND

THE CITY OF GUADALUPE

July 1, 2023 through June 30, 2025

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The Parties have met and conferred in good faith regarding employment terms and conditions for the employees comprising the General Employees and Confidential and Supervisors Units, and, having reached agreement, as herein set forth, submit this memorandum of understanding to the City Council, with joint recommendation that the Council adopt the terms and conditions and take such other additional action as may be necessary to implement its provisions.

ARTICLE 1. TERM OF MEMORANDUM

The term of this Memorandum of Understanding ("MOU") shall be from July 1, 2023, until June 30, 2025.

ARTICLE 2. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent classifications in the General Employees representation unit. This recognition is exclusive of management, supervisor, confidential, and temporary employees.

Additionally, the City recognizes the Union as the sole and exclusive representative for all permanent classifications in the Confidential and Supervisors Unit. Although in a separate unit from the General Unit, the Confidential and Supervisors Unit shall be governed by the same Memorandum of Understanding.

ARTICLE 3. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religion, Union membership, or lack of Union membership, or any other basis protected under federal, state, or local law.

Employees may elect to exercise their right to join and participate in the activities of the Union for purposes of representation in all matter of their working conditions and employee-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in the Union. The City and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

The Union and the City agree that there shall be no discrimination within their respective organizations because of race, creed, gender, sexual orientation, color, national origin, age, disability, religious affiliation, political belief, Union membership, lack of Union membership, or any other basis protected under federal, state, or local law.

Discrimination complaints based on Union membership and/or activity shall be subject to the grievance procedure and arbitration.

ARTICLE 4. MANAGEMENT RIGHTS

The City expressly retains its authority under federal, state, and municipal law and exclusively retains its management rights, which include, but are not necessarily limited to, the right to:

- determine the mission of its constituent departments, commissions, boards; set standards of service to the public;
- establish the standards of selection for employment and promotions;
- direct its employees and establish work assignments and schedules;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations and determine the methods, means and personnel by which government operations are to be conducted;
- determine methods of financing;
- determine types of City-issued equipment to be used and exercise discretion over its facilities, technology, and organizational structure; and
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions.
- In the event combined City Revenues are projected to decrease by 10% or more in any year of the contract the City has the right to initiate meet and confer regarding discussion of economic items.

The City agrees to communicate with the Union before implementing any decisions to contract out or transfer work out of the bargaining unit, which result in layoff, reduction in hours, or other direct impacts on wages, hours or terms and conditions of employment to the extent such terms and conditions are within the scope of representation. Upon request, the City shall negotiate the decision and the impact of such decision on employee's terms and conditions of employment; the subject of such bargaining shall include the reasons, the expected financial impact and the anticipated impact on the quality of services provided.

ARTICLE 5. UNION RIGHTS

5.1 Representation; Stewards

A. With respect to the meet-and-confer process, up to three (3) employees may serve as Union representatives and shall be allowed to meet with City representatives on City time during their normal working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

B. The City shall provide, at no cost to the Union, a copy of each City Council agenda. By being provided the agenda, the Union acknowledges the City has met its obligation of notification of matters or issues within the scope of representation on the Council Agenda.

C. The City authorizes the Guadalupe Chapter of the Service Employees International Union to appoint up to three (3) "Union Stewards" and one (1) alternate, any of whom may represent an employee subject to the grievance procedure of this MOU as provided in Article 7.

The Union shall provide the City Administrator with a list of all authorized Union stewards, and the list shall be kept current.

An employee who files a grievance and/or his/her Union Steward representative may, when and to the extent necessary, participate on City time, without loss of compensation, in the investigation and processing of a grievance as provided for in Article 7, upon notification and approval of the immediate supervisor or his/her designee. The City Administrator shall approve employee and/or Union Steward in investigating and processing a grievance on City time, when and to the extent necessary, and not unreasonably withhold approval if such steward duties will in no event adversely affect the operational, security, or safety requirements of the City.

5.2 Use of City Facilities; Bulletin Boards

A. The Union may, with prior approval of the City Administrator, be granted the use of City facilities for Union business meetings of City employees, provided space is available. No use fee will be charged.

B. The City will furnish, for the use of the Union, reasonable bulletin board space at reasonable locations. Such bulletin board space shall be used for:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of the Union, including reports of committees or the Board of Directors.

Material shall clearly state that it is prepared and authorized by the Union.

Union agrees that notices posted on City bulletin boards shall not contain anything that may reasonably be construed as maligning the City or its representatives.

C. A duly authorized representative of the Union shall be permitted to enter the City's work locations for the purpose of conducting business within the scope of representation. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from his/her work. The Union representative may have access to City work locations provided that the Union representative advises the Department Manager or designee immediately upon entering or accessing the City work location.

5.3 Dues Deduction

A. The City agrees to deduct dues bi-weekly and remit them to the Union, as approved by the Union Board of Directors and authorized in writing by the individual employees concerned, on forms currently accepted by the City and the Union for such deductions.

B. The City agrees to provide the Union with the name and deduction status of all unit employees each pay period for which deductions are made. The report shall include employees hired/transferred into or out of the unit, as well as those on leaves of absence.

C. Members of the Union may cancel membership and dues only during the last pay period in the month of June. Cancellation must be requested in writing two weeks prior to the last pay period in June. Such cancellation is to be submitted to the Union and to the City during this specified period.

D. Hold Harmless. The Union agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents against all claims, proceedings, and liabilities arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Article.

ARTICLE 6. DISCIPLINARY ACTIONS, NOTICE, AND APPEALS

A. Actions. Disciplinary actions may range from informal conversations to formal discharge, with the objective of reinforcing or shaping employee behavior in a direction that is reasonable and necessary for actualizing agency goals. Such actions are therefore corrective rather than punitive, progressively more severe if necessary to further reinforce the objective and fit the nature of the problem.

1. Counseling

If an employee's performance or conduct is unsatisfactory or needs improvement, the employee's lead or immediate supervisor ordinarily shall provide informal oral or written counseling. Counseling will be conducted in private, and should address performance or conduct which, if not modified, may result in further disciplinary action. When appropriate, an employee should be verbally counseled about her/his performance or conduct prior to receiving a written counseling memo or reprimand or other disciplinary action.

2. Letter of Concern or Written Reprimand

If an employee's performance or conduct fails to improve after counseling by the employee's supervisor, the supervisor ordinarily will prepare a report of the unfavorable performance or conduct, including specific suggestions for corrective action as appropriate. The report shall be placed in an employee's personnel file. Nothing in this section shall impair the right of the City to impose more severe discipline without a report of unfavorable performance or conduct when extraordinary circumstances warrant such action. The Union may request, and/or the City may elect to remove such written disciplinary action from the employee's file after an appropriate length of time. No such

report shall be issued unless made and presented within fifteen working days of management's knowledge of the incident or occurrence.

3. Suspension

When circumstances warrant, an employee may be placed on administrative leave with pay by the City with or, when appropriate, without prior counseling or an unfavorable performance or conduct report and without a prior hearing. In such event the City shall thereafter issue a Notice of Disciplinary Action as set forth below, and the employee shall be entitled to challenge that action as provided for in this MOU.

B. Notice of Disciplinary Action. Notice of a proposed or recommended disciplinary action for all disciplinary actions, except counseling and reprimand, shall be served on the employee in person or by certified mail. The notice shall include:

1. A statement of the nature of the disciplinary action;
2. The proposed effective date of the action, and a date by which the employee must schedule an informal (Skelly) hearing with the appointing authority;
3. A statement of the reasons for the proposed disciplinary action;
4. A statement of alleged facts in ordinary and concise language of the acts or omissions upon which the charges are based; and
5. A statement advising the employee of their right to appeal and the right to Union representation during such appeal.

Employees represented by Local 620 receiving a "Notice of Proposed or Recommended Disciplinary Action" under this MOU or the City of Guadalupe Personnel Manual shall have the right to Union representation if he/she so chooses. The City agrees to send copies of all disciplinary notices for represented employees to the Union by Facsimile (FAX) and U.S. Mail at:

(805) 963-8341 (FAX)
Local 620, Service Employees' International Union
350 S. Hope Ave, Ste. A-103 Santa Barbara, CA 93105

In cases involving suspension, demotion, or discharge, the City Administrator shall appoint a hearing officer to conduct an administrative review hearing regarding the merits of the proposed discipline. The City Administrator may assign her/himself, a disinterested manager, or other person as hearing officer. Probationary new hires shall not be entitled to a hearing regarding the imposition of discipline. After the hearing, the Hearing Officer may either affirm or modify the proposed disciplinary action. Notice of the determination of the Hearing Officer review shall be delivered to the employee and the Union in person or via certified U.S. mail.

Nothing in this Article shall preclude an employee and the City Administrator from informal discussions and/or settlements prior to the date of the hearing.

C. Appeals. Appeals from discipline and discharge of unit employees represented by S.E.I.U. Local 620 only, shall be processed exclusively in accordance with this modified appeal procedure. The provisions of this Article apply only to employees represented by S.E.I.U. Local 620 and supersede any conflicting practices or provisions contained in the Personnel Policy Manual of the City of Guadalupe.

For the purpose of this MOU and as applied to S.E.I.U. represented employees only, if the employee is not satisfied with the written decision of the City Administrator in a disciplinary action, the employee or the Union may file an appeal pursuant to Article 7, Grievance, of this Memorandum of Understanding beginning at Step 4 of that Article.

ARTICLE 7. GRIEVANCES/DISPUTES

A. Defined. Grievances shall be defined as an alleged violation of this MOU or dispute regarding interpretations, application, or enforcement of this MOU, City ordinances, rules, regulations, resolutions, and written policies related to personnel policies and working conditions, directions of supervisors and disciplinary actions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion or probationary terminations.

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within thirty (30) working days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties.

B. Representation. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counselor or other person at any stage in the grievance process.

C. Steps. The parties agree that all grievances will be processed in accordance with the following procedure.

1. Step One -Informal

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. After due deliberation, the immediate supervisor shall deliver their response promptly.

2. Step Two -Formal

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to his/her Department Head within ten (10) working days after receiving the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten (10) working days after receiving the appeal.

3. Step Three

If, within ten (10) working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he or she may appeal directly to the City Administrator. The City Administrator shall review information provided by the employee and the decision of the Department Head. The City Administrator shall render his/her decision within ten (10) working days after the appeal is filed. Except as provided under Step Four, below, the City Administrator's decision shall be considered final.

4. Step Four

a. Request for Review By Personnel Commission

If the grievant is not satisfied with the decision at Step Three, he/she may, within ten (10) working days after the decision of the City Administrator is received, and with the concurrence of the Union, submit a request in writing to the City to proceed to Review by the Personnel Commission. The Union shall have the right to invoke this procedure on behalf of a class of employees. In the event the Union determines there is no violation or the proposed settlement is just, the Union is under no obligation to represent a grievant beyond Step Three of this procedure. Review by the Personnel Commission shall be conducted in accordance with the rules and procedures delineated in this Article.

b. Selection of Personnel Commission

The Personnel Commission shall be appointed for each grievance and shall consist of a member appointed by the City Administrator, a member appointed by the Union and a member mutually agreed upon by the City and the Union.

Unless the parties agree otherwise, a hearing shall be commenced no later than twenty eight (28) days from selection of the Personnel Commission. An independent Hearing Officer selected by mutual consent of the City and the Union shall preside over the hearing. However, the Hearing Officer shall not participate in the final determination or deliberations of the Personnel Commission.

c. Personnel Commission's Authority

Those issues which directly relate to alleged violations of this Memorandum of Understanding or City ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to review by the Personnel Commission. In addition, matters for which a separate and comprehensive administrative process is available that provides a remedy no less complete than that provided in a review by the Personnel Commission are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by EEOC or DFEH, safety complaints under Cal OSHA and OSHA, and workers' compensation matters. Neither the Personnel Commission nor the Hearing Officer will have any power to add to, subtract from, or modify the terms of this Memorandum of Understanding, City Ordinances, or the written policies, rules, regulations or procedures of the City. The Hearing Officer, however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

d. Submission Agreement/Questions Regarding Review by the Personnel Commission

If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers at each step. If any question arises as to the reviewability of the grievance, such question shall be ruled upon by the Hearing Officer prior to hearing the merits of the grievance.

e. Hearing Procedure

Except as indicated in this Article, the hearing shall be conducted in accordance with the California Code of Civil Procedure and the California Evidence Code. In addition, the Hearing Officer may allow the admission of hearsay evidence in the interest of justice. The hearing shall be conducted in private unless a public hearing is requested by the employee or the City.

f. Decision

After a hearing and an opportunity to present such closing arguments as may be appropriate, the matter shall be submitted to the Personnel Commission for deliberation.

The Personnel Commission will make a reasonable effort to issue its decision within fourteen (14) days after the conclusion of the hearing. The decision shall be in writing and set forth the Personnel Commission's findings of fact, reasoning and conclusions on the issues submitted. The decision shall be final and binding on the parties.

g. Costs

All costs for the services of the Hearing Officer, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the parties. Any cost incurred to obtain the use of a hearing room shall be borne by the City. All other costs shall be borne by the party incurring them.

D. General Grievances. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the City Administrator who shall provide a written response within ten (10) working days.

An employee may appeal the response of the City Administrator. The employee's appeal shall be handled in accordance with the procedures beginning in step three above.

E. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

F. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

ARTICLE 8. WAGES

8.1 Salaries/Wages

A. Effective retroactively to July 1, 2023, salaries/wages for SEIU positions shall be increased by 5% over the pay ranges in effect on June 30, 2023. Effective July 1, 2024, salaries/wages for SEIU positions shall be increased by 5% over the pay ranges in effect on June 30, 2023. (See Exhibits)

B. Ranges established for this unit are maintained in Human Resources.

C. The City and SEIU will review job classification salaries to those of comparable agencies and enter into meet and confer regarding possible equity adjustments. Wage changes by mutual agreement only.

D. In March of each year of the agreement the City and SEIU will review unit job classification salaries to those of comparable agencies and enter into meet and confer regarding possible equity adjustments. Wage changes by mutual agreement only.

E. Hazard Pay. Employees represented by SEIU Local 620 who work in recognized safety-related departments shall receive a 2.5% hazard pay allowance. This allowance applies to the following classifications: Community Services Technician (a.k.a. Community Services Officer) and Firefighter Driver/Operator.

8.2 Advancement in Salary (Step increases)

The salary range as set forth for each classification is divided into steps that shall be interpreted and applied as outlined in this Article. Salary Step increases as provided herein are not automatic but based on performance and merit. Employees shall be placed on the step and qualify for increase in compensation for advancement to the next higher step of the pay ranges in the manner following:

A. The first step, Step A, is the minimum rate and typifies the hiring rate.

B. The second step, Step B, is granted to employees after completion of the probationary period. The adjustment shall be recommended by an employee's supervisor and subject to the approval of the City Administrator or his/her designee.

C. The third step, Step C, shall be granted to an employee who has proven qualified in a given classification for one (1) full additional year from granting of the previous Step increase if and when recommended by an employee's supervisor and subject to the approval of the City Administrator or his/her designee.

D. The fourth step, Step D, shall be granted to an employee who has proven satisfactory performance in a given classification for one (1) full additional year by an employee's supervisor and with the approval of the City Administrator or his/her designee.

E. The fifth step, Step E, shall be granted to an employee who demonstrates satisfactory performance and continued growth in a given classification for one (1) full additional year by an employee's supervisor and with the approval of the City Administrator or his/her designee.

F. The first longevity step, Step L1, shall be granted to an employee who demonstrates satisfactory performance after three (3) full additional years beyond Step E, by an employee's supervisor and with the approval of the City Administrator or his/her designee.

G. The second longevity step, Step L2, shall be granted to an employee who demonstrates satisfactory performance after two (2) full additional years beyond Step L1, by an employee's supervisor and with the approval of the City Administrator or his/her designee.

H. A performance report on each employee recommended for salary advancement shall be prepared and submitted by an employee's supervisor to the City Administrator prior to final action on such recommendation at each Step.

I. An employee shall be evaluated annually by his/her employee's supervisor and Department Director, if any.

J. Once an employee reaches a 20-year anniversary of continuous service, the employee is eligible for a one-time Longevity Bonus for \$2,000.

K. Once an employee reaches a 30-year anniversary of continuous service, the employee is eligible for a one-time Longevity Bonus for \$5,000.

L. Upon ratification, those employees who have already reached their 20 or 30-year anniversary of continuous service, shall be entitled to the larger of the applicable one-time Longevity Bonus.

8.3 Reimbursements

All unit employees shall be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

- Licenses and certificates must be required by federal, state or city personnel policies or by class specifications, or other required renewal or testing. Fees for California drivers' licenses shall not be reimbursed under this provision.
- Reimbursement shall only apply to fees paid by the employee during the calendar year in which it is sought.

8.4 Shift Differential

A. Weekday differential. The City shall pay \$1.30 per hour additional wages for each hour worked when a majority of the hours worked on a shift are worked between 6:00 p.m. and 8:00 a.m., providing such working assignment has been assigned/approved by the Department Director and/or City Administrator.

B. Weekend differential. The City shall pay \$1.50 per hour additional wages for each hour worked when a majority of the hours worked on a shift are worked between 6:00 p.m. and 8:00 a.m., providing such working assignment has been assigned/approved by the Department Director and/or City Administrator.

ARTICLE 9. NO STRIKE/NO LOCKOUT

The Union agrees that during the term of this Memorandum of Understanding, neither the Union nor the employees it represents will engage in, encourage, sanction, support, or suggest strikes.

This does not mean general employees are waiving any rights as to the protection of personal safety as they may pertain to the refusal to cross picket line of another public

employee organization on strike, or to the informational picketing by employees on their own time. The employer agrees that it will not lock out any of its employees during the term of this Memorandum of Understanding.

ARTICLE 10. SPECIAL PAY PRACTICES

10.1 Flex-Time Schedules

Hours may be altered to permit flex-time if reasonably practicable at Department Head discretion. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective supervisor and approved by the City Administrator. The City shall specify in writing all changes in work place and hours and provide the affected employees with reasonable notice of these changes.

10.2 Use of Private Vehicle/Mileage Rate

An employee who is required to operate his or her own privately-owned automobile for the performance of official duties shall be reimbursed at the IRS rate for each mile necessarily traveled. Such reimbursement shall be paid monthly.

10.3 Callback Pay

Callback is defined as that circumstance requiring an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week, or, an employee called in early to start his/her shift, without prior reasonable notice. Pay for these circumstances shall be compensated at time and one half (1 1/2) overtime pay for a minimum of two (2) hours, or if the callback occurs between the hours of 11:00 p.m. and 4:00 a.m. for a minimum of three (3) hours at time and one-half overtime pay, and in all cases at time and one half for all hours worked beyond the regular work day.

10.4 Hours of Work and Overtime

The normal working schedule of full-time employees shall be eight (8) hours or forty (40) hours per week. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular base hourly rate of pay, except that work performed on callbacks from Standby status shall be compensated at two times the employee's regular rate of pay, consistent with section 10.5 of this Article. Time worked for computation of overtime shall be calculated at a maximum of eight (8) hours per day and may include up to eight hours of paid status on holidays, jury duty, "sick leave", bereavement leave, and/or previously scheduled vacation, for purposes of this paragraph.

Overtime shall be computed at the nearest quarter (1/4) hour. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay ("comp" or compensatory time") at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time off shall be taken at the option of the employee, with the consent of the supervisor. The limit for accrued compensatory time off is 240

hours per employee. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

10.5 Standby Pay

Standby duty is defined as circumstances which require an employee so assigned to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, and, if provided with a pager by the City, then by pager; and
3. Refrain from activities which might impair the employee's ability to perform assigned duties.

Compensation shall be at the rate of \$3.00 per hour for each hour on standby. Standby status begins at the end of the regularly scheduled work day or work week, or other employee's standby time, and ends at the start of the next regularly scheduled work day, or the beginning of another employee's standby time. Except, however, that an employee shall not be entitled to standby pay if the employee fails to respond when called in or reports unable to perform the assigned duties.

When an employee is called in, compensation shall be paid at his/her normal rate of pay (including overtime as authorized in Article 10.4 of this Article), and standby pay will not apply. However, for call backs on holidays from standby status, compensation shall be paid at two times the usual rate of pay.

10.6 Rest Periods and Breaks

Employees in all bargaining unit classes are entitled to a fifteen (15) minute paid duty-free rest period during each four (4) hours of continuous work.

A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

10.7 Alternate Work Schedules

The City and the Union agree that under some circumstances alternate work schedules may be beneficial to both employees and the City. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by the employee's supervisor and/or Department Director and the City Administrator. City management reserves the right to remove employees from alternative work schedules with reasonable notice, but in no case shall alternative work schedules be eliminated arbitrarily or capriciously.

A. The City may revise or revoke the 9/80 workweek schedule for all SEIU employees. The establishment of this program beyond the Pilot Program does not grant any right to SEIU or any

employee to continue or commence a 9/80 schedule. SEIU recognizes that establishment of a 9/80 schedule is a management right as provided in Article 4 of this MOU which includes the right of management to "direct its employees and establish work assignments and schedules." Should the City revise or revoke the 9/80 workweek schedule for all SEIU employees, a sixty (60) day notice shall be given to SEIU and all SEIU employees and be subject to participate in a Meet and Confer process.

10.8 Bilingual Allowance

An employee whose assignments and duties require the frequent and regular use of bilingual skills in English and Spanish or other language determined by the City Administrator to be of benefit to the City, shall be designated by the City Administrator to receive a bilingual allowance. "Frequent and regular" means at least once each work day or five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. Positions requiring and/or benefiting from the bilingual language skill include, but are not limited to: Community Services Technician Officer, Account Clerk, Public Works Director, Records Management Officer, Maintenance Worker/Water I, Office Assistant, and Firefighter/Driver Operator. The City will update the above listed Job Classifications for applicability.

A full-time employee with a bilingual designation shall receive compensation of \$60 per pay period after demonstrating basic verbal bilingual skills to their immediate supervisor. An employee who demonstrates bilingual proficiency by passing a written and verbal examination shall receive compensation of \$125 per pay period. The form of the examination shall be agreed upon by the City and the union and shall be given a minimum of two times per year.

10.9 Certificate Allowance – Notary Public

An employee whose assignments and duties require the frequent and regular use of Notary Public services may obtain certification to become a Notary Public.

If the City pays the fees and costs for the employee to obtain certification as a Notary Public, the employee agrees to only provide Notary services in connection with the processing of City business and waives the option to provide Notary services for non-City related matters as a private business, so long as the employee remains employed by the City. In recognition of this waiver, the employee shall be entitled to additional compensation in the amount of a 2% allowance per pay period.

ARTICLE 11. INSURANCE

11.1 Medical Insurance Benefits

A. The base medical plan (Blue Shield Access Plus) shall be defined as the Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO (PERS Select) plan available to the City by the existing medical plan provider.

B. The City will contribute \$850 monthly towards the medical plan for an employee choosing "Employee Only". The employee is responsible for the cost above City contribution, for both years, regardless of medical plan.

C. For employees covering dependents, increases to the base medical plan will be shared with the City adding 70% of the premium and the employee paying 30% of the increase. If the base medical plan premiums decrease in 2024 and/or 2025, the savings will be shared with the City receiving 70% of the decrease and the employee receiving 30% of the decrease. If an employee chooses a medical plan other than the base medical plan, the City contribution for that plan is the same amount that the City would contribute if the employee selected the base plan.

D. Upon providing the City written proof that medical insurance coverage is in force through coverage provided by another source, a full-time employee may opt out of the City's medical insurance plan and receive deferred contribution in the amount of \$850 per month during Calendar year 2024 and 2025.

E. Retiree Medical

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City.
2. The City has elected to participate in the PERS Health Benefit Program with the unequal contribution option. The City's contribution towards retirees shall start at \$35.00 per year in 2004. The contribution shall increase 1% per year of the City's contribution for active employees until such time that the contributions for retirees and active employees are equal, providing that the City is participating in the CalPERS Health Plan.

F. Employees may choose to enroll in the Section 125 plan to have their payroll premium deductions taken out pre-tax.

11.2 Vision Insurance

The City shall provide a Vision Care Plan for bargaining unit members. The City may select an alternate vision care provider during the term of the MOU providing that:

- Any new plan maintains equivalent or increased benefits to the employees; and
- At least twenty-one (21) days advanced notice of plan changes are provided to the Union and all bargaining unit employees.

Effective the pay day of January 10, 2014, the City and a full-time employee shall share in vision premiums with the City paying 75% and the employee paying 25%

11.3 Dental Insurance Plan

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City may select an alternate dental insurance plan provider during the term of this MOU providing that:

- Any new plan maintains equivalent benefits to the employees; and
- At least twenty-one (21) days advanced notice of plan changes are provided to the Union and all bargaining unit employees.

Effective the pay day of January 10, 2014, the City and a full-time employee shall share in dental premiums with the City paying 75% and the employee paying 25%

11.4 Life Insurance Plan

City shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for fifty thousand dollars (\$50,000) life coverage for a full-time employee during the term of their employment.

ARTICLE 12. REIMBURSEMENTS

Effective the pay period starting November 9, 2013, the City shall end its practice of reimbursing employees for the employee share of State Disability Insurance, Medicare and FICA (approximately 9%).

ARTICLE 13. HOLIDAY LEAVE

The following days shall be paid annual holidays for full time employees, and pro-rated for part time employees:

1. January 1, New Year's Day
2. January -Third Monday, Martin Luther King Day
3. February -third Monday, Presidents Day
4. May -last Monday, Memorial Day
5. July 4, Independence Day
6. September -first Monday, Labor Day
7. November 11, Veterans Day
8. November -fourth Thursday, Thanksgiving Day
9. November -fourth Friday, Day Following Thanksgiving
10. December 24, Christmas Eve
11. December 25, Christmas Day
12. December 26, the day after Christmas Day.
13. December 31, New Year's Eve
14. One Floating Holiday

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Department Director or City Administrator.

Employees required to work on holiday(s) shall, in addition to eight hours regular cash payment for the holiday, shall accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight hours.

ARTICLE 14. VACATION LEAVE

A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his work mentally and physically refreshed.

B. Each eligible full or part time employee shall begin earning vacation immediately upon hire. The employee must wait six (6) continuous months before taking vacation leave.

C. Employees who terminate employment and upon return of all City-owned property in good condition, shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination or may elect to add the accrued vacation leave to retirement as provided in the Retirement article of this MOU.

D. Vacation leave with pay shall be earned by full-time employees in accordance with the following schedule:

AFTER: YEARS	DAYS	HOURS PER MONTH
01	10	6.67
02	12	8.00
03	13	8.67
04	14	9.34
05	15	10.00
06	15	10.00
07	16	10.67
08	17	11.34
09	18	12.00
10	18	12.00
11	18	12.00
12	19	12.67
13	19	12.67
14	20	13.33
15	21	14.00

E. If for any reason an employee becomes ill during a vacation, or in the case where a holiday falls during a vacation period, the affected employee shall be entitled to utilize such available sick or holiday leave in lieu of vacation leave. The vacation period may be appropriately extended upon approval of the Supervisor.

F. Vacation leave may be taken as it accrues. Vacation requests shall be submitted in writing to an employee's supervisor or, if the supervisor is unavailable, then the employee must submit the vacation request to the City Administrator or designee, utilizing the City's "Request For Approval of Time Off" form. The Supervisor or City Administrator or designee will approve or disapprove the employee's vacation request within two (2) working days. Vacation shall be scheduled at the discretion and convenience of each

individual employee, with the consent of the Supervisor, within the limitations necessitated by the legitimate operational needs of the City.

G. Employees may accrue vacation leave up to a maximum of two times the annual accrual allowed. Upon request of an employee, an exception to the accrual limit may be made upon recommendation by the Department Director and approval by the City Administrator.

Not more frequently than two times during the term of this MOU, employees may cash out up to forty hours vacation leave per request. Requests to cash out vacation leave shall be submitted to the Finance Director, or designee, and shall be granted provided employees shall be eligible for a cash out only once in the period July 1 through December 31 and one time during the period January 1 through June 30. No later than the last pay period in December, an employee may make a written irrevocable election to declare cashing out vacation leave that will accrue in the next calendar year. The cash out shall be paid in a check separate from the normal payroll check. Vacation time cashed out pursuant to this provision shall be subtracted from the employee's accumulated vacation time balance when paid.

ARTICLE 15. SICK LEAVE

15.1 Sick Leave, Defined

A. Sick leave is defined as the time during which an employee is permitted to be absent from City duties by reason of illness or injury or quarantine not arising out of or in the course of employment, which incapacitates or prevents the employee from performing assigned duties, without deduction being made from salary or compensation, and shall include "family medical leave" (as defined below). With approval of the Department Head, sick leave may be used for employee medical, dental or optometry appointments, but only for the time actually required. Sick leave may not be used until it is accrued.

An employee on sick leave shall notify the Department Head or supervisor as soon as possible, and in every case make an effort to give such notice no later than two hours after the time set for beginning daily duties. If an employee is absent from duty on sick leave for three (3) days or more, or if the Department Head has reasonable suspicion of and/or there appears to be a pattern of sick leave abuse, a physician's certificate may be required certifying the condition giving rise to the absence.

B. All full-time, permanent employees shall accrue eight (8) hours of sick leave with pay for each calendar month of service or majority part thereof. The maximum accumulation of earned sick leave shall be 2,080 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 2,080 hours.

Upon retirement an employee may use 100% of unused sick leave to retire early before the commencement of PERS retirement benefits. Employees shall be paid on a monthly basis until accumulated sick leave is utilized or until PERS retirement benefits begin,

whichever is earlier. At separation, employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. In the alternative, upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the City's contract with PERS.

C. Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Administrator who will not withhold such approval arbitrarily or capriciously. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.

D. An employee may take up to 75% of accrued sick leave per calendar year to care for a child, parent, spouse, or domestic partner who is ill, and the illness need not be a serious health condition. A physician's certificate may be requested.

15.2 Family Medical Leave

A. Family Medical Leave

To be eligible for family and medical leave benefits under state and/or federal law, an employee must have continuously worked for the City for twelve (12) months and have worked 1,250 hours over the previous 12 months.

1. Leave Available

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

- For the birth or adoption of a child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

2. Notice and Certification

Employees seeking to use family and medical leave may be required to provide:

a. Thirty (30) day advance notice when the need for the leave is foreseeable; medical certification (both prior to the leave and prior to reinstatement); periodic re-certification; and periodic reports during the leave.

b. When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the City's operation.

c. A medical certification that the employee is able to return to work.

3. Compensation and Benefits During Leave

Family and medical leave is unpaid; however, employees may elect to use accrued paid leave (such as vacation or sick leave) to cover some or all of the leave. The City will maintain health insurance coverage for an employee on family medical leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family and medical leave.

4. Job Reinstatement

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using such leave.

B. Pregnancy Disability Leave

1. Leave Available

An employee disabled due to pregnancy, childbirth, or related medical condition may take up to a maximum of 16 weeks leave. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law.

2. Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide the City with reasonable advance notice and certification from a health care provider.

3. Compensation and Benefits During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. If the employee taking pregnancy disability leave is eligible under the federal or state family and medical leave laws, the City will maintain health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave. If ineligible under the federal and state family and

medical leave laws, employees on pregnancy disability leave will receive continued paid health coverage on the same basis as employees taking other leave.

C. Family Temporary Disability Insurance (Paid Family Leave Benefits)

California's Family Temporary Disability Insurance fund (known as "FTDI" or the Paid Family Leave Benefits fund ["PFL"]) is administered by the California Employment Development Department ("EDD"), not the City. Through the FTDI fund, EDD will provide eligible employees with a wage supplement for a maximum of six weeks (for normal delivery) or eight weeks (for Cesarean section) within a rolling 12-month period. FTDI benefits may be available from EDD for a leave of absence:

1. For the birth or placement of a child for adoption or foster care; or
2. To care for an immediate family member (spouse, registered domestic partner, child or parent) who is seriously ill and requires care.

Employee Contributions: Like State Disability Insurance ("SDI") contributions, employee FTDI contributions are not optional and must be deducted automatically from each employee's paycheck. The amount of the contributions is fixed by EDD, not the City.

Employee Eligibility: EDD decides whether an employee is eligible for FTDI benefits, not the City, and employees must apply for FTDI benefits through EDD. Requests to take time off from work will be evaluated in accordance with City policies and applicable law.

Waiting Period: EDD mandates a seven (7) day waiting period before an eligible employee may receive FTDI benefits. Accrued sick leave may be used during the waiting period to the extent permitted by law. If sick leave is unavailable, or the available accrual is less than a full week, employees must use accrued vacation.

After FTDI Wage Period Ends: As noted, EDD will provide eligible employees with FTDI wages for a maximum of six weeks within a rolling 12-month period. Employees who remain on an authorized leave of absence after the FTDI wage period ends may use any accrued sick leave to the extent permitted by law. Employees, if applicable, using FMLA/CFRA leave may be required to use accrued vacation if sick leave is unavailable and after any available sick leave has been exhausted.

Concurrent Use of FTDI Benefits and Authorized Leave: FTDI benefits may be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of FTDI benefits and/or paid time off (such as sick leave and vacation) during the leave period will not extend the length of the leave beyond what is required by applicable law and/or City policy.

Fraud: Fraud or dishonesty in connection with an application for or use of FTDI benefits is grounds for immediate disciplinary action, up to and including discharge.

Accrual of Benefits: Employee benefits do not accrue during a leave of absence unless otherwise required by law or applicable City policies.

Insurance Benefits During Leave: Employee benefits, including health insurance, do not continue during a leave of absence unless otherwise required by law and/or applicable City policies. As appropriate, you will receive separate information about your right to continue your health insurance under Cal-COBRA or COBRA.

Receipt of benefits from the FTDI Fund does not entitle an employee to a leave of absence, or a leave of absence for any particular time period. Nothing in this policy may be construed guaranteeing a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc.

15.3 Bereavement Leave

Eligible employees may request up to five (5) days of paid bereavement leave upon the death of a qualifying family member, defined as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Although the employee must complete bereavement leave within three (3) months of the family member's death, the City may not require that the five (5) days be used consecutively. As a condition of granting bereavement leave the Department Head may request verification of the loss.

15.4 Absent Without Notification

Any employee absent from his/her position for more than three (3) working days without notification or prior permission of his/her Department Head, shall be deemed to have resigned his/her employment, subject to appeal pursuant to Article 6.

ARTICLE 16. LEAVES OF ABSENCE

16.1 Medical Leave

For the purpose of recovery beyond sick, bereavement and family medical leaves represented in Article 14, medical leave without pay, may be granted from prolonged illness or injury or to restore health for pregnancy, upon employee's written request to and approved by the City Administrator, subject to submission of medical evidence establishing the employee's medical need. Such medical leave without pay shall not exceed a period of sixty (60) days unless approved and granted by the City Council. The employee's insurance, including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working for a maximum of ninety (90) days, after which the employee may continue such benefits at employee's sole expense.

16.2 Emergency Leave

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Department Director and City Administrator, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the City. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency

leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the City. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the City will not pay employee benefits; however, the employee may elect to maintain City medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the City Administrator.

16.3 Jury Duty

Upon receiving notice to appear for jury duty, an employee shall notify his/her supervisor or Department Head as soon as possible, Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, provided that the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. An employee called to jury duty and released by the court one hour or more before the end of the employee's regular work hours shall return to his or her normal duties on the same day. The employee shall make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service and return to work immediately following the final day of jury duty service.

16.4 Military Leave

Every employee of the City shall be granted military leaves of absence and other benefits as provided by federal law and Division II, Part I, Chapter VII of the Military and Veteran's Code of the state of California and any applicable amendments. All employees applying for military leave shall give the Department Head, within the limits of military regulations, an opportunity to determine when such leaves shall be taken. Employees may use compensatory time and vacation leave for weekend drills.

ARTICLE 17. UNIFORM ALLOWANCE

17.1 Clothing

The City requires uniforms for certain employee classifications. Uniforms may consist of required shirt(s), pants, jackets, and belts, as determined by the department head. Shoes/boots and glasses are addressed in the next sections of this article.

The City agrees to furnish one uniform for each day of the work week and to pay an annual uniform maintenance allowance of \$400 for employees in the following classifications:

- Community Services Technician

The City agrees to the uniform maintenance to full-time unit members/non-sworn Public Safety employees shall be \$11.50 per pay period (\$299.00 per year) for the following classification:

- Code Compliance Officer

In addition, each June and December, full-time non-sworn Public Safety employees shall be permitted to purchase up to \$200 of new uniforms and/or work-related equipment at the City's expense.

The City agrees to furnish freshly laundered uniforms for each workday for employees in the following classifications:

- Code Compliance Officer
- Maintenance Worker
- Maintenance Worker/Water
- Wastewater Treatment Plant Operator I & II
- Wastewater Treatment Plant Supervisor
- Water Department Supervisor

Employees hired to fill newly-created classifications will also receive uniforms under this section if the wearing of a uniform is required. Uniforms for the above-listed field personnel are to be worn during work and may be worn to and from work. The City will replace a uniform annually if it becomes unserviceable, or at any time a uniform is damaged and/or no longer wearable during the year. For uniforms lost from employee negligence, replacement costs shall be borne by the employee.

17.2 Safety Shoes

During the term of this Memorandum, the City shall pay to the following unit employees, up to \$300 per year toward the purchase of safety shoes, which includes boots, socks and shoe inserts:

- Code Compliance Officer
- Maintenance Worker
- Maintenance Worker/Water I
- Wastewater Treatment Plant Operator I & II
- Wastewater Treatment Plant Supervisor
- Water Department Supervisor

Employees working less than one (1) year will receive a prorated safety shoe allowance based upon time worked. The safety shoes must be worn during all hours where there is a need for such shoes or as required by the Department Director.

With the approval of the employee's supervisor, an employee may be authorized to obtain a second pair of safety shoes at a maximum cost of up to \$300, if the employee's initial safety shoes were damaged in the line of duty.

17.3 Safety Glasses

The City will provide safety prescription glasses and lens for those employees who need them to carry out their tasks. The glasses will comply with OSHA standards.

ARTICLE 18. RETIREMENT

18.1 Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the City's Personnel Regulations.

18.2 PERS Retirement Contributions – Classic Employees

A. The PERS 2% at Age 55 Retirement Plan is provided for bargaining unit employees classified as “classic” members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA). Effective July 2, 2016, the City shall pay 3% of the employee portion of the PERS contribution. The employee shall pay 4%.

B. The employee portion of the PERS contribution, made by the City, shall be reported to PERS as income. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.

C. Retirement benefits will be based on the highest single year compensation.

D. Employees will receive credit for unused sick leave.

E. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

18.3 PEPRA New Hires

For employees hired on or after January 1, 2013 and classified as “new” members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

ARTICLE 19. PROBATIONARY PERIOD

New employee appointments shall be tentative and subject to a probationary period of twelve (12) months for the effective adjustment of employees to new positions, and for the termination of any probationary employee whose performance does not meet required standards of performance. The Department Head, with the consent of the City Administrator, may release a newly hired probationary employee from City employment without cause at any time during the probationary period.

Newly promoted or transferred employees shall be subject to a probationary period of six (6) months for the effective adjustment of the employee to the new position. If the performance of the probationary employee is not satisfactory, the Department Head will so notify the Human Resources Director in writing any time during the probationary period, and subsequently, with the consent of the City Administrator, may remove a

transferred or promoted employee from the position to which she or he promoted without cause during the probationary period. In such event, the employee shall be reinstated to his/her original position from which originally transferred or promoted pursuant to Article 21.

Upon rejection of a probationary employee, reasons for rejection shall be discussed with the employee. Written notification of rejection shall be furnished to the probationary employee and a copy filed with the Department Head and the Human Resources Director.

Satisfactory ratings shall result in the passing of probation. Upon satisfactory conclusion of a probationary period, the employee shall be notified of permanent status.

In cases where a Department Head determines that a new employee's performance does not meet the required standards of the job, but believes that further training and experience may improve the employee's performance, the Department Head may extend the probationary period an additional six (6) months or any lesser period, provided that the employee's immediate supervisor has prepared a performance review fifteen (15) days prior to the conclusion of the original probationary period under the provisions of Article 20, Performance Review. The immediate supervisor shall also prepare a performance review fifteen (15) days prior to the conclusion of the extended probationary period. In no case shall probationary periods be extended arbitrarily or capriciously.

ARTICLE 20. PERSONNEL RECORDS

An employee or his/her designee may inspect his/her personnel file and obtain one copy of any and all items in that file at City expense. An employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within her/her personnel file, as well as any statements of commendation or acclaim.

Personnel files include those files maintained by the immediate supervisor or other administrators/supervisors involved in employee evaluations, as well as the central personnel file.

A supervisor's personal notes shall not be considered a part of the personnel file.

ARTICLE 21. PERFORMANCE REVIEW

Performance review forms shall be provided by the Human Resources Director. An employee's immediate supervisor shall prepare, sign and date a performance review for each employee fifteen (15) days preceding the conclusion of six (6) months of service after regular appointment from an employment list, and after any change in status of any employee; and, an employee performance review shall be prepared within fifteen (15) days preceding the conclusion of twelve (12) months of service, and annually thereafter.

The original form shall be filed in the employee's official personnel file and a copy shall be handed to the employee for review and retention. After an employee has been given an opportunity to examine performance review reports, such reports may be considered in

promotional examinations and actions relating to transfer, demotion, removal or other changes affecting the status of an employee.

ARTICLE 22. PROMOTION

The movement of an employee from a position in one class to a position in another class imposing higher duties and responsibilities, providing a higher maximum rate of pay will be regarded as a promotion. Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days prior to selection. When practical, and consistent with the best interests of the City, all vacancies in the classified service shall be filled by promotion from within.

Promotional opportunities may be made with the consent of the City Administrator without opening the position for examination of non-employees. All current employees shall be given consideration for a position opening that will be filled by such promotion; a promotional exam need not be given when only one employee is eligible under the minimum qualifications for the position. Promotional examinations and selection procedures shall be conducted as provided in Article 30.

Promotion of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed in the salary range of the new position which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary position. A promotion shall establish a new anniversary date.

An employee promoted to a new position shall serve a six (6) month probationary period in that position. In the event the promoted employee is removed from the position to which promoted, the employee shall receive credit for time served in the promotional position (unless charges are filed and the employee is discharged as provided under this Memorandum of Understanding). Such an employee rejected for promotion shall then be returned to the position and range from which promoted. A rejected employee shall retain his or her salary anniversary date held prior to promotion.

ARTICLE 23. FLEXIBLE JOB SERIES

The Wastewater Treatment Plant Operator, Account Clerk, Office Assistant, and Maintenance Worker (Water and Parks/Building) job series shall be flexibly staffed classifications. Movement within the series shall not require an examination or certification to a list of eligibles. Movement within these series shall be as follows:

1. Employees shall be flexed to "II" after one (1) year of service as an "I", contingent upon satisfactory performance.
2. Employees shall be flexed to "III" after no less than three (3) years but no more than four(4) years of service as a "II", contingent upon satisfactory performance.
3. Satisfactory performance shall mean the employee's annual Performance Review is sufficient to allow the employee a merit salary increase.

ARTICLE 24. CLASSIFICATION; REVIEW

A. Position Classification System. All positions in the City are classified according to their duties and responsibilities. Positions that are similar in type of work, level of difficulty and level or responsibility are grouped together into a class. All positions in a class shall be treated alike in such matters as salary, examinations, and minimum qualifications. One purpose of the system is to ensure equal pay for equal work throughout the City.

B. Classification Review. During the course of this MOU, the City shall notify the employees concerned, and their employee association, in case of contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the MOU.

Employees who believe they are working out of classification on a regular and on-going basis may request a classification review by submitting a letter to the Human Resources Director. The request shall include a general statement describing why the employee feels they are working out of classification.

The City Administrator, Human Resources Director, or designee shall conduct a classification review within sixty (60) days of receipt of the request. The results of the classification review shall be forwarded in writing to the employee.

"Working out of Classification" is defined as a management-authorized assignment to a budgeted position on a temporary basis, where all significant duties are performed by an individual holding a classification within a lower compensation range. Pay for working out of classification shall be as follows:

1. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment.
2. Employees appointed to a position for a vacation, sick leave, or other leave of absence coverage will receive acting pay within the range of the higher classification after five (5) consecutive work days of assignment in the acting position.

Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

C. Reclassification or reallocation. Positions, the duties of which have changed materially so as to necessitate reclassification, shall be reallocated by the Human Resources Director to a more appropriate class. Reclassification shall not be used for the purpose of avoiding restrictions surrounding demotions or promotions. The City Administrator or Personnel Officer shall also recommend the abolishment or consolidation of

classifications as appropriate and shall conduct periodic studies to otherwise assure the proper classification of City employees.

D. The City agrees for SEIU to be included with receiving and review for any benchmarking and/or salary surveys for input on any positions with egregious inequalities. Specific date(s) to begin classification review cannot be added to language at this time absent a full-time Human Resources Manager for the City.

ARTICLE 25. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary rate. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 26. DEMOTION

Demotion of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made, unless special "Y" Rating compensation applies.

"V" Rating compensation is defined as a rate of compensation in excess of the maximum compensation provided by Step E of the basic salary ranges for any designated position. Such "Y" rating shall be discontinued whenever Step E of the salary range assigned equals or exceeds such "Y" rating. Compensation at the "Y" rating may also be discontinued after the employee has received such compensation for three (3) complete years.

Demotion can be made for cause, except for demotions from probationary positions. Cause shall be provided to the employee in writing by the Department Director prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Such demoted employee shall not be eligible for promotion for a period of six months.

ARTICLE 27. DRUG TESTING

According to DOT Regulations and Resolution No. 98-07, employees will be issued a copy of the policy at hire.

ARTICLE 28. LAYOFFS AND DISPLACEMENT

A. Definition. Termination of employment or separation from a position because of lack of funds or lack of work.

B. Process & Notice.

Workers subject to a reduction in force shall be given at least forty-five (45) working days written notice prior to the effective date of the layoff. Such written notice shall include notification of any displacement right, appeal right or right to a hearing, and shall clearly

inform the employee of any time or other limits upon the exercise of such rights. The Union shall receive concurrent notice including a designation of classes affected, the number of positions in the affected classes and an abstract of the employees in the classes affected by the layoff at least forty-five (45) working days prior to the effective date thereof. The Union shall be granted a timely opportunity to meet and consult with the City to discuss proposed alternatives to a reduction in force. Employees subject to layoff shall be given reasonable administrative leave as may be required to seek employment.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches Sections C and D below. Nothing herein is intended to require a preference for or against either full-time or part-time permanent employees in the order of layoff.

Seniority shall be used to determine the order of layoff pursuant to the following procedures: The order of layoff shall be as follows:

1. Temporary workers in inverse order of seniority (least first);
2. Initial Probationary employees in inverse order of seniority; and
3. Permanent employees in inverse order of seniority.

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the City. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

C. Displacement. Permanent full-time employees subject to layoff shall have the right to displace an employee in the same classification in any Department of the City or in a different class within the City with the same or lower salary range provided, however, that:

1. The employee subject to layoff has greater seniority than the employee being displaced and was rated at a minimum of competent/satisfactory in his/her latest evaluation.
2. If the displacement is to a different class, it must be a class in the same occupational series as determined by the City with the concurrence of the Union OR, to a class previously held by the employee as a permanent full-time employee of the City.
3. An employee must provide the City Administrator with written notification of his/her intent to exercise the displacement option not later than 10 working days following receipt of the notice of layoff. Failure to provide such timely notification shall be deemed a waiver of the displacement option.

D. Re-hire Lists. Laid off employees are named to a re-hire list. If a position in the laid-off employee's classification, or a similar position in a classification for which the City determines the former employee is suited, becomes available within twenty-four (24) months of layoff, such former employee(s) shall be offered the position in the inverse order of layoff. If a job in a lower paid classification becomes available within twenty-four

(24) months, the City shall review the previously laid-off employees' qualifications. If a laid-off former employee is qualified in the judgment of the City, he/she may fill the slot(s) until his/her former position becomes available, if ever. Employees hired off a re-hire list shall retain seniority, minus the number of months on actual layoff.

ARTICLE 29. RESIGNATION

An employee wishing to leave City employment in good standing may at their option file with the immediate supervisor a written resignation stating the effective date of his/her resignation at least ten (10) days before leaving the service. The resignation shall be forwarded by the Department Head with other pertinent information concerning the employee's service performance. An employee who files a resignation at least ten (10) working days before leaving the service may request a letter of reference from a City supervisor.

ARTICLE 30. OUTSIDE EMPLOYMENT

A full-time, permanent employee of the City of Guadalupe may not accept significant outside employment without written notice to the employee's supervisor. A copy of the written notice shall be filed in the employee's personnel file.

The following shall apply in all cases: (1) The employee must waive the City's Workers' Compensation in case of injury sustained while on duty during outside employment. (2) Should a conflict of work schedule arise, the employee's City job must prevail.

An employee with outside employment shall strive to maintain quality performance standards in his or her the City position. Should the employee's performance fall below Satisfactory as indicated in the performance review process, the employee shall be subject to disciplinary procedures as outlined in Article 6 of this Memorandum of Understanding.

ARTICLE 31. POSITION VACANCIES

A. General provisions. Selection procedure and job description information will be attached or incorporated into a job-posting notice, which will be announced in at least one newspaper of general circulation in the City. Techniques used in the examination process shall be impartial, of a practical nature, and shall relate to those subjects which are pertinent to the duties and responsibilities of the position. Any tests used shall be reasonably predictive of success in the classification; and tests may not be biased with respect to race, gender, religion, creed, political affiliation, sexual orientation, color, national origin, ancestry, or age.

B. Selection procedures.

1. Application

Both inside and outside candidates will submit applications on forms specified by the Human Resources Director, after an opening has been announced (excepting temporary or emergency employment situations). The time for filing applications will be included in

the initial posting and may be extended or re-opened as determined by the Human Resources Director provided such notice is also posted.

2. Screening

Applications will be screened by the employing Department to ascertain whether candidates meet minimum requirements as outlined in the job description for the classification as adopted by the City Council. Applicants screened out at this level will receive a written response explaining such action.

3. Performance Testing

Performance tests, such as typing, machinery or vehicle operation, skills, demonstration, physical agility, etc., will be qualifying. Pass/fail points will be announced in advance for qualifying tests.

4. Written Tests

Written achievement or aptitude tests will be qualifying. Pass/fail points will be announced in advance for qualifying tests.

5. Interviews/Appraisals

Interviews may be conducted individually or by interview boards and will be qualifying. Interview boards shall be composed of qualified and unbiased people. If individual interviews or an interview board is used, a majority of the individuals or board members must recommend a candidate in order for the candidate to qualify for appointment.

6. Appointment

Candidates who successfully complete all phases of the selection procedure will be recommended to the Department Director and/or City Administrator. The Department Director and/or City Administrator will make appointments from among those recommended candidates who are most qualified as determined by objective review of selection procedure results and background materials.

C. Unfilled Positions. Should the City determine that a vacancy will not be filled, such determination shall be made within 120 working days of the date upon which the worker vacated the position. Upon said determination the City will notify the workers in the affected Department and the Union.

ARTICLE 32. UNIT ASSIGNMENTS

Any new permanent full-time job classification which does not fall under the City's management, supervisory, or confidential criteria or which is not represented by the Guadalupe Police Officers' Association shall be represented by SEIU in the General Unit. However, if any new permanent full-time classification falls under the City's confidential

or supervisory criteria, then that classification shall be represented by SEIU in the Confidential and Supervisors Unit.

ARTICLE 33. FURLOUGHS

Not applicable.

ARTICLE 34. PART-TIME EMPLOYEES

Part-time employees in represented classifications shall receive pro-rated benefits based on their percentage of FTE status.

ARTICLE 35. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of the signing date of this Memorandum of Understanding, and any side letter agreements reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

ARTICLE 36. MOU IMPLEMENTATION

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understandings, resolutions, and rules of the City that conflict with provisions of this Memorandum of Understanding.

ARTICLE 37. OBLIGATION TO MEET AND WAIVER CLAUSE

Except as otherwise expressly provided in this Agreement or, where the parties mutually agree to meet and confer on a matter, the City and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether or not referred to in this Memorandum of Understanding.

ARTICLE 38. SAVINGS CLAUSE

Should any provision of this Memorandum of Understanding be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this MOU shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving- at a mutually satisfactory replacement of such provision.

ARTICLE 39. CERTIFICATION AWARD

- A. The City shall pay for initial examinations and renewals of all Wastewater Treatment, Water Treatment, Water Distribution, and any Certified Unified Program Agency (CUPA) certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement.

- B. In addition, the City will provide a Tuition Reimbursement Program for remainder of SEIU employees, with the following provisions:

1. The program will have a \$5,000 annual budget that any SEIU employee can be reimbursed up to \$1,000* of tuition/educational costs for successfully receiving:
 - a. Associate's, Bachelor's, or Master's degree and/or
 - b. Professional Certification (i.e., CPA, Certified Payroll Professional, and other advanced certifications that have an educational level of an Associate's degree or higher with required work experience.) Required certification renewals under the Tuition Reimbursement Program are not permitted.

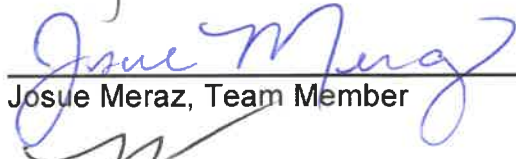
*Employee position/role must be similar to education received. Request for reimbursement must be submitted before education starts. A post-request form with authenticated receipt and successful passing is required for reimbursement. The \$5,000 budget is on a first come-first served basis.

2. The Department Head shall use reasonable criteria to determine what coursework and/or educational degrees are job related and has the authority to approve or deny such eligibility for this program. If an employee is denied eligibility, an appeal can be made to the City Administrator.

SEIU, Local 620,



Angie Pereyra-Leon, Team Member



Josue Meraz, Team Member

Jaime Vidales, Team Member



Rob Perry, Team Member

City of Guadalupe



Ariston Julian, Mayor

EXHIBITS

CITY OF GUADALUPE
SEIU Employee Payscale

Effective July 1, 2023 = 5% COLA

Range	A	B	C	D	E	L1	L2
121	14.949	15.696	16.481	17.305	18.171	19.079	20.033
122	15.099	15.854	16.647	17.479	18.353	19.271	20.234
123	15.250	16.013	16.813	17.654	18.536	19.463	20.436
124	15.405	16.175	16.984	17.833	18.725	19.661	20.644
125	15.555	16.333	17.149	18.007	18.907	19.853	20.845
126	15.714	16.500	17.325	18.191	19.100	20.055	21.058
127	15.868	16.661	17.494	18.369	19.288	20.252	21.265
128	16.027	16.828	17.670	18.553	19.481	20.455	21.478
129	16.188	16.997	17.847	18.740	19.677	20.660	21.693
130	16.351	17.169	18.027	18.928	19.875	20.868	21.912
131	16.512	17.338	18.204	19.115	20.070	21.074	22.128
132	16.681	17.515	18.391	19.310	20.276	21.290	22.354
133	16.848	17.690	18.575	19.504	20.479	21.503	22.578
134	17.014	17.865	18.758	19.696	20.681	21.715	22.800
135	17.185	18.044	18.946	19.894	20.888	21.933	23.030
136	17.359	18.227	19.138	20.095	21.100	22.155	23.263
137	17.526	18.402	19.322	20.289	21.303	22.368	23.487
138	17.706	18.591	19.521	20.497	21.522	22.598	23.728
139	17.879	18.773	19.712	20.697	21.732	22.819	23.960
140	18.057	18.960	19.908	20.903	21.948	23.046	24.198
141	18.243	19.155	20.113	21.119	22.174	23.283	24.447
142	18.420	19.341	20.308	21.323	22.390	23.509	24.685
143	18.612	19.543	20.520	21.546	22.623	23.754	24.942
144	18.796	19.736	20.723	21.759	22.847	23.989	25.188
145	18.982	19.931	20.928	21.974	23.073	24.226	25.438
146	19.174	20.133	21.139	22.196	23.306	24.471	25.695
147	19.366	20.334	21.351	22.419	23.539	24.716	25.952
148	19.562	20.540	21.567	22.645	23.778	24.967	26.215
149	19.755	20.743	21.780	22.869	24.012	25.213	26.474
150	19.948	20.945	21.993	23.092	24.247	25.459	26.732
151	20.147	21.154	22.212	23.323	24.489	25.713	26.999
152	20.353	21.371	22.439	23.561	24.739	25.976	27.275
153	20.556	21.584	22.663	23.796	24.986	26.235	27.547
154	20.763	21.801	22.891	24.036	25.238	26.499	27.824
155	20.971	22.020	23.121	24.277	25.490	26.765	28.103
156	21.159	22.217	23.328	24.494	25.719	27.005	28.355
157	21.389	22.458	23.581	24.760	25.998	27.298	28.663
158	21.602	22.682	23.816	25.007	26.257	27.570	28.949
159	21.818	22.909	24.054	25.257	26.520	27.846	29.238
160	22.041	23.143	24.300	25.515	26.791	28.131	29.537
161	22.262	23.375	24.544	25.771	27.060	28.413	29.833
162	22.481	23.605	24.785	26.025	27.326	28.692	30.127
163	22.705	23.840	25.032	26.284	27.598	28.978	30.427

Range	A	B	C	D	E	L1	L2
163A	23.353	24.521	25.747	27.034	28.386	29.805	31.295
164	22.932	24.079	25.283	26.547	27.874	29.268	30.731
165	23.164	24.322	25.538	26.815	28.156	29.564	31.042
166	23.392	24.562	25.790	27.079	28.433	29.855	31.348
167	23.629	24.810	26.051	27.354	28.721	30.157	31.665
168	23.863	25.056	26.309	27.624	29.006	30.456	31.979
169	24.101	25.306	26.571	27.900	29.295	30.760	32.298
170	24.344	25.561	26.839	28.181	29.590	31.070	32.623
171	24.588	25.817	27.108	28.464	29.887	31.381	32.950
172	24.837	26.079	27.383	28.752	30.190	31.699	33.284
173	25.080	26.334	27.651	29.033	30.485	32.009	33.610
174	25.331	26.598	27.927	29.324	30.790	32.329	33.946
175	25.585	26.864	28.207	29.618	31.099	32.654	34.286
175A	25.818	27.109	28.464	29.888	31.382	32.951	34.599
176	25.842	27.134	28.491	29.915	31.411	32.982	34.631
177	26.099	27.404	28.774	30.213	31.723	33.310	34.975
178	26.359	27.677	29.061	30.514	32.040	33.642	35.324
179	26.626	27.957	29.355	30.823	32.364	33.982	35.681
180	26.891	28.236	29.647	31.130	32.686	34.320	36.037
181	27.159	28.517	29.943	31.440	33.012	34.663	36.396
182	27.432	28.804	30.244	31.756	33.344	35.011	36.762
183	27.706	29.091	30.546	32.073	33.677	35.361	37.129
184	27.981	29.380	30.849	32.392	34.011	35.712	37.497
185	28.261	29.674	31.158	32.716	34.351	36.069	37.872
186	28.545	29.972	31.471	33.044	34.697	36.431	38.253
187	28.829	30.270	31.784	33.373	35.042	36.794	38.634
188	29.118	30.574	32.103	33.708	35.393	37.163	39.021
189	29.411	30.882	32.426	34.047	35.749	37.537	39.414
190	29.706	31.191	32.751	34.388	36.108	37.913	39.809
191	30.002	31.502	33.077	34.731	36.468	38.291	40.206
192	30.303	31.818	33.409	35.080	36.833	38.675	40.609
193	30.600	32.130	33.737	35.423	37.194	39.054	41.007
194	30.910	32.456	34.078	35.782	37.571	39.450	41.422
195	31.222	32.783	34.422	36.143	37.951	39.848	41.840
196	31.533	33.110	34.765	36.503	38.329	40.245	42.257
197	31.845	33.437	35.109	36.865	38.708	40.643	42.675
198	32.165	33.773	35.462	37.235	39.097	41.052	43.104
199	32.488	34.112	35.818	37.609	39.489	41.464	43.537
200	32.814	34.455	36.177	37.986	39.886	41.880	43.974
201	33.140	34.797	36.537	38.364	40.282	42.296	44.411
202	33.471	35.145	36.902	38.747	40.684	42.718	44.854
203	33.806	35.496	37.271	39.135	41.091	43.146	45.303
204	34.146	35.853	37.646	39.528	41.505	43.580	45.759
205	34.485	36.209	38.020	39.921	41.917	44.013	46.213
205A	35.471	37.245	39.107	41.062	43.115	45.271	47.535
206	34.830	36.572	38.400	40.320	42.336	44.453	46.676
207	35.178	36.937	38.784	40.723	42.759	44.897	47.142
208	35.535	37.312	39.177	41.136	43.193	45.353	47.620

Range	A	B	C	D	E	L1	L2
209	35.886	37.680	39.564	41.543	43.620	45.801	48.091
210	36.245	38.057	39.960	41.958	44.056	46.259	48.572
211	36.606	38.436	40.358	42.376	44.495	46.720	49.056
212	36.974	38.823	40.764	42.802	44.942	47.189	49.549
213	37.342	39.209	41.170	43.228	45.389	47.659	50.042
214	37.718	39.604	41.584	43.663	45.846	48.139	50.546
215	38.092	39.997	41.996	44.096	46.301	48.616	51.047
216	38.475	40.399	42.419	44.540	46.767	49.105	51.560
217	38.859	40.802	42.842	44.984	47.233	49.595	52.075
218	39.248	41.210	43.271	45.434	47.706	50.091	52.596
219	39.641	41.623	43.704	45.889	48.184	50.593	53.123
220	40.039	42.041	44.143	46.350	48.668	51.101	53.656
221	40.440	42.462	44.585	46.814	49.155	51.613	54.193
222	40.845	42.887	45.032	47.283	49.647	52.130	54.736
223	41.252	43.315	45.480	47.754	50.142	52.649	55.282
224	41.666	43.749	45.937	48.234	50.645	53.178	55.836
225	42.078	44.182	46.391	48.711	51.146	53.703	56.389
226	42.500	44.625	46.856	49.199	51.659	54.242	56.954
227	42.925	45.071	47.325	49.691	52.176	54.784	57.524
228	43.340	45.507	47.782	50.171	52.680	55.314	58.080
229	43.787	45.976	48.275	50.689	53.223	55.885	58.679
230	44.225	46.436	48.758	51.196	53.756	56.444	59.266
231	44.669	46.902	49.248	51.710	54.295	57.010	59.861
232	45.114	47.370	49.738	52.225	54.836	57.578	60.457
233	45.567	47.845	50.238	52.749	55.387	58.156	61.064
234	46.024	48.325	50.741	53.279	55.942	58.740	61.677
235	46.478	48.802	51.242	53.804	56.494	59.319	62.285
236	46.944	49.291	51.756	54.344	57.061	59.914	62.909
237	47.416	49.787	52.276	54.890	57.634	60.516	63.542
238	47.888	50.282	52.797	55.436	58.208	61.119	64.175

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SEIU Employee Payscale**

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123	16.013	16.814	17.654	18.537	19.464	20.437	21.459
124	16.175	16.984	17.833	18.725	19.661	20.644	21.676
125	16.333	17.150	18.007	18.907	19.853	20.846	21.888
126	16.500	17.325	18.191	19.101	20.056	21.059	22.112
127	16.661	17.494	18.369	19.287	20.252	21.264	22.327
128	16.828	17.669	18.553	19.481	20.455	21.477	22.551
129	16.997	17.847	18.739	19.676	20.660	21.693	22.778
130	17.169	18.027	18.929	19.875	20.869	21.912	23.008
131	17.338	18.205	19.115	20.071	21.074	22.128	23.235
132	17.515	18.391	19.310	20.276	21.290	22.354	23.472
133	17.690	18.575	19.503	20.478	21.502	22.577	23.706
134	17.865	18.758	19.696	20.681	21.715	22.801	23.941
135	18.044	18.946	19.894	20.888	21.933	23.029	24.181
136	18.227	19.138	20.095	21.100	22.155	23.263	24.426
137	18.402	19.322	20.288	21.303	22.368	23.486	24.660
138	18.591	19.521	20.497	21.521	22.597	23.727	24.914
139	18.773	19.712	20.697	21.732	22.819	23.960	25.158
140	18.960	19.908	20.903	21.949	23.046	24.198	25.408
141	19.155	20.113	21.118	22.174	23.283	24.447	25.670
142	19.341	20.308	21.323	22.390	23.509	24.685	25.919
143	19.543	20.520	21.546	22.623	23.755	24.942	26.189
144	19.736	20.723	21.759	22.847	23.989	25.189	26.448
145	19.931	20.928	21.974	23.073	24.226	25.438	26.709
146	20.133	21.140	22.197	23.306	24.472	25.695	26.980
147	20.334	21.351	22.418	23.539	24.716	25.952	27.250
148	20.540	21.567	22.645	23.778	24.966	26.215	27.526
149	20.743	21.780	22.869	24.013	25.213	26.474	27.798
150	20.945	21.992	23.092	24.246	25.459	26.732	28.068
151	21.154	22.212	23.322	24.488	25.713	26.998	28.348
152	21.371	22.440	23.562	24.740	25.977	27.275	28.639
153	21.584	22.663	23.796	24.986	26.235	27.547	28.925
154	21.801	22.891	24.036	25.237	26.499	27.824	29.215
155	22.020	23.121	24.277	25.491	26.765	28.104	29.509
156	22.217	23.328	24.494	25.719	27.005	28.355	29.773
157	22.458	23.581	24.760	25.998	27.298	28.663	30.096
158	22.682	23.816	25.007	26.257	27.570	28.949	30.396
159	22.909	24.054	25.257	26.520	27.846	29.238	30.700
160	23.143	24.300	25.515	26.791	28.130	29.537	31.014
161	23.375	24.544	25.771	27.059	28.412	29.833	31.325
162	23.605	24.785	26.025	27.326	28.692	30.127	31.633
163	23.840	25.032	26.284	27.598	28.978	30.427	31.948

Range	A	B	C	D	E	L1	L2
163A	24.521	25.747	27.034	28.386	29.805	31.296	32.860
164	24.079	25.283	26.547	27.874	29.268	30.732	32.268
165	24.322	25.538	26.815	28.156	29.564	31.042	32.594
166	24.562	25.790	27.080	28.434	29.855	31.348	32.915
167	24.810	26.051	27.353	28.721	30.157	31.665	33.248
168	25.056	26.309	27.624	29.005	30.456	31.979	33.577
169	25.306	26.571	27.900	29.295	30.760	32.298	33.912
170	25.561	26.839	28.181	29.590	31.070	32.623	34.254
171	25.817	27.108	28.463	29.886	31.381	32.950	34.597
172	26.079	27.383	28.752	30.190	31.699	33.284	34.948
173	26.334	27.651	29.033	30.485	32.009	33.610	35.290
174	26.598	27.928	29.324	30.791	32.330	33.947	35.644
175	26.864	28.207	29.618	31.098	32.653	34.286	36.000
175A	27.109	28.464	29.888	31.382	32.951	34.599	36.329
176	27.134	28.491	29.915	31.411	32.982	34.631	36.362
177	27.404	28.774	30.213	31.724	33.310	34.975	36.724
178	27.677	29.061	30.514	32.040	33.642	35.324	37.090
179	27.957	29.355	30.823	32.364	33.982	35.681	37.465
180	28.236	29.648	31.130	32.687	34.321	36.037	37.839
181	28.517	29.943	31.440	33.012	34.663	36.396	38.216
182	28.804	30.244	31.756	33.344	35.011	36.762	38.600
183	29.091	30.546	32.073	33.676	35.360	37.128	38.985
184	29.380	30.849	32.391	34.011	35.712	37.497	39.372
185	29.674	31.158	32.716	34.351	36.069	37.872	39.766
186	29.972	31.471	33.044	34.696	36.431	38.253	40.165
187	30.270	31.784	33.373	35.041	36.793	38.633	40.565
188	30.574	32.103	33.708	35.393	37.163	39.021	40.972
189	30.882	32.426	34.047	35.750	37.537	39.414	41.385
190	31.191	32.751	34.388	36.107	37.913	39.808	41.799
191	31.502	33.077	34.731	36.468	38.291	40.205	42.216
192	31.818	33.409	35.079	36.833	38.675	40.609	42.639
193	32.130	33.737	35.423	37.194	39.054	41.007	43.057
194	32.456	34.079	35.783	37.572	39.450	41.423	43.494
195	32.783	34.422	36.143	37.950	39.848	41.840	43.932
196	33.110	34.766	36.504	38.329	40.245	42.258	44.371
197	33.437	35.109	36.864	38.708	40.643	42.675	44.809
198	33.773	35.462	37.235	39.096	41.051	43.104	45.259
199	34.112	35.818	37.608	39.489	41.463	43.537	45.713
200	34.455	36.178	37.987	39.886	41.880	43.974	46.173
201	34.797	36.537	38.364	40.282	42.296	44.411	46.631
202	35.145	36.902	38.747	40.685	42.719	44.855	47.098
203	35.496	37.271	39.134	41.091	43.146	45.303	47.568
204	35.853	37.646	39.528	41.504	43.580	45.759	48.046
205	36.209	38.019	39.920	41.916	44.012	46.213	48.524
205A	37.245	39.107	41.063	43.116	45.272	47.535	49.912
206	36.572	38.401	40.321	42.337	44.453	46.676	49.010
207	36.937	38.784	40.723	42.759	44.897	47.142	49.499
208	37.312	39.178	41.136	43.193	45.353	47.621	50.002

Range	A	B	C	D	E	L1	L2
209	37.680	39.564	41.542	43.619	45.800	48.090	50.495
210	38.057	39.960	41.958	44.056	46.259	48.571	51.000
211	38.436	40.358	42.376	44.494	46.719	49.055	51.508
212	38.823	40.764	42.802	44.942	47.190	49.549	52.027
213	39.209	41.169	43.228	45.389	47.659	50.042	52.544
214	39.604	41.584	43.663	45.847	48.139	50.546	53.073
215	39.997	41.997	44.097	46.302	48.617	51.047	53.600
216	40.399	42.419	44.540	46.767	49.105	51.560	54.139
217	40.802	42.842	44.984	47.233	49.595	52.075	54.679
218	41.210	43.271	45.434	47.706	50.091	52.596	55.225
219	41.623	43.704	45.889	48.184	50.593	53.123	55.779
220	42.041	44.143	46.350	48.668	51.101	53.656	56.339
221	42.462	44.585	46.814	49.155	51.613	54.193	56.903
222	42.887	45.031	47.283	49.647	52.129	54.736	57.473
223	43.315	45.481	47.755	50.143	52.650	55.282	58.046
224	43.749	45.936	48.233	50.645	53.177	55.836	58.628
225	44.182	46.391	48.711	51.146	53.703	56.389	59.208
226	44.625	46.856	49.199	51.659	54.242	56.954	59.802
227	45.071	47.325	49.691	52.175	54.784	57.523	60.399
228	45.507	47.782	50.171	52.680	55.314	58.080	60.984
229	45.976	48.275	50.689	53.223	55.884	58.678	61.612
230	46.436	48.758	51.196	53.755	56.443	59.265	62.229
231	46.902	49.247	51.709	54.295	57.010	59.860	62.853
232	47.370	49.739	52.225	54.837	57.579	60.457	63.480
233	47.845	50.237	52.749	55.387	58.156	61.064	64.117
234	48.325	50.741	53.278	55.942	58.739	61.676	64.760
235	48.802	51.242	53.804	56.494	59.319	62.285	65.399
236	49.291	51.756	54.343	57.060	59.914	62.909	66.055
237	49.787	52.276	54.890	57.635	60.516	63.542	66.719
238	50.282	52.796	55.436	58.208	61.118	64.174	67.383