



**Agenda Item A.10**  
**CONSENT CALENDAR**  
**Meeting Date: December 7, 2021**

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**TO:** Mayor and Councilmembers

**FROM:** Kristine Schmidt, Assistant City Manager

**CONTACT:** Todd Mitchell, Human Resources/Risk Manager

**SUBJECT:** Amendment of MOUs with SEIU Local 620 and of Personnel Rules

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute an Amended and Restated Agreement No. 18-037, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit; and
- B. Approve and authorize the City Manager to execute an Amended and Restated Agreement No. 2018-038, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit; and
- C. Receive an oral report, read by the Clerk, summarizing a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits to City executive employees, as follows:
  - 1) For all executive management except the City Manager: a \$2,000 one-time payment; a 2% salary increase retroactive to January 2, 2021; a 3% salary increase effective January 1, 2022; a 3% salary increase effective January 14, 2023; additional potential salary increases of up to 1% on April 9, 2022 and up to 1% on April 8, 2023 depending on the increase in the Consumer Price Index; and
  - 2) For all executive managers including the City Manager: a \$20 per month increase to the Flexible Benefit Plan Allowance effective January 1, 2022, a \$20 per month increase to the Flexible Benefit Plan Allowance effective January 1, 2023, a \$5 per pay period increase to the existing Bilingual Allowance for qualified employees, and a new \$50 per pay period Advanced Spanish Language premium pay for qualified employees; and
- D. Adopt Resolution No. 20-\_\_ entitled "A Resolution of the City Council of the City of Goleta, California Amending the City of Goleta Salary Schedule and Classification Plan For Fiscal Years 2021/22 and 2022/23, Amending the Personnel Rules, and Approving Certain Future Salary and Fringe Benefit Increases"; and

- E. Approve a budget appropriation of \$800,200 from the General Fund Unassigned Fund Balance, which will be allocated to the various departments' salary and benefit accounts.

**BACKGROUND:**

The current labor agreements between the City and its two organized bargaining units, the General Employees and the Miscellaneous Employees, both represented by the Service Employees International Union (SEIU), Local 620 ("the Union"), were effective January 1, 2018 and are set to expire on December 31, 2021. Both agreements (referred to as Memoranda of Understanding or "MOUs") included a reopener in negotiations in January 2021 limited to three issues from each party. Beginning in January 2021, negotiators from management and the Union met and conferred as provided under the reopeners.

Having concluded negotiations, the parties reached a tentative agreement that will extend the MOUs through December 31, 2023, and make certain changes to salaries, benefits, and other terms and conditions of employment (Attachment 1). Implementation of the new agreement requires amendment to the Memoranda of Understanding (MOUs) and to adopted salary schedules. In order to provide comprehensive documents, both MOUs are amended and restated in full (Attachments 2 and 3).

As is traditional, Council is asked to approve similar salary and benefit increases for unrepresented employees (confidential, middle management, and executive). The attached resolution provides for this. Pursuant to Section 54953(c) of the Government Code, prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, during the open meeting in which the final action is to be taken. For purposes of this section, local agency executive includes the City Manager, Assistant City Manager, and City department directors. Recommendation C is intended to ensure that this report is read into the record before adoption of recommendation D. It should be noted that while the increase to the health benefit allowance and the Spanish language pay would technically be available to the City Manager, she currently does not participate in these benefits.

Upon City incorporation, the City Council adopted a set of Personnel Rules to guide the hiring, compensation and management of City employees. Those Rules have been amended from time to time to reflect the numerous changes that have impacted the Rules since their original adoption. Staff proposes amending the Personnel Rules to reflect the results of recent bargaining and implement the negotiated increases and changes to terms and conditions of employment for both represented and unrepresented employees.

## DISCUSSION:

### Memoranda of Understanding

The proposed amended and restated MOUs for the General Employees and the Miscellaneous Employees bargaining units are included, respectively, as Attachment 1 and Attachment 2. The agreements each incorporate previous amendment to the MOUs from September 15, 2020, that removed the agency shop provisions, added a maintenance of membership clause, and added a provision for participation in the California State Disability Insurance (SDI) program, including Paid Family Leave (PFL). The amended and restated agreements also include the following new provisions:

- Extend the MOUs for an additional two years, through December 31, 2023.
- Salary increases for three fiscal years (FY 2020/21, 2021/22 and 2022/23):
  - Retroactive to January 2, 2021, an across-the-board salary increase of 2%.
  - Effective January 1, 2022, an across-the-board salary increase of 3%. Plus, if the year over year change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for March 2022 is greater than 3%, an additional across-the-board increase effective April 9, 2022, equal to the amount by which that change exceeds 3%, not to exceed an additional increase of 1%, for a total of 4%.
  - Effective January 14, 2023, an across-the-board salary increase of 3%. Plus, if the year over year change in the CPI-U for Los Angeles-Long Beach-Anaheim for March 2023 is greater than 3%, an additional across-the-board increase effective April 8, 2023, of amount by which that change exceeds 3%, not to exceed an additional increase of 1%, for a total of 4%.
- A \$2,000 per employee one-time “non-PERSable” bonus (not subject to CalPERS contributions) for the purpose of reasonable reimbursement for any as-yet unreimbursed COVID-related expenses and a general recognition of COVID-related service.
- Increase the Health Insurance Contribution by \$20 per month in January 2022 and by \$20 per month in January 2023.
- Extend the date for when the City’s contribution to the CalPERS pension will be frozen, requiring an employee cost-sharing contribution, from December 2020 to December 2023, and provide necessary detail about how such pension cost-sharing will be accomplished, should it be implemented.
- Specify rules for how various benefits are prorated for part-time employees.
- Clarify when annual merit increases are provided as coordinated with annual performance evaluations.
- Provide a clear path for employees who believe they are working out of classification, either permanently or temporarily, to request review by Human Resources and possible acting pay or reclassification.
- Increase the bilingual pay by \$5 per pay period and create a new Advanced Spanish Premium of an additional \$50 per pay period for those employees with very advanced written and oral Spanish language capabilities.

## Resolution

The Resolution amends the official Salary Schedule and Classification Plan to reflect the first two increases provided for under the labor agreements (2% retroactive to January 2021 and 3% in January 2022) and provides these increases to both represented and unrepresented employee salaries, except the City Manager, whose compensation increases are set under her employment contract. Until we know the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim for March 2022, future increases and the effect on salaries are not yet fixed. The Salary Schedule will need to be updated again to reflect the future increases.

For unrepresented employees who are not covered by the MOUs (except the City Manager) the Resolution approves the future increases (up to 1% in April 2022; 3% in January 2023; and up to 1% in April 2023) and approves the \$2,000 per employee one-time payment. It also approves the \$20 per month flexible benefit increase in January 2022, the \$20 per month flexible benefit increase in January 2023, and the bilingual allowance, for confidential, management and executive employees including the City Manager. While the increase to health benefit allowance and Spanish language pay would technically be available to the City Manager, she currently does not participate in these benefits.

The Personnel Rules were last fully adopted by City Council via Resolution No. 15-09 and were subsequently amended via Resolution No. 15-36 to address new sick leave laws, by Resolution No. 20-57 to allow advance vacation and sick leave accruals upon hire, and by Resolution No. 20-71 to allow for trainee appointments. A further amendment to the Personnel Rules is included in the proposed Resolution, consistent with the changes proposed above. In order to provide a comprehensive document that incorporates all of these changes, staff will return at a date in the near future to provide a full amended and restated document.

## **FISCAL IMPACTS:**

The total budget increase for FY 2021/22 is projected to be \$800,200 and was not included in the FY 2021/22 budget. The \$800,200 increase reflects one-time costs of \$296,400 and ongoing costs of \$503,800. The one-time costs are associated with the \$2,000 per employee one-time payment and the retroactive 2% salary increase applied to wages paid in prior fiscal year for the applicable pay periods between January 2021 through June 2021.

Staff is recommending an appropriation of \$800,200 from the General Fund's unassigned fund balance to be allocated to the various departments' salary and benefit accounts. There is approximately \$11.5 million available in unassigned fund balance.

The salary and benefit budget adjustments for FY 2022/23 will be included with other mid-cycle adjustments later this fiscal year as part of the annual budget process.

**ALTERNATIVES:**

Council could decline to ratify the tentative agreement with the Union. However, there could be impacts to varying degree on employer-employee relations including potential allegations of unfair bargaining.

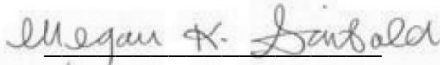
**Reviewed By:**

**Legal Review By:**

**Approved By:**



Kristine Schmidt  
Assistant City Manager



Megan Garibaldi  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Tentative Agreement with SEIU, Local 620.
2. Amended and Restated Agreement No. 2018-037, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit.
3. Amended and Restated Agreement No. 2018-038, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit.
4. Resolution No. 21-\_\_ entitled "A Resolution of the City Council of the City of Goleta, California Amending the City of Goleta Salary Schedule and Classification Plan For Fiscal Years 2021/22 and 2022/23, Amending the Personnel Rules, and Approving Certain Future Salary and Fringe Benefit Increases."

**ATTACHMENT 1:**

Tentative Agreement with SEIU, Local 620.

**City and SEIU Reopener Negotiations**  
**Tentative Agreement**  
**November 4, 2021**

The parties agree to the following change in salaries, benefits and other terms and conditions of employment. This agreement will satisfy in full the January 2021 reopener included in Article 1.2 of the current amended MOU. Employees must be an active employee on the date of City Council ratification of the agreement to qualify for retroactive increases provided.

Agreement Area(s)	MOU Reference	Proposal
Term	Article 1	<p>The term of the agreement will be extended by 24 months, through December 31, 2023.</p> <p>City agrees to incorporate by reference existing Personnel Rules into the MOU with the understanding that changes to terms and conditions covered therein that are within the scope of bargaining (i.e., not management rights) are subject to negotiation.</p>
Salaries, One-time Payment, Health Insurance	Article 10, 11(A)	<p><u>Salary</u></p> <ul style="list-style-type: none"> <li>• Retroactive to January 2, 2021, (pay period 2/2/21-2/15/21), an across-the-board salary increase of 2%.</li> <li>• Effective January 1, 2022, (pay period 1/1/2022-1/14/2022), an across-the-board salary increase of 3%. Plus, if the year over year change in the CPI-U for Los Angeles-Long Beach-Anaheim for March 2022 is greater than 3%, an additional across-the-board increase effective April 9, 2022 (pay period 4/9/2022-4/22/2022), equal to the amount by which that change exceeds 3%, not to exceed an additional increase of 1%, for a total of 4%.</li> <li>• Effective January 14, 2023, (pay period 1/14/2023-1/27/2023), an across-the-board salary increase of 3%. Plus, if the year over year change in the CPI-U for Los Angeles-Long Beach-Anaheim for March 2023 is greater than 3%, an additional across-the-board increase effective April 8, 2023 (pay period 4/8/2023-4/21/2023), of amount by which that change exceeds 3%, not to exceed an additional increase of 1%, for a total of 4%.</li> </ul> <p><u>One Time Payment</u></p> <ul style="list-style-type: none"> <li>• PLUS: Upon ratification of the agreement by the City Council, a <u>\$2,000 per person</u> one-time non-PERSable bonus (costed as a 2% equivalent) as reasonable reimbursement for any as-yet unreimbursed COVID-related expenses attributable to the mandatory work from home period (March 2020-July 2021), and a general recognition of COVID-related service.</li> </ul> <p><u>Health Insurance</u></p>

Agreement Area(s)	MOU Reference	Proposal
		<ul style="list-style-type: none"> <li>Effective Jan 1, 2022, \$240 per year (\$20 per month, costed equivalent to 0.25%) increase in maximum employer contribution to health insurance (\$1295 per month total);</li> <li>Effective Jan 1, 2023, \$240 per year (\$20 per month, costed equivalent to 0.25%) increase in maximum employer contribution to health insurance (\$1315 per month total);</li> </ul>
PERS Cost Sharing <u>Amount</u>	Article 11(C)2	<p>Change current MOU provision to push cost sharing out an additional 2 years to the end of the new agreement term. The rate will be capped at the rate in effect on December 1, 2023.</p> <p>(“Article 11.C.2. Effective the December 1<sup>st</sup> immediately prior to the expiration date of the MOU, the City’s retirement contribution shall be capped at the rates in effect at the time, subject to change through negotiation.”)</p>
PERS Cost Sharing <u>Method</u>	Article 11(C)2	<ol style="list-style-type: none"> <li>Specify that the CalPERS cost-sharing under MOU Section 11(C)2 will be accomplished through the “MOU Method” (Post-tax, not accomplished through CalPERS) under Government Code 20516(f).</li> <li>As soon as practicable, upon the request of the Union, City will take necessary steps to implement a contract amendment for cost-sharing through CalPERS as provided under Government Code Section 20516 (a-e), contingent upon the agreement of all employee groups under the miscellaneous plan to participate in such cost-sharing and the results of any necessary employee election.</li> <li>The MOU will specify that the calculation for cost sharing effective for each July-June fiscal year will be the full Estimated Total Employer Contribution as a % of Projected Payroll (Normal Cost + payment on amortization base) as reflected in the most recent Annual Valuation Report less the comparable full employer rate in effect on the December 1<sup>st</sup> immediately prior to the expiration of the MOU, if this is greater than zero.</li> </ol>
Benefits for Part-time Employees	Article 11(A), Article 20.6, Article 24.	<ol style="list-style-type: none"> <li>Effective the first full month following ratification, part-time employees authorized at 15 hours per week (equivalent to 37.5% of full time, or 0.375 FTE) or more will receive City health benefit contributions and payment in lieu of insurance premiums based on the percent of full-time upon which their regular schedule is based. Eligibility for participation in City employee benefit plans will be based on the terms of the provider contracts.</li> <li>Retired CalPERS annuitants shall not be eligible for any City benefits other than salary, as required under the CA Government Code.</li> <li>Part-time employees eligible for management leave will receive such leave prorated based on the percent of full-time upon which their regular schedule is based.</li> </ol>



Agreement Area(s)	MOU Reference	Proposal
Acting Appointments and Classification Review	N/A	<p>1) Add “Employee Classification Review Requests” -- An employee who believes they are performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis may submit a written request for classification review to the employee’s department head. The department head shall act or decline to take action upon the request, with notification to the employee and Human Resources, within 30 calendar days, subject to written appeal within 30 days to the City Manager whose decision shall be final.</p> <p>If approved, Human Resources shall conduct said classification review and shall issue its findings to the employee and the department head within sixty (60) working days of receipt of the request from the department head. If it is determined by Human Resources that an employee is performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis, the employee will receive acting pay retroactive to the date the employee submitted the classification review request, and it shall be the decision of the department head how to proceed going forward following the receipt of findings to remedy the working out of classification situation (e.g., stop working the employee out of class, or provide them with acting pay prospectively, or ask Council to reclassify the position, as appropriate). For purposes of this provision “substantial preponderance” shall be interpreted as meaning that, in the Personnel Officer’s professional opinion, the employee is performing 80% or more of the duties of the higher class that are not already duties of the employee’s existing class.</p> <p>2) Acting pay (existing provision): Add that an employee appointed to an acting assignment in a higher classification will receive acting pay after employee has served either 10 consecutive days (current) <u>or</u> 30 cumulative working days in a 12-month period in that higher classification. Add provision for employee to notify Personnel Officer if they believe they should be eligible for acting pay. If the Personnel Officer agrees, acting pay will be retroactive to the date the person would otherwise have been eligible for such pay.</p>
Performance Evaluation-late	Article 19(A)	<p>Article 19(A) change the language as follows “Article 19(A) “ [...] If the employee performance evaluation is not provided within thirty (30) calendar days of the salary anniversary date, the <del>performance shall be deemed to be good or acceptable. Any consideration of</del> <b>employee will be immediately eligible to receive a regular merit step increase <u>within the salary range</u> shall be separately and concurrently considered and, when granted, shall be applied retroactively to the anniversary date as defined in Sec 3.2 <u>and 3.3</u> of the Personnel Rules, <u>irrespective of performance.</u> “</b></p>
Bilingual Allowance	Article 24	<p>Additional Agreement (Non-mandatory)</p> <p>BILINGUAL ALLOWANCE</p> <p>a. Increase basic allowance by <u>\$5</u> per pay period (to <u>\$65</u> per pay period).</p>

Agreement Area(s)	MOU Reference	Proposal
		<p>b. New advanced Spanish Premium: For full-time employees in positions designated by the City Manager who meet the following qualifications, the City paid premium will be an additional <u>\$50</u> each biweekly pay period:</p> <ul style="list-style-type: none"> <li>i. Establish to the satisfaction of the City Manager a complex level of verbal and written proficiency in Spanish as demonstrated by appropriate testing every other year.</li> <li>ii. Upon request, provide complicated written translation from Spanish-to-English and English-to-Spanish and/or act as an informal interpreter for meetings and interviews with Spanish speaking people and/or give presentations or media interviews in Spanish.</li> <li>iii. As the intent of such pay is to have reliable high-level Spanish skills available, the refusal or inability to provide such high-level services during work hours, except as directed by the employee's manager, may result in the loss of advanced premium pay at the discretion of the City Manager.</li> </ul>

No other changes to terms and conditions.

Signature Date: November 16, 2021

For the City:

DocuSigned by:

X Kristy Schmidt

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Kristy Schmidt, Assistant City Manager

DocuSigned by:

X Todd Mitchell

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Todd Mitchell, HR/Risk Manager

For the Union:

DocuSigned by:

X Brian Hiefield

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Brian Hiefield, Associate Planner

DocuSigned by:

X Andy Newkirk

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Andy Newkirk, Senior Planner

DocuSigned by:

X Darryl Schuck

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Darryl Schuck, Executive Director, SEIU Local 620

## **ATTACHMENT 2:**

Amended and Restated Agreement No. 2018-037, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF GOLETA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620**

**REGARDING GENERAL BARGAINING UNIT**

January 1, 2018 to December 31, 2023

This Amended and Restated Agreement includes amendments approved on September 15, 2020 and amendments approved on December 7, 2021

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This MEMORANDUM OF UNDERSTANDING ("MOU") was made and entered into on the fifteenth day of May, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **Local 620 of the Service Employees International Union, Goleta Chapter** (herein referred to as "LOCAL 620" or "UNION") regarding the General Bargaining Unit, and was subsequently amended on September 15, 2020 and is hereby amended and restated on this seventh day of December, 2021.

**WHEREAS**, it is the intent and purpose of this MOU to set forth the parties' full and entire understanding reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment between the employees represented by LOCAL 620 and the CITY. As used herein, the term "employee" means any person regularly employed by the CITY in the General Bargaining Unit and comprised of the classifications reflected as such on the City of Goleta Salary Schedule and Classification Plan.

**WHEREAS**, the CITY, in accordance with provisions of the Meyers-Milias-Brown Act (MMBA) of the State of California, and provisions of Employer-Employee Labor Relations Resolution No. 13-42, recognizes LOCAL 620 as the sole and exclusive representative for the purpose of meeting and conferring on matters of wages, hours, and other terms and conditions of employment for represented employees.

#### **Article 1. TERM OF MOU**

The term of this Agreement shall be from the date it is approved by the Goleta City Council until December 31, 2023, except that it shall continue from year to year thereafter.

- 1.1 Renegotiations in the event either party desires to negotiate a successor Agreement, such party shall serve upon the other during the month of September of the last year in the term of this agreement, its written notice to commence negotiations.
- 1.2 Reopeners (non-monetary) for January 2019 shall be limited to two (2) items old or new. Under the same terms as 1.1 above.
- 1.3 Reopeners for January 2021 shall be limited to three (3) total items old or new, monetary or non-monetary, for each party. Under the same terms as 1.1 above.

#### **Article 2. MANAGEMENT RIGHTS**

The CITY expressly reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions, and authority under federal, state, and municipal law. The City's rights include, but are not limited to, the exclusive right to:

- determine the purpose, functions, and missions of its constituent departments, commissions, and boards;
- set standards of service;
- determine the procedures and standards of selection for employment and

promotion;

- direct its employees and establish work assignments and schedules;
- take disciplinary action for cause;
- 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;
- determine the methods, means and personnel by which government operations are to be conducted;
- determine the allocation of job classifications;
- determine methods of financing;
- determine types of CITY-issued equipment to be used and exercise discretion over its facilities, technology, and organizational structure;
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all CITY functions; and
- take all necessary actions to carry out its purposes and functions in declared emergencies.

The CITY agrees to notify the UNION of any proposal to contract out or transfer work out of the bargaining UNIT, where such contracting out or transfer of work would result in the layoff of UNIT members, or have a substantial and adverse impact on wages, hours or terms and conditions of employment. Provided the UNION makes a timely request to meet and confer, the CITY shall negotiate the negotiable impacts, if any, of such decision on employee's terms and conditions of employment.

### **Article 3.       EMPLOYEE RIGHTS**

The provisions of this MOU shall be applied equally to covered employees without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religious affiliation, genetic characteristics or genetic information, marital status, or UNION membership, or any other basis protected by law.

Employees may elect to exercise their right to join and participate in UNION activities for the purpose of representation in all matters of their working conditions and employer-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.

Discrimination complaints based on UNION membership and/or activity shall be subject to the grievance procedure and non-binding arbitration.

The City of Goleta's Personnel Rules are incorporated by reference into this document and changes to terms and conditions covered therein that are within the scope of bargaining are subject to negotiation between the parties as required by law.



#### **Article 4. MEMBERSHIP DUES/MAINTENANCE OF MEMBERSHIP**

##### Maintenance of Membership

All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during Pay Period 17 annually. The City will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above. Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and the City during the resignation period.

##### Indemnification/Hold Harmless Clause

The Union agrees to fully indemnify and defend the City of Goleta and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any action taken or not taken by or on behalf of the City of Goleta under this Article.

#### **Article 5. STEWARDS/REPRESENTATION**

A. Reasonable Time Off to Meet and Confer - the UNION may select up to three (3) employee members of the UNIT to attend scheduled meetings with CITY representatives, during their normal working hours, for the purpose of meeting and conferring in good faith without loss of pay or any benefits. The UNION shall, whenever practicable, submit the names of all such employee representatives to the CITY's representatives at least two working days in advance of such meetings. Provided further that:

1. No employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other City authorized management official.
2. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.
3. Management will endeavor to schedule such meetings during employees' regular work hours, unless the parties agree to meet outside of the employees' regular work hours.

B. The CITY shall provide, at no cost to the UNION, an electronic copy of each City Council agenda when it is posted. By being provided the agenda, the UNION acknowledges CITY has met its obligation of notification of matters or issues within the scope of representation on the Council Agenda.

C. The CITY authorizes UNION to appoint up to Two (2) "UNION Stewards" and one (1) alternate, any of whom may represent an employee subject to the grievance procedure.

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, upon reasonable notification and approval of the immediate supervisor or his/her designee. The City Manager or his/her designee shall approve employee and/or UNION Steward in investigating and processing a grievance on CITY time, when and to the extent necessary, and shall not unreasonably withhold approval if such steward duties will in no event adversely affect the operational, security, or safety requirements of CITY.

## **Article 6.           USE OF CITY FACILITIES FOR UNIT BUSINESS**

A.    The UNION may, with prior approval of the City Manager or his/her designee, be granted the use of CITY facilities for UNION business meetings with CITY employees, provided space is available. No use fee will be charged.

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

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

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

The 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.

## **Article 7.           DISCIPLINE**

The provisions of Rule 12 DISCIPLINARY ACTIONS of the City of Goleta Personnel Rules are applicable to UNIT employees.

## **Article 8.           GRIEVANCE AND COMPLAINT PROCEDURE**

DEFINITION: A grievance is a formal written allegation by a grievant that has been adversely affected by a violation of specific provisions of this Agreement

PROCEDURE:

Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the immediate supervisor.

Formal Level I: Within 7 days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor, who will have 10 days to render a decision.

Formal Level II: The grievant may appeal to the Department Director within 5 days from receiving the Level II decision.

Formal Level III: The grievant may request Mediation from the State Mediation Service.

## **Article 9. NON-BINDING ARBITRATION**

If a grievant who is a member of the Unit is not satisfied with the outcome of mediation, the grievant may, within fifteen (15) working days after mediation and with the concurrence of the UNION, submit a request in writing to the CITY to proceed to non-binding arbitration. The UNION shall have the right to invoke the non-binding arbitration 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 in this procedure. Non-binding arbitration shall be conducted in accordance with the rules and procedures delineated herein.

A. **Selection of Arbitrator.** The parties shall make a good faith effort to select a mutually acceptable arbitrator. If they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to non-binding arbitration, the parties shall request a list of experienced arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The party who strikes first shall be determined by lot.

Unless the parties agree otherwise, a hearing shall be commenced no later than sixty (60) days from selection of the arbitrator.

B. **Arbitrator's Authority.** Those issues which directly relate to alleged violations of this MOU or CITY ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to non-binding arbitration. Matters for which a separate administrative process is available which provides a remedy for the alleged violation are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by the EEOC or the DFEH, safety complaints under Cal OSHA and OSHA, and workers' compensation matters. The arbitrator will have no power to add to, subtract from, or modify the terms of this MOU, City Ordinances, or the written policies, rules, regulations or procedures of the CITY. The arbitrator however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

C. **Questions Regarding Arbitrability.** If any question arises as to whether the grievance is subject to arbitration under this MOU, such question shall be ruled upon by a different arbitrator.

D. **Decision.** After a hearing and an opportunity to present such closing arguments as may be appropriate, the arbitrator will make a reasonable effort to issue his/her advisory decision within twenty-one (21) days after the conclusion of the hearing. The arbitrator's advisory decision shall be in writing and set forth his/her proposed findings of fact, reasoning and conclusions on the issues submitted. The advisory decision shall be submitted to the City Manager who shall render the final decision and shall have the authority to affirm, modify, or reject the arbitrator's advisory decision. The City Manager's decision shall be final.

E. **Costs.** All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence and any costs for facility for the arbitration shall be shared equally by the parties. All other costs shall be borne by the party incurring them.

## **Article 10. WAGES**

- 10.1 Effective January 1, 2018 (pay period) an across-the-board salary increase of 2%.
- 10.2 Effective January 1, 2019 (pay period) an across-the-board salary increase of 1%.
- 10.3 Effective January 1, 2020 (pay period) an across-the-board salary increase of 3%.
- 10.4 Effective January 2, 2021, an across-the-board salary increase of 2%. To be eligible for retroactive payment of this increase, an employee must be actively employed as of December 7, 2021.

In addition, employees who are actively employed on December 7, 2021 will receive a one-time payment of \$2000 per employee. This payment is not added to the salary schedule, not related to performance and not reportable as special compensation for purposes of the California Public Employees Retirement System (CalPERS). Such one-time payment is intended as reasonable reimbursement for any as-yet unreimbursed COVID-related expenses attributable to the mandatory work from home period (March 2020-July 2021), and as a general recognition of COVID-related service.

- 10.5 Effective January 1, 2022, an across-the-board salary increase of 3%.
- 10.6 Effective April 9, 2022, an across-the-board salary increase equal to the amount by which the year over year percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2022 exceeds three percent, not to exceed an increase of 1%.
- 10.7 Effective January 14, 2023, an across-the-board salary increase of 3%.
- 10.8 Effective April 8, 2023, an across-the-board salary increase equal to the amount by which the year over year percent change in the Consumer Price Index for All

Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2023 exceeds three percent, not to exceed an increase of 1%.

## **Article 11. BENEFITS**

- A. **Health Insurances (Medical, Dental, Vision.)** The CITY agrees to provide employees an annual open enrollment period for insurance. The parties agree that the CITY will pay up to a maximum of \$1,275 per employee per month to be applied to premiums for an employee's choice of medical, dental and/or vision insurance plans offered by the CITY. This contribution will be increased to \$1295 per employee per month effective January 1, 2022 and increased to \$1315 per employee month effective January 1, 2023. The CITY retains full and complete control over the selection, approval and administration of the CITY's group insurance program.

A maximum of \$950 per employee per month may be paid to the employee in lieu of insurance premiums if the employee demonstrates participation in an alternative insurance plan satisfactory to CITY.

Benefit contributions for part-time employees are prorated. Effective January 1, 2022, regular part-time employees authorized at 15 hours per week (0.375 FTE) or more will receive City health benefit contributions and payment in lieu of insurance premiums based on the percent of full-time upon which their regular schedule is based. Eligibility for participation in City employee benefit plans will be based on the terms of the provider contracts.

Retired CalPERS annuitants shall not be eligible for any City benefits other than salary, as required under the CA Government Code.

- B. **Life Insurance.** The CITY shall provide a life insurance program to all members of UNIT with a benefit of one times annual salary.

C. **CALPERS Retirement.**

1. The City shall provide retirement benefits as currently specified under the CITY's contract with the California Public Employees' Retirement System (CalPERS).
2. Effective the December 1<sup>st</sup> immediately prior to the expiration of this Agreement, the City's retirement contribution shall be capped at the rates in effect at the time, subject to change thru negotiation. Employee cost-sharing of the employer rate under this section will be accomplished through the "MOU Method", post-tax and not accomplished through CalPERS, as provided under Government Code 20516(f).
  - a. the calculation for cost sharing effective for each July-June fiscal year will

be the full Estimated Total Employer Contribution as a percent of Projected Payroll (Normal Cost + payment on amortization base) as reflected in the most recent Annual Valuation Report less the comparable full employer rate in effect on the December 1st immediately prior to the expiration of the MOU, if this is greater than zero.

- b. As soon as practicable, upon the request of the Union, City will take necessary steps to implement a contract amendment for cost-sharing through CalPERS as provided under Government Code Section 20516 (a-e), contingent upon the agreement of all employee groups under the miscellaneous plan to participate in such cost-sharing and the results of any necessary employee election.
- 3. Employees employed by the CITY on or before December 31, 2012 and employees hired on or after January 1, 2013, who have less than a six month break in CalPERS covered service or are members of an agency with reciprocity, are provided the following retirement benefits:
  - a. Miscellaneous 2% at 55 benefit formula.
  - b. Employees shall pay the member contribution of 7.0%.
  - c. Final compensation shall be based on single-highest year.
- 4. Employees hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
  - a. Miscellaneous 2% at 62 benefit formula
  - b. Employees shall pay one-half of the total normal cost (for 2014 the rate is 6.25%)
  - c. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
- D. **Long Term Disability Insurance** - City will continue to offer long term disability coverage but will not be responsible for any increases in premiums.
- E. **State Disability Insurance & Paid Family Leave**
  - 1. Within 30 days written notice from the Union to proceed, the City will file an application for elective cover under California State Disability Insurance (SDI) program, including Paid Family Leave (PFL), effective in the current quarter. Upon approval of such application by the state, the City shall withhold required contributions from employee wages and remit those contributions to the state. The employee shall pay all costs associated with these programs. The City will post information about SDI and Paid Family Leave (PFL) benefits and how to apply for SDI or PFL with the State of California Economic Development Department (EDD) on the City's Human Resources website.

2. The City will integrate/coordinate available SDI and PFL benefits with any available paid sick leave (as eligible under sick leave policies), management leave, holiday in-lieu bank, vacation, and/or compensatory time for employees who receive SDI or PFL benefits. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose. Employees on a leave of absence who are eligible to integrate/coordinate their SDI/PFL benefits during the leave of absence must exhaust available leave balances in this manner before being on full unpaid leave. Employees who integrate/coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. The SDI/PFL portion of wage replacement will be treated as unpaid leave.
3. Employees integrating/coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions on a leave of absence only up to the date they would have received such benefits had they not integrated/coordinated SDI/PFL benefits. (For example: If on the first day of the claimed leave a full-time employee had sufficient available leave banks for 8 weeks of paid leave at full-time, 320 hours, then the City's contribution to health insurance will be covered for up to 8 weeks while the employee is coordinating leave banks with SDI/PFL, or for the first 12 weeks of leave if required under the FMLA/CFRA.)"

## **ARTICLE 12. LAYOFF PROCEDURE**

A. Definition: Termination of employment or separation from a position because of lack of funds or lack of work, as determined by the City.

B. Process & Notice: Workers subject to a reduction in force shall be given at least forty-five (45) working days' notice prior to the effective date of the layoff.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches C. and D. below.

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;
3. Limited term employees not in good standing in inverse order of seniority;
4. Limited term employees in good standing in inverse order of seniority;
5. Permanent employees not in good standing in inverse order of seniority;

6. Permanent employees in good standing 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.

"In good standing" for the purposes of this Article shall be defined as employees who are not currently subject to progressive discipline and who have been rated at a minimum of "Acceptable Performance" in his/her last two annual evaluations.

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 {"Good" or "Acceptable Performance"} in his/her last two annual evaluations.
2. If the displacement is to a different class, it must be a class in the same occupational series as determined by the City OR, to a class previously held by the employee as a permanent full-time employee of the City.

D. Re-hire Lists: Laid off employee names are to be placed on 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 such laid-off former employees are 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.

Any notification to laid off former employees will be done by certified mail to the last known address on record.

### **Article 13. UNIT ASSIGNMENTS**

CITY and UNION shall meet and confer concerning appropriate placement of newly created job titles with UNIT.

### **Article 14. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS**

All benefits, terms, and conditions of employment, within the scope of bargaining, enjoyed by employees as of the adoption of this agreement, 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 the parties' mutual written agreement.



## **Article 15. NO STRIKE/ NO LOCKOUT**

The UNION agrees that during the term of this MOU, 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 a picket line of another public employee organization on strike, or to the informational picketing by employees on their own time. The CITY agrees that it will not lock out any of its employees during the term of this MOU.

## **Article 16. MOU IMPLEMENTATION**

Both parties agree that the terms of this MOU supersede provisions of all other practices, resolutions, and rules of the CITY that conflict with provisions of this MOU.

## **Article 17. OBLIGATION TO MEET AND WAIVER CLAUSE**

Except as otherwise expressly provided in this MOU 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 MOU.

## **Article 18. SAVINGS CLAUSE**

Should any provision of this MOU 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 19. EVALUATIONS**

### **A. Frequency**

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate. Employee performance will be evaluated at least one time each year. If the employee performance evaluation is not provided within thirty (30) calendar days of the salary anniversary date, employee will immediately receive a step increase within the salary range applied retroactively to the anniversary date as defined in Sec 3.2 and 3.3 of the Personnel Rules, irrespective of performance.

### **B. Process**

The evaluation of an employee's performance is an ongoing process. Evaluations must be documented in writing. The supervisor(s) will review the evaluation in a private meeting with the employee. The employee shall sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with his or

her supervisor. The employee's signature on the evaluation does not indicate agreement with its contents. The employee will receive a copy of the evaluation after the meeting with the supervisor(s) and a copy of the evaluation will be placed in the employee's personnel file.

C. No Appeal

An employee does not have the right to appeal any matter relating to a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 calendar days after the employee receives the evaluation. The time for submission of a written statement may be extended upon approval of the employee's supervisor.

## **Article 20. HOURS OF WORK/OVERTIME**

### **20.1 POLICY**

Except as provided in the Nine Eighty (9/80), it is the policy of the City that eight (8) hours shall constitute a day's work, and five (5) days shall constitute a week's work, for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet varying needs of the different City departments.

### **20.2 WORK PERIODS**

The work period shall be seven (7) consecutive 24-hour periods. Forty (40) hours shall be worked during this period.

### **20.3 DAILY HOURS OF WORK**

Except as provided in the Nine Eighty (9/80), daily hours of work or shifts for employees within departments shall be assigned by the department directors as required to meet the operational requirements of such departments. The normal work shift for employees is eight (8) hours per day. Employees shall be allowed a 15 minute rest period for every four (4) hours of continuous work. Employees shall be permitted an uncompensated lunch break when working more than six (6) hours.

### **20.4 CHANGE IN WORKING HOURS**

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the department director, and such absence shall be noted in the employee's timeentry.

### **20.5 OVERTIME**

Overtime-eligible employees are not permitted to work overtime except as the department

director authorizes or directs. Overtime-eligible employees directed to work overtime must do so and advanced notice will be given when reasonable. Working overtime without advance approval is grounds for discipline. Overtime is compensated at 1.5 times the employee's regular rate of pay as calculated under the Fair Labor Standards Act. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay.

Vacation, holidays, jury duty and compensatory time off shall not be considered hours worked for purposed of calculating overtime. Although no employee exempt from overtime shall be entitled to any compensation for overtime work, such employees shall receive management leave as specified in the Management Leave section of these Rules.

## 20.6 MANAGEMENT LEAVE

Current members exempt from overtime are entitled to Management Leave in the amount of 80 hours per fiscal year pursuant to Personnel Rule 9.12. Management Leave for any new position which is represented by Unit shall be documented at the time such position is created.

Part-time employees eligible for management leave will receive such leave prorated based on the percent of full-time upon which their regular schedule is based.

## 20.7 9/80 PLAN

- A. Participation in the optional 9/80-work schedule is available to full-time regular employees, subject to department director approval. Employees who participate in the 9/80 work schedule will continue to work eighty (80) hours in a two week pay period, but will do so over nine days instead of the usual ten days. The work schedules for Public Works and field employees will be determined by the appropriate department director, subject to the operational needs of the City.
- 8. City Hall will be open to serve the public daily from 8:00 a.m. to 5:00 p.m., Monday through Thursday and 8:00 a.m. to 12:00 p.m. Friday, excluding recognized holidays and official closures. The typical work day for 9/80 participants will be a nine (9) hour day Monday through Thursday. On alternating Fridays employees will work an eight (8) hour day.
- C. The City recognizes that some employees may require flexibility with their schedules. Exceptions to participation in a 9/80-work schedule shall be recommended by the department director and approved by the Personnel Officer or designee. All exceptions will be evaluated on a case-by-case basis with considerations including, but not limited to, the following: dependent care needs, pursuit of higher education, unique medical condition, traffic and transportation concerns, and special needs of the department. An employee who works a flexible schedule must have documentation in his/her personnel file outlining the specifics of his/her work schedule.

D. The 9/80-work schedule will not affect accrual rates for vacation or sick leave. The number of scheduled work hours during which the employee is absent will be deducted from the appropriate leave accumulation, i.e., sick, vacation, compensatory, etc. For example, an employee taking a two week vacation will have eighty (80) hours of leave deducted (eight nine-hour days plus one eight-hour day). An employee taking a single vacation day or who is absent a full day due to illness will have either eight or nine hours deducted from his/her accrual balance, depending upon the number of hours scheduled to be worked on that particular day.

E. Based upon a 9/80-work schedule, the non-exempt employee work week, for Fair Labor Standards Act (FLSA) and overtime purposes, shall consist of a forty (40) hour period within seven (7) consecutive days. Subject to exceptions as specified, the employee work week ends each Friday at noon. The new work week begins at 12:01. Implementation of the 9/80-work schedule in and of itself should not result in an increase in FLSA overtime.

<b>Week No.1</b>	<b>Monday</b> 7:30-5:30	<b>Tuesday</b> 7:30-5:30	<b>Wednesday</b> 7:30-5:30	<b>Thursday</b> 7:30-5:30	<b>Friday</b> 8:00 :- 12:00	<b>Total Hours</b>
	9 hours	9 hours	9 hours	9 hours	4 hours	<b>40</b>
<b>Week No. 2</b>	<b>Friday</b> (Reflected in Payroll as Saturday) 12:00-4:00	<b>Monday</b> 7:30-5:30	<b>Tuesday</b> 7:30-5:30	<b>Wednesday</b> 7:30-5:30	<b>Thursday</b> 7:30-5:30	<b>Total Hours</b>
	4 hours	9 hours	9 hours	9 hours	9 hours	<b>40</b>

F. Holidays will continue to be compensated at the rate of eight (8) hours of the employee's regular rate of pay. Part-time employees will receive a pro-rated amount of holiday hours based on the number of hours they are scheduled to work in a two-week pay period.

If a holiday observance is on a scheduled 9/80 off day, eight (8) hours of holiday-in-lieu leave will be credited to the employee's holiday accrual balance for use at a later time, subject to advance approval by the department director. All holiday-in-lieu leave must be used by the employee within the fiscal year that it is accrued.

G. If a holiday occurs on a nine (9) hour day, employees must use one (1) hour of leave accrual, such as vacation, floating holiday, holiday-in-lieu, or compensatory time to fulfill the nine (9) hour day.

- H. The City Manager reserves the right to suspend temporarily all or portions of the 9/80-work plan, based on staffing needs and/or emergency considerations.

#### 20.8 STANDBY AND CALLOUT

A. Standby Duty:

1. Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
2. While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
3. Employees participating in Standby Duty shall be compensated at a rate equivalent to one (1) hour of regular pay at the top step of their pay range in the City of Goleta Salary Schedule for each twenty four (24) hour period that they spend on said duty.
4. While performing Standby Duty, employees must remain within a thirty (30) minute response time of the workplace and must have access to transportation at all times.
5. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions of the City of Goleta Alcohol and Drug Policy shall apply to employee's participation in Standby Duty.

#### **Article 21. HOLIDAYS**

A. The following days shall be recognized and observed as paid holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veteran's Day (November 11)
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Eve (December 24)
11. Christmas Day (December 25)
12. New Year's Eve (December 31)
13. One eight-hour floating holiday

- B. Employees shall receive eight (8) hours pay for each of the holidays listed. Part-time employees receive holiday benefits on a pro-rated basis based on number of hours worked.
- C. Whenever a holiday falls on a Saturday, it will be observed the previous Friday. If a holiday falls on a Sunday, it will be observed the following Monday.
- D. If any employee not exempt from overtime works on the day the City observes any of the holidays listed above (excluding the floating holiday), he/she shall be paid for all hours worked at the rate of two (2) times his/her regular rate of pay and shall be granted a different day off in lieu of the holiday, except as provided in the Emergency Call Out Policy.

## **Article 22. BEREAVEMENT LEAVE**

- A. This policy shall apply to full-time probationary and regular employees in all classifications. Part-time employees receive benefits on a pro-rated basis based on number of hours worked.
- B. Bereavement leave is defined as absence from work due to the death in the immediate family, as defined in paragraph E below.
- C. Employees shall earn bereavement leave at the rate of 24 hours per fiscal year. Unused bereavement leave cannot be carried over from one fiscal year to the next. Bereavement leave cannot be cashed out at separation.
- D. In order to receive compensation while on bereavement leave, the employee shall notify his/her supervisor of his/her absence prior to the time for beginning the regular work day, or as soon thereafter as practical.
- E. Immediate family shall be defined as spouse or domestic partner, parent, child, brother, sister, grandparent, uncle, aunt, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee. Exceptions to this definition shall be reviewed and approved by the City Manager in his/her sole discretion.

## **Article 23. EDUCATIONAL ASSISTANCE**

### **23.1 EDUCATIONAL ASSISTANCE FOR TRAINING AND ADVANCEMENT**

The responsibility for developing training programs for employees is with the City Manager and department directors, jointly.

If an employee is entitled to additional compensation by earning a degree, as specified in their job description, it will be the responsibility of the employee to pay all fees for their

courses and upon completing the course and earning a grade of C or better, to submit a cancelled check and receipt for reimbursement of the tuition charges and books.

### **23.2 LICENSES AND CERTIFICATION ASSISTANCE**

The cost of licensing or certification fees, renewal fees, and test fees for all levels of certification or licensing are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the Finance Department. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

### **23.3 TUITION REIMBURSEMENT**

To the extent funding is available, the City shall, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of-\$750 per fiscal year for any degree or certificate program that is beneficial to the City and in accordance with administrative regulations governing this program as determined by the City. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

## **Article 24. BILINGUAL ALLOWANCE**

- A. An employee, whose assignment and duties with the public require the use of bilingual skills in English and Spanish or other language determined by the City Manager or his or her designee to be of benefit to the City, shall be designated by the City Manager or his or her designee to be tested for either verbal or verbal and written proficiency, depending upon the need determined by the City, within 60 days of such designation. Designation of the bilingual language skill is restricted to the actual need of the City. An employee's ability to read, write or speak a language other than English occasionally or in the incidental use of the job shall not warrant a bilingual designation. Employees shall not be required to perform translation services who have not been tested or compensated for such service. An employee who demonstrates bilingual proficiency by passing a verbal examination or a verbal and written examination shall receive compensation of \$60.00 per pay period. Effective December 7, 2021, this amount will be increased to \$65.00 per pay period.
- B. Advanced Spanish Premium: effective December 7, 2021, for full-time employees in positions designated by the City Manager who meet the following qualifications, the City paid premium will be an additional \$50.00 each biweekly pay period:
  - i. Establish to the satisfaction of the City Manager a complex level of verbal

and written proficiency in Spanish as demonstrated by appropriate testing every other year.

- ii. Upon request, provide complicated written translation from Spanish-to-English and English-to-Spanish and/or act as an informal interpreter for meetings and interviews with Spanish speaking people and/or give presentations or media interviews in Spanish.
- iii. As the intent of such pay is to have reliable high-level Spanish skills available, the refusal or inability to provide such high-level services during work hours, except as directed by the employee's manager, may result in the loss of advanced premium pay at the discretion of the City Manager.

## **Article 25. LATENESS AND ABSENTEEISM POLICY**

- A. Unscheduled lateness that becomes a pattern or is excessive will be subject to disciplinary action which could include suspension and discharge.
- B. Employees are required to report unscheduled absence to their supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.
- C. In the case of an emergency an employee is expected to report in (or have someone else do it) as soon as possible.
- D. Employees may be required to bring a note from their doctor after three (3) consecutive days of absence.
- E. Employees suspected of abusing sick leave usage may be required to bring a doctor's note with each day of absence.

Excess absenteeism may be subject to disciplinary action which could include suspension and discharge.

## **Article 26. EMPLOYEE CLASSIFICATION REVIEW REQUESTS**

- A. An employee who believes they are performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis may submit a written request for classification review to the employee's department head. The department head shall act or decline to take action upon the request, with notification to the employee and Human Resources, within 30 calendar days, subject to written appeal within 30 days to the City Manager whose decision shall be final.
- B. If approved, Human Resources shall conduct said classification review and shall issue its findings to the employee and the department head within sixty (60) working days of receipt of the request from the department head. If it is determined by Human Resources that an employee is performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis, the employee will receive acting pay retroactive to the date the employee submitted the classification review request, and it shall be the decision of the department head how



to proceed going forward following the receipt of findings to remedy the working out of classification situation (e.g., stop working the employee out of class, or provide them with acting pay prospectively, or ask Council to reclassify the position, as appropriate). For purposes of this provision “substantial preponderance” shall be interpreted as meaning that, in the Personnel Officer’s professional opinion, the employee is performing 80% or more of the duties of the higher class that are not already duties of the employee’s existing class.

- C. An employee appointed to a temporary acting assignment in a higher classification, as provided under Section 5.3 of the City’s Personnel Rules, will receive acting pay after the employee has served either 10 consecutive days or 30 cumulative working days in a 12-month period in that higher classification. An employee may notify Personnel Officer if they believe they should be eligible for acting pay. If the Personnel Officer agrees, acting pay will be retroactive to the date the person would otherwise have been eligible for such pay

## SIGNATURE PAGE

### FOR THE CITY

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Michelle Greene, City Manager

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Kristy Schmidt, Assistant City Manager

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Todd Mitchell, HR/Risk Manager

Approved as to Form:

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Megan Garibaldi, City Attorney

### FOR THE UNION

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Darryl Scheck, SEIU Local 620

---

Brian Hiefield, Associate Planner

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Andy Newkirk, Senior Planner

### **ATTACHMENT 3:**

Amended and Restated Agreement No. 2018-038, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF GOLETA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620**

**REGARDING MISCELLANEOUS BARGAINING UNIT**

January 1, 2018 to December 31, 2023

This Amended and Restated Agreement includes amendments approved on September 15, 2020 and Amendments Approved on December 7, 2021

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This MEMORANDUM OF UNDERSTANDING ("MOU") was made and entered into the fifteenth day of May, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and Local 620 of the Service Employees International Union, Goleta Chapter (herein referred to as "LOCAL 620" or "UNION") regarding the Miscellaneous Bargaining Unit and was subsequently amended on September 15, 2020 and is hereby amended and restated on this seventh of December, 2021.

**WHEREAS**, it is the intent and purpose of this MOU to set forth the parties' full and entire understanding reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment between the employees represented by LOCAL 620 and the CITY. As used herein, the term "employee" means any person regularly employed by the CITY in the Miscellaneous Bargaining Unit, and comprised of the classifications reflected as such on the City of Goleta Salary Schedule and Classification Plan.

**WHEREAS**, the CITY, in accordance with provisions of the Meyers-Milias-Brown Act (MMBA) of the State of California, and provisions of Employer-Employee Labor Relations Resolution No. 13-42, recognizes LOCAL 620 as the sole and exclusive representative for the purpose of meeting and conferring on matters of wages, hours, and other terms and conditions of employment for represented employees.

#### **Article 1. TERM OF MOU**

The term of this Agreement shall be from the date it is approved by the Goleta City Council until December 31, 2023, except that it shall continue from year to year thereafter.

- 1.1 Renegotiations in the event either party desires to negotiate a successor Agreement, such party shall serve upon the other during the month of September of the last year in the term of this agreement, its written notice to commence negotiations.
- 1.2 Reopeners (non-monetary) for January 2019 shall be limited to two (2) items old or new. Under the same terms as 1.1 above.
- 1.3 Reopeners for January 2021 shall be limited to three (3) total items old or new, monetary or non-monetary, for each party. Under the same terms as 1.1 above.

#### **Article 2. MANAGEMENT RIGHTS**

The CITY expressly reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions, and authority under federal, state, and municipal law. The City's rights include, but are not limited to, the exclusive right to:

- determine the purpose, functions, and missions of its constituent departments, commissions, and boards;
- set standards of service;

- determine the procedures and standards of selection for employment and promotion;
- direct its employees and establish work assignments and schedules;
- take disciplinary action for cause;
- 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;
- determine the methods, means and personnel by which government operations are to be conducted;
- determine the allocation of job classifications;
- determine methods of financing;
- determine types of CITY-issued equipment to be used and exercise discretion over its facilities, technology, and organizational structure;
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all CITY functions; and
- take all necessary actions to carry out its purposes and functions in declared emergencies.

The CITY agrees to notify the UNION of any proposal to contract out or transfer work out of the bargaining UNIT, where such contracting out or transfer of work would result in the layoff of UNIT members, or have a substantial and adverse impact on wages, hours or terms and conditions of employment. Provided the UNION makes a timely request to meet and confer, the CITY shall negotiate the negotiable impacts, if any, of such decision on employee's terms and conditions of employment.

### **Article 3.       EMPLOYEE RIGHTS**

The provisions of this MOU shall be applied equally to covered employees without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religious affiliation, genetic characteristics or genetic information, marital status, or UNION membership, or any other basis protected by law.

Employees may elect to exercise their right to join and participate in **UNION** activities for the purpose of representation in all matters of their working conditions and employer-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.

Discrimination complaints based on UNION membership and/or activity shall be subject to the grievance procedure and non-binding arbitration.

The City of Goleta's Personnel Rules are incorporated by reference into this document and changes to terms and conditions covered therein that are within the scope of bargaining are subject to negotiation between the parties as required by law.



#### **Article 4. MEMBERSHIP DUES/MAINTENANCE OF MEMBERSHIP**

##### Maintenance of Membership

All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during Pay Period 17 annually. The City will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above. Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and the City during the resignation period.

##### Indemnification/Hold Harmless Clause

The Union agrees to fully indemnify and defend the City of Goleta and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any action taken or not taken by or on behalf of the City of Goleta under this Article.

#### **Article 5. STEWARDS/REPRESENTATION**

A. Reasonable Time Off to Meet and Confer - the UNION may select up to three (3) employee members of the UNIT to attend scheduled meetings with CITY representatives, during their normal working hours, for the purpose of meeting and conferring in good faith without loss of pay or any benefits. The UNION shall, whenever practicable, submit the names of all such employee representatives to the CITY's representatives at least two working days in advance of such meetings. Provided further that:

1. No employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other City authorized management official.
2. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.
3. Management will endeavor to schedule such meetings during employees' regular work hours, unless the parties agree to meet outside of the employees' regular work hours.

B. The CITY shall provide, at no cost to the UNION, an electronic copy of each City Council agenda when it is posted. By being provided the agenda, the UNION acknowledges CITY has met its obligation of notification of matters or issues within the scope of representation on the Council Agenda.

C. The CITY authorizes UNION to appoint up to Two (2) "UNION Stewards" and one (1) alternate, any of whom may represent an employee subject to the grievance procedure.

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, upon reasonable notification and approval of the immediate supervisor or his/her designee. The City Manager or his/her designee shall approve employee and/or UNION Steward in investigating and processing a grievance on CITY time, when and to the extent necessary, and shall not unreasonably withhold approval if such steward duties will in no event adversely affect the operational, security, or safety requirements of CITY.

## **Article 6.           USE OF CITY FACILITIES FOR UNIT BUSINESS**

A.   The UNION may, with prior approval of the City Manager or his/her designee, be granted the use of CITY facilities for UNION business meetings with CITY employees, provided space is available. No use fee will be charged.

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

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

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

The 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.

## **Article 7.           DISCIPLINE**

The provisions of Rule 12 DISCIPLINARY ACTIONS of the City of Goleta Personnel Rules are applicable to UNIT employees.

## **Article 8.           GRIEVANCE AND COMPLAINT PROCEDURE**

DEFINITION: A grievance is a formal written allegation by a grievant that has been adversely affected by a violation of specific provisions of this Agreement

PROCEDURE:

Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the immediate supervisor.

Formal Level I: Within 7 days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor, who will have 10 days to render a decision.

Formal Level II: The grievant may appeal to the Department Director within 5 days from receiving the Level II decision.

Formal Level III: The grievant may request Mediation from the State Mediation Service.

## **Article 9. NON-BINDING ARBITRATION**

If a grievant who is a member of the Unit is not satisfied with the outcome of mediation, the grievant may, within fifteen (15) working days after mediation and with the concurrence of the UNION, submit a request in writing to the CITY to proceed to non-binding arbitration. The UNION shall have the right to invoke the non-binding arbitration 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 in this procedure. Non-binding arbitration shall be conducted in accordance with the rules and procedures delineated herein.

A. **Selection of Arbitrator.** The parties shall make a good faith effort to select a mutually acceptable arbitrator. If they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to non-binding arbitration, the parties shall request a list of experienced arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The party who strikes first shall be determined by lot.

Unless the parties agree otherwise, a hearing shall be commenced no later than sixty (60) days from selection of the arbitrator.

B. **Arbitrator's Authority.** Those issues which directly relate to alleged violations of this MOU or CITY ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to non-binding arbitration. Matters for which a separate administrative process is available which provides a remedy for the alleged violation are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by the EEOC or the DFEH, safety complaints under Cal OSHA and OSHA, and workers' compensation matters. The arbitrator will have no power to add to, subtract from, or modify the terms of this MOU, City Ordinances, or the written policies, rules, regulations or procedures of the CITY. The arbitrator however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

C. **Questions Regarding Arbitrability.** If any question arises as to whether the grievance is subject to arbitration under this MOU, such question shall be ruled upon by a different arbitrator.

D. **Decision.** After a hearing and an opportunity to present such closing arguments as may be appropriate, the arbitrator will make a reasonable effort to issue his/her advisory decision within twenty-one (21) days after the conclusion of the hearing. The arbitrator's advisory decision shall be in writing and set forth his/her proposed findings of fact, reasoning and conclusions on the issues submitted. The advisory decision shall be submitted to the City Manager who shall render the final decision and shall have the authority to affirm, modify, or reject the arbitrator's advisory decision. The City Manager's decision shall be final.

E. **Costs.** All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence and any costs for facility for the arbitration shall be shared equally by the parties. All other costs shall be borne by the party incurring them.

## **Article 10. WAGES**

- 10.1 Effective January 1, 2018 (pay period) an across-the-board salary increase of 2%.
- 10.2 Effective January 1, 2019 (pay period) an across-the-board salary increase of 1%.
- 10.3 Effective January 1, 2020 (pay period) an across-the-board salary increase of 3%.
- 10.4 Effective January 2, 2021, an across-the-board salary increase of 2%. To be eligible for retroactive payment of this increase, an employee must be actively employed as of December 7, 2021.  
  
In addition, employees who are actively employed on December 7, 2021 will receive a one-time payment of \$2000 per employee. This payment is not added to the salary schedule, not related to performance and not reportable as special compensation for purposes of the California Public Employees Retirement System (CalPERS). Such one-time payment is intended as reasonable reimbursement for any as-yet unreimbursed COVID-related expenses attributable to the mandatory work from home period (March 2020-July 2021), and as a general recognition of COVID-related service.
- 10.5 Effective January 1, 2022, an across-the-board salary increase of 3%.
- 10.6 Effective April 9, 2022, an across-the-board salary increase equal to the amount by which the year over year percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2022 exceeds three percent, not to exceed an increase of 1%.
- 10.7 Effective January 14, 2023, an across-the-board salary increase of 3%.
- 10.8 Effective April 8, 2023, an across-the-board salary increase equal to the amount by which the year over year percent change in the Consumer Price Index for All

Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2023 exceeds three percent, not to exceed an increase of 1%.

## **Article 11. BENEFITS**

- A. **Health Insurances (Medical, Dental, Vision.)** The CITY agrees to provide employees an annual open enrollment period for insurance. The parties agree that the CITY will pay up to a maximum of \$1,275 per employee per month to be applied to premiums for an employee's choice of medical, dental and/or vision insurance plans offered by the CITY. This will be increased to \$1295 per employee per month effective January 1, 2022 and increased to \$1315 per employee month effective January 1, 2023. The CITY retains full and complete control over the selection, approval and administration of the CITY's group insurance program.

A maximum of \$950 per employee per month may be paid to the employee in lieu of insurance premiums if the employee demonstrates participation in an alternative insurance plan satisfactory to CITY.

Benefit contributions for part-time employees are prorated. Effective January 2, 2022, part-time employees authorized at 15 hours per week (0.375 FTE) or more will receive City health benefit contributions and payment in lieu of insurance premiums based on the percent of full-time upon which their regular schedule is based. Eligibility for participation in City employee benefit plans will be based on the terms of the provider contracts.

Retired CalPERS annuitants shall not be eligible for any City benefits other than salary, as required under the CA Government Code.

- B. **Life Insurance.** The CITY shall provide a life insurance program to all members of UNIT with a benefit of one times annual salary.
- C. **CALPERS Retirement.**
1. The City shall provide retirement benefits as currently specified under the CITY's contract with the California Public Employees' Retirement System (CalPERS).
  2. Effective the December 1<sup>st</sup> prior to the expiration of this Agreement, the City's retirement contribution shall be capped at the rates in effect at the time, subject to change thru negotiation. Employee cost-sharing of the employer rate under this section will be accomplished through the "MOU Method", post-tax and not accomplished through CalPERS, as provided under Government Code 20516(f).  
=  
a. The calculation for cost sharing effective for each July-June fiscal year will be the full Estimated Total Employer Contribution as a percent of Projected Payroll (Normal Cost + payment on amortization base) as reflected in the

most recent Annual Valuation Report less the comparable full employer rate in effect on the December 1st immediately prior to the expiration of the MOU, if this is greater than zero.

- b. As soon as practicable, upon the request of the Union, City will take necessary steps to implement a contract amendment for cost-sharing through CalPERS as provided under Government Code Section 20516 (a-e), contingent upon the agreement of all employee groups under the miscellaneous plan to participate in such cost-sharing and the results of any necessary employee election.
3. Employees employed by the CITY on or before December 31, 2012 and employees hired on or after January 1, 2013, who have less than a six month break in CalPERS covered service or are members of an agency with reciprocity, are provided the following retirement benefits:
    - a. Miscellaneous 2% at 55 benefit formula.
    - b. Employees shall pay the member contribution of 7.0%.
    - c. Final compensation shall be based on single-highest year.
  4. Employed hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
    - a. Miscellaneous 2% at 62 benefit formula
    - b. Employees shall pay one-half of the total normal cost (for 2014 the rate is 6.25%)
    - c. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
- D. **Long Term Disability Insurance** - City will continue to offer long term disability coverage but will not be responsible for any increases in premiums.

E. **State Disability Insurance & Paid Family Leave**

1. Within 30 days written notice from the Union to proceed, the City will file an application for elective cover under California State Disability Insurance (SDI) program, including Paid Family Leave (PFL), effective in the current quarter. Upon approval of such application by the state, the City shall withhold required contributions from employee wages and remit those contributions to the state. The employee shall pay all costs associated with these programs. The City will post information about SDI and Paid Family Leave (PFL) benefits and how to apply for SDI or PFL with the State of California Economic Development Department (EDD) on the City's Human Resources website.

2. The City will integrate/coordinate available SDI and PFL benefits with any available paid sick leave (as eligible under sick leave policies), management leave, holiday in-lieu bank, vacation, and/or compensatory time for employees who receive SDI or PFL benefits. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose. Employees on a leave of absence who are eligible to integrate/coordinate their SDI/PFL benefits during the leave of absence must exhaust available leave balances in this manner before being on full unpaid leave. Employees who integrate/coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. The SDI/PFL portion of wage replacement will be treated as unpaid leave.
3. Employees integrating/coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions on a leave of absence only up to the date they would have received such benefits had they not integrated/coordinated SDI/PFL benefits. (For example: If on the first day of the claimed leave a full-time employee had sufficient available leave banks for 8 weeks of paid leave at full-time, 320 hours, then the City's contribution to health insurance will be covered for up to 8 weeks while the employee is coordinating leave banks with SDI/PFL, or for the first 12 weeks of leave if required under the FMLA/CFRA.)"

## **ARTICLE 12. LAYOFF PROCEDURE**

A. Definition: Termination of employment or separation from a position because of lack of funds or lack of work, as determined by the City.

B. Process & Notice: Workers subject to a reduction in force shall be given at least forty-five (45) working days' notice prior to the effective date of the layoff.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches C. and D. below.

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;
3. Limited term employees not in good standing in inverse order of seniority;
4. Limited term employees in good standing in inverse order of seniority;
5. Permanent employees not in good standing in inverse order of seniority;
6. Permanent employees in good standing 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.

"In good standing" for the purposes of this Article shall be defined as employees who are not currently subject to progressive discipline and who have been rated at a minimum of "Acceptable Performance" in his/her last two annual evaluations.

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 {"Good" or "Acceptable Performance"} in his/her last two annual evaluations.
2. If the displacement is to a different class, it must be a class in the same occupational series as determined by the City OR, to a class previously held by the employee as a permanent full-time employee of the City.

D. Re-hire Lists: Laid off employee names are to be placed on 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 such laid-off former employees are 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.

Any notification to laid off former employees will be done by certified mail to the last known address on record.

### **Article 13. UNIT ASSIGNMENTS**

CITY and UNION shall meet and confer concerning appropriate placement of newly created job titles with UNIT.

### **Article 14. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS**

All benefits, terms, and conditions of employment, within the scope of bargaining, enjoyed by employees as of the adoption of this agreement, 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 the parties' mutual written agreement.

### **Article 15. NO STRIKE/ NO LOCKOUT**



The UNION agrees that during the term of this MOU, 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 a picket line of another public employee organization on strike, or to the informational picketing by employees on their own time. The CITY agrees that it will not lock out any of its employees during the term of this MOU.

#### **Article 16. MOU IMPLEMENTATION**

Both parties agree that the terms of this MOU supersede provisions of all other practices, resolutions, and rules of the CITY that conflict with provisions of this MOU.

#### **Article 17. OBLIGATION TO MEET AND WAIVER CLAUSE**

Except as otherwise expressly provided in this MOU 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 MOU.

#### **Article 18. SAVINGS CLAUSE**

Should any provision of this MOU 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 19. EVALUATIONS**

##### **A. Frequency**

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate. Employee performance will be evaluated at least one time each year. If the employee performance evaluation is not provided within thirty (30) calendar days of the salary anniversary date, employee will immediately receive a step increase within the salary range applied retroactively to the anniversary date as defined in Sec 3.2 and 3.3 of the Personnel Rules, irrespective of performance.

##### **B. Process**

The evaluation of an employee's performance is an ongoing process. Evaluations must be documented in writing. The supervisor(s) will review the evaluation in a private meeting with the employee. The employee shall sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with his or her supervisor. The employee's signature on the evaluation does not indicate agreement

with its contents. The employee will receive a copy of the evaluation after the meeting with the supervisor(s) and a copy of the evaluation will be placed in the employee's personnel file.

C. No Appeal

An employee does not have the right to appeal any matter relating to a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 calendar days after the employee receives the evaluation. The time for submission of a written statement may be extended upon approval of the employee's supervisor.

## **Article 20. HOURS OF WORK/OVERTIME**

### **20.1 POLICY**

Except as provided in the Nine Eighty (9/80), it is the policy of the City that eight (8) hours shall constitute a day's work, and five (5) days shall constitute a week's work, for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet varying needs of the different City departments.

### **20.2 WORK PERIODS**

The work period shall be seven (7) consecutive 24-hour periods. Forty (40) hours shall be worked during this period.

### **20.3 DAILY HOURS OF WORK**

Except as provided in the Nine Eighty (9/80), daily hours of work or shifts for employees within departments shall be assigned by the department directors as required to meet the operational requirements of such departments. The normal work shift for employees is eight (8) hours per day. Employees shall be allowed a 15 minute rest period for every four (4) hours of continuous work. Employees shall be permitted an uncompensated lunch break when working more than six (6) hours.

### **20.4 CHANGE IN WORKING HOURS**

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the department director, and such absence shall be noted in the employee's timeentry.

### **20.5 OVERTIME**

Overtime-eligible employees are not permitted to work overtime except as the department director authorizes or directs. Overtime-eligible employees directed to work overtime must

do so and advanced notice will be given when reasonable. Working overtime without advance approval is grounds for discipline. Overtime is compensated at 1.5 times the employee's regular rate of pay as calculated under the Fair Labor Standards Act. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay.

Vacation, holidays, jury duty and compensatory time off shall not be considered hours worked for purposes of calculating overtime. Although no employee exempt from overtime shall be entitled to any compensation for overtime work, such employees shall receive management leave as specified in the Management Leave section of these Rules.

## 20.6 MANAGEMENT LEAVE

Current members exempt from overtime are entitled to Management Leave in the amount of 80 hours per fiscal year pursuant to Personnel Rule 9.12. Management Leave for any new position which is represented by Unit shall be documented at the time such position is created.

Part-time employees eligible for management leave will receive such leave prorated based on the percent of full-time upon which their regular schedule is based.

## 20.7 9/80 PLAN

- A. Participation in the optional 9/80-work schedule is available to full-time regular employees, subject to department director approval. Employees who participate in the 9/80 work schedule will continue to work eighty (80) hours in a two week pay period, but will do so over nine days instead of the usual ten days. The work schedules for Public Works and field employees will be determined by the appropriate department director, subject to the operational needs of the City.
- 8. City Hall will be open to serve the public daily from 8:00 a.m. to 5:00 p.m., Monday through Thursday and 8:00 a.m. to 12:00 p.m. Friday, excluding recognized holidays and official closures. The typical work day for 9/80 participants will be a nine (9) hour day Monday through Thursday. On alternating Fridays employees will work an eight (8) hour day.
- C. The City recognizes that some employees may require flexibility with their schedules. Exceptions to participation in a 9/80-work schedule shall be recommended by the department director and approved by the Personnel Officer or designee. All exceptions will be evaluated on a case-by-case basis with considerations including, but not limited to, the following: dependent care needs, pursuit of higher education, unique medical condition, traffic and transportation concerns, and special needs of the department. An employee who works a flexible schedule must have documentation in his/her personnel file outlining the specifics of his/her work schedule.

D. The 9/80-work schedule will not affect accrual rates for vacation or sick leave. The number of scheduled work hours during which the employee is absent will be deducted from the appropriate leave accumulation, i.e., sick, vacation, compensatory, etc. For example, an employee taking a two week vacation will have eighty (80) hours of leave deducted (eight nine-hour days plus one eight-hour day). An employee taking a single vacation day or who is absent a full day due to illness will have either eight or nine hours deducted from his/her accrual balance, depending upon the number of hours scheduled to be worked on that particular day.

E. Based upon a 9/80-work schedule, the non-exempt employee work week, for Fair Labor Standards Act (FLSA) and overtime purposes, shall consist of a forty (40) hour period within seven (7) consecutive days. Subject to exceptions as specified, the employee work week ends each Friday at noon. The new work week begins at 12:01. Implementation of the 9/80-work schedule in and of itself should not result in an increase in FLSA overtime.

<b>Week No.1</b>	<b>Monday</b> 7:30-5:30	<b>Tuesday</b> 7:30-5:30	<b>Wednesday</b> 7:30-5:30	<b>Thursday</b> 7:30-5:30	<b>Friday</b> 8:00 :-12:00	<b>Total Hours</b>
	9 hours	9 hours	9 hours	9 hours	4 hours	<b>40</b>
<b>Week No. 2</b>	<b>Friday</b> (Reflected in Payroll as Saturday)  12:00-4:00	<b>Monday</b> 7:30-5:30	<b>Tuesday</b> 7:30-5:30	<b>Wednesday</b> 7:30-5:30	<b>Thursday</b> 7:30-5:30	<b>Total Hours</b>
	4 hours	9 hours	9 hours	9 hours	9 hours	<b>40</b>

F. Holidays will continue to be compensated at the rate of eight (8) hours of the employee's regular rate of pay. Part-time employees will receive a pro-rated amount of holiday hours based on the number of hours they are scheduled to work in a two-week pay period.

If a holiday observance is on a scheduled 9/80 off day, eight (8) hours of holiday-in-lieu leave will be credited to the employee's holiday accrual balance for use at a later time, subject to advance approval by the department director. All holiday-in-lieu leave must be used by the employee within the fiscal year that it is accrued.

G. If a holiday occurs on a nine (9) hour day, employees must use one (1) hour of leave accrual, such as vacation, floating holiday, holiday-in-lieu, or compensatory time to fulfill the nine (9) hour day.

- H. The City Manager reserves the right to suspend temporarily all or portions of the 9/80-work plan, based on staffing needs and/or emergency considerations.

## 20.8 STANDBY AND CALLOUT

A. Standby Duty:

1. Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
2. While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
3. Employees participating in Standby Duty shall be compensated at a rate equivalent to one (1) hour of regular pay at the top step of their pay range in the City of Goleta Salary Schedule for each twenty four (24) hour period that they spend on said duty.
4. While performing Standby Duty, employees must remain within a thirty (30) minute response time of the workplace and must have access to transportation at all times.
5. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions of the City of Goleta Alcohol and Drug Policy shall apply to employee's participation in Standby Duty.

## **Article 21. HOLIDAYS**

A. The following days shall be recognized and observed as paid holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veteran's Day (November 11)
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Eve (December 24)
11. Christmas Day (December 25)
12. New Year's Eve (December 31)
13. One eight-hour floating holiday

- B. Employees shall receive eight (8) hours pay for each of the holidays listed. Part-time employees receive holiday benefits on a pro-rated basis based on number of hours worked.
- C. Whenever a holiday falls on a Saturday, it will be observed the previous Friday. If a holiday falls on a Sunday, it will be observed the following Monday.
- D. If any employee not exempt from overtime works on the day the City observes any of the holidays listed above (excluding the floating holiday), he/she shall be paid for all hours worked at the rate of two (2) times his/her regular rate of pay and shall be granted a different day off in lieu of the holiday, except as provided in the Emergency Call Out Policy.

## **Article 22. BEREAVEMENT LEAVE**

- A. This policy shall apply to full-time probationary and regular employees in all classifications. Part-time employees receive benefits on a pro-rated basis based on number of hours worked.
- B. Bereavement leave is defined as absence from work due to the death in the immediate family, as defined in paragraph E below.
- C. Employees shall earn bereavement leave at the rate of 24 hours per fiscal year. Unused bereavement leave cannot be carried over from one fiscal year to the next. Bereavement leave cannot be cashed out at separation.
- D. In order to receive compensation while on bereavement leave, the employee shall notify his/her supervisor of his/her absence prior to the time for beginning the regular work day, or as soon thereafter as practical.
- E. Immediate family shall be defined as spouse or domestic partner, parent, child, brother, sister, grandparent, uncle, aunt, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee. Exceptions to this definition shall be reviewed and approved by the City Manager in his/her sole discretion.

## **Article 23. EDUCATIONAL ASSISTANCE**

### **23.1 EDUCATIONAL ASSISTANCE FOR TRAINING AND ADVANCEMENT**

The responsibility for developing training programs for employees is with the City Manager and department directors, jointly.

If an employee is entitled to additional compensation by earning a degree, as specified in their job description, it will be the responsibility of the employee to pay all fees for their

courses and upon completing the course and earning a grade of C or better, to submit a cancelled check and receipt for reimbursement of the tuition charges and books.

### **23.2 LICENSES AND CERTIFICATION ASSISTANCE**

The cost of licensing or certification fees, renewal fees, and test fees for all levels of certification or licensing are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the Finance Department. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

### **23.3 TUITION REIMBURSEMENT**

To the extent funding is available, the City shall, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of-\$750 per fiscal year for any degree or certificate program that is beneficial to the City and in accordance with administrative regulations governing this program as determined by the City. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

## **Article 24. BILINGUAL ALLOWANCE**

- A. An employee, whose assignment and duties with the public require the use of bilingual skills in English and Spanish or other language determined by the City Manager or his or her designee to be of benefit to the City, shall be designated by the City Manager or his or her designee to be tested for either verbal or verbal and written proficiency, depending upon the need determined by the City, within 60 days of such designation. Designation of the bilingual language skill is restricted to the actual need of the City. An employee's ability to read, write or speak a language other than English occasionally or in the incidental use of the job shall not warrant a bilingual designation. Employees shall not be required to perform translation services who have not been tested or compensated for such service. An employee who demonstrates bilingual proficiency by passing a verbal examination or a verbal and written examination shall receive compensation of \$60.00 per pay period. Effective December 7, 2021, this amount will be increased to \$65.00 per pay period.
- B. Advanced Spanish Premium: Effective December 7, 2021, for full-time employees in positions designated by the City Manager who meet the following qualifications, the City paid premium will be an additional \$50.00 each biweekly pay period:
  - i. Establish to the satisfaction of the City Manager a complex level of verbal

and written proficiency in Spanish as demonstrated by appropriate testing every other year.

- ii. Upon request, provide complicated written translation from Spanish-to-English and English-to-Spanish and/or act as an informal interpreter for meetings and interviews with Spanish speaking people and/or give presentations or media interviews in Spanish.
- iii. As the intent of such pay is to have reliable high-level Spanish skills available, the refusal or inability to provide such high-level services during work hours, except as directed by the employee's manager, may result in the loss of advanced premium pay at the discretion of the City Manager.

## **Article 25. LATENESS AND ABSENTEEISM POLICY**

- A. Unscheduled lateness that becomes a pattern or is excessive will be subject to disciplinary action which could include suspension and discharge.
- B. Employees are required to report unscheduled absence to their supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.
- C. In the case of an emergency an employee is expected to report in (or have someone else do it) as soon as possible.
- D. Employees may be required to bring a note from their doctor after three (3) consecutive days of absence.
- E. Employees suspected of abusing sick leave usage may be required to bring a doctor's note with each day of absence.

Excess absenteeism may be subject to disciplinary action which could include suspension and discharge.

## **Article 26. EMPLOYEE CLASSIFICATION REVIEW REQUESTS**

- A. An employee who believes they are performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis may submit a written request for classification review to the employee's department head. The department head shall act or decline to take action upon the request, with notification to the employee and Human Resources, within 30 calendar days, subject to written appeal within 30 days to the City Manager whose decision shall be final.
- B. If approved, Human Resources shall conduct said classification review and shall issue its findings to the employee and the department head within sixty (60) working days of receipt of the request from the department head. If it is determined by Human Resources that an employee is performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis, the employee will receive acting pay retroactive to the date the employee submitted the classification review request, and it shall be the decision of the department head how to proceed going



forward following the receipt of findings to remedy the working out of classification situation (e.g., stop working the employee out of class, or provide them with acting pay prospectively, or ask Council to reclassify the position, as appropriate). For purposes of this provision “substantial preponderance” shall be interpreted as meaning that, in the Personnel Officer’s professional opinion, the employee is performing 80% or more of the duties of the higher class that are not already duties of the employee’s existing class.

- C. An employee appointed to a temporary acting assignment in a higher classification, as provided under Section 5.3 of the City’s Personnel Rules, will receive acting pay after the employee has served either 10 consecutive days or 30 cumulative working days in a 12-month period in that higher classification. An employee may notify Personnel Officer if they believe they should be eligible for acting pay. If the Personnel Officer agrees, acting pay will be retroactive to the date the person would otherwise have been eligible for such pay.

**SIGNATURE PAGE**

**FOR THE CITY**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Kristy Schmidt, Assistant City Manager

\_\_\_\_\_  
Todd Mitchell, HR/Risk Manager

Approved as to Form:

\_\_\_\_\_  
Megan Garibaldi, City Attorney

**FOR THE UNION**

\_\_\_\_\_  
Darryl Scheck, SEIU Local 620

\_\_\_\_\_  
Brian Hiefield, Associate Planner

\_\_\_\_\_  
Andy Newkirk, Senior Planner

#### **ATTACHMENT 4:**

Resolution No. 21-\_\_ entitled “A Resolution of the City Council of the City of Goleta, California Amending the City of Goleta Salary Schedule and Classification Plan For Fiscal Years 2021/22 and 2022/23, Amending the Personnel Rules, and Approving Certain Future Salary and Fringe Benefit Increases.”

**RESOLUTION NO. 21-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, AMENDING THE CITY OF GOLETA SALARY SCHEDULE AND CLASSIFICATION PLAN FOR FISCAL YEARS 2021/22 AND 2022/23, AMENDING THE PERSONNEL RULES, AND APPROVING CERTAIN FUTURE SALARY AND FRINGE BENEFIT INCREASES.**

**WHEREAS**, on March 3, 2015 the City Council adopted the City of Goleta Personnel Rules via Resolution No. 15-09, which were subsequently amended via Resolution No. 15-36, Resolution No 20-57, and Resolution No. 20-71; and

**WHEREAS**, the Section 2.1 of the City of Goleta Personnel Rules specifies that the Personnel Officer shall recommend and maintain a classification/compensation plan for all positions in the City service; and

**WHEREAS**, the City Manager recommended appropriations for the City of Goleta Operating and CIP Budget for Fiscal Year 2021/22 and Fiscal Year 2022/23, which included a schedule of authorized positions, personnel classifications, and compensation ranges; and

**WHEREAS**, on June 15, 2021, the City Council adopted said recommended authorized positions and appropriations for the City of Goleta Operating and CIP Budget for Fiscal Year 2021/22 and Fiscal Year 2022/23; and

**WHEREAS**, on July 20, 2021 and on November 16, 2021, the City Council adopted amendments to the City of Goleta Schedule of authorized positions and the City of Goleta Salary Schedule and Classification Plan for Fiscal Years 2021/22 and 2022/23; and

**WHEREAS**, on December 7, 2021, the City Council approved and authorized the City Manager to execute Amended and Restated Agreement Nos. 18-037 and 180-038, the Memoranda of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit and Miscellaneous Bargaining Unit, respectively, and wishes to reflect these changes in the salary schedules and Personnel Rules; and

**WHEREAS**, the City Council wishes to provide similar changes to the wages, benefits, and other terms and conditions of employment for unrepresented employees and to reflect these changes in the salary schedules and Personnel Rules.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:**

### **SECTION 1.**

The City of Goleta Salary Schedule and Classification Plan is hereby amended as included herein as Exhibit A for Fiscal Year 2021/22, to provide a salary increase for certain positions retroactive to January 2, 2021. To be eligible to receive a retroactive pay adjustment, an employee must be actively employed by the City of Goleta on the date of adoption of this Resolution.

### **SECTION 2.**

The City of Goleta Salary Schedule and Classification Plan is amended effective January 1, 2022 to include an additional salary increase for certain positions, as included herein as Exhibit B and Exhibit C, respectively, for Fiscal Year 2021/22 and Fiscal Year 2023/23.

### **SECTION 3.**

Additional future salary increases are hereby approved for unrepresented confidential, management and executive employees, with the exception of the City Manager, as follows:

Effective April 9, 2022, an across-the-board salary increase, if the year over year change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2022 exceeds 3%, equal to the amount by which that change exceeds 3%, not to exceed an increase of 1%.

Effective January 14, 2023, an across-the-board salary increase of 3%.

Effective April 8, 2023, an across-the-board salary increase, if the year over year change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2023 exceeds 3%, equal to the amount by which that change exceeds 3%, not to exceed an increase of 1%.

### **SECTION 4.**

A one-time payment is hereby approved for unrepresented confidential, management and executive employees, with the exception of the City Manager, as follows:

\$2000.00 per employee employed as of the date of adoption of this Resolution, not added to the salary schedule, not related to performance and not reportable as special compensation for purposes of the California Public Employees Retirement System (CalPERS). Such one-time payment is intended as reasonable reimbursement for any as-yet unreimbursed COVID-related expenses attributable to the mandatory work from home period (March 2020-July 2021), and as a general recognition of COVID-related service.

**SECTION 5.**

An increase is hereby approved to the flexible benefit allowance for medical, dental and vision insurance for unrepresented confidential, management and executive employees, including the City Manager, as follows:

Effective January 1, 2022, increase from \$1275.00 to \$1295.00 per month  
Effective January 1, 2023, increase from \$1295.00 to \$1315.00 per month

Benefit contributions for part-time employees are prorated. Effective January 1, 2022, regular part-time employees authorized at 15 hours per week (0.375 FTE) or more will receive City health benefit contributions and payment in lieu of insurance premiums based on the percent of full-time upon which their regular schedule is based. Eligibility for participation in City employee benefit plans will be based on the terms of the provider contracts.

**SECTION 6.**

The City of Goleta Personnel Rules are hereby amended as reflected in Attachment D.

**SECTION 7.**

The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

\_\_\_\_\_  
MEGAN GARIBALDI  
CITY ATTORNEY

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA    )  
CITY OF GOLETA                 )       ss.

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO  
HEREBY CERTIFY that the foregoing Resolution No. 21-\_\_\_\_ was duly adopted by  
the City Council of the City of Goleta at a regular meeting held on the 20<sup>th</sup> day of  
July, 2021, by the following vote of the Council:

AYES:       COUNCILMEMBERS

NOES:       COUNCILMEMBERS

ABSENT:     COUNCILMEMBERS

(SEAL)

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2021-22**

<b>CLASSIFICATION TITLE</b>	<b>GRADE NO.</b>	<b>CATEGORY B.U. / FLSA</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
City Hall Receptionist	100	<b>G / NE</b>	HOURLY	19.73	20.72	21.75	22.84	23.98	25.18
			BI-WEEKLY	1,579	1,657	1,740	1,827	1,919	2,015
			MONTHLY	3,420	3,591	3,771	3,959	4,157	4,365
			ANNUAL	41,042	43,094	45,249	47,512	49,887	52,381
Maintenance Worker I	101	<b>G / NE</b>	HOURLY	20.92	21.96	23.06	24.21	25.42	26.69
Records Technician/Recording Clerk		<b>G / NE</b>	BI-WEEKLY	1,673	1,757	1,845	1,937	2,034	2,136
Library Assistant I		<b>G / NE</b>	MONTHLY	3,625	3,807	3,997	4,197	4,407	4,627
			ANNUAL	43,505	45,680	47,964	50,362	52,880	55,524
Maintenance Worker II	102	<b>G / NE</b>	HOURLY	22.38	23.50	24.67	25.91	27.20	28.56
Office Specialist		<b>G / NE</b>	BI-WEEKLY	1,790	1,880	1,974	2,073	2,176	2,285
Library Assistant II		<b>G / NE</b>	MONTHLY	3,879	4,073	4,277	4,491	4,715	4,951
			ANNUAL	46,550	48,878	51,321	53,888	56,582	59,411
Senior Office Specialist	103	<b>G / NE</b>	HOURLY	23.95	25.14	26.40	27.72	29.11	30.56
Library Technician		<b>G / NE</b>	BI-WEEKLY	1,916	2,012	2,112	2,218	2,329	2,445
			MONTHLY	4,151	4,358	4,576	4,805	5,045	5,297
			ANNUAL	49,809	52,299	54,914	57,660	60,543	63,570
Accounting Specialist	104	<b>G / NE</b>	HOURLY	25.86	27.16	28.51	29.94	31.44	33.01
Permit Technician		<b>G / NE</b>	BI-WEEKLY	2,069	2,172	2,281	2,395	2,515	2,641
Senior Library Technician		<b>G / E</b>	MONTHLY	4,483	4,707	4,942	5,189	5,449	5,721
Facilities Maintenance Technician		<b>G / NE</b>	ANNUAL	53,793	56,483	59,307	62,272	65,386	68,655
Administrative Assistant	105	<b>G(*) / NE</b>	HOURLY	27.93	29.33	30.79	32.33	33.95	35.65
Lead Maintenance Worker		<b>G / NE</b>	BI-WEEKLY	2,234	2,346	2,464	2,587	2,716	2,852
Public Affairs Assistant		<b>G / NE</b>	MONTHLY	4,841	5,083	5,338	5,605	5,885	6,179
Librarian I		<b>M / NE</b>	ANNUAL	58,097	61,002	64,052	67,254	70,617	74,148
Assistant Engineering Technician		<b>G / NE</b>							
Public Works Supervisor	106	<b>M / NE</b>	HOURLY	30.17	31.67	33.26	34.92	36.67	38.50
Librarian II		<b>M / NE</b>	BI-WEEKLY	2,413	2,534	2,661	2,794	2,933	3,080
Associate Engineering Technician		<b>G / NE</b>	MONTHLY	5,229	5,490	5,765	6,053	6,356	6,673
			ANNUAL	62,745	65,882	69,176	72,635	76,266	80,080
Assistant Planner	107	<b>G / NE</b>	HOURLY	32.58	34.21	35.92	37.71	39.60	41.58
Legal Office Assistant		<b>C / NE</b>	BI-WEEKLY	2,606	2,737	2,873	3,017	3,168	3,326
Management Assistant		<b>G(*) / NE</b>	MONTHLY	5,647	5,929	6,226	6,537	6,864	7,207
Senior Engineering Technician		<b>G / NE</b>	ANNUAL	67,764	71,152	74,710	78,445	82,368	86,486
Accountant	108	<b>G(*) / NE</b>	HOURLY	35.19	36.94	38.79	40.73	42.77	44.91
Budget Analyst		<b>C / NE</b>	BI-WEEKLY	2,815	2,956	3,103	3,259	3,421	3,592
Code Compliance Officer		<b>G / NE</b>	MONTHLY	6,099	6,404	6,724	7,060	7,413	7,784
Deputy City Clerk		<b>M / E</b>	ANNUAL	73,185	76,844	80,687	84,721	88,957	93,405
Executive Assistant		<b>C / E</b>							
Public Works Inspector		<b>G / NE</b>							
Assistant Engineer*	109	<b>G / NE</b>	HOURLY	38.00	39.90	41.90	43.99	46.19	48.50
Emergency Services Coordinator		<b>G / E</b>	BI-WEEKLY	3,040	3,192	3,352	3,519	3,695	3,880
Human Resources Analyst		<b>C / E</b>	MONTHLY	6,587	6,916	7,262	7,625	8,006	8,406
Human Resources Analyst/DEI Officer		<b>C / E</b>	ANNUAL	79,040	82,992	87,142	91,499	96,074	100,877
Management Analyst		<b>M(*) / E</b>							
Environmental Services Specialist		<b>M / NE</b>							
Associate Planner	110	<b>G / NE</b>	HOURLY	41.04	43.09	45.25	47.51	49.88	52.38
Senior Legal Analyst		<b>C / E</b>	BI-WEEKLY	3,283	3,447	3,620	3,801	3,991	4,190
			MONTHLY	7,114	7,469	7,843	8,235	8,647	9,079
			ANNUAL	85,363	89,631	94,113	98,819	103,760	108,947
Associate Engineer**	111	<b>G / NE</b>	HOURLY	44.32	46.54	48.87	51.31	53.88	56.57
Supervising Librarian		<b>M / E</b>	BI-WEEKLY	3,546	3,723	3,909	4,105	4,310	4,526
			MONTHLY	7,683	8,067	8,470	8,894	9,338	9,805
			ANNUAL	92,192	96,802	101,642	106,724	112,060	117,663
Environmental Services Coordinator	112	<b>M / E</b>	HOURLY	47.87	50.26	52.78	55.41	58.19	61.09
Senior Management Analyst		<b>C / E</b>	BI-WEEKLY	3,830	4,021	4,222	4,433	4,655	4,888
Project Manager		<b>M / E</b>	MONTHLY	8,297	8,712	9,148	9,605	10,085	10,590
Public Information Officer		<b>C / E</b>	ANNUAL	99,568	104,546	109,773	115,262	121,025	127,076
Senior Planner		<b>M / E</b>							
Sustainability Coordinator		<b>M / E</b>							
Senior Housing Analyst		<b>M / E</b>							

Effective: January 2, 2021  
Revised: December 7, 2021  
July 1, 2021  
February 18, 2020  
January 4, 2020  
December 3, 2019  
July 6, 2019  
January 5, 2019



**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2021-22**

**Category or Bargaining Unit**

C = Confidential

G = General Unit

M = Miscellaneous Unit

M/M = Mid-Management

M/C = Conf. Management

E = Executive Management

\* May be confidential, depending on assignment

**Fair Labor Standards Act Classification**

NE = Non Exempt from overtime

E = Exempt from overtime

<b>CLASSIFICATION TITLE</b>	<b>GRADE NO.</b>	<b>CATEGORY B.U./FLSA</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Accounting Manager	113	<b>M/C / E</b>	HOURLY	52.18	54.79	57.53	60.40	63.42	66.59
Community Relations Manager		<b>M/C / E</b>	BI-WEEKLY	4,174	4,383	4,602	4,832	5,074	5,327
Economic Development Coord.		<b>M / E</b>	MONTHLY	9,044	9,496	9,971	10,470	10,993	11,543
HR / Risk Manager		<b>M/C / E</b>	ANNUAL	108,529	113,955	119,653	125,636	131,917	138,513
Parks and Recreation Manager		<b>M/M / E</b>							
Library Services Manager		<b>M/M / E</b>							
Assistant to the City Manager		<b>M/C / E</b>							
Senior Engineer		<b>M / E</b>							
Sustainability Manager		<b>M/M / E</b>							
Deputy City Attorney	114	<b>C / E</b>	HOURLY	56.87	59.72	62.70	65.84	69.13	72.59
Supervising Senior Planner		<b>M / E</b>	BI-WEEKLY	4,550	4,777	5,016	5,267	5,530	5,807
			MONTHLY	9,858	10,351	10,868	11,412	11,982	12,582
			ANNUAL	118,296	124,211	130,422	136,943	143,790	150,979
City Clerk	115	<b>E - E</b>	HOURLY	61.99	65.09	68.35	71.76	75.35	79.12
Planning Manager		<b>M/M / E</b>	BI-WEEKLY	4,959	5,207	5,468	5,741	6,028	6,330
Principal Civil Engineer		<b>M/M / E</b>	MONTHLY	10,745	11,283	11,847	12,439	13,061	13,714
Public Works Manager		<b>M/M / E</b>	ANNUAL	128,943	135,390	142,160	149,268	156,731	164,568
<i>Senior Project Engineer - grandfathered class</i>		<b>M - E</b>							
Principal Project Manager		<b>M/M / E</b>							
Parks and Open Space Manager		<b>M/M / E</b>							
Deputy Public Works Director	116	<b>M/M / E</b>	HOURLY	67.57	70.95	74.50	78.22	82.13	86.24
Library Director (Asst. Neighborhood Services Director)		<b>M/M / E</b>	BI-WEEKLY	5,406	5,676	5,960	6,258	6,571	6,899
			MONTHLY	11,712	12,298	12,913	13,558	14,236	14,948
			ANNUAL	140,548	147,575	154,954	162,702	170,837	179,379
Assistant City Attorney	117	<b>E / E</b>	HOURLY	73.65	77.34	81.20	85.26	89.53	94.00
Finance Director		<b>E / E</b>	BI-WEEKLY	5,892	6,187	6,496	6,821	7,162	7,520
Neighborhood Services Director		<b>E / E</b>	MONTHLY	12,766	13,405	14,075	14,779	15,518	16,294
General Services Director		<b>E / E</b>	ANNUAL	153,197	160,857	168,900	177,345	186,212	195,523
Public Works Director***	118	<b>E / E</b>	HOURLY	80.28	84.30	88.51	92.94	97.58	102.46
Planning & Environmental Review Director <sup>1</sup>		<b>E / E</b>	BI-WEEKLY	6,422	6,744	7,081	7,435	7,807	8,197
			MONTHLY	13,915	14,611	15,342	16,109	16,914	17,760
			ANNUAL	166,985	175,334	184,101	193,306	202,971	213,120
Assistant City Manager	119	<b>E / E</b>	HOURLY	84.30	88.51	92.94	97.58	102.46	107.58
			BI-WEEKLY	6,744	7,081	7,435	7,807	8,197	8,607
			MONTHLY	14,611	15,342	16,109	16,914	17,760	18,648
			ANNUAL	175,334	184,101	193,306	202,971	213,120	223,776
City Manager			ANNUAL	267,883	(eff. 10/23/21)				

<sup>1</sup> Title Under Review

\*If certified as an Engineer-in-Training (EIT) in the State of California, this position will receive a 5% pay differential at each step.

\*\*If registered as Civil Engineer in the State of California, this position will receive a 5% pay differential at each step.

\*\*\*If also serving as City Engineer, this position will receive a 5% pay differential at each step.

**Category**

C = Confidential

G = General Unit

M = Miscellaneous Unit

M/M = Mid-Management

M/C = Conf. Management

E = Executive Management

\* May be confidential, depending on assignment

**Fair Labor Standards Act Classification**

NE = Non Exempt from overtime

E = Exempt from overtime

Effective: January 2, 2021  
Revised: December 7, 2021  
July 1, 2021  
February 18, 2020  
January 4, 2020  
December 3, 2019  
July 6, 2019  
January 5, 2019

**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2021-22**

<b>CLASSIFICATION TITLE</b>	<b>GRADE NO.</b>	<b>CATEGORY B.U. / FLSA</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
City Hall Receptionist	100	<b>G / NE</b>	HOURLY	20.32	21.34	22.41	23.53	24.70	25.94
			BI-WEEKLY	1,626	1,707	1,793	1,882	1,976	2,075
			MONTHLY	3,523	3,699	3,884	4,078	4,282	4,496
			ANNUAL	42,274	44,387	46,607	48,937	51,384	53,953
Maintenance Worker I	101	<b>G / NE</b>	HOURLY	21.54	22.62	23.75	24.94	26.19	27.50
Records Technician/Recording Clerk		<b>G / NE</b>	BI-WEEKLY	1,723	1,810	1,900	1,995	2,095	2,200
Library Assistant I		<b>G / NE</b>	MONTHLY	3,734	3,921	4,117	4,323	4,539	4,766
			ANNUAL	44,810	47,050	49,403	51,873	54,467	57,190
Maintenance Worker II	102	<b>G / NE</b>	HOURLY	23.05	24.20	25.41	26.68	28.02	29.42
Office Specialist		<b>G / NE</b>	BI-WEEKLY	1,844	1,936	2,033	2,135	2,242	2,354
Library Assistant II		<b>G / NE</b>	MONTHLY	3,996	4,195	4,405	4,625	4,857	5,099
			ANNUAL	47,947	50,344	52,861	55,504	58,279	61,193
Senior Office Specialist	103	<b>G / NE</b>	HOURLY	24.66	25.90	27.19	28.55	29.98	31.48
Library Technician		<b>G / NE</b>	BI-WEEKLY	1,973	2,072	2,175	2,284	2,398	2,518
			MONTHLY	4,275	4,489	4,713	4,949	5,197	5,456
			ANNUAL	51,303	53,868	56,561	59,389	62,359	65,477
Accounting Specialist	104	<b>G / NE</b>	HOURLY	26.64	27.97	29.37	30.84	32.38	34.00
Permit Technician		<b>G / NE</b>	BI-WEEKLY	2,131	2,238	2,349	2,467	2,590	2,720
Senior Library Technician		<b>G / E</b>	MONTHLY	4,617	4,848	5,091	5,345	5,612	5,893
Facilities Maintenance Technician		<b>G / NE</b>	ANNUAL	55,407	58,177	61,086	64,141	67,348	70,715
Administrative Assistant	105	<b>G(*) / NE</b>	HOURLY	28.77	30.21	31.72	33.30	34.97	36.72
Lead Maintenance Worker		<b>G / NE</b>	BI-WEEKLY	2,302	2,417	2,537	2,664	2,798	2,937
Public Affairs Assistant		<b>G / NE</b>	MONTHLY	4,987	5,236	5,498	5,773	6,061	6,364
Librarian I		<b>M / NE</b>	ANNUAL	59,840	62,832	65,973	69,272	72,735	76,372
Assistant Engineering Technician		<b>G / NE</b>							
Public Works Supervisor	106	<b>M / NE</b>	HOURLY	31.07	32.62	34.26	35.97	37.77	39.65
Librarian II		<b>M / NE</b>	BI-WEEKLY	2,486	2,610	2,740	2,877	3,021	3,172
Associate Engineering Technician		<b>G / NE</b>	MONTHLY	5,386	5,655	5,938	6,234	6,546	6,874
			ANNUAL	64,627	67,858	71,251	74,814	78,554	82,482
Assistant Planner	107	<b>G / NE</b>	HOURLY	33.56	35.23	37.00	38.85	40.79	42.83
Legal Office Assistant		<b>C / NE</b>	BI-WEEKLY	2,684	2,819	2,960	3,108	3,263	3,426
Management Assistant		<b>G(*) / NE</b>	MONTHLY	5,816	6,107	6,413	6,733	7,070	7,423
Senior Engineering Technician		<b>G / NE</b>	ANNUAL	69,797	73,287	76,951	80,799	84,839	89,081
Accountant	108	<b>G(*) / NE</b>	HOURLY	36.24	38.05	39.96	41.95	44.05	46.25
Budget Analyst		<b>C / NE</b>	BI-WEEKLY	2,899	3,044	3,196	3,356	3,524	3,700
Code Compliance Officer		<b>G / NE</b>	MONTHLY	6,282	6,596	6,926	7,272	7,635	8,017
Deputy City Clerk		<b>M / E</b>	ANNUAL	75,381	79,150	83,107	87,263	91,626	96,207
Executive Assistant		<b>C / E</b>							
Public Works Inspector		<b>G / NE</b>							
Assistant Engineer*	109	<b>G / NE</b>	HOURLY	39.14	41.10	43.15	45.31	47.57	49.95
Emergency Services Coordinator		<b>G / E</b>	BI-WEEKLY	3,131	3,288	3,452	3,625	3,806	3,996
Human Resources Analyst		<b>C / E</b>	MONTHLY	6,784	7,123	7,480	7,854	8,246	8,659
Human Resources Analyst/DEI Officer		<b>C / E</b>	ANNUAL	81,411	85,482	89,756	94,244	98,956	103,904
Management Analyst		<b>M(*) / E</b>							
Environmental Services Specialist		<b>M / NE</b>							
Associate Planner	110	<b>G / NE</b>	HOURLY	42.27	44.38	46.60	48.93	51.38	53.95
Senior Legal Analyst		<b>C / E</b>	BI-WEEKLY	3,382	3,551	3,728	3,915	4,110	4,316
			MONTHLY	7,327	7,693	8,078	8,482	8,906	9,351
			ANNUAL	87,924	92,320	96,936	101,783	106,872	112,216
Associate Engineer**	111	<b>G / NE</b>	HOURLY	45.65	47.94	50.33	52.85	55.49	58.27
Supervising Librarian		<b>M / E</b>	BI-WEEKLY	3,652	3,835	4,027	4,228	4,439	4,661
			MONTHLY	7,913	8,309	8,724	9,160	9,619	10,099
			ANNUAL	94,958	99,706	104,691	109,926	115,422	121,193
Environmental Services Coordinator	112	<b>M / E</b>	HOURLY	49.31	51.77	54.36	57.08	59.93	62.93
Senior Management Analyst		<b>C / E</b>	BI-WEEKLY	3,944	4,142	4,349	4,566	4,794	5,034
Project Manager		<b>M / E</b>	MONTHLY	8,546	8,974	9,422	9,893	10,388	10,907
Public Information Officer		<b>C / E</b>	ANNUAL	102,555	107,682	113,067	118,720	124,656	130,889
Senior Planner		<b>M / E</b>							
Sustainability Coordinator		<b>M / E</b>							
Senior Housing Analyst		<b>M / E</b>							

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**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2021-22**

**Category or Bargaining Unit**

C = Confidential  
G = General Unit  
M = Miscellaneous Unit  
M/M = Mid-Management  
M/C = Conf. Management  
E = Executive Management  
\* May be confidential, depening on assignment

**Fair Labor Standards Act Classification**

NE = Non Exempt from overtime  
E = Exempt from overtime

CLASSIFICATION TITLE	GRADE NO.	CATEGORY B.U./FLSA		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	113	M/C / E	HOURLY	53.74	56.43	59.25	62.21	65.32	68.59
Community Relations Manager		M/C / E	BI-WEEKLY	4,299	4,514	4,740	4,977	5,226	5,487
Economic Development Coord.		M / E	MONTHLY	9,315	9,781	10,270	10,784	11,323	11,889
HR / Risk Manager		M/C / E	ANNUAL	111,785	117,374	123,243	129,405	135,875	142,669
Parks and Recreation Manager		M/M / E							
Library Services Manager		M/M / E							
Assistant to the City Manager		M/C / E							
Senior Engineer		M / E							
Sustainability Manager		M/M / E							
Deputy City Attorney	114	C / E	HOURLY	58.58	61.51	64.58	67.81	71.20	74.76
Supervising Senior Planner		M / E	BI-WEEKLY	4,686	4,921	5,167	5,425	5,696	5,981
			MONTHLY	10,154	10,661	11,195	11,754	12,342	12,959
			ANNUAL	121,845	127,937	134,334	141,051	148,104	155,509
City Clerk	115	E - E	HOURLY	63.85	67.04	70.40	73.92	77.61	81.49
Planning Manager		M/M / E	BI-WEEKLY	5,108	5,364	5,632	5,913	6,209	6,519
Principal Civil Engineer		M/M / E	MONTHLY	11,068	11,621	12,202	12,812	13,453	14,125
Public Works Manager		M/M / E	ANNUAL	132,811	139,452	146,424	153,746	161,433	169,505
Senior Project Engineer - grandfathered class		M - E							
Principal Project Manager		M/M / E							
Parks and Open Space Manager		M/M / E							
Deputy Public Works Director	116	M/M / E	HOURLY	69.60	73.08	76.73	80.57	84.60	88.83
Library Director (Asst. Neighborhood Services Director)		M/M / E	BI-WEEKLY	5,568	5,846	6,139	6,445	6,768	7,106
			MONTHLY	12,064	12,667	13,300	13,965	14,663	15,397
			ANNUAL	144,764	152,003	159,603	167,583	175,962	184,760
Assistant City Attorney	117	E / E	HOURLY	75.86	79.66	83.64	87.82	92.21	96.82
Finance Director		E / E	BI-WEEKLY	6,069	6,372	6,691	7,026	7,377	7,746
Neighborhood Services Director		E / E	MONTHLY	13,149	13,807	14,497	15,222	15,983	16,782
General Services Director		E / E	ANNUAL	157,793	165,683	173,967	182,665	191,798	201,388
Public Works Director***	118	E / E	HOURLY	82.69	86.82	91.17	95.72	100.51	105.54
Planning & Environmental Review Director <sup>1</sup>		E / E	BI-WEEKLY	6,615	6,946	7,293	7,658	8,041	8,443
			MONTHLY	14,333	15,050	15,802	16,592	17,422	18,293
			ANNUAL	171,994	180,594	189,624	199,105	209,060	219,513
Assistant City Manager	119	E / E	HOURLY	86.82	91.17	95.72	100.51	105.54	110.81
			BI-WEEKLY	6,946	7,293	7,658	8,041	8,443	8,865
			MONTHLY	15,050	15,802	16,592	17,422	18,293	19,207
			ANNUAL	180,594	189,624	199,105	209,060	219,513	230,489
City Manager			ANNUAL	267,883	(eff. 10/23/21)				

<sup>1</sup> Title Under Review

\*If certified as an Engineer-in-Training (EIT) in the State of California, this position will receive a 5% pay differential at each step.

\*\*If registered as Civil Engineer in the State of California, this position will receive a 5% pay differential at each step.

\*\*\*If also serving as City Engineer, this position will receive a 5% pay differential at each step.

**Category**

C = Confidential  
G = General Unit  
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M/M = Mid-Management  
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\* May be confidential, depening on assignment

**Fair Labor Standards Act Classification**

NE = Non Exempt from overtime  
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Effective: January 1, 2022  
Revised: December 7, 2021  
July 1, 2021  
February 18, 2020  
January 4, 2020  
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January 5, 2019

**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2022-23**

<b>CLASSIFICATION TITLE</b>	<b>GRADE NO.</b>	<b>CATEGORY B.U. / FLSA</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
City Hall Receptionist	100	<b>G / NE</b>	HOURLY	20.32	21.34	22.41	23.53	24.70	25.94
			BI-WEEKLY	1,626	1,707	1,793	1,882	1,976	2,075
			MONTHLY	3,523	3,699	3,884	4,078	4,282	4,496
			ANNUAL	42,274	44,387	46,607	48,937	51,384	53,953
Maintenance Worker I	101	<b>G / NE</b>	HOURLY	21.54	22.62	23.75	24.94	26.19	27.50
Records Technician/Recording Clerk		<b>G / NE</b>	BI-WEEKLY	1,723	1,810	1,900	1,995	2,095	2,200
Library Assistant I		<b>G / NE</b>	MONTHLY	3,734	3,921	4,117	4,323	4,539	4,766
			ANNUAL	44,810	47,050	49,403	51,873	54,467	57,190
Maintenance Worker II	102	<b>G / NE</b>	HOURLY	23.05	24.20	25.41	26.68	28.02	29.42
Office Specialist		<b>G / NE</b>	BI-WEEKLY	1,844	1,936	2,033	2,135	2,242	2,354
Library Assistant II		<b>G / NE</b>	MONTHLY	3,996	4,195	4,405	4,625	4,857	5,099
			ANNUAL	47,947	50,344	52,861	55,504	58,279	61,193
Senior Office Specialist	103	<b>G / NE</b>	HOURLY	24.66	25.90	27.19	28.55	29.98	31.48
Library Technician		<b>G / NE</b>	BI-WEEKLY	1,973	2,072	2,175	2,284	2,398	2,518
			MONTHLY	4,275	4,489	4,713	4,949	5,197	5,456
			ANNUAL	51,303	53,868	56,561	59,389	62,359	65,477
Accounting Specialist	104	<b>G / NE</b>	HOURLY	26.64	27.97	29.37	30.84	32.38	34.00
Permit Technician		<b>G / NE</b>	BI-WEEKLY	2,131	2,238	2,349	2,467	2,590	2,720
Senior Library Technician		<b>G / E</b>	MONTHLY	4,617	4,848	5,091	5,345	5,612	5,893
Facilities Maintenance Technician		<b>G / NE</b>	ANNUAL	55,407	58,177	61,086	64,141	67,348	70,715
Administrative Assistant	105	<b>G(*) / NE</b>	HOURLY	28.77	30.21	31.72	33.30	34.97	36.72
Lead Maintenance Worker		<b>G / NE</b>	BI-WEEKLY	2,302	2,417	2,537	2,664	2,798	2,937
Public Affairs Assistant		<b>G / NE</b>	MONTHLY	4,987	5,236	5,498	5,773	6,061	6,364
Librarian I		<b>M / NE</b>	ANNUAL	59,840	62,832	65,973	69,272	72,735	76,372
Assistant Engineering Technician		<b>G / NE</b>							
Public Works Supervisor	106	<b>M / NE</b>	HOURLY	31.07	32.62	34.26	35.97	37.77	39.65
Librarian II		<b>M / NE</b>	BI-WEEKLY	2,486	2,610	2,740	2,877	3,021	3,172
Associate Engineering Technician		<b>G / NE</b>	MONTHLY	5,386	5,655	5,938	6,234	6,546	6,874
			ANNUAL	64,627	67,858	71,251	74,814	78,554	82,482
Assistant Planner	107	<b>G / NE</b>	HOURLY	33.56	35.23	37.00	38.85	40.79	42.83
Legal Office Assistant		<b>C / NE</b>	BI-WEEKLY	2,684	2,819	2,960	3,108	3,263	3,426
Management Assistant		<b>G(*) / NE</b>	MONTHLY	5,816	6,107	6,413	6,733	7,070	7,423
Senior Engineering Technician		<b>G / NE</b>	ANNUAL	69,797	73,287	76,951	80,799	84,839	89,081
Accountant	108	<b>G(*) / NE</b>	HOURLY	36.24	38.05	39.96	41.95	44.05	46.25
Budget Analyst		<b>C / NE</b>	BI-WEEKLY	2,899	3,044	3,196	3,356	3,524	3,700
Code Compliance Officer		<b>G / NE</b>	MONTHLY	6,282	6,596	6,926	7,272	7,635	8,017
Deputy City Clerk		<b>M / E</b>	ANNUAL	75,381	79,150	83,107	87,263	91,626	96,207
Executive Assistant		<b>C / E</b>							
Public Works Inspector		<b>G / NE</b>							
Assistant Engineer*	109	<b>G / NE</b>	HOURLY	39.14	41.10	43.15	45.31	47.57	49.95
Emergency Services Coordinator		<b>G / E</b>	BI-WEEKLY	3,131	3,288	3,452	3,625	3,806	3,996
Human Resources Analyst		<b>C / E</b>	MONTHLY	6,784	7,123	7,480	7,854	8,246	8,659
Human Resources Analyst/DEI Officer		<b>C / E</b>	ANNUAL	81,411	85,482	89,756	94,244	98,956	103,904
Management Analyst		<b>M(*) / E</b>							
Environmental Services Specialist		<b>M / NE</b>							
Associate Planner	110	<b>G / NE</b>	HOURLY	42.27	44.38	46.60	48.93	51.38	53.95
Senior Legal Analyst		<b>C / E</b>	BI-WEEKLY	3,382	3,551	3,728	3,915	4,110	4,316
			MONTHLY	7,327	7,693	8,078	8,482	8,906	9,351
			ANNUAL	87,924	92,320	96,936	101,783	106,872	112,216
Associate Engineer**	111	<b>G / NE</b>	HOURLY	45.65	47.94	50.33	52.85	55.49	58.27
Supervising Librarian		<b>M / E</b>	BI-WEEKLY	3,652	3,835	4,027	4,228	4,439	4,661
			MONTHLY	7,913	8,309	8,724	9,160	9,619	10,099
			ANNUAL	94,958	99,706	104,691	109,926	115,422	121,193
Environmental Services Coordinator	112	<b>M / E</b>	HOURLY	49.31	51.77	54.36	57.08	59.93	62.93
Senior Management Analyst		<b>C / E</b>	BI-WEEKLY	3,944	4,142	4,349	4,566	4,794	5,034
Project Manager		<b>M / E</b>	MONTHLY	8,546	8,974	9,422	9,893	10,388	10,907
Public Information Officer		<b>C / E</b>	ANNUAL	102,555	107,682	113,067	118,720	124,656	130,889
Senior Planner		<b>M / E</b>							
Sustainability Coordinator		<b>M / E</b>							
Senior Housing Analyst		<b>M / E</b>							

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CLASSIFICATION TITLE	GRADE NO.	CATEGORY B.U./FLSA		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	113	M/C / E	HOURLY	53.74	56.43	59.25	62.21	65.32	68.59
Community Relations Manager		M/C / E	BI-WEEKLY	4,299	4,514	4,740	4,977	5,226	5,487
Economic Development Coord.		M / E	MONTHLY	9,315	9,781	10,270	10,784	11,323	11,889
HR / Risk Manager		M/C / E	ANNUAL	111,785	117,374	123,243	129,405	135,875	142,669
Parks and Recreation Manager		M/M / E							
Library Services Manager		M/M / E							
Assistant to the City Manager		M/C / E							
Senior Engineer		M / E							
Sustainability Manager		M/M / E							
Deputy City Attorney	114	C / E	HOURLY	58.58	61.51	64.58	67.81	71.20	74.76
Supervising Senior Planner		M / E	BI-WEEKLY	4,686	4,921	5,167	5,425	5,696	5,981
			MONTHLY	10,154	10,661	11,195	11,754	12,342	12,959
			ANNUAL	121,845	127,937	134,334	141,051	148,104	155,509
City Clerk	115	E - E	HOURLY	63.85	67.04	70.40	73.92	77.61	81.49
Planning Manager		M/M / E	BI-WEEKLY	5,108	5,364	5,632	5,913	6,209	6,519
Principal Civil Engineer		M/M / E	MONTHLY	11,068	11,621	12,202	12,812	13,453	14,125
Public Works Manager		M/M / E	ANNUAL	132,811	139,452	146,424	153,746	161,433	169,505
Senior Project Engineer - grandfathered class		M - E							
Principal Project Manager		M/M / E							
Parks and Open Space Manager		M/M / E							
Deputy Public Works Director	116	M/M / E	HOURLY	69.60	73.08	76.73	80.57	84.60	88.83
Library Director (Asst. Neighborhood Services Director)		M/M / E	BI-WEEKLY	5,568	5,846	6,139	6,445	6,768	7,106
			MONTHLY	12,064	12,667	13,300	13,965	14,663	15,397
			ANNUAL	144,764	152,003	159,603	167,583	175,962	184,760
Assistant City Attorney	117	E / E	HOURLY	75.86	79.66	83.64	87.82	92.21	96.82
Finance Director		E / E	BI-WEEKLY	6,069	6,372	6,691	7,026	7,377	7,746
Neighborhood Services Director		E / E	MONTHLY	13,149	13,807	14,497	15,222	15,983	16,782
General Services Director		E / E	ANNUAL	157,793	165,683	173,967	182,665	191,798	201,388
Public Works Director***	118	E / E	HOURLY	82.69	86.82	91.17	95.72	100.51	105.54
Planning & Environmental Review Director <sup>1</sup>		E / E	BI-WEEKLY	6,615	6,946	7,293	7,658	8,041	8,443
			MONTHLY	14,333	15,050	15,802	16,592	17,422	18,293
			ANNUAL	171,994	180,594	189,624	199,105	209,060	219,513
Assistant City Manager	119	E / E	HOURLY	86.82	91.17	95.72	100.51	105.54	110.81
			BI-WEEKLY	6,946	7,293	7,658	8,041	8,443	8,865
			MONTHLY	15,050	15,802	16,592	17,422	18,293	19,207
			ANNUAL	180,594	189,624	199,105	209,060	219,513	230,489
City Manager			ANNUAL	267,883	(eff. 10/23/21)				

<sup>1</sup> Title Under Review

\*If certified as an Engineer-in-Training (EIT) in the State of California, this position will receive a 5% pay differential at each step.

\*\*If registered as Civil Engineer in the State of California, this position will receive a 5% pay differential at each step.

\*\*\*If also serving as City Engineer, this position will receive a 5% pay differential at each step.

**Category**

C = Confidential  
G = General Unit  
M = Miscellaneous Unit  
M/M = Mid-Management  
M/C = Conf. Management  
E = Executive Management  
\* May be confidential, depening on assignment

**Fair Labor Standards Act Classification**

NE = Non Exempt from overtime  
E = Exempt from overtime

Effective: July 1, 2022  
Revised: December 7, 2021  
July 1, 2021  
February 18, 2020  
January 4, 2020  
December 3, 2019  
July 6, 2019  
January 5, 2019

## Exhibit D

### Changes to Personnel Rules Effective December 7, 2021

1. Amend Section 1.2 as follows:

#### **“SEC. 1.2 APPLICABILITY**

The provisions of these Rules apply to all employees, except where superseded by individual employment contract provisions, or by the expressly conflicting terms of a valid and duly executed Memorandum of Understanding between the City and a Recognized Employee Organization as defined under Resolution 13-42, the Employer-Employee Relations Resolution. The City Council will enter into individual written employment contracts with the City Manager and City Attorney. The City Manager is authorized to enter into individual written employment contracts with Department Directors and the Assistant ~~Deputy~~ City Manager.”

2. Add Section 2.5 as follows:

#### **“SEC 2.5 EMPLOYEE CLASSIFICATION REVIEW REQUESTS**

A. An employee who believes they are performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis may submit a written request for classification review to the employee’s department head. The department head shall act or decline to take action upon the request, with notification to the employee and Human Resources, within 30 calendar days, subject to written appeal within 30 days to the City Manager whose decision shall be final.

B. If approved, Human Resources shall conduct said classification review and shall issue its findings to the employee and the department head within sixty (60) working days of receipt of the request from the department head. If it is determined by Human Resources that an employee is performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis, the employee will receive acting pay retroactive to the date the employee submitted the classification review request, and it shall be the decision of the department head how to proceed going forward following the receipt of findings to remedy the working out of classification situation (e.g., stop working the employee out of class, or provide them with acting pay prospectively, or propose that the City Council reclassify the position, as appropriate).”

3. Add Section 3.11 as follows:

**“SEC 3.11 BILINGUAL ALLOWANCE**

- A. An employee, whose assignment and duties with the public require the use of bilingual skills in English and Spanish or other language determined by the City Manager or his or her designee to be of benefit to the City, shall be designated by the City Manager or his or her designee to be tested for either verbal or verbal and written proficiency, depending upon the need determined by the City, within 60 days of such designation. Designation of the bilingual language skill is restricted to the actual need of the City. An employee's ability to read, write or speak a language other than English occasionally or in the incidental use of the job shall not warrant a bilingual designation. Employees shall not be required to perform translation services who have not been tested or compensated for such service. An employee who demonstrates bilingual proficiency by passing a verbal examination or a verbal and written examination shall receive compensation of \$65.00 per pay period.
- B. Advanced Spanish Premium: effective December 7, 2021, for full-time employees in positions designated by the City Manager who meet the following qualifications, the City paid premium will be an additional \$50.00 each biweekly pay period:
- i. Establish to the satisfaction of the City Manager a complex level of verbal and written proficiency in Spanish as demonstrated by appropriate testing every other year.
  - ii. Upon request, provide complicated written translation from Spanish-to-English and English-to-Spanish and/or act as an informal interpreter for meetings and interviews with Spanish speaking people and/or give presentations or media interviews in Spanish.
  - iii. As the intent of such pay is to have reliable high-level Spanish skills available, the refusal or inability to provide such high-level services during work hours, except as directed by the employee's manager, may result in the loss of advanced premium pay at the discretion of the City Manager.”

4. Amend Rule 5.3 as follows:

**“SEC. 5.3 ACTING APPOINTMENTS TO A HIGHER CLASSIFICATION**

A. An acting appointment may be made by the Personnel Officer to a higher classification or position occupied by an employee who is absent from work due to temporary leave or disability lasting more than 10 consecutive working days or 30 cumulative working days in a 12-month period. Such acting appointment shall not exceed six (6) months. The Personnel Officer may extend acting appointments for successive 30-day periods with notification to the City Council. Acting appointments shall be made in accordance with the interim appointments section of these Rules. Upon return of the incumbent from leave or disability, the acting appointment shall immediately be terminated, and the acting appointee shall return to his/her regular classification, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. An employee in an acting appointment who is required to serve in a classification with a salary range higher than that of the classification in which he/she is normally assigned shall receive the entrance salary rate of the higher salary range or one rate higher than the rate he/she normally receives, whichever is greater, provided the employee shall perform all the duties and assume all the responsibilities of the higher classification, and only after the employee has served for 10 consecutive working days or 30 cumulative working days in a 12-month period in the higher classification.

C. The salary rate for the acting appointment shall be effective on the first day of the pay period commencing immediately after the employee has served in an acting capacity for 10 consecutive working days or 30 cumulative working days in a 12-month period, and will continue until the acting assignment has concluded. Acting pay shall not be authorized for a period longer than what is authorized herein.

D. An employee may notify Personnel Officer if they believe they should be eligible for acting pay. If the Personnel Officer agrees, acting pay will be retroactive to the date the person would otherwise have been eligible for such pay. “

5. Amend Rule 7.1(A) as follows:

**“SEC. 7.1 EVALUATIONS**

A. Frequency

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate. Employee performance will be evaluated at least one time each year. If the employee performance evaluation is not provided within thirty (30) calendar days of the salary anniversary date, employee will immediately receive a step



increase within the salary range applied retroactively to the anniversary date as defined in Sec 3.2 and 3.3 of the Personnel Rules, irrespective of performance. ~~If the employee performance evaluation is not provided within thirty (30) calendar days of the salary anniversary date, the performance shall be deemed to be satisfactory. Any consideration of merit increases shall be separately considered and, when granted, shall be applied retroactively pursuant to Section 3.2.~~