



**TO:** Mayor and Councilmembers

**FROM:** Michelle Greene, City Manager

**CONTACT:** Todd Mitchell, HR/Risk Manager  
Luke Rioux, Finance Director

**SUBJECT:** Memoranda of Understanding with Employee Bargaining Units

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute a Memorandum of Understanding with Service Employees International Union, Local 620 Regarding the Goleta General Employees Bargaining Unit (Attachment 1); and
- B. Approve and authorize the City Manager to execute a Memorandum of Understanding with Service Employees International Union, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit (Attachment 2); and
- C. Approve and adopt Resolution 18-\_\_\_ 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 Year 2017/18 and 2018/19" (Attachment 3), and
- D. Appropriate \$70,580 from General Fund Unassigned Fund Balance, which will be allocated to the various departments' salary and benefit accounts for Fiscal Year 2017/18.

**BACKGROUND:**

The extant Memoranda of Understanding (MOU) with the employee bargaining units represented by Service Employees International Union, Local 620 (SEIU) reach the end of their terms on December 31, 2018. On September 25, 2017, SEIU served written notice to the City of their desire to negotiate successor agreements to the existing MOU. Management staff recently concluded negotiations with the employee bargaining units on new MOU.

## **DISCUSSION:**

Management has met with representatives of the employee bargaining units. The proposed agreements have been ratified by the members of both units. The General Employees Bargaining Unit MOU is attached as Attachment 1, and the Miscellaneous Employees Bargaining Unit MOU is attached as Attachment 2. The proposed agreements have identical terms, and include the following key provisions:

- Establish a term for the agreements through December 31, 2020, continuing year to year after that time unless either party seeks to negotiate a new agreement by providing written notification of such intent by September 30, 2020.
- The proposed agreement may be reopened for non-monetary modifications effective in 2019, limited to two Articles per side, with written notice in September 2018.
- An across the board increase of 2% to the salary schedule effective on the first pay period after January 1, 2018.
- An across the board increase of 1% to the salary schedule effective on the first pay period after January 1, 2019.
- An across the board increase of 3% to the salary schedule effective on the first pay period after January 1, 2020.
- An increase to the benefit plan allowance effective January 1, 2018 of \$10 per month for a maximum of \$1,275.
- Effective December 1, 2020 the City's retirement contribution shall be capped at the rates in effect at the time, subject to change through negotiation.
- The addition of Article 25. – LATENESS AND ABSENTEEISM POLICY which clarifies that excessive absenteeism may be subject to disciplinary action.

The longer term of the agreements will reduce the impacts in staff time and money incurred with more frequent negotiations.

The compensation modifications are appropriate and consistent with the City Council's desire to attract and retain a qualified workforce to provide services to the community. The compensation increases reflect cost of living increases and are consistent with the Consumer Price Index (CPI) for the Los Angeles/Anaheim/Riverside area provided by the Department of Labor – Bureau of Labor Statistics, based on the annual average of the last three years. Reflecting City Council's desire to apply the salary and benefit adjustments to all positions, a resolution implementing the adjustment to the salary for all positions in the organization is provided as Attachment 3.

## **FISCAL IMPACTS:**

Increased costs associated with the 2% cost of living increase and the adjustment in the health benefit allowance effective the first pay period after January 1, 2018 total approximately \$70,580 and were not included in the FY 17/18 budget. An appropriation of \$70,580 from the General Fund unassigned fund balance is necessary at this time and will be allocated to the various department salary and benefit accounts. Appropriation requests for FY 18/19 have been included with other mid-cycle

adjustments in the Mid-Cycle Budget, which will be taken to Council for adoption on June 5, 2018.

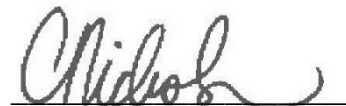
**ALTERNATIVES:**

The Council may choose not to approve the MOUs. In that event, Management will return to the bargaining table to attempt to achieve a mutually acceptable agreement. If the parties are unable to achieve agreement, there are avenues of legal recourse available to the parties.

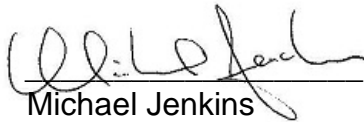
**Reviewed By:**

**Legal Review By:**

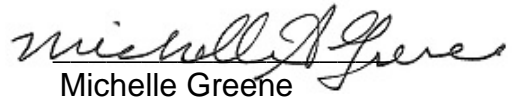
**Approved By:**



Carmen Nichols  
Deputy City Manager



Michael Jenkins  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta General Employees Bargaining Unit
2. Memorandum of Understanding with SEIU, Local 620 Regarding the Goleta Miscellaneous Employees Bargaining Unit
3. Resolution No. 18-\_\_ 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 Year 2017-18 and 2018-19"



## **Attachment 1**

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, 2020

Reopener: January 2019

## TABLE OF CONTENTS

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



# TABLE OF CONTENTS

ARTICLE	PAGE
23. Educational Assistance	17
24. Bilingual Allowance	18
25. Lateness and Absenteeism Policy	18
Signature Page	19

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this first day of September, 2015, 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.

**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 following classifications: Maintenance Worker; Lead Maintenance Worker; Accounting Specialist; Accountant; Receptionist; Permit Technician; Associate Planner; Assistant Planner; Administrative Assistant; Office Specialist; Public Affairs Assistant; Code Compliance Officer; Public Works Inspector; and Assistant Engineer.

**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, 2020, 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.

#### **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.

### **Article 4. MEMBERSHIP DUES/AGENCY SHOP**

The parties agree that this UNIT is an agency shop unit. It is the intent of these parties that the agency shop provisions in the Agency Shop Agreement, shall be incorporated herein by this reference as though set forth in full.

Union Dues, Agency Shop Fees and Core Agency Shop Fees, as applicable, shall be collected and accounted for as provided in the Agency Shop Agreement.

## **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 news bulletins;
- 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%

## **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. 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.
- 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 December 1, 2020 the City's retirement contribution shall be capped at the rates in effect at the time, subject to change thru negotiation.
  - 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.

## **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, the performance shall be deemed to be good or acceptable. Any consideration of merit increases shall be separately and concurrently considered and, when granted, shall be applied retroactively to the anniversary date as defined in Sec 3.2 of the Personnel Rules.

### **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 time entry.

### **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.

## 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:
- 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**

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.

### **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.



**SIGNATURE PAGE**

**CITY**

**UNION**

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## **Attachment 2**

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, 2020

Reopener: January 2019

## TABLE OF CONTENTS

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

## TABLE OF CONTENTS

ARTICLE	PAGE
23. Educational Assistance	17
24. Bilingual Allowance	18
25. Lateness and Absenteeism Policy	18
Signature Page	19

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this first day of September, 2015, 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.

**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 following classifications: Project Engineer, Project Manager, Senior Planner, Senior Project Engineer, Supervising Senior Planner, Environmental Services Coordinator, Senior Project Manager, Sustainability Coordinator, Economic Development Coordinator, Traffic Engineer, and Deputy City Clerk.

**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, 2020, 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.

#### **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.

### **Article 4. MEMBERSHIP DUES/AGENCY SHOP**

The parties agree that this UNIT is an agency shop unit. It is the intent of these parties that the agency shop provisions in the Agency Shop Agreement, shall be incorporated herein by this reference as though set forth in full.

Union Dues, Agency Shop Fees and Core Agency Shop Fees, as applicable, shall be collected and accounted for as provided in the Agency Shop Agreement.

## **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 news bulletins;
- 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%

## **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. 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.
- 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 December 1, 2020 the City's retirement contribution shall be capped at the rates in effect at the time, subject to change thru negotiation.
  - 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.

## **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 Miscellaneous 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, the performance shall be deemed to be good or acceptable. Any consideration of merit increases shall be separately and concurrently considered and, when granted, shall be applied retroactively to the anniversary date as defined in Sec 3.2 of the Personnel Rules.

### **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 time entry.

### **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.

## 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> <i>(Reflected in Payroll as Saturday)</i> 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:

- 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**

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.

### **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.

**SIGNATURE PAGE**

**CITY**

**UNION**

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### **Attachment 3**

Resolution No. 18-\_\_\_ 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 Year 2017-18 and 2018-19"



**RESOLUTION NO. 18-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GOLETA, CALIFORNIA AMENDING THE CITY OF GOLETA  
SALARY SCHEDULE AND CLASSIFICATION PLAN FOR  
FISCAL YEAR 2017-18 AND 2018-19**

**WHEREAS**, 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 2017-18 and 2018-19, which included personnel classifications and compensation ranges; and

**WHEREAS**, on June 6, 2017, the City Council adopted said recommended schedule of authorized positions, personnel classifications and compensation ranges and appropriations for the City of Goleta Operating and CIP Budget for Fiscal Year 2017-18 and Fiscal Year 2018-19.

**WHEREAS**, on February 6, 2018, the City Council last amended said recommended schedule of authorized positions, personnel classifications and compensation ranges for the Library Program Budget for Fiscal Year 2018/19; and

**WHEREAS**, on May 15, 2018, the City Council approved Memorandum of Understanding with its employee bargaining units which calls for adjustments to the Salary Schedule; and

**WHEREAS**, the City Council now seeks to amend the City of Goleta Salary Schedule and Classification Plan for FY 2017-18 and 2018-19.

**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 for Fiscal Year 2017-18 and 2018-19 included herein as Exhibit A is hereby approved and adopted to supersede any prior Salary Schedule and Classification Plan effective with the payroll period commencing January 6, 2018.

**SECTION 2.**

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

**PASSED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of May, 2018.**

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
MICHAEL JENKINS  
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. 18-\_\_ was duly adopted by  
the City Council of the City of Goleta at a regular meeting held on the 15<sup>th</sup> day of  
May, 2018, by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

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

**CITY OF GOLETA, CALIFORNIA**  
**SALARY SCHEDULE FY 2017-18 and FY 2018-19**

CLASSIFICATION TITLE	GRADE EMPLOYMENT			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	NO.	CATGY./FLSA							
City Hall Receptionist	100	<b>M - NE</b>	HOURLY	18.60	19.53	20.50	21.53	22.60	23.73
			BI-WEEKLY	1,488	1,562	1,640	1,722	1,808	1,899
			MONTHLY	3,223	3,384	3,554	3,731	3,918	4,114
			ANNUAL	38,679	40,613	42,643	44,775	47,014	49,365
Maintenance Worker I	101	<b>M - NE</b>	HOURLY	19.71	20.70	21.73	22.82	23.96	25.16
Records Technician/Recording Clerk			BI-WEEKLY	1,577	1,656	1,739	1,825	1,917	2,013
Library Assistant I			MONTHLY	3,417	3,587	3,767	3,955	4,153	4,361
			ANNUAL	40,999	43,049	45,202	47,462	49,835	52,327
Maintenance Worker II	102	<b>M - NE</b>	HOURLY	21.09	22.15	23.25	24.42	25.64	26.92
Office Specialist			BI-WEEKLY	1,687	1,772	1,860	1,953	2,051	2,153
Library Assistant II			MONTHLY	3,656	3,839	4,031	4,232	4,444	4,666
			ANNUAL	43,869	46,063	48,366	50,784	53,324	55,990
Senior Office Specialist	103	<b>M - NE</b>	HOURLY	22.57	23.70	24.88	26.12	27.43	28.80
Library Technician			BI-WEEKLY	1,805	1,896	1,990	2,090	2,194	2,304
			MONTHLY	3,912	4,107	4,313	4,528	4,755	4,992
			ANNUAL	46,940	49,287	51,752	54,339	57,056	59,909
Accounting Specialist	104	<b>M - NE</b>	HOURLY	24.37	25.59	26.87	28.21	29.63	31.11
Permit Technician			BI-WEEKLY	1,950	2,047	2,150	2,257	2,370	2,489
			MONTHLY	4,225	4,436	4,658	4,891	5,135	5,392
			ANNUAL	50,696	53,230	55,892	58,686	61,621	64,702
Administrative Assistant	105	<b>M - NE</b>	HOURLY	26.32	27.64	29.02	30.47	32.00	33.60
Lead Maintenance Worker			BI-WEEKLY	2,106	2,211	2,322	2,438	2,560	2,688
Public Affairs Assistant			MONTHLY	4,563	4,791	5,030	5,282	5,546	5,823
Librarian I			ANNUAL	54,751	57,489	60,363	63,381	66,550	69,878
Public Works Supervisor	106	<b>M - NE</b>	HOURLY	28.43	29.85	31.34	32.91	34.55	36.28
Librarian II			BI-WEEKLY	2,274	2,388	2,507	2,633	2,764	2,903
			MONTHLY	4,928	5,174	5,433	5,704	5,990	6,289
			ANNUAL	59,131	62,088	65,192	68,452	71,874	75,468
Assistant Planner	107	<b>M - NE</b>	HOURLY	30.70	32.24	33.85	35.54	37.32	39.19
Legal Office Assistant			BI-WEEKLY	2,456	2,579	2,708	2,843	2,986	3,135
Management Assistant			MONTHLY	5,322	5,588	5,867	6,161	6,469	6,792
Senior Engineering Technician			ANNUAL	63,862	67,055	70,408	73,928	77,624	81,506
Accountant	108	<b>C - NE</b>	HOURLY	33.16	34.82	36.56	38.39	40.30	42.32
Code Compliance Officer			BI-WEEKLY	2,653	2,785	2,925	3,071	3,224	3,386
Deputy City Clerk			MONTHLY	5,748	6,035	6,337	6,654	6,986	7,335
Executive Assistant			ANNUAL	68,971	72,419	76,040	79,842	83,834	88,026
Public Works Inspector	109	<b>M - NE</b>	HOURLY	35.81	37.60	39.48	41.46	43.53	45.71
Assistant Engineer			BI-WEEKLY	2,865	3,008	3,159	3,317	3,482	3,656
Human Resources Analyst			MONTHLY	6,207	6,518	6,844	7,186	7,545	7,922
Management Analyst			ANNUAL	74,488	78,213	82,123	86,230	90,541	95,068
Associate Planner	110	<b>T/P - NE</b>	HOURLY	38.68	40.61	42.64	44.77	47.01	49.36
Senior Legal Analyst			BI-WEEKLY	3,094	3,249	3,411	3,582	3,761	3,949
			MONTHLY	6,704	7,039	7,391	7,761	8,149	8,556
			ANNUAL	80,447	84,470	88,693	93,128	97,784	102,674
Supervising Librarian	111	<b>C - E</b>	HOURLY	41.77	43.86	46.05	48.35	50.77	53.31
			BI-WEEKLY	3,342	3,509	3,684	3,868	4,062	4,265
			MONTHLY	7,240	7,602	7,982	8,382	8,801	9,241
			ANNUAL	86,883	91,227	95,789	100,578	105,607	110,887
Environmental Services Coordinator	112	<b>M/M - E</b>	HOURLY	45.11	47.37	49.74	52.22	54.83	57.58
Senior Management Analyst			BI-WEEKLY	3,609	3,789	3,979	4,178	4,387	4,606
Project Engineer			MONTHLY	7,819	8,210	8,621	9,052	9,505	9,980
Project Manager			ANNUAL	93,834	98,526	103,452	108,624	114,056	119,758
Public Information Officer			<b>C - E</b>						
Senior Planner			<b>T/P - E</b>						
Sustainability Coordinator		<b>M/M - E</b>							

**Fair Labor Standards Act Classification**

Confidential	NE = Non Exempt from overtime
Miscellaneous	E = Exempt from overtime
Technical/Professional	
Mid-Management	
Executive Management	

**CITY OF GOLETA, CALIFORNIA**  
**SALARY SCHEDULE FY 2017-18 and FY 2018-19**

CLASSIFICATION TITLE	GRADE EMPLOYMENT			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	NO.	CATGY./FLSA							
Accounting Manager	113	C - E	HOURLY	49.17	51.63	54.21	56.92	59.77	62.76
Community Relations Manager		C - E	BI-WEEKLY	3,934	4,130	4,337	4,554	4,782	5,021
Economic Development Coord.		C - E	MONTHLY	8,523	8,949	9,397	9,867	10,360	10,878
HR / Risk Manager		C - E	ANNUAL	102,279	107,393	112,762	118,401	124,321	130,537
Parks and Recreation Manager		M/M - E							
Library Services Manager		M/M - E							
Deputy City Attorney	114	C - E	HOURLY	53.60	56.28	59.09	62.05	65.15	68.41
Supervising Senior Planner		M/M - E	BI-WEEKLY	4,288	4,502	4,727	4,964	5,212	5,472
Traffic Engineer		T/P - E	MONTHLY	9,290	9,755	10,243	10,755	11,292	11,857
			ANNUAL	111,484	117,058	122,911	129,057	135,509	142,285
City Clerk	115	EM - E	HOURLY	58.42	61.34	64.41	67.63	71.01	74.56
Planning Manager		M/M - E	BI-WEEKLY	4,674	4,907	5,153	5,410	5,681	5,965
Principal Civil Engineer		M/M - E	MONTHLY	10,126	10,633	11,164	11,723	12,309	12,924
Public Works Manager		M/M - E	ANNUAL	121,518	127,593	133,973	140,672	147,705	155,091
Senior Project Manager		T/P - E							
Senior Project Engineer		T/P - E							
Deputy Public Works Director	116	M/M - E	HOURLY	63.68	66.86	70.21	73.72	77.40	81.27
			BI-WEEKLY	5,094	5,349	5,617	5,897	6,192	6,502
			MONTHLY	11,038	11,590	12,169	12,778	13,417	14,087
			ANNUAL	132,454	139,077	146,031	153,332	160,999	169,049
Assistant City Attorney	117	EM - E	HOURLY	69.41	72.88	76.53	80.35	84.37	88.59
Finance Director		EM - E	BI-WEEKLY	5,553	5,831	6,122	6,428	6,750	7,087
Planning Director		EM - E	MONTHLY	12,031	12,633	13,264	13,928	14,624	15,355
Neighborhood Services and Public Safety Director		EM - E	ANNUAL	144,375	151,594	159,173	167,132	175,489	184,263
Library Director		EM - E							
Public Works Director*	118	EM - E	HOURLY	75.66	79.44	83.41	87.58	91.96	96.56
			BI-WEEKLY	6,053	6,355	6,673	7,007	7,357	7,725
			MONTHLY	13,114	13,770	14,458	15,181	15,940	16,737
			ANNUAL	157,369	165,237	173,499	182,174	191,283	200,847
Deputy City Manager	119	EM - E	HOURLY	79.44	83.41	87.58	91.96	96.56	101.39
			BI-WEEKLY	6,355	6,673	7,007	7,357	7,725	8,111
			MONTHLY	13,770	14,458	15,181	15,940	16,737	17,574
			ANNUAL	165,237	173,499	182,174	191,283	200,847	210,889

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

**Fair Labor Standards Act Classification**

Confidential	NE =	Non Exempt from overtime
Miscellaneous	E =	Exempt from overtime
Technical/Professional		
Mid-Management		
Executive Management		

**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2018-19**

CLASSIFICATION TITLE	GRADE NO.	EMPLOYMENT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		CATGY./FLSA							
City Hall Receptionist	100	<b>M - NE</b>	HOURLY	18.78	19.72	20.71	21.74	22.83	23.97
			BI-WEEKLY	1,503	1,578	1,657	1,739	1,826	1,918
			MONTHLY	3,255	3,418	3,589	3,769	3,957	4,155
			ANNUAL	39,066	41,019	43,070	45,223	47,484	49,859
Maintenance Worker I	101	<b>M - NE</b>	HOURLY	19.91	20.90	21.95	23.05	24.20	25.41
Records Technician/Recording Clerk			BI-WEEKLY	1,593	1,672	1,756	1,844	1,936	2,033
Library Assistant I			MONTHLY	3,451	3,623	3,804	3,995	4,194	4,404
			ANNUAL	41,409	43,480	45,654	47,937	50,333	52,850
Maintenance Worker II	102	<b>M - NE</b>	HOURLY	21.30	22.37	23.49	24.66	25.89	27.19
Office Specialist			BI-WEEKLY	1,704	1,789	1,879	1,973	2,071	2,175
Library Assistant II			MONTHLY	3,692	3,877	4,071	4,274	4,488	4,712
			ANNUAL	44,308	46,524	48,850	51,292	53,857	56,550
Senior Office Specialist	103	<b>M - NE</b>	HOURLY	22.79	23.93	25.13	26.39	27.71	29.09
Library Technician			BI-WEEKLY	1,823	1,915	2,010	2,111	2,216	2,327
			MONTHLY	3,951	4,148	4,356	4,574	4,802	5,042
			ANNUAL	47,410	49,780	52,269	54,883	57,627	60,508
Accounting Specialist	104	<b>M - NE</b>	HOURLY	24.62	25.85	27.14	28.50	29.92	31.42
Permit Technician			BI-WEEKLY	1,969	2,068	2,171	2,280	2,394	2,513
			MONTHLY	4,267	4,480	4,704	4,939	5,186	5,446
			ANNUAL	51,202	53,763	56,451	59,273	62,237	65,349
Administrative Assistant	105	<b>M - NE</b>	HOURLY	26.59	27.92	29.31	30.78	32.32	33.93
Lead Maintenance Worker			BI-WEEKLY	2,127	2,233	2,345	2,462	2,585	2,714
Public Affairs Assistant			MONTHLY	4,608	4,839	5,081	5,335	5,601	5,881
Librarian I			ANNUAL	55,299	58,064	60,967	64,015	67,216	70,577
Public Works Supervisor	106	<b>M - NE</b>	HOURLY	28.71	30.15	31.66	33.24	34.90	36.65
Librarian II			BI-WEEKLY	2,297	2,412	2,532	2,659	2,792	2,932
			MONTHLY	4,977	5,226	5,487	5,761	6,049	6,352
			ANNUAL	59,723	62,709	65,844	69,136	72,593	76,223
Assistant Planner	107	<b>M - NE</b>	HOURLY	31.01	32.56	34.19	35.90	37.69	39.58
Legal Office Assistant			BI-WEEKLY	2,481	2,605	2,735	2,872	3,015	3,166
Management Assistant			MONTHLY	5,375	5,644	5,926	6,222	6,533	6,860
Senior Engineering Technician			ANNUAL	64,500	67,725	71,112	74,667	78,401	82,321
Accountant	108	<b>C - NE</b>	HOURLY	33.49	35.17	36.92	38.77	40.71	42.74
Code Compliance Officer			BI-WEEKLY	2,679	2,813	2,954	3,102	3,257	3,419
Deputy City Clerk			MONTHLY	5,805	6,095	6,400	6,720	7,056	7,409
Executive Assistant			ANNUAL	69,660	73,143	76,801	80,641	84,673	88,906
Public Works Inspector	109	<b>M - NE</b>	HOURLY	36.17	37.98	39.88	41.87	43.96	46.16
Assistant Engineer			BI-WEEKLY	2,894	3,038	3,190	3,350	3,517	3,693
Human Resources Analyst			MONTHLY	6,269	6,583	6,912	7,258	7,621	8,002
Management Analyst			ANNUAL	75,233	78,995	82,945	87,092	91,446	96,019
Associate Planner	110	<b>T/P - NE</b>	HOURLY	39.06	41.02	43.07	45.22	47.48	49.86
Senior Legal Analyst			BI-WEEKLY	3,125	3,281	3,445	3,618	3,799	3,988
			MONTHLY	6,771	7,110	7,465	7,838	8,230	8,642
			ANNUAL	81,252	85,314	89,580	94,059	98,762	103,700
Supervising Librarian	111	<b>C - E</b>	HOURLY	42.19	44.30	46.51	48.84	51.28	53.84
			BI-WEEKLY	3,375	3,544	3,721	3,907	4,102	4,308
			MONTHLY	7,313	7,678	8,062	8,465	8,889	9,333
			ANNUAL	87,752	92,140	96,747	101,584	106,663	111,996
Environmental Services Coordinator	112	<b>M/M - E</b>	HOURLY	45.56	47.84	50.23	52.75	55.38	58.15
Senior Management Analyst			BI-WEEKLY	3,645	3,827	4,019	4,220	4,431	4,652
Project Engineer			MONTHLY	7,898	8,293	8,707	9,143	9,600	10,080
Project Manager			ANNUAL	94,772	99,511	104,486	109,711	115,196	120,956
Public Information Officer			<b>C - E</b>						
Senior Planner			<b>T/P - E</b>						
Sustainability Coordinator		<b>M/M - E</b>							

**Fair Labor Standards Act Classification**

Confidential	NE = Non Exempt from overtime
Miscellaneous	E = Exempt from overtime
Technical/Professional	
Mid-Management	
Executive Management	



**CITY OF GOLETA, CALIFORNIA  
SALARY SCHEDULE FY 2018-19**

CLASSIFICATION TITLE	GRADE EMPLOYMENT			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	NO.	CATGY./FLSA							
Accounting Manager	113	C - E	HOURLY	49.66	52.15	54.75	57.49	60.37	63.39
Community Relations Manager		C - E	BI-WEEKLY	3,973	4,172	4,380	4,599	4,829	5,071
Economic Development Coord.		C - E	MONTHLY	8,608	9,039	9,491	9,965	10,464	10,987
HR / Risk Manager		C - E	ANNUAL	103,302	108,467	113,890	119,585	125,564	131,842
Parks and Recreation Manager		M/M - E							
Library Services Manager		M/M - E							
Deputy City Attorney	114	C - E	HOURLY	54.13	56.84	59.68	62.67	65.80	69.09
Supervising Senior Planner		M/M - E	BI-WEEKLY	4,331	4,547	4,775	5,013	5,264	5,527
Traffic Engineer		T/P - E	MONTHLY	9,383	9,852	10,345	10,862	11,405	11,976
			ANNUAL	112,599	118,229	124,140	130,347	136,865	143,708
City Clerk	115	EM - E	HOURLY	59.01	61.96	65.05	68.31	71.72	75.31
Planning Manager		M/M - E	BI-WEEKLY	4,720	4,957	5,204	5,465	5,738	6,025
Principal Civil Engineer		M/M - E	MONTHLY	10,228	10,739	11,276	11,840	12,432	13,053
Public Works Manager		M/M - E	ANNUAL	122,733	128,869	135,313	142,078	149,182	156,642
Senior Project Manager		T/P - E							
Senior Project Engineer		T/P - E							
Deputy Public Works Director	116	M/M - E	HOURLY	64.32	67.53	70.91	74.45	78.18	82.09
			BI-WEEKLY	5,145	5,403	5,673	5,956	6,254	6,567
			MONTHLY	11,148	11,706	12,291	12,905	13,551	14,228
			ANNUAL	133,779	140,468	147,491	154,866	162,609	170,739
Assistant City Attorney	117	EM - E	HOURLY	70.11	73.61	77.29	81.16	85.21	89.47
Finance Director		EM - E	BI-WEEKLY	5,608	5,889	6,183	6,492	6,817	7,158
Planning Director		EM - E	MONTHLY	12,152	12,759	13,397	14,067	14,770	15,509
Neighborhood Services and Public Safety Director		EM - E	ANNUAL	145,819	153,110	160,765	168,803	177,244	186,106
Library Director		EM - E							
Public Works Director*	118	EM - E	HOURLY	76.41	80.24	84.25	88.46	92.88	97.53
			BI-WEEKLY	6,113	6,419	6,740	7,077	7,431	7,802
			MONTHLY	13,245	13,907	14,603	15,333	16,100	16,905
			ANNUAL	158,942	166,890	175,234	183,996	193,196	202,855
Deputy City Manager	119	EM - E	HOURLY	80.24	84.25	88.46	92.88	97.53	102.40
			BI-WEEKLY	6,419	6,740	7,077	7,431	7,802	8,192
			MONTHLY	13,907	14,603	15,333	16,100	16,905	17,750
			ANNUAL	166,890	175,234	183,996	193,196	202,855	212,998

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

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