



**TO:** Mayor and Councilmembers

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

**CONTACT:** Todd Mitchell, HR/Risk Manager

**SUBJECT:** Amendment to the City of Goleta Salary Schedule and Classification Plan for Fiscal Years 2021/22 and 2022/23, and Amendment to the Wage Schedule for Hourly Employees and Intern Assignments for Fiscal Years 2019/20 Through 2021/22

**RECOMMENDATIONS:**

- A. Adopt Resolution No. 22-\_\_ 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, to Reflect an Additional Across-the-Board Salary Increase for All Positions Except the City Manager Effective April 9, 2022, of 1% Pursuant to the Terms of the City's Previously Adopted Labor Agreements and Salary Resolution."
- B. Adopt Resolution No. 22-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California Amending the Wage Schedule for Hourly Employees and Intern Assignments for Fiscal Years 2019/20 Through 2021/22 effective May 7, 2022."

**BACKGROUND:**

The first change recommended herein applies to regular employment and the second change applies to hourly employment.

Regular Employment

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 the Service Employees International Union (SEIU), Local 620 applicable to the Goleta General Employees Bargaining Unit and Miscellaneous Bargaining Unit, respectively, and adopted Resolution No. 21-53 which approved an update to the City of Goleta's Salary Schedule and Classification Plan For Fiscal Years 2021/22 and 2022/23, amended the Personnel Rules, and approved Certain future salary and fringe benefit increases for unrepresented employees.

As part of these documents, the City Council approved a contingent across-the-board salary increase, effective April 9, 2022, 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 exceeded 3%, equal to the amount by which that change exceeded 3%, not to exceed an increase of 1%.

### Hourly Employment

On September 3, 2019, Council adopted Resolution No. 19-53 which established a Wage Schedule for Hourly and Intern Assignments for Fiscal Years 2019/20 through 2021/22. The category of “Hourly” employment applies to low-hour part-time, intern, temporary, and seasonal “extra help” employees that do not work more than 999 hours in any fiscal year. Such employees do not participate in CalPERS<sup>1</sup> and do not otherwise receive a fringe benefit package.

The Wage Schedule set forth increases to the low end of wage ranges over a period of time in accordance with corresponding increases in the California Minimum Wage, which increased gradually from \$12 per hour to \$15 per hour by January 2022 for employers with 26 employees or more. Those minimum wage increases are now fully effective.

### **DISCUSSION:**

#### 1% CPI-Based Salary Increase- Regular Employees

The amended and restated MOUs for the General Employees and the Miscellaneous Employees bargaining units, included, respectively, as Attachment 1 and Attachment 2, included a provision which provided, “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%.” A similar provision was applied to unrepresented employees, other than the City Manager, through Resolution No. 21-53.

Staff did not update the Salary Schedule and Classification Plan for Fiscal Year 2021/22 at the time to include the 1% salary increase since the CPI data was not known.

On April 12, 2022, the U.S. Bureau of Labor Statistics posted a news release, included as Attachment 3, which reported that the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for March 2022 rose by an astounding 8.5%. Staff is now presenting the amended Salary Schedule and Classification Plan for Fiscal Year 2021/22 effective April 9, 2022 with the 1% across-the-board increase, consistent with the labor agreements and resolution approved at the December 7, 2021 City Council Meeting. This will bring the total salary increase for regular employees in the current Fiscal Year to 4%.

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<sup>1</sup> Except as required under certain provisions of state law.

## Wage Schedule for Hourly Employees

Staff wish to amend the Wage Schedule for Hourly Employees to be more competitive in the area. The changes will:

- Provide increases to the minimum hourly rates for most of the positions to assist staff with recruitment efforts; and
- Restore differentials between the low end of the wage range and the high end. Wage ranges allow departments to hire staff at a higher rate when warranted or increase the wages of existing employees as they gain experience. As mentioned above, the primary focus of the Wage Schedule previously adopted was to coordinate increases at the low end of our wage ranges with the increases in the minimum wage. The high end of the wage ranges has remained largely unchanged. This change will restore the previous dollar differentials between the low and high ends of each salary range.
- Add two new hourly positions associated with the City's assumption of management of the Goleta Community Center in January 2023. These were conceptually approved by Council on February 24, 2022, as part of the draft Goleta Community Center Management Plan: Custodian at \$15.30 per hour and Special Project Associate at \$25.00 per hour.

### **FISCAL IMPACTS:**

The cost of the 1% increase for regular employees, other than the City Manager, will be \$160,000 annually, with \$40,000 for the remainder of Fiscal Year 2021-22. No new budget appropriation is needed, as it was part of the overall recommended budget appropriation of \$800,200 made in December and accounted for the possible 1% increase.

The increases to the maximum hourly wage rates and the slight increases to the entry level wage rates for existing hourly staff are nominal and will be absorbed in the department's allocated budget.

New hourly employees for the Goleta Community Center are not anticipated to be hired until December 2022 and the cost for these positions will be included in the proposed Fiscal Year 2022-23 Budget, supported by the revenues generated by the Goleta Community Center.

### **ALTERNATIVES:**

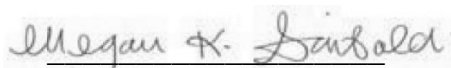
Council could decline to proceed with the changes or request additional information from staff.

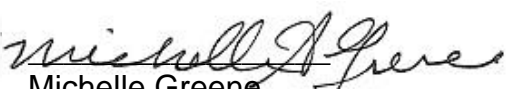
**Reviewed By:**

**Legal Review By:**

**Approved By:**

  
Kristine Schmidt  
Assistant City Manager

  
Megan Garibaldi  
City Attorney

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amended and Restated Agreement No. 2018-037, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit.
2. Amended and Restated Agreement No. 2018-038, the Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit.
3. U.S. Bureau of Labor Statistics - Consumer Price Index, Los Angeles area — March 2022.
4. Resolution No. 22-\_\_ 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, Approving an Additional Across-the-Board Salary Increase Effective April 9, 2022, of 1%, Based on 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."
5. Resolution No. 22-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California Amending the Wage Schedule for Hourly Employees and Intern Assignments for Fiscal Years 2019/20 Through 2021/22."

## **ATTACHMENT 1:**

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

## TABLE OF CONTENTS

ARTICLE	PAGE
1. Term	4
2. Management Rights	4
3. Employee Rights	5
4. Membership Dues/Agency Shop	6
5. Steward/Representation	6
6. Use of Facilities for Unit Business	7
7. Discipline	7
8. Grievance & Complaint Procedure	7
9. Non-Binding Arbitration	8
10. Wages	9
11. Benefits	10
12. Layoff Procedures	12
13. Unit Assignments	13
14. Maintenance of Benefits and Terms and Conditions	13
15. No Strike / No Lockout	14
16. MOU Implementation	14
17. Obligation to Meet and Waiver Clause	14
18. Savings Clause	14
19. Evaluations	14
20. Hours of Work/Overtime	15
21. Holidays	18
22. Bereavement Leave	19

TABLE OF CONTENTS

ARTICLE	PAGE
23. Educational Assistance	19
24. Bilingual Allowance	20
25. Lateness and Absenteeism Policy	21
26. Employee Classification Review Requests	21
27. Signature Page	23



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. 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 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**

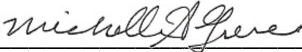
- A. An employee who believes they are performing the substantial preponderance of duties of one or more higher Council-approved classification(s) on a regular ongoing basis may submit a written request for classification review to the employee's department head. The department head shall act or decline 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

DocuSigned by:  
  
Michelle Greene, City Manager


DocuSigned by:  
  
Kristy Schmidt, Assistant City Manager

DocuSigned by:  
  
Todd Mitchell, HR/Risk Manager

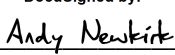
Approved as to Form:

DocuSigned by:  
  
Megan Garibaldi, City Attorney

FOR THE UNION

DocuSigned by:  
  
Darrell Schuck, SEIU Local 620

DocuSigned by:  
  
Brian Hiefield, Associate Planner

DocuSigned by:  
  
Andy Newkirk, Senior Planner

## **ATTACHMENT 2:**

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

## TABLE OF CONTENTS

ARTICLE	PAGE
1. Term	4
2. Management Rights	4
3. Employee Rights	5
4. Membership Dues/Agency Shop	6
5. Steward/Representation	6
6. Use of Facilities for Unit Business	7
7. Discipline	7
8. Grievance & Complaint Procedure	7
9. Non-Binding Arbitration	8
10. Wages	9
11. Benefits	10
12. Layoff Procedures	12
13. Unit Assignments	13
14. Maintenance of Benefits and Terms and Conditions	13
15. No Strike / No Lockout	14
16. MOU Implementation	14
17. Obligation to Meet and Waiver Clause	14
18. Savings Clause	14
19. Evaluations	14
20. Hours of Work/Overtime	15
21. Holidays	18
22. Bereavement Leave	19

## TABLE OF CONTENTS

ARTICLE	PAGE
23. Educational Assistance	19
24. Bilingual Allowance	20
25. Lateness and Absenteeism Policy	21
26. Employee Classification Review Requests	21
27. Signature Page	23



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

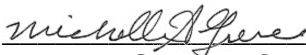
forward following the receipt of findings to remedy the working out of classification situation (e.g., stop working the employee out of class, or provide them with acting pay prospectively, or ask Council to reclassify the position, as appropriate). For purposes of this provision “substantial preponderance” 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

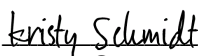
FOR THE CITY

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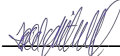
Michelle Greene, City Manager

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Kristy Schmidt, Assistant City Manager

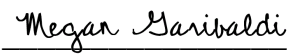
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Todd Mitchell, HR/Risk Manager

Approved as to Form:

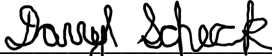
DocuSigned by:



Megan Garibaldi, City Attorney

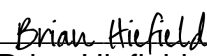
FOR THE UNION

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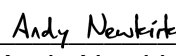
Darryl Schack, SEIU Local 620

DocuSigned by:



Brian Hiefield, Associate Planner

DocuSigned by:



Andy Newkirk, Senior Planner

### **ATTACHMENT 3:**

U.S. Bureau of Labor Statistics - Consumer Price Index, Los Angeles area —  
March 2022.



**For Release: Tuesday, April 12, 2022**

**22-626-SAN**

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

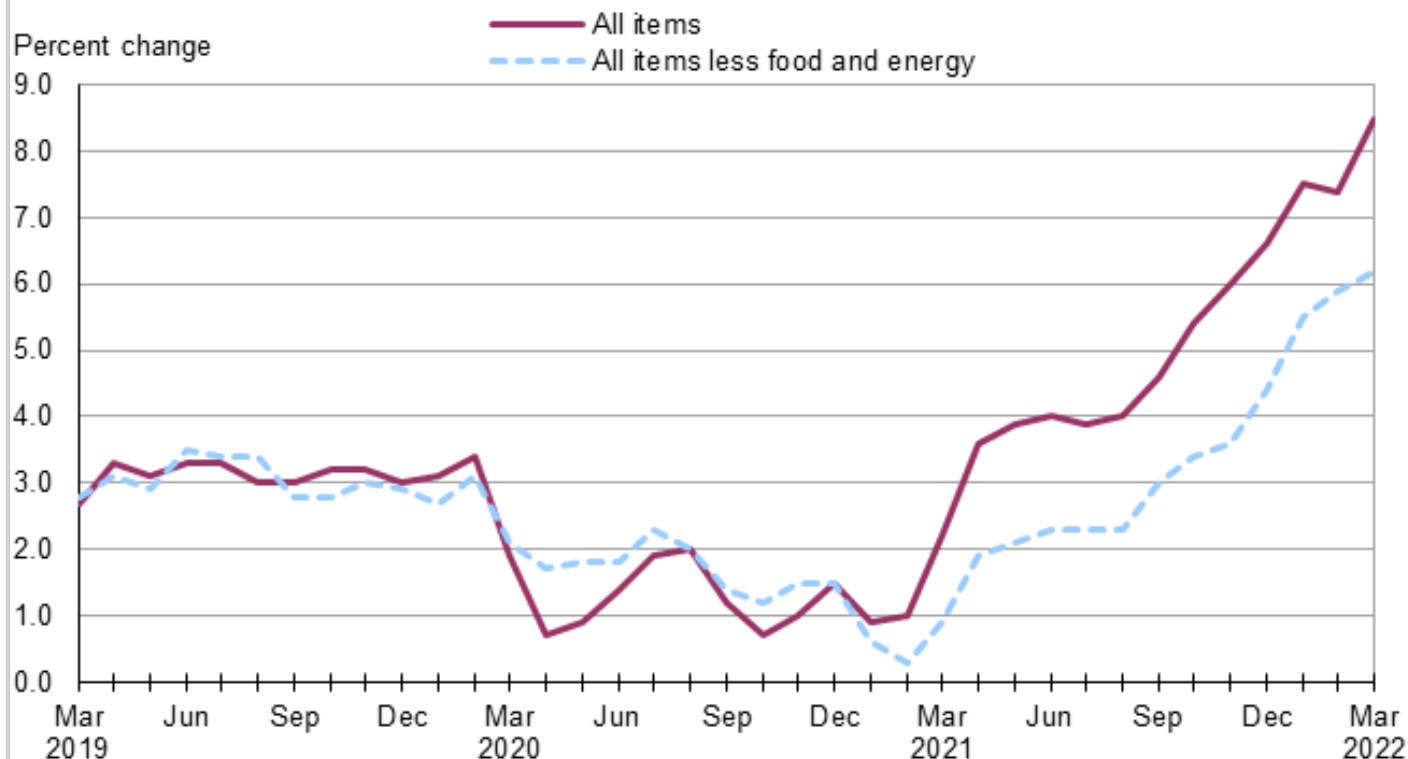
## Consumer Price Index, Los Angeles area — March 2022

**Area prices were up 1.5 percent over the past month, up 8.5 percent from a year ago**

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.5 percent in March, the U.S. Bureau of Labor Statistics reported today. (See [table A.](#)) Regional Commissioner Chris Rosenlund noted that the March increase was influenced by higher prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 8.5 percent. (See [chart 1](#) and [table A.](#)) Food prices advanced 8.6 percent. Energy prices jumped 36.7 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 6.2 percent over the year. (See [table 1.](#))

**Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, March 2019–March 2022**



Source: U.S. Bureau of Labor Statistics.

## Food

Food prices increased 1.2 percent for the month of March. (See [table 1.](#)) Prices for food at home increased 2.3 percent, led by higher prices for fruits and vegetables (4.0 percent). Prices for food away from home inched down 0.1 percent for the same period.

Over the year, food prices advanced 8.6 percent. Prices for food at home moved up 11.7 percent since a year ago, strongly influenced by higher prices for fruits and vegetables (17.6 percent). Prices for food away from home advanced 5.2 percent.

## Energy

The energy index jumped 14.0 percent over the month. The increase was mainly due to higher prices for gasoline (21.1 percent). Prices for electricity advanced 4.0 percent, and prices for natural gas service rose 3.1 percent for the same period.

Energy prices jumped 36.7 percent over the year, largely due to higher prices for gasoline (49.1 percent). Prices paid for natural gas service rose 22.7 percent, and prices for electricity moved up 17.7 percent during the past year.

## All items less food and energy

The index for all items less food and energy rose 0.5 percent in March. Higher prices for recreation (1.7 percent) and shelter (0.3 percent) were partially offset by lower prices for education and communication (-0.4 percent).

Over the year, the index for all items less food and energy increased 6.2 percent. Components contributing to the increase included new and used motor vehicles (17.9 percent), household furnishings and operations (12.7 percent), recreation (11.1 percent), and shelter (4.1 percent).

**Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.8	3.5	0.7	3.2	0.8	3.1	0.2	0.9	1.1	7.5
February.....	0.7	3.6	0.1	2.5	0.3	3.4	0.4	1.0	0.3	7.4
March.....	0.4	3.8	0.6	2.7	0.7	1.9	0.5	2.2	1.5	8.5
April.....	0.4	4.0	1.0	3.3	-0.3	0.7	1.1	3.6		
May.....	0.4	4.1	0.2	3.1	0.4	0.9	0.6	3.9		
June.....	-0.2	4.0	0.0	3.3	0.5	1.4	0.6	4.0		
July.....	0.2	3.9	0.1	3.3	0.6	1.9	0.6	3.9		
August.....	0.2	3.9	0.0	3.0	0.1	2.0	0.2	4.0		
September.....	0.5	3.9	0.5	3.0	-0.3	1.2	0.3	4.6		
October.....	0.5	4.1	0.7	3.2	0.2	0.7	0.9	5.4		
November.....	-0.3	3.6	-0.3	3.2	0.1	1.0	0.6	6.0		
December.....	-0.3	3.2	-0.6	3.0	-0.2	1.5	0.4	6.6		

**The April 2022 Consumer Price Index for the Los Angeles area is scheduled to be released on May 11, 2022**

## Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).















































In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.













**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)**

Item and Group	Indexes				Percent change from-		
	Historical data	Jan. 2022	Feb. 2022	Mar. 2022	Mar. 2021	Jan. 2022	Feb. 2022
<b>Expenditure category</b>							
All items.....		301.209	302.164	306.679	8.5	1.8	1.5
All items (1967=100).....		889.906	892.725	906.065	-	-	-
Food and beverages.....		302.536	303.742	307.249	8.4	1.6	1.2
Food.....		303.185	304.383	308.115	8.6	1.6	1.2
Food at home.....		288.015	291.759	298.567	11.7	3.7	2.3
Cereals and bakery products.....		296.314	302.848	312.021	10.9	5.3	3.0
Meats, poultry, fish, and eggs.....		324.129	325.612	333.696	10.3	3.0	2.5
Dairy and related products.....		275.517	275.947	279.034	7.4	1.3	1.1
Fruits and vegetables.....		402.157	404.906	421.214	17.6	4.7	4.0
Nonalcoholic beverages and beverage materials(1).....		283.566	282.701	291.248	8.6	2.7	3.0
Other food at home.....		215.473	222.709	224.184	12.4	4.0	0.7
Food away from home.....		315.065	312.864	312.426	5.2	-0.8	-0.1
Alcoholic beverages.....		274.133	275.374	275.507	5.9	0.5	0.0
Housing.....		342.609	343.245	344.997	5.6	0.7	0.5
Shelter.....		389.034	389.980	391.014	4.1	0.5	0.3
Rent of primary residence(2).....		412.811	413.909	414.737	3.4	0.5	0.2
Owners' equiv. rent of residences(2)(3).....		402.343	403.608	404.757	3.2	0.6	0.3
Owners' equiv. rent of primary residence(1)(2).....		402.320	403.585	404.733	3.2	0.6	0.3
Fuels and utilities.....		431.190	419.106	431.131	15.5	0.0	2.9
Household energy.....		388.036	373.176	387.909	19.0	0.0	3.9
Energy services(2).....		386.330	371.495	385.556	18.8	-0.2	3.8
Electricity(2).....		431.726	431.726	449.175	17.7	4.0	4.0
Utility (piped) gas service(2).....		341.285	298.413	307.719	22.7	-9.8	3.1
Household furnishings and operations.....		131.153	134.455	135.380	12.7	3.2	0.7
Apparel.....		114.876	117.926	118.761	6.6	3.4	0.7
Transportation.....		248.434	250.475	266.393	22.8	7.2	6.4
Private transportation.....		251.853	254.166	269.276	23.5	6.9	5.9
New and used motor vehicles(4).....		107.658	108.029	108.100	17.9	0.4	0.1
New vehicles(1).....		192.298	192.755	189.915	10.8	-1.2	-1.5
Used cars and trucks(1).....		394.543	398.415	392.079	33.8	-0.6	-1.6
Motor fuel.....		351.849	359.445	435.041	49.0	23.6	21.0
Gasoline (all types).....		343.793	351.114	425.278	49.1	23.7	21.1
Gasoline, unleaded regular(4).....		344.611	352.034	427.284	50.0	24.0	21.4
Gasoline, unleaded midgrade(4)(5).....		328.910	335.663	404.341	47.7	22.9	20.5
Gasoline, unleaded premium(4).....		328.661	335.327	402.677	45.8	22.5	20.1
Medical care.....		528.168	537.117	538.381	6.5	1.9	0.2
Recreation(6).....		115.722	115.548	117.521	11.1	1.6	1.7
Education and communication(6).....		154.764	152.117	151.545	3.1	-2.1	-0.4
Tuition, other school fees, and child care(1).....		2,080.565	2,080.565	2,079.704	8.8	0.0	0.0
Other goods and services.....		475.003	471.452	476.838	3.1	0.4	1.1
<b>Commodity and service group</b>							
All items.....		301.209	302.164	306.679	8.5	1.8	1.5
Commodities.....		207.749	209.458	215.759	13.4	3.9	3.0
Commodities less food & beverages.....		158.618	160.431	167.491	17.5	5.6	4.4
Nondurables less food & beverages.....		214.620	218.087	236.491	21.4	10.2	8.4
Durables.....		104.066	104.662	104.113	13.0	0.0	-0.5
Services.....		383.558	383.772	386.484	6.0	0.8	0.7

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes				Percent change from-		
	Historical data	Jan. 2022	Feb. 2022	Mar. 2022	Mar. 2021	Jan. 2022	Feb. 2022
<b>Special aggregate indexes</b>							
All items less medical care .....		291.214	291.852	296.477	8.6	1.8	1.6
All items less shelter.....		262.356	263.316	269.412	11.5	2.7	2.3
Commodities less food .....		163.729	165.550	172.522	16.9	5.4	4.2
Nondurables .....		259.920	262.283	273.383	13.7	5.2	4.2
Nondurables less food.....		221.071	224.443	241.939	20.0	9.4	7.8
Services less rent of shelter(3).....		386.007	385.112	390.423	9.0	1.1	1.4
Services less medical care services.....		369.899	369.433	372.207	6.0	0.6	0.8
Energy .....		368.430	367.030	418.559	36.7	13.6	14.0
All items less energy .....		299.135	300.237	301.947	6.6	0.9	0.6
All items less food and energy .....		298.501	299.588	300.952	6.2	0.8	0.5

**Footnotes**

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

#### **ATTACHMENT 4:**

Resolution No. 22-\_\_ 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, to Reflect an Additional Across-the-Board Salary Increase for All Positions Except the City Manager Effective April 9, 2022, of 1% Pursuant to the Terms of the City's Previously Adopted Labor Agreements and Salary Resolution."

## RESOLUTION NO. 22-\_\_\_\_

**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 TO REFLECT AN ADDITIONAL ACROSS-THE-BOARD SALARY INCREASE FOR ALL POSITIONS EXCEPT THE CITY MANAGER EFFECTIVE APRIL 9, 2022, OF 1% PURSUANT TO THE TERMS OF THE CITY'S PREVIOUSLY ADOPTED LABOR AGREEMENTS AND SALARY RESOLUTION.**

**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, Resolution No. 20-71, Resolution 21-53, and Resolution 22-\_\_\_\_; 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, November 16, 2021, and December 7, 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, and Resolution 21-53 which amended the City's Personnel Rules and provided for certain increases to wages and fringe benefits for unrepresented employees; and

**WHEREAS**, consistent with the express terms of those previously adopted documents, the City Council wishes to update the City's salary schedules to reflect a 1% across-the-board salary increase for all City positions except the City Manager effective April 9, 2022, based on the 8.5% year over year change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim for March 2022.

**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 and Exhibit B for Fiscal Year 2022/23, to provide an across-the-board salary increase of 1% and supersedes any previously adopted Salary Schedule and Classification Plan for all positions except the City Manager effective April 9, 2022.

**SECTION 2.**

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 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_  
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)

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DEBORAH S. LOPEZ  
CITY CLERK

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

CLASSIFICATION TITLE	GRADE NO.	CATEGORY B.U. / FLSA		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
City Hall Receptionist	100	<b>G / NE</b>	HOURLY	20.53	21.55	22.63	23.76	24.95	26.20
			BI-WEEKLY	1,642	1,724	1,810	1,901	1,996	2,096
			MONTHLY	3,558	3,736	3,923	4,119	4,325	4,541
			ANNUAL	42,696	44,831	47,073	49,426	51,898	54,492
Maintenance Worker I	101	<b>G / NE</b>	HOURLY	21.76	22.85	23.99	25.19	26.45	27.77
Records Technician/Recording Clerk		<b>G / NE</b>	BI-WEEKLY	1,741	1,828	1,919	2,015	2,116	2,222
Library Assistant I		<b>G / NE</b>	MONTHLY	3,772	3,960	4,158	4,366	4,584	4,813
			ANNUAL	45,258	47,521	49,897	52,392	55,011	57,762
Maintenance Worker II	102	<b>G / NE</b>	HOURLY	23.28	24.45	25.67	26.95	28.30	29.71
Office Specialist		<b>G / NE</b>	BI-WEEKLY	1,863	1,956	2,053	2,156	2,264	2,377
Library Assistant II		<b>G / NE</b>	MONTHLY	4,036	4,237	4,449	4,672	4,905	5,150
			ANNUAL	48,426	50,847	53,390	56,059	58,862	61,805
Senior Office Specialist	103	<b>G / NE</b>	HOURLY	24.91	26.16	27.46	28.84	30.28	31.79
Library Technician		<b>G / NE</b>	BI-WEEKLY	1,993	2,093	2,197	2,307	2,422	2,544
			MONTHLY	4,318	4,534	4,761	4,999	5,249	5,511
			ANNUAL	51,816	54,407	57,127	59,983	62,983	66,132
Accounting Specialist	104	<b>G / NE</b>	HOURLY	26.90	28.25	29.66	31.15	32.70	34.34
Permit Technician		<b>G / NE</b>	BI-WEEKLY	2,152	2,260	2,373	2,492	2,616	2,747
Senior Library Technician		<b>G / E</b>	MONTHLY	4,663	4,897	5,141	5,399	5,668	5,952
Facilities Maintenance Technician		<b>G / NE</b>	ANNUAL	55,961	58,759	61,697	64,782	68,021	71,422
Administrative Assistant	105	<b>G(*) / NE</b>	HOURLY	29.06	30.51	32.04	33.64	35.32	37.08
Lead Maintenance Worker		<b>G / NE</b>	BI-WEEKLY	2,325	2,441	2,563	2,691	2,825	2,967
Public Affairs Assistant		<b>G / NE</b>	MONTHLY	5,037	5,288	5,553	5,830	6,122	6,428
Librarian I		<b>M / NE</b>	ANNUAL	60,438	63,460	66,633	69,965	73,463	77,136
Assistant Engineering Technician		<b>G / NE</b>							
Public Works Supervisor	106	<b>M / NE</b>	HOURLY	31.38	32.95	34.60	36.33	38.14	40.05
Librarian II		<b>M / NE</b>	BI-WEEKLY	2,511	2,636	2,768	2,906	3,052	3,204
Associate Engineering Technician		<b>G / NE</b>	MONTHLY	5,439	5,711	5,997	6,297	6,612	6,942
			ANNUAL	65,273	68,537	71,964	75,562	79,340	83,307
Assistant Planner	107	<b>G / NE</b>	HOURLY	33.89	35.59	37.37	39.23	41.20	43.26
Legal Office Assistant		<b>C / NE</b>	BI-WEEKLY	2,711	2,847	2,989	3,139	3,296	3,460
Management Assistant		<b>G(*) / NE</b>	MONTHLY	5,875	6,168	6,477	6,801	7,141	7,498
Senior Engineering Technician		<b>G / NE</b>	ANNUAL	70,495	74,020	77,721	81,607	85,687	89,971
Accountant	108	<b>G(*) / NE</b>	HOURLY	36.60	38.43	40.35	42.37	44.49	46.72
Budget Analyst		<b>C / NE</b>	BI-WEEKLY	2,928	3,075	3,228	3,390	3,559	3,737
Code Compliance Officer		<b>G / NE</b>	MONTHLY	6,345	6,662	6,995	7,345	7,712	8,097
Deputy City Clerk		<b>M / E</b>	ANNUAL	76,135	79,941	83,938	88,135	92,542	97,169
Executive Assistant		<b>C / E</b>							
Public Works Inspector		<b>G / NE</b>							
Assistant Engineer*	109	<b>G / NE</b>	HOURLY	39.53	41.51	43.58	45.76	48.05	50.45
Emergency Services Coordinator		<b>G / E</b>	BI-WEEKLY	3,163	3,321	3,487	3,661	3,844	4,036
Human Resources Analyst		<b>C / E</b>	MONTHLY	6,852	7,195	7,554	7,932	8,329	8,745
Human Resources Analyst/DEI Officer		<b>C / E</b>	ANNUAL	82,225	86,337	90,653	95,186	99,945	104,943
Management Analyst		<b>M(*) / E</b>							
Environmental Services Specialist		<b>M / NE</b>							
Recreation Supervisor		<b>M / NE</b>							
Associate Planner	110	<b>G / NE</b>	HOURLY	42.69	44.83	47.07	49.42	51.89	54.49
Senior Legal Analyst		<b>C / E</b>	BI-WEEKLY	3,416	3,586	3,766	3,954	4,152	4,359
			MONTHLY	7,400	7,770	8,159	8,567	8,995	9,445
			ANNUAL	88,803	93,244	97,906	102,801	107,941	113,338
Associate Engineer**	111	<b>G / NE</b>	HOURLY	46.11	48.41	50.84	53.38	56.05	58.85
Supervising Librarian		<b>M / E</b>	BI-WEEKLY	3,689	3,873	4,067	4,270	4,484	4,708
			MONTHLY	7,992	8,392	8,812	9,252	9,715	10,200
			ANNUAL	95,908	100,703	105,738	111,025	116,576	122,405
Environmental Services Coordinator	112	<b>M / E</b>	HOURLY	49.80	52.29	54.90	57.65	60.53	63.56
Senior Management Analyst		<b>C / E</b>	BI-WEEKLY	3,984	4,183	4,392	4,612	4,842	5,085
Project Manager		<b>M / E</b>	MONTHLY	8,632	9,063	9,516	9,992	10,492	11,016
Public Information Officer		<b>C / E</b>	ANNUAL	103,580	108,759	114,197	119,907	125,902	132,198
Senior Planner		<b>M / E</b>							
Sustainability Coordinator		<b>M / E</b>							

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

Senior Housing Analyst

**Category or Bargaining Unit**

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Accounting Manager	113	M/C / E	HOURLY	54.28	56.99	59.84	62.84	65.98	69.28
Community Relations Manager		M/C / E	BI-WEEKLY	4,342	4,560	4,787	5,027	5,278	5,542
Economic Development Coord.		M / E	MONTHLY	9,409	9,879	10,373	10,892	11,436	12,008
HR / Risk Manager		M/C / E	ANNUAL	112,902	118,548	124,475	130,699	137,234	144,095
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	59.17	62.12	65.23	68.49	71.92	75.51
Supervising Senior Planner		M / E	BI-WEEKLY	4,733	4,970	5,218	5,479	5,753	6,041
Parks and Recreation Manager		M/M / E	MONTHLY	10,255	10,768	11,306	11,872	12,465	13,089
			ANNUAL	123,064	129,217	135,678	142,462	149,585	157,064
City Clerk	115	E - E	HOURLY	64.49	67.71	71.10	74.66	78.39	82.31
Planning Manager		M/M / E	BI-WEEKLY	5,159	5,417	5,688	5,972	6,271	6,585
Principal Civil Engineer		M/M / E	MONTHLY	11,178	11,737	12,324	12,940	13,587	14,267
Public Works Manager		M/M / E	ANNUAL	134,139	140,846	147,889	155,283	163,047	171,200
Senior Project Engineer - grandfathered class		M - E							
Principal Project Manager		M/M / E							
Parks and Open Space Manager		M/M / E							
Assistant Public Works Director	116	M/M / E	HOURLY	70.29	73.81	77.50	81.37	85.44	89.72
Library Director (Asst. Neighborhood Services Director)		M/M / E	BI-WEEKLY	5,624	5,905	6,200	6,510	6,835	7,177
			MONTHLY	12,184	12,794	13,433	14,105	14,810	15,551
			ANNUAL	146,212	153,523	161,199	169,259	177,722	186,608
Assistant City Attorney	117	E / E	HOURLY	76.62	80.45	84.47	88.70	93.13	97.79
Finance Director		E / E	BI-WEEKLY	6,130	6,436	6,758	7,096	7,451	7,823
Neighborhood Services Director		E / E	MONTHLY	13,281	13,945	14,642	15,374	16,143	16,950
General Services Director		E / E	ANNUAL	159,371	167,340	175,707	184,492	193,716	203,402
Public Works Director***	118	E / E	HOURLY	83.52	87.69	92.08	96.68	101.51	106.59
Planning & Environmental Review Director <sup>1</sup>		E / E	BI-WEEKLY	6,681	7,015	7,366	7,734	8,121	8,527
			MONTHLY	14,476	15,200	15,960	16,758	17,596	18,476
			ANNUAL	173,714	182,400	191,520	201,096	211,151	221,709
Assistant City Manager	119	E / E	HOURLY	87.69	92.08	96.68	101.51	106.59	111.92
			BI-WEEKLY	7,015	7,366	7,734	8,121	8,527	8,954
			MONTHLY	15,200	15,960	16,758	17,596	18,476	19,399
			ANNUAL	182,400	191,520	201,096	211,151	221,709	232,794
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**

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Document History: Revised March 5, 2022; January 1, 2022, November 16, 2021, July 20, 2021, January 1, 2021, February 18, 2020, January 4, 2020, December 3, 2019, July 6, 2019, 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	20.53	21.55	22.63	23.76	24.95	26.20
			BI-WEEKLY	1,642	1,724	1,810	1,901	1,996	2,096
			MONTHLY	3,558	3,736	3,923	4,119	4,325	4,541
			ANNUAL	42,696	44,831	47,073	49,426	51,898	54,492
Maintenance Worker I	101	<b>G / NE</b>	HOURLY	21.76	22.85	23.99	25.19	26.45	27.77
Records Technician/Recording Clerk		<b>G / NE</b>	BI-WEEKLY	1,741	1,828	1,919	2,015	2,116	2,222
Library Assistant I		<b>G / NE</b>	MONTHLY	3,772	3,960	4,158	4,366	4,584	4,813
			ANNUAL	45,258	47,521	49,897	52,392	55,011	57,762
Maintenance Worker II	102	<b>G / NE</b>	HOURLY	23.28	24.45	25.67	26.95	28.30	29.71
Office Specialist		<b>G / NE</b>	BI-WEEKLY	1,863	1,956	2,053	2,156	2,264	2,377
Library Assistant II		<b>G / NE</b>	MONTHLY	4,036	4,237	4,449	4,672	4,905	5,150
			ANNUAL	48,426	50,847	53,390	56,059	58,862	61,805
Senior Office Specialist	103	<b>G / NE</b>	HOURLY	24.91	26.16	27.46	28.84	30.28	31.79
Library Technician		<b>G / NE</b>	BI-WEEKLY	1,993	2,093	2,197	2,307	2,422	2,544
			MONTHLY	4,318	4,534	4,761	4,999	5,249	5,511
			ANNUAL	51,816	54,407	57,127	59,983	62,983	66,132
Accounting Specialist	104	<b>G / NE</b>	HOURLY	26.90	28.25	29.66	31.15	32.70	34.34
Permit Technician		<b>G / NE</b>	BI-WEEKLY	2,152	2,260	2,373	2,492	2,616	2,747
Senior Library Technician		<b>G / E</b>	MONTHLY	4,663	4,897	5,141	5,399	5,668	5,952
Facilities Maintenance Technician		<b>G / NE</b>	ANNUAL	55,961	58,759	61,697	64,782	68,021	71,422
Administrative Assistant	105	<b>G(*) / NE</b>	HOURLY	29.06	30.51	32.04	33.64	35.32	37.08
Lead Maintenance Worker		<b>G / NE</b>	BI-WEEKLY	2,325	2,441	2,563	2,691	2,825	2,967
Public Affairs Assistant		<b>G / NE</b>	MONTHLY	5,037	5,288	5,553	5,830	6,122	6,428
Librarian I		<b>M / NE</b>	ANNUAL	60,438	63,460	66,633	69,965	73,463	77,136
Assistant Engineering Technician		<b>G / NE</b>							
Public Works Supervisor	106	<b>M / NE</b>	HOURLY	31.38	32.95	34.60	36.33	38.14	40.05
Librarian II		<b>M / NE</b>	BI-WEEKLY	2,511	2,636	2,768	2,906	3,052	3,204
Associate Engineering Technician		<b>G / NE</b>	MONTHLY	5,439	5,711	5,997	6,297	6,612	6,942
			ANNUAL	65,273	68,537	71,964	75,562	79,340	83,307
Assistant Planner	107	<b>G / NE</b>	HOURLY	33.89	35.59	37.37	39.23	41.20	43.26
Legal Office Assistant		<b>C / NE</b>	BI-WEEKLY	2,711	2,847	2,989	3,139	3,296	3,460
Management Assistant		<b>G(*) / NE</b>	MONTHLY	5,875	6,168	6,477	6,801	7,141	7,498
Senior Engineering Technician		<b>G / NE</b>	ANNUAL	70,495	74,020	77,721	81,607	85,687	89,971
Accountant	108	<b>G(*) / NE</b>	HOURLY	36.60	38.43	40.35	42.37	44.49	46.72
Budget Analyst		<b>C / NE</b>	BI-WEEKLY	2,928	3,075	3,228	3,390	3,559	3,737
Code Compliance Officer		<b>G / NE</b>	MONTHLY	6,345	6,662	6,995	7,345	7,712	8,097
Deputy City Clerk		<b>M / E</b>	ANNUAL	76,135	79,941	83,938	88,135	92,542	97,169
Executive Assistant		<b>C / E</b>							
Public Works Inspector		<b>G / NE</b>							
Assistant Engineer*	109	<b>G / NE</b>	HOURLY	39.53	41.51	43.58	45.76	48.05	50.45
Emergency Services Coordinator		<b>G / E</b>	BI-WEEKLY	3,163	3,321	3,487	3,661	3,844	4,036
Human Resources Analyst		<b>C / E</b>	MONTHLY	6,852	7,195	7,554	7,932	8,329	8,745
Human Resources Analyst/DEI Officer		<b>C / E</b>	ANNUAL	82,225	86,337	90,653	95,186	99,945	104,943
Management Analyst		<b>M(*) / E</b>							
Environmental Services Specialist		<b>M / NE</b>							
Recreation Supervisor		<b>M / NE</b>							
Associate Planner	110	<b>G / NE</b>	HOURLY	42.69	44.83	47.07	49.42	51.89	54.49
Senior Legal Analyst		<b>C / E</b>	BI-WEEKLY	3,416	3,586	3,766	3,954	4,152	4,359
			MONTHLY	7,400	7,770	8,159	8,567	8,995	9,445
			ANNUAL	88,803	93,244	97,906	102,801	107,941	113,338
Associate Engineer**	111	<b>G / NE</b>	HOURLY	46.11	48.41	50.84	53.38	56.05	58.85
Supervising Librarian		<b>M / E</b>	BI-WEEKLY	3,689	3,873	4,067	4,270	4,484	4,708
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**CITY OF GOLETA, CALIFORNIA**  
**SALARY SCHEDULE FY 2022-23**  
**M / E**

Senior Housing Analyst

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Assistant to the City Manager		M/C / E							
Senior Engineer		M / E							
Sustainability Manager		M/M / E							
Deputy City Attorney	114	C / E	HOURLY	59.17	62.12	65.23	68.49	71.92	75.51
Supervising Senior Planner		M / E	BI-WEEKLY	4,733	4,970	5,218	5,479	5,753	6,041
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Senior Project Engineer - grandfathered class		M - E							
Principal Project Manager		M/M / E							
Parks and Open Space Manager		M/M / E							
Assistant Public Works Director	116	M/M / E	HOURLY	70.29	73.81	77.50	81.37	85.44	89.72
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Neighborhood Services Director		E / E	MONTHLY	13,281	13,945	14,642	15,374	16,143	16,950
General Services Director		E / E	ANNUAL	159,371	167,340	175,707	184,492	193,716	203,402
Public Works Director***	118	E / E	HOURLY	83.52	87.69	92.08	96.68	101.51	106.59
Planning & Environmental Review Director <sup>1</sup>		E / E	BI-WEEKLY	6,681	7,015	7,366	7,734	8,121	8,527
			MONTHLY	14,476	15,200	15,960	16,758	17,596	18,476
			ANNUAL	173,714	182,400	191,520	201,096	211,151	221,709
Assistant City Manager	119	E / E	HOURLY	87.69	92.08	96.68	101.51	106.59	111.92
			BI-WEEKLY	7,015	7,366	7,734	8,121	8,527	8,954
			MONTHLY	15,200	15,960	16,758	17,596	18,476	19,399
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City Manager			ANNUAL	267,883	(eff. 10/23/21)				

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## **ATTACHMENT 5:**

Resolution No. 22-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California Amending the Wage Schedule for Hourly Employees and Intern Assignments for Fiscal Years 2019/20 Through 2021/22."

## **RESOLUTION NO. 22-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, AMENDING THE WAGE SCHEDULE FOR HOURLY EMPLOYEES AND INTERN ASSIGNMENTS FOR FISCAL YEARS 2019/20 THROUGH 2021/22**

**WHEREAS**, the City of Goleta has had a long-standing paid internship program in the non-classified service providing local students with the opportunity for on-the-job experience and training in public service; and

**WHEREAS**, upon its assumption of management of the Goleta Library in Fiscal Year 2018/19 and Zone 4 County libraries in Fiscal Year 2019/20, the City hired incumbent short-hour part-time Library Pages in the non-classified service as interns, and these employees would be more appropriately categorized as hourly employees; and

**WHEREAS**, certain other employees currently categorized as interns would also be more appropriately categorized as hourly employees; and

**WHEREAS**, the City wishes to establish a regular and transparent method for Council to approve and amend wage schedules and benefits related to these hourly employees and interns; and

**WHEREAS**, increases to the California state minimum wage will affect wages for some such employees over the next several years and the City wishes to set out the impacts of these wages increases in advance;

**WHEREAS**, on September 3, 2019, Council adopted Resolution No. 19-53 entitled, "A Resolution of the City Council of the City of Goleta, California, Establishing a Wage Schedule for Hourly and Intern Assignments for Fiscal Years 2019/20 through 2021/22" and wishes to amend the Wage Schedule contained therein to include additional job categories and wage adjustments;

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

#### **SECTION 1.**

The category of "Hourly" employment will apply to those part-time, intern, temporary, and seasonal employees in hourly classifications identified herein. Such employment may not exceed 999 hours in any July through June fiscal year without the prior written approval of the City Manager. The hourly rates contained in this Resolution shall supersede any other previously approved hourly rates for hourly and intern assignments for fiscal years 2019/20 through 2021/22.

**SECTION 2.**

Wage ranges for hourly employees and interns shall be established as follows:

Effective July 1, 2019

<b>Level</b>	<b>Entry</b>	<b>Maximum</b>
Library Page	12.00	
Department Aide	12.00	16.00
Intern I	12.00	
Intern II	13.00	16.00
Intern III	17.00	
Legal Intern I	17.00	
Legal Intern II	18.00	19.00

Effective December 23, 2019

<b>Level</b>	<b>Entry</b>	<b>Maximum</b>
Library Page	13.00	
Department Aide	13.00	16.00
Intern I	13.00	
Intern II	13.50	16.00
Intern III	17.00	
Legal Intern I	17.00	
Legal Intern II	18.00	21.00

Effective December 19, 2020

<b>Level</b>	<b>Entry</b>	<b>Maximum</b>
Library Page	14.00	
Department Aide	14.00	16.00
Intern I	14.00	
Intern II	14.50	16.00
Intern III	17.00	
Legal Intern I	17.00	
Legal Intern II	18.00	21.00

Effective December 18, 2021

<b>Level</b>	<b>Entry</b>	<b>Maximum</b>
Library Page	15.00	
Department Aide	15.00	16.50
Intern I	15.00	
Intern II	15.50	16.50
Intern III	17.00	
Legal Intern I	17.00	
Legal Intern II	18.00	21.00

Effective May 7, 2022

<b>Level</b>	<b>Entry</b>	<b>Maximum</b>
Custodian	15.30	
Library Page	15.30	
Department Aide	15.30	19.30
Intern I	15.00	
Intern II	15.50	19.30
Intern III	20.30	
Legal Intern I	20.30	
Legal Intern II	21.30	24.30
Special Project Associate	25.00	

**SECTION 3.**

Where no wage range exists, employees will be appointed at the identified entry wage rate. Where a wage range exists, the City Manager or his/her designee may assign an employee at any wage level within the range based on qualifications and tenure.

**SECTION 4.**

Such employees serve in the non-classified service and will receive benefits only as required by state and federal law, or as may be subsequently established for these employees by resolution of the City Council.

**SECTION 5**

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 \_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
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. 22-\_\_ was duly adopted  
by the City Council of the City of Goleta at a regular meeting held on the \_\_ day  
of \_\_\_\_\_, 2022 by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

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