

Contract No.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF SOUTH GATE

AND THE

SOUTH GATE

MUNICIPAL EMPLOYEES

ASSOCIATION

JULY 1, 2021 – JUNE 30, 2024

CONTENTS

ARTICLE I GENERAL PROVISIONS	5
SECTION 1 RECOGNITION	5
SECTION 2 CURRENT AND SUPPLEMENTAL AGREEMENTS.....	5
SECTION 3 NON-DISCRIMINATION.....	6
SECTION 4 DURATION.....	6
SECTION 5 DUES DEDUCTION	6
SECTION 6 CONTRACTING OUT SERVICES.....	7
SECTION 7 DRESS CODE	8
SECTION 8 ASSOCIATION BUSINESS.....	8
SECTION 9 USE OF CITY FACILITIES	8
SECTION 10 LABOR MANAGEMENT COMMITTEE.....	9
SECTION 11 EMPLOYEE HANDBOOK.....	9
SECTION 12 PROBATION	9
SECTION 13 MAINTENANCE OF BENEFITS	11
SECTION 14 ELECTRONIC CHECK DEPOSIT.....	11
SECTION 15 SUBSTANCE ABUSE POLICY	11
SECTION 16 SMOKE FREE POLICY	11
SECTION 17 SUCCESSOR MOU NEGOTIATIONS	11
SECTION 18 WORK SCHEDULES	11
SECTION 19 DRINKING WATER	11
SECTION 20 ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION.....	12
SECTION 21 EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF OFFICIAL DOCUMENTS	13
ARTICLE II SALARY & ALLOWANCES.....	13
SECTION 1 PAY INCREASES IMPLEMENTATION.....	13
SECTION 2 WAGES	13
SECTION 3 LONGEVITY PAY	14
SECTION 4 MERIT BASED STEP INCREASE	14

SECTION 5	ACTING PAY.....	15
SECTION 6	EDUCATIONAL REIMBURSEMENT.....	16
SECTION 7	MILEAGE ALLOWANCE.....	17
SECTION 8	BILINGUAL PAY	17
SECTION 9	CERTIFICATE PAY.....	17
SECTION 10	UNIFORM PAY	18
SECTION 11	STANDBY AND CALL-BACK PAY.....	19
SECTION 12	HEAVY EQUIPMENT OPERATOR PAY	21
SECTION 13	COMMERCIAL DRIVER'S LICENSE	22
ARTICLE III FRINGE BENEFITS.....		22
SECTION 1	MEDICAL, DENTAL & VISION INSURANCE.....	22
SECTION 2	LIFE INSURANCE	23
SECTION 3	VOLUNTARY LIFE INSURANCE	23
SECTION 4	RETIREMENT	24
SECTION 5	DEFERRED COMPENSATION	26
SECTION 6	RISK MANAGEMENT & MEDICAL PROTECTION FOR COMMERCIAL LICENSE OPERATORS	27
SECTION 7	PHYSICAL FITNESS.....	27
SECTION 8	LONG TERM DISABILITY	27
SECTION 9	FLEXIBLE SPENDING ACCOUNT DEPENDENT CARE TAX SAVINGS.....	27
ARTICLE IV LEAVE POLICIES.....		28
SECTION 1	HOLIDAY LEAVE.....	28
SECTION 2	VACATION.....	29
SECTION 3	SICK LEAVE	30
SECTION 4	PAY FOR JURY DUTY.....	33
SECTION 5	UNPAID LEAVE	33
SECTION 6	MATERNITY LEAVE	34
SECTION 7	FAMILY MEDICAL LEAVE ACT.....	35
SECTION 8	BEREAVEMENT.....	35

SECTION 9	JOB RELATED INJURY OR ILLNESS	36
SECTION 10	MILITARY LEAVE.....	36
SECTION 11	COMPENSATORY TIME LEAVE.....	37
ARTICLE V DISCIPLINE & GRIEVANCE PROCEDURES.....		37
SECTION 1	DISCIPLINE PROCEDURE	37
SECTION 2	GRIEVANCE PROCEDURE	42
ARTICLE VI IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING		45
SECTION 1	WAGE RIGHTS	45
ARTICLE VII LAYOFFS		46
ARTICLE VIII REHIRES AND CONTRACT EMPLOYEES/CONSULTANTS		48
ARTICLE IX FULL UNDERSTANDING.....		48
ARTICLE X REOPENERS		49
APPENDIX A RANGES, STEPS, AND JOB TITLES		51

ARTICLE I

GENERAL PROVISIONS

SECTION 1 RECOGNITION

The South Gate Municipal Employees Association [affiliated and represented by the Service Employees International Union, Local 721], hereinafter called the "Association" or "SGMEA," is the duly recognized employee organization for its members employed by the City of South Gate (hereinafter called the "City") in an employee unit defined in Section 8.2.5 of the City's Employer-Employee Relations Resolution (Resolution No. 4508) as "All Municipal Employees of the City" assigned to the "500" Series salary range.

SECTION 2 CURRENT AND SUPPLEMENTAL AGREEMENTS

The City and the Association previously entered into a Memorandum of Understanding ("MOU") dated January 15, 2015, for the period July 1, 2014 through June 30, 2015 ("SGMEA MOU 2014-2015"), which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association. The SGMEA MOU 2014-2015 was subsequently extended through Amendment No 1 thereto through June 30, 2017. On November 30, 2017, the parties reached a complete Tentative Agreement on a successor MOU for the period July 1, 2017 through June 30, 2020, which was ratified by the members of the SGMEA on December 4, 2017 and adopted by the City Council on December 12, 2017 as Contract 3401. A successor MOU, however, was not prepared prior to the expiration of the Tentative Agreement. Thereafter, the parties agreed to maintain the status quo of the most recent agreement between the parties for an additional year, through June 30, 2021.

It is the intent of the City and the Association that this successor MOU supersede all previous resolutions, MOUs, agreements, side letters or understandings either written or oral, and contains the entire understanding between the parties on all matters subject to the meet and confer process. No amendment, change, or variation hereof shall be valid or binding unless reduced to writing and signed by duly authorized representatives of the City and the Association.

SECTION 3 NON-DISCRIMINATION

The City and the Association agree that, in applying the terms of this MOU, neither party will discriminate against any employee because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, political beliefs and affiliations, or union affiliation of any person or for any other reason prohibited by law.

SECTION 4 DURATION

This MOU shall cover the period from July 1, 2021 through June 30, 2024 and shall supersede the SGMEA MOU 2014-15, the Amendment No. 1 thereto, the Tentative Agreement Contract No. 3401 and any Side Letters entered into during or after the adoption of the Tentative Agreement, which are intended to be incorporated in this MOU if to be continued. The MOU shall become effective only after ratification by the members of the Association and after the first full pay period after adoption by the City Council of the City of South Gate.

SECTION 5 DUES DEDUCTION

A. Automatic Payroll Deduction.

The City will continue automatic payroll deduction for the collection of Association dues throughout the term of this Agreement. The Association may request in writing that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the salary or wages of members of the Association. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall also provide the certification of the membership list for deduction purposes to the City on an annual basis or more often as needed. Accordingly, the Association dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary or wages of each employee whose name is provided in writing by the Association.

The City shall provide for payroll deductions on each payroll period (twenty-six times per calendar year). The City shall remit the total amount of deductions to the Association within thirty (30) calendar days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of thirty (30) calendar days prior to the change to accommodate changes to payroll. Membership within and/or payment of any dues or fees to the Association shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the Association.

The Association shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) working days, then the City shall be relieved of any further responsibility.

The Association shall indemnify, defend, and hold harmless the City for: (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from the Association, and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this Article relating to maintenance of membership. However, the Association shall not indemnify, defend, or hold harmless the City for its own errors in administering the dues deductions on behalf of the Association. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed directly with the Association and shall not be subject to the City's grievance procedures.

B. "COPE" Contribution.

Association members may voluntarily authorize in writing a Committee on Political Education (COPE) deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Association indicating the amount to be deducted. The parties agree that an employee may revoke any such deduction at any time. The parties further agree that neither the Association nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke contribution.

SECTION 6 CONTRACTING OUT SERVICES

The City retains the right to contract out services as allowed by law. To the extent required by law, the City will meet and confer with the Association

prior to the initiation of the bidding process to contract out bargaining unit work. It is the parties' intent to avoid the lay-off of any employee due to contracting out wherever possible, but the parties' understand that the City may do so as a business necessity. The Association agrees that it will cooperate with the City in determining the most efficient and effective ways to accomplish work processes, though the City retains the ultimate decision making authority regarding matters within its management prerogative/rights as defined by Section 5 of the City's Employer-Employee Relations Resolution No. 4508. If it is determined that a represented employee is laid off as a result of contracting out of services, the employee will receive a separation benefit of four (4) months' pay in addition to the normal termination benefits applicable to other employees covered by this MOU

SECTION 7 DRESS CODE

The parties agree that City dress codes shall be determined by management in accordance with business necessity and shall not be subject to meet and confer.

SECTION 8 ASSOCIATION BUSINESS

Elected Association stewards and officials will be provided a reasonable amount of time during normal working hours to conduct official union business. This time will be recorded in accordance with City policy. Time spent on official Association business will not disrupt critical work schedules. Disputes about this policy will be resolved through good faith discussions between the City and the Association and will not be subject to the grievance procedure.

The City agrees to provide two (2) days of release time with pay per year for each of two (2) Board Members or Board's designee/s to attend conferences or other activities as set by the Association.

SECTION 9 USE OF CITY FACILITIES

The City agrees that the Association may use City facilities to conduct meetings, provided that advance notice is given to the City, proper reservations are made for the use of the facilities to ensure availability and prevent scheduling conflicts, and that such use does not interfere with the normal business operations of the City.

SECTION 10 LABOR MANAGEMENT COMMITTEE

The parties shall use Joint Labor Management Committee meetings as needed to address issues of concern to the parties. The purpose of the Committee meetings shall be to discuss issues of interest to the unit members, issues of interest to management and issues of mutual interest. The party calling for the meeting shall provide the agenda for the meeting and provide the list of attendees from their side at least one week in advance of the meeting, with the other party supplementing the agenda at least two days in advance of the meeting and providing the list of their attendees. The meetings shall be attended by representatives of the City as deemed by the City necessary to address the issues, which shall start with the Director of Human Resources. The meetings shall be attended by no more than two employee representatives of the Association, along with any non-employee representatives as deemed necessary. If either party requires more than 2 employee representatives, they may request their attendance in advance and the request will not be unreasonably denied.

SECTION 11 EMPLOYEE HANDBOOK

The Employee Handbook will be updated periodically and will be available in electronic form and subject to meet and confer on matters within the scope of representation.

SECTION 12 PROBATION

- A. All new Association represented employees, including classifications working in the City's Police Department, are required to complete a probationary period of one (1) year, which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position. Employees on probation will receive a step raise the first full pay period after successfully completing their probationary period.
- B. Any appointment to a position from an eligibility list is subject to a probationary period of one (1) year equivalent to a total of 2,080 actual work time hours including earned Holiday Leave before an appointee acquires a permanent status in the new position.
- C. Evaluations shall be done at six (6) months and twelve (12) months. Two weeks prior to the end of the probationary period, the Department Head

shall forward the probationary employee's Performance Appraisal to the Personnel Officer recommending that the employee be given permanent status if their service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated. The initial probationary period may be extended six (6) months at the discretion of the Department Head in documented cases where work performance cannot be fully evaluated within the initial one (1) year probationary period.

- D. If an employee is not timely evaluated on or before twelve (12) months after hire, then their probation is deemed automatically extended until completed and a formal decision is made to fail, pass or extend probation by a set period of time. No employee shall be deemed to have passed probation by failure of the City to timely act on the probation as only formal written approval by the Personnel Officer can result in permanent status in the position. However, if the City does not complete the final evaluation of new hire appointments within sixty (60) business days after the end of the probationary period or extended probationary period, then the employee will be deemed to have passed probation. If the City does not complete the final evaluation of promotional appointments within fifteen (15) business days after the end of the probationary period or extended probationary period, then the employee will be deemed to have passed probation.
- E. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to review by an Administrative Law Judge or the City Council. The Personnel Officer may restore any employee so terminated to the eligible list from which they were removed if there appears to be adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.
- F. After completing probation, each employee shall receive an annual performance review which shall be due on the anniversary of the date that they passed probation in their current position.

SECTION 13 MAINTENANCE OF BENEFITS

All existing wages, hours, and other terms and conditions of employment presently enjoyed by Association members shall remain in full force and effect for the duration of the term of this MOU, except as specifically modified by the provisions herein or by mutual written agreement of the parties.

SECTION 14 ELECTRONIC CHECK DEPOSIT

The City will continue to provide an electronic check deposit program.

SECTION 15 SUBSTANCE ABUSE POLICY

The City and the Association agree that it is appropriate to provide a drug free workplace through the establishment of policies and procedures which clearly prohibit the use of alcohol and other drugs and their influence on the job. The Association will cooperate with the City in implementing its Drug and Alcohol Abuse Policy. The City agrees to meet and confer with the Association prior to making any significant modifications to its Drug and Alcohol Abuse Policy.

SECTION 16 SMOKE FREE POLICY

All City buildings and City vehicles shall be considered smoke-free areas.

SECTION 17 SUCCESSOR MOU NEGOTIATIONS

The parties agree to meet in March of the last year of the contract to begin negotiations for a successor agreement to the MOU.

SECTION 18 WORK SCHEDULES

All existing work schedules, including alternative work schedules, shall continue for the duration of the MOU. The City agrees to meet and confer with the Association on any proposed changes to the alternate work schedules.

SECTION 19 DRINKING WATER

The City will ensure that employees have access to drinking water.

SECTION 20 ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION

The City agrees to provide no less than ten (10) calendar days' notice to the Association in advance of any new employee orientation(s) and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. In accordance with Government Code Section 3557, access shall be determined by mutual agreement between the City and the Association. Access could be effectuated by representational attendance or correspondence, although the parties' preference is generally correspondence over representational attendance. The Association shall advise the City reasonably in advance of any orientation as to the type of access requested.

The City agrees to provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide the Association with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the Association's written request.

Notwithstanding the foregoing, the City shall not provide the Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this MOU, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. The City will not provide the Association with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the Public Records Act).

The Association shall furnish any information needed by the City to fulfill the provisions of this Article. The City shall furnish any information needed by the Association to fulfill the provisions of this Article. The Association shall keep an adequate itemized record of its financial transactions and shall make a detailed written financial report available to the City and to all bargaining unit employees annually.

SECTION 21 EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF OFFICIAL DOCUMENTS

Employees being served with City documents that contain a formal Notice of Acknowledgement of Receipt with a signature line and date for the employee to sign and who are directed to sign such document at the time presented, shall promptly sign and date the Notice of Acknowledgement of Receipt or may be subject to discipline for insubordination for failure to comply with an official directive and for violation of this MOU. Any disciplinary document shall have the following sentence before the signature line: "My signature does not mean that I agree with the contents of this document and does not waive any of my rights."

ARTICLE II

SALARY & ALLOWANCES

SECTION 1 PAY INCREASES IMPLEMENTATION

All payroll changes for step increases, pay increases, and other compensation changes will be made effective prospectively or retroactively, as is appropriate, on the effective date of said change.

SECTION 2 WAGES

Wages shall be as reflected in Appendix A.

- A. For Fiscal Year 2021-22, there shall be no cost-of-living-adjustment ("COLA") or change in salary ranges.
- B. Effective the first full payroll period in July 2022 or the first full payroll period after City Council approval of either a Tentative Agreement or a successor MOU, whichever is later, the salary range and base salary for the represented Unit classifications and employees still on payroll shall be increased by seven and one-quarter percent (7.25%).
- C. Effective the second full payroll period in July 2022 or the second full payroll period after City Council approval of either a Tentative Agreement or a successor MOU, whichever is later, employees still on payroll and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$5,000.00.

- D. Effective the first full payroll period in July 2023 the base salary for the classifications for the represented Unit classifications shall be increased by three and one-half percent (3.5%).
- E. Effective the second full payroll period in July 2023, employees still on payroll and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$4,000.00.
- F. Salary ranges for all current classifications shall be updated in the MOU Appendix to be in conformance with the above agreements.

SECTION 3 LONGEVITY PAY

The City recognizes that as an employee's service with the City increases, the employee's knowledge of operating procedures, productivity and ability to provide outstanding service to the citizens of South Gate increases. For these reasons, the City provides longevity pay which is added to each step for eligible employees. Longevity pay is determined once per year (on July 1) and is computed prior to the percentage increase to each Step contained in Section 2. Wages. For pay calculations purposes, such as, but not limited to, overtime, pension, sick leave, and vacation, longevity pay is added to an employee's base pay.

Effective the first full pay period after adoption of the Tentative Agreement for this MOU by the City Council of the City of South Gate, the previous MOU percentages for Longevity Pay shall be converted to flat pay rates based upon the top step for each classification as of June 30, 2022. A Pay Schedule reflecting these flat pay amounts are attached hereto as Appendix A3.

SECTION 4 MERIT BASED STEP INCREASE

All employees will receive an annual performance evaluation in accordance with Article I, Section 12. Advancement to a higher Step in each Grade will be contingent upon overall satisfactory or exemplary performance evaluations. Should a supervisor fail to complete an evaluation through no fault of the employee, the employee will automatically receive any regularly scheduled increase.

Merit increases must be recommended by the employee's supervisor and approved by the Department Head. Supervisors are required to take

affirmative action to withhold a salary step increase, with this action to be approved by the Department Head. Any action taken to withhold a regularly scheduled salary step increase shall be reviewed by the Personnel Officer if the employee requests. Further, if a supervisor rates an employee unsatisfactory and fails to withhold a step increase, the supervisor shall be required to justify the lack of action. Withholding a salary increase is an administrative action, and not disciplinary, and therefore is not the subject to appeal under the grievance procedure, including the Civil Service Commission or Office of Administrative Hearings. When an employee is given an unsatisfactory performance evaluation, and a salary step withheld, the employee and supervisor shall meet and establish goals and a plan to improve the performance. When an employee meets goals of the performance improvement plan the employee will then earn a step increase.

SECTION 5 ACTING PAY

A. RIGHT TO ADDITIONAL COMPENSATION.

Employees who are formally appointed to act and work in a higher temporarily vacant and budgeted position shall be entitled to additional compensation in the amount set forth below under the terms set forth below.

B. CONDITIONS PRECEDENT ADDITIONAL COMPENSATION

1. Minimum Time in Classification Requirement

The employee must be appointed to work in a temporarily vacant and budgeted higher classification for the requisite time periods specified below:

- a. If the temporarily vacant and budgeted higher classification to which the employee is appointed is vacant due to lack of a permanent employee occupying said position, the requisite time period is three (3) consecutive work weeks in order to receive acting pay, at which time the acting pay shall be retroactive to the commencement of the appointment start date.
- b. If the temporarily vacant and budgeted higher classification to which the employee is assigned is vacant due to a temporary absence of a permanent employee, such as illness, vacation, leave of absence, or absence without leave, the requisite time period is a

cumulative period of four (4) work weeks in a twelve (12) month period preceding the day upon which the employee is appointed to commence acting in the higher classification, at which time the acting pay shall be retroactive to the commencement of the appointment start date.

2. Authorization

Appointment to act and work in a temporarily vacant and budgeted higher classification must be approved in writing signed by the Department Director. Additionally, prior to the first day of eligibility for compensation, as stated in subparagraph 1, the Personnel Officer has authorized the appointment in writing to confirm that there is a temporarily vacant and budgeted higher classification. If the Personnel Officer is not available to approve the appointment, then the Department Director shall not continue the acting appointment beyond five (5) working days unless or until they have obtained approval of the Personnel Officer.

3. Compensation

Acting Pay shall be in the amount equal to the number of hours worked in the higher classification after meeting the minimum time in classification requirement multiplied by the rate of compensation established for that position classification at the step in the Salary and Compensation Resolution necessary to provide the employee with a minimum of a five percent (5%) increase but shall in no event exceed the highest step of the range assigned to the higher classification.

SECTION 6 EDUCATIONAL REIMBURSEMENT

The individual educational reimbursement cap is \$2,500 per fiscal year (\$3,000 for private universities). The City shall reasonably budget for this expense based upon past use experience. Full-time City employees who have successfully passed their initial probation period are eligible to participate in the educational reimbursement plan.

To be eligible for reimbursement the employee must obtain a grade of "C" or better and submit a grade slip or other evidence of successful course completion and appropriate invoices and/or receipts. If the employee leaves voluntarily or separates from the City within two years of completing a course for which reimbursement is received, he/ she shall be required to repay the

City for said funds, on a pro-rata basis (i.e., 1/24th for each month short of two years). The City may withhold the amount of such reimbursement from the employee's final check.

The City agrees to allow a flexible work schedule for an employee who is enrolled in an academic program and needs an early release time to attend classes. The flexible work schedule is limited to one hour of early release time per day where an employee can start work early or take a shortened lunch break, provided that a ten (10) hour day is completed, subject to all applicable laws, and prior approval of the Department Head.

SECTION 7 MILEAGE ALLOWANCE

The City agrees to reimburse employees at a rate equivalent to the IRS allowable Index for employee use of their personal vehicles during the course and scope of their work and on City business.

SECTION 8 BILINGUAL PAY

Employees who are assigned to a job classification that has been designated by the City as a bilingual preferred position with public contact (i.e., verbal and/or written translation of English to Spanish or Spanish to English is desirable) shall receive additional compensation based on the employee's ability to pass the following bilingual exams:

TIER I — Proficient verbal bilingual skill, \$75.00 per month.

TIER II — Proficient verbal, reading, and writing bilingual skills \$100.00 per month.

TIER III — Excellent verbal, reading, and writing bilingual skills and the ability to act as a translator in meetings \$175.00 per month.

SECTION 9 CERTIFICATE PAY

A. The City shall pay for any health examination required for a job-required license or certificate renewal.

B. Pesticide Application

The City agrees to extend pesticide application certificate pay to those Public Works employees who apply pesticides as part of their job requirements. The City will determine which employees will qualify for pesticide application certificate pay.

The proper application and disposal of pesticides within the City of South Gate is critical to the health and safety of employees and the community. Therefore, employees who hold a license and certification that allows for the independent application of pesticides and the training/oversight of other employees in the application of pesticides shall receive an allowance equal to three (3) percent of pay for their grade and step. This allowance is based on the grade and step of the employee and is not computed on top of other allowances, including, but not limited to Longevity Pay.

C. NCCCO Certification

Employees required by their job descriptions to obtain a National Commission for the Certification of Crane Operators (NCCCO) certification for the purposes of operating a crane shall receive additional compensation in the form of \$350 per month. Employees who obtain a NCCCO certification for the purposes of operating a crane and whose job description does not require such certification shall receive additional compensation of \$50.00 per day for the time actually spent operating the crane on City business. The Department Director must approve the employee obtaining the certificate when the certificate is not required by their job description. The Association grievance regarding NCCCO certification pay which has not yet been resolved shall not be subject to or otherwise impaired by this new provision and shall be determined by the NCCCO certification language in existence at the time the grievance was filed. Any Association represented employee who was already receiving NCCCO certification pay as of the effective date of this MOU shall continue to receive such pay until their current certification expires and shall thereafter be governed by this updated provision.

SECTION 10 UNIFORM PAY

Represented employees shall not receive prior Uniform Allowance for FY 2022-23. The City will instead set up a voucher/approved vendor option, with a reimbursement provision only if voucher/approved vendor is not available. Employee supervisor must approve any reimbursement request in advance and any reasonable expense request. Until voucher system is set up, City agrees not to discipline employees for poor quality of their uniforms. City and Association to meet and confer within ninety (90) days regarding which classifications/positions are required to wear uniforms, what those uniforms

will be, and the reasonable voucher/reimbursement costs for specific items of uniform.

SECTION 11 STANDBY AND CALL-BACK PAY

- A. The City shall provide stand-by pay to all eligible employees, including Police Department employees, as follows: \$25.00 weekdays; \$35.00 for weekend and/or holiday duty.
- B. Stand-By pay for those positions in MEA within the Water Division who take computers home shall be increased to \$30.00/weekday and \$50.00/weekend duty. No call-out pay or overtime pay for using computers at remote locations shall be paid unless the employee is called out or requested to work overtime. Other computer users may be added later if approved by the City Manager.
- C. In order to be entitled to the standby pay, the designated employee must be continuously available for each twenty-four (24) hour day of standby duty.
- D. The purpose of the standby and call back system is to provide an orderly and reasonable method to meet the unusual and emergency needs of the City of South Gate during employees' non-working hours.
- E. A monthly schedule for standby personnel will be issued and posted. Each employee is expected to comply with the schedule. Any schedule change will be done by the appropriate supervisor. All substitutions or changes must be approved in advance by the appropriate supervisor.
- F. An employee's standby duty shift or tour will be typically for a one- week period, or multiples of one week periods, and will begin at the end of the work day on the first day of the employee's standby tour and shall end at the close of the last work day of the assigned tour.
- G. When on standby the employee upon being paged, is required to contact the South Gate Police Department Dispatcher within 15 minutes of the initial page. The employee on standby then has 45 minutes from the time of the page to respond to the call if the employee is located within 30 miles of the City Corporate Yard (or 60 minutes if outside of 30-mile distance.)
- H. All emergency and standby calls received by the Police Dispatcher are logged as to the time and nature of the call and who was contacted to respond.

- I. It is the individual standby employee's responsibility to be certain that the pager is fully operational by check of the self-test feature. The pager is to be in the possession of the standby employee with the volume set at the appropriate level to be heard from the time the standby shift begins until returning to work the following workday. The pager is to be off during regular work hours.
- J. An employee who is assigned to standby and is actually called back to work will be paid one (1) two-hour minimum per call, pay for each call back except if call backs are not within the same initial two (2) hour period. For calls within the same initial two (2) hour period actual time will be calculated and used for time over and above the two-hour period. Call back time begins when the employee leaves his/her home to report directly to work or, if not at home, at such time that he/she responds to the pager or call.

Example 1: Employee is called in at 8 A.M., finishes at 8:30 A.M., gets second call at 9 A.M. and finishes at 9:30 A.M. Employee would be entitled to two hours at time and one half their regular rate of pay (except on holidays, which are paid at 2½ times the regular rate of pay).

Example 2: Employee is called in at 8 A.M., finishes at 8:30 A.M., gets second call at 9 A.M. and finishes at 11:30 A.M. Employee would be entitled to three and one half hours at time and one half their regular rate of pay (except on holidays, which are paid at 2½ times the regular rate of pay).

Example 3: Employee is called in at 8 A.M., finishes at 8:30 A.M., gets second call at 1 P.M. and finishes at 1:30 P.M. Employee would be entitled to two call back payments of two hours each at time and one half their regular rate of pay (except on holidays, which are paid at 2½ times the regular rate of pay).

- K. All bargaining unit members living within the City limits will be allowed to drive the city service vehicle to and from work while on standby status. The vehicle is only to be used for answering standby calls and the standby bargaining unit member has the responsibility to secure the vehicle at night, including locking any tool bins located on the vehicle.
- L. In the event an employee works over thirty two (32) hours within two (2) consecutive days (in accordance with Fair Labor Standards Act (FLSA) rules) or at the discretion of Director, the City will provide the employees with the option of overnight accommodations, or reimburse the employee

for hotel accommodations within a five (5) mile radius up to one hundred and twenty-five dollars (\$125.00) per night for hotel accommodations for those days worked.

SECTION 12 HEAVY EQUIPMENT OPERATOR PAY

A. Equipment Covered

The parties agree that the following list is defined as "Heavy Equipment" for the purposes of the additional compensation at the rates specified below for bargaining unit employees for the time spent operating the equipment. The list is including but is not limited to the following:

- GAPVAX Jetter Vacuum Truck, Unit 209 (both operators to be compensated)
- Backhoe/Skiploader; Units 351, 288, 299
- Boom Truck, Unit 203
- Dump Trucks - Units 284 & 329
- Sewer Jetter Unit 208 (both operators to be compensated)
- Street Sweeper; Units 220, 213, 218
- Large Cranes; Units 359, 638

B. Compensation Rate

1. If the employee is in a classification lower than Grade 535, Equipment Operator they will receive the hourly pay for the step in Grade 535, Equipment Operator that corresponds to the step they are currently in. For instance, if an employee is in Step C, he/she will receive the hourly rate for Step C in Grade 535, Equipment Operator, for the time actually spent operating heavy equipment.
2. If the employee is in a classification that is in Grade 535, Equipment Operator or higher, they will receive a pay differential of five percent (5%) above the employee's pay grade. This category of employees will receive this five percent (5%) differential for the time actually spent operating the following Heavy Equipment only:
 - GAPVAX — Jetter Vacuum Truck, Unit 209
 - Backhoe/Skiploader; Units 351, 288, 299
 - Street Sweeper; Units 220, 213, 218
 - Large Cranes; Units 359, 638

SECTION 13 COMMERCIAL DRIVER'S LICENSE

Any City employee who does not possess a Class B driver's license and who is required by his job description to obtain a Class B license shall be sent while on duty to a certified school, which shall be paid for by the City. The City shall, however, receive a credit for the cost of sending employees to driver's training against the individual educational reimbursement cap of each affected employee. An employee will be provided only one opportunity to attend driving school at City expense pursuant to this provision. Failure to timely obtain the required Class B Driver's license shall be deemed just cause for termination of employment. Within first six (6) months after adoption of a tentative agreement for a successor MOU, the City and Association representatives shall meet and confer to review which represented classifications should require a Class B Driver's license. During this review period, City shall not terminate any represented employee for not having a Class B Driver's license. Prior medical accommodations regarding having or not having Class B Driver's license will continue to be honored as long as accommodations remain authorized as required by law.

ARTICLE III

FRINGE BENEFITS

SECTION 1 MEDICAL, DENTAL & VISION INSURANCE

A. MEDICAL INSURANCE

The City will pay insurance premiums which are equivalent to the rate for Kaiser-Region 3. Employees who select more expensive plans will be responsible for any difference in premiums. The City will provide an amount equal to the one-party Kaiser rate per month in deferred compensation to those employees who opt out of the City's medical insurance. Employees who have not opted out prior to July 1, 2022 or who were hired after July 1, 2022 and who opt out of the City's medical insurance shall receive one-half of the premium amount for which they would otherwise qualify. Current employees who have opted out prior to July 1, 2022 will continue to receive 100% of the premium amount. Employees must show proof of alternate medical coverage on a yearly basis in order to receive payment provided herein.

The current Kaiser-Region 3 rate may be requested from the Personnel Office.

B. DENTAL INSURANCE

The City will:

- a. Pay the maximum amount equivalent to the HMO California Dental Network plan family coverage rate. Employees who select more expensive plans (PPOs), will be responsible for any difference in premiums.
- b. Provide an amount equal to the HMO California Dental Network plan family coverage rate per month in deferred compensation to those employees who opt out of the City's dental insurance. Employees who have not opted out prior to July 1, 2022 or who were hired after July 1, 2022 and who opt out of the City's dental insurance shall receive one-half of the premium amount for which they would otherwise qualify. Current employees who have opted out prior to July 1, 2022 will continue to receive 100% of the premium amount. Employees must show proof of alternate dental insurance coverage on a yearly basis in order to receive the payment provided herein.

C. VISION PLAN

The City agrees to contribute up to the monthly dollar amount equal to the Superior Vision plus family coverage rate toward vision plan coverage.

SECTION 2 LIFE INSURANCE

The City shall provide \$50,000 of Life and Accidental Death and Dismemberment Insurance for all employees represented by the Association. However, consistent with current industry standards, coverage will reduce to 65% at age 65, 40% at age 70, 25% at age 75 and 15% at age 80.

SECTION 3 VOLUNTARY LIFE INSURANCE

Eligible employees will be offered the opportunity to purchase life insurance in addition to the life insurance paid for by the City. Currently the voluntary life coverage is provided by Principal, which establishes the terms and conditions regarding coverage. Employees who elect voluntary life coverage will be responsible for the cost of the premium. If, due to a change in insurance carrier or other reasons, any significant features of the Plan need to be

changed, the City will meet and confer with the Association before the changes are implemented.

SECTION 4 RETIREMENT

A. The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are two (2) tiers depending on date of hire which define the various retirement levels for retirement formula, final compensation calculation and employee contribution/cost sharing as follows:

1. **Tier 1: Employees hired prior to January 1, 2013 or employees hired by the City on and after January 1, 2013 who are laterals from another CalPERS agency or an agency whose retirement system has reciprocity with CalPERS, within six (6) months.**

The retirement formula is 2.7% at 55 years of age. Final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months.

Tier 1 Employees shall pay the full employee CalPERS contribution of eight percent (8%) of compensation.

2. **Tier 2: Employees hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members":**

The retirement formula is two percent (2%) at 62 years of age. Final compensation is calculated using the highest average annual compensation over a thirty-six (36) consecutive month period.

Pursuant to PEPRA requirements, Employees in Tier 2 shall pay the full amount of the employee's normal cost of the benefits (i.e. one half normal cost), which amount is currently six point seven five percent (6.75%) of compensation.

The City will take such actions necessary to adopt and implement Internal Revenue Code Section 414(h)(2) to enable each employee to make their Employee Contributions, as specified in Article III, Section 4.A.I and 2. above, on a tax deferred basis. Should Federal or State law(s) or regulation(s) require the withholding of personal income taxes, the City will withhold such incomes taxes.

B. COST SHARING

Starting the first full pay period in July 2023, all represented unit members, "Classic" and "PEPRA" as defined by CalPERS, shall pay 1% towards the employer CalPERS contribution as cost sharing to be implemented by a CalPERS contract amendment. In the event that the Association represented employees do not vote to approve such cost sharing or CalPERS contract Amendment, then the City shall be entitled to reduce the July 2023 scheduled wage increase by 1% from 3.5% wage to 2.5%.

C. ADDITIONAL RETIREMENT BENEFITS

The following are benefits provided to the employees for retirement:

- 1. POST-RETIREMENT SURVIVOR BENEFIT** — Provides that upon death of a member, after retirement, an allowance shall be continued to the surviving spouse.
- 2. POST-RETIREMENT SURVIVOR ALLOWANCE to Continue After Remarriage** — Allows the survivor allowance to continue even though survivor of a retiree re-marries.
- 3. CONTINUATION OF DEATH BENEFITS** — After Remarriage — Provides that the Death Benefits being paid to a spouse of a member who died prior to retirement will be continued in full should the spouse remarry.
- 4. CALPERS-MISCELLANEOUS** — The CalPERS miscellaneous contract shall include the following benefits to be paid by the City to CalPERS:
 - a. 1959 Survivor Benefit at Level 4 — Highest level of benefits than Basic or other levels of the benefit.
 - b. Military Service Credit — Credit of maximum of four (4) years of service.
 - c. Unused Sick Leave Credit — Receive additional service credit at the rate of 0.004 years of each day of sick leave.

D. RETIREE MEDICAL INSURANCE

The City's Association retirees continue to be covered by the City's Public Employees' Medical & Hospital Care Act (PEMHCA) resolution. For those Association employees who retired prior to the adoption of the Tentative Agreement for this successor MOU and who retired with twenty (20) or more years of City service and remain in a CalPERS medical plan or enroll in a CalPERS medical plan, and remain so retired, they shall continue to receive a medical insurance benefit not to exceed one hundred and fifty dollars (\$150) per month.

For those employees who after the adoption of the Tentative Agreement for this successor MOU retire with twenty (20) or more years of City service and remain in a CalPERS medical plan or enroll in a CalPERS medical plan, and remain so retired, shall receive a medical insurance benefit not to exceed three hundred dollars (\$300) per month.

This section specifically makes no provision for any dependents of the retiree. The retired employee will continue to have the option to purchase medical insurance for themselves and their dependents, as currently provided at their own expense.

The City agrees to notify employees of the need to enroll or remain in a CalPERS medical benefit plan to receive this benefit at the time the employee submits the "intent to retire" packet.

SECTION 5 DEFERRED COMPENSATION

The City currently offers a deferred compensation plan to the employees and said plan offers a savings plan only. The City also offers to employees at their expense, a plan that provides multiple investment options. Open enrollment is on an on-going basis.

The City shall match one hundred percent (100%) of employee contributions toward deferred compensation plans up to a maximum of one hundred dollars (\$100) per month. Eligibility is subject to the employee's execution and submission to the Human Resources and/or Payroll department of the proper paperwork.

SECTION 6 RISK MANAGEMENT & MEDICAL PROTECTION FOR COMMERCIAL LICENSE OPERATORS

The City is concerned with safety, loss reduction, and increased productivity. To address these issues, the City will meet periodically with the Association to discuss plans that will focus on issues such as, the non-use of sick leave, safe driving record, safety/loss recovery suggestion award program.

SECTION 7 PHYSICAL FITNESS

Each employee shall receive a membership at the South Gate Sports Center in the South Gate Park. The membership will be determined in the following manner:

Employees will receive at no cost a family membership, which includes membership for a spouse and dependent children, and access to the golf course and swimming pool. This membership includes free access to all Park facilities that are open to the public, but excludes City sponsored classes that require a fee. Employees and eligible family members must obtain the required identification cards.

Employees that retire from the City shall receive a lifetime membership to the Sports Center at South Gate Park which will provide access to the facility, as well as the golf course and swimming pool, for the retiree plus one guest upon issuance of the required identification card.

SECTION 8 LONG TERM DISABILITY

The City currently provides a Long-Term Disability Plan to employees by the City.

SECTION 9 FLEXIBLE SPENDING ACCOUNT DEPENDENT CARE TAX SAVINGS

The City will pay the minimum per employee administrative fee required for a pre-tax flexible spending account for a medical and dependent childcare savings plan with employees making a contribution.

ARTICLE IV

LEAVE POLICIES

SECTION 1 HOLIDAY LEAVE

A. ENTITLEMENT

Employees who are on the payroll as of July 1st of each Fiscal Year shall be credited with appropriate Holiday Leave per Section B (below). Employees in the bargaining unit hired after the 1st of each Fiscal Year will be credited as of the date of hire with ten (10) hours of holiday leave for each designated holiday remaining in the Fiscal Year.

Entitled employees may be absent from work but nevertheless receive compensation at the employee's then current rate of pay on either (a) the holidays designated below; or (b) days otherwise scheduled in advance and agreed upon between the employee's supervisor and the employee.

Entitled employees shall earn Holiday Leave in increments of ten (10) hours if the employee is working or on paid leave both as the holiday occurs during the calendar year, and at the commencement of the day following the designated holiday. Holiday leave time used shall be deducted from the hours credited in increments according to the employee work schedule.

City Holiday Leave is not intended to be carried over from one fiscal year to a succeeding fiscal year. Any unused Holiday hours will automatically be cashed out at the end of the fiscal year at the employee's base pay rate.

B. HOLIDAY OBSERVANCE/HOURS

Each fiscal year the City shall observe the following named Holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
César Chávez Day	Last Monday in March
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November

Christmas Eve	December 24th
Christmas Day	December 25th

Each fiscal year, all employees shall receive 130 hours of paid Holiday Leave subject to "Section IA, Article IV." The City will observe the ten (10) days set forth above, plus thirty (30) additional hours each year. The thirty (30) additional hours will be applied to effectuate a full week of closure between Christmas and New Year's Day. In the event that less than thirty (30) hours is necessary to effectuate the full week of closure, the balance of the 30 hours will be observed as floating day(s).

Any employee that works without regard to holidays (i.e., police communications, records, jailers, only) — holidays are observed on the actual day of the holiday, including the Closure days between Christmas and New Year's Day. Any employee that works with regard to holidays — holidays that fall on Friday or Saturday become floaters. Floaters shall be taken the next workday after the actual day of the holiday or within the same pay period as the actual day of the holiday.

Holidays that fall on Sunday are observed on Monday. If two-day holidays fall on Sunday/Monday, then holidays are observed Monday/ Tuesday, at time and one half their regular rate of pay for all hours worked plus a floating ten hour paid day off or two and one half times their regular rate of pay for all hours worked.

SECTION 2 VACATION

A. Each employee shall earn vacation in the following manner:

One (1) to four (4) years of service:	80 hours annually
Five (5) to nine (9) years of service:	120 hours annually
Ten (10) or more to years of service:	160 hours annually

Accrued but unused vacation may be carried over from year to year, however, the maximum allowable vacation accrual is three hundred fifty (350) hours. If an employee's vacation accrual is at the maximum level, and the employee has requested vacation within the current notification requirements and been denied use of vacation time, Personnel shall direct that the specific loss of hours due to the denial of time-off request to be rolled over. The rollover will be calculated and accrued in a separate leave bank to be used within one (1) year. The employee shall demonstrate the denial of the time-off request.

Exceptions to vacation accrual limits will be considered on a case-by-case basis in those circumstances where it is not in the City's best interest to allow an employee to take vacation leave due to limitations such as lack of adequate staffing or time constrained projects.

- B. By no later than December 15 of any calendar year, an employee wishing to convert a portion of their future accumulated vacation leave to cash at the hourly rate of base pay then existing, shall notify the Personnel Officer in writing on a form to be supplied by the City of their cash out request, including the amount to be cashed out and acknowledging that the request is irrevocable. In order to be eligible to convert a portion of accumulated vacation leave to cash, an employee must maintain one hundred (100) hours of vacation leave within the employee's account balance after any distribution has been made. Said employee shall be entitled to request a cash distribution up to forty (40) hours and shall be paid the first payroll period the following May.

SECTION 3 SICK LEAVE

A. ENTITLEMENT

Employees shall earn one hundred-twenty (120) hours of sick leave per year prorated by pay period. Annually, the City shall permit employees to utilize fifty (50) hours of their accrued sick leave as paid time off for reasons of personal business (not related to illness). These days shall not be regarded as "sick leave used" for any personnel purposes, including employee discipline, evaluations, promotions, assignments, etc.

1. ILLNESS OR INJURY LEAVE, NOTIFICATION AND VERIFICATION PROCEDURE:

In the event of an absence due to illness or injury, employees must notify their department supervisor (or the supervisor's designee), prior to or at the beginning of their shift starting time. Employees who are incapacitated and cannot notify their department supervisor, must notify their supervisor at the earliest possible time and may have a spouse or other person contact their supervisor within the time limit specified above.

2. An employee that becomes ill or injured, while working on the job, must request their supervisor's approval to leave work. Those employees injured on the job must file a "First Report of Injury" form and receive authorization for medical treatment from their supervisor.
3. The notification to the department supervisor must include a reason for the absence that is in accordance with current law and an estimated return date. This information will be logged by the department for future reference.
4. Failure to notify the department supervisor, as stated in Notification Section 1, will result in the forfeiture of the sick leave for the period of absence and may result in disciplinary action.
5. All absences not due to illness or injury must be requested as noted in the appropriate leave sections.
6. Verification — In the event that employees have, in their supervisor's sole opinion, an absenteeism problem, an excessive use of sick leave, or have a suspicious absence or group of absences, the supervisor may attempt to verify the absence or proper use of sick leave by any of the following:
 - a. Telephoning the employee at home (or appropriate location).
 - b. Visiting employee at home.
 - c. A sub-rosa investigation.
 - d. A medical evaluation at the City's expense, or
 - e. A medical evaluation at the employee's expense. (A licensed physician must complete the medical evaluation which must include the reason for the absence and permission to return to work).
7. Where an excessive absenteeism pattern has been established without clear justification for said leave, a supervisor may schedule a counseling session to determine the reasons or justification for the excessive use. The counseling session shall be conducted by the Personnel Officer and other attendees of the session shall include the employee, a representative chosen by the employee, if any, and the department representatives. This session shall be documented by a written summary of the abuse problems and discussion. The summary shall be issued by the Personnel Officer and a copy distributed to attendees of the session and to the affected employee's Personnel file.

8. The purpose of the counseling session is to improve the employee's attendance and/or warn the employee about the consequences of continued abuse. If there is a specific abuse that warrants discipline, or if the above counseling session does not correct abuses, then action will be taken to correct the abuse problem through the discipline process (Section 11, Civil Service Rules and Regulations).

B. SICK LEAVE ADVANCES

The City will not provide advances in sick leave when an employee has depleted their sick leave balances.

C. SICK LEAVE PAYOFF

1. Employees hired before January 1, 1993, have unlimited sick leave accrual and will be paid according to years of service based on the formula below at the employee's rate of pay at the time of separation.
2. Employees hired on or after January 1, 1993, have a cap on sick leave cash-out of six hundred hours (600) hours and will be paid according to years of service based on the formula below at the employee's rate of pay at the time of separation.
3. Employees hired on or after July 1, 2022 shall not be entitled to sick leave cash-out upon separation. Sick leave will remain available for conversion upon retirement to CalPERS service credit as then allowed, or not, by the City's CalPERS contract.
4. Accumulated unused sick leave shall be paid off based on the following formula:
 - a. 15–19 years of service —
50% reimbursement of eligible unused sick leave.
 - b. 20 years or more of service —
75% reimbursement of eligible unused sick leave.
5. The employee will receive payment in a lump sum in the next payroll period after separation at employee's base rate of pay.

SECTION 4 PAY FOR JURY DUTY

A. JURY DUTY SERVICE

All employees who are called for Jury Duty shall be entitled to a maximum of ten (10) days at full salary. Employees are obligated to inform the Judge/Court that City policy is to only pay ten (10) days of service. Should an employee, through no fault of their own, be required to serve beyond ten (10) days, the employee will receive full salary for Jury Duty service up to an additional twenty (20) days.

Exceptions may be made to this policy by the City Manager in very unusual circumstances.

B. ATTENDANCE

1. A record of attendance from the Court is required and shall be turned in weekly for payroll purposes. Such record is available from the Court Administrator's office. Employees on shifts other than the normal shift shall have off the equivalent time to actual jury service plus reasonable travel time to and from their places of residence; likewise, employees on the regular work shift, who serve on night court juries will have off the actual time of service plus reasonable travel time to and from their places of residence.
2. Employees who serve on jury duty for partial days are expected to report to work if they are released from jury duty within a reasonable amount of time to report back to work (e.g. an employee on day shift serving on South Gate Court duty would be expected to return to work if excused prior to or at 4:00 P.M. However, an employee serving on jury duty for example, in downtown Los Angeles excused at 4:00 P.M. would not be expected to return to work that day). If the option for call-in service is available and workable (the court is within thirty (30) minutes travel time of South Gate), an employee should request call-in status.

SECTION 5 UNPAID LEAVE

A. LEAVE WITHOUT PAY

A leave of absence without pay, up to ninety (90) calendar days in any calendar year, may be granted upon the approval of the Department Head and the Personnel Officer. Leaves of absence in excess of ninety (90)

calendar days must be approved by the Personnel Officer, provided, however, that for leaves of absence other than for illness or injury during any three (3) calendar year period shall not exceed one hundred eighty (180) calendar days. In the case of a bona fide illness or injury, a medical leave may be granted up to a maximum of one (1) year upon the approval of the Department Head and the Personnel Officer. In the event that an employee has no eligible leave to cover an absence from work, authorized or unauthorized, the Department Head and the Personnel Officer may approve the short term leave with due consideration of the employee's work record (with possible counseling or discipline considerations). All applications for leaves of absence without pay shall be submitted to the Personnel Officer on a Personnel Transaction Form. The City shall have sole discretion whether or not to grant unpaid leave and the City's decision is not subject to grievance and/or any appeal.

B. CATASTROPHIC ILLNESS/INJURY

If an employee is diagnosed by a qualified Doctor of Medicine to have a catastrophic illness (in a state of total disability from cancer, heart attack, AIDS, etc.) or has a catastrophic injury (an injury that totally disables an employee for an extended period of time), the employee may be entitled to extended health benefit coverage (Medical, Dental, & Life Insurance.) provided by the City (in the same fashion normally provided to the employee). This benefit requires the approval of the Department Head and Personnel Officer, and is applicable when the employee's leave benefits are exhausted, under the following formula:

<u>Years of Full-Time City</u>	<u>Months of Continued Coverage</u>
After (2) years	3 months
After (4) years	6 months
After (7) years	9 months
After (10) years	12 months

SECTION 6 MATERNITY LEAVE

The application of the maternity leave policy is subject to applicable State and Federal laws. The employee may use accrued paid or unpaid leave as appropriate.

SECTION 7 FAMILY MEDICAL LEAVE ACT

Pursuant to State & Federal law, the City will provide family and medical care leave to eligible employees. The following provisions set forth employees' rights and obligations with respect to sick leave. Rights and obligations which are not specifically set forth below are set in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "Leave" under this provision shall mean leave pursuant to the FMLA and CFRA.

- A. Amount of Leave Eligible employees are entitled to a total of 480 hours of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- B. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12- month period to determine how much leave have been used in determining how much leave a member is entitled to.
- C. Use of Accrued Leaves While on Leave — If a member requests leave for any reasons permitted under the law, that person must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

SECTION 8 BEREAVEMENT

The term "immediate family" is defined as the spouse, domestic partner, children, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, step children, step parents, foster children, foster parents, grandparents, or grandchildren of the employee, or other person, as approved by the City Manager or their designee.

A. WITHIN THE STATE

Upon the death of the immediate family, within the state, the employee shall have thirty (30) hours leave, not chargeable to any other leave, when

employee travels within the state. Employees who travel within the state may take an additional forty (40) hours of leave chargeable to sick leave.

B. OUT OF STATE

Upon the death of immediate family out of state, the employee shall have forty (40) hours leave, not chargeable to any other leave, when employee travels out of state. Employees whose bereavement requires travel out of state may take an additional thirty (30) hours leave chargeable to sick leave.

SECTION 9 JOB RELATED INJURY OR ILLNESS

In the event of an absence due to a job related injury or illness, any employee who is entitled to disability payments under Workers' Compensation laws shall receive from the City the difference between such disability payments and his/her full salary for the period of absence up to a maximum of four hundred eighty (480) hours shall not be deducted from accumulated sick leave. However, any relapse at a later date shall not be compensable under this provision, although the same may be chargeable against accumulated, unused sick leave, if any.

SECTION 10 MILITARY LEAVE

Military leave is restricted to normally require active duty and does not apply to such matters as weekend drills, etc. Leaves of absence for active military training, service, or other active duty obligations shall be granted in accordance with California and Federal law.

Compensation, reemployment, seniority and other rights and privileges shall be governed by applicable laws. In order to verify the rights to such leave, the employee shall cause a copy of his/her orders to and from military duty and relief therefrom to be filed with City's Personnel Officer. Military leave is recorded on the employee's time sheet and approved by the Department Head. Employees are entitled to receive a maximum of eighty (80) hours of paid leave per fiscal year for annual military training. Employees are entitled to receive up to an additional thirty (30) days (300 hours) of paid military leave if they are called to active duty (other than annual training) in the National Guard or one of the branches of the U.S. Military.

SECTION 11 COMPENSATORY TIME LEAVE

Employees may accrue up to 180 hours of Compensatory Time Leave at any one time. Accrued, unused Compensatory Time Leave shall be cashed-out at an employee's regular rate of pay in the last pay period in June each year.

ARTICLE V

DISCIPLINE & GRIEVANCE PROCEDURES

SECTION 1 DISCIPLINE PROCEDURE

A. The Personnel Officer or appropriate appointing authority may take disciplinary action for cause against an employee and within a reasonable period of time after the alleged wrong-doing by the employee. Discipline shall be administered according to progressive discipline principles. Employees should be placed on notice and given an opportunity to correct any alleged offenses. Generally, employees should be counseled, followed by a Reprimand/Warning before the City proceeds to more severe discipline such as suspension, reduction in pay, demotion or discharge. City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. It is understood that certain alleged offenses may be so serious the City may be justified in deviating from progressive discipline principles. In all cases in which the City wishes to administer any disciplinary action, it shall provide the employee and their representative any documentation or other evidence used to support the proposed disciplinary action. The term "disciplinary action," shall be limited in meaning to any of the following:

1. DEMOTION, DISCHARGE, OR REDUCTION IN SALARY

Such disciplinary action may take the form of discharge, reduction in salary, or a demotion where there is a vacancy in the same classification series at a lower level within the department.

2. SUSPENSION

An appointing authority may suspend an employee for one or more of the causes for discipline specified in these rules for a period of up to thirty (30) days.

3. REPRIMAND/WARNINGS

A written reprimand or written warning is part of the disciplinary process when an action or series of actions by an employee does not warrant discipline, as noted in Article V, Section 1B. (Notice of Disciplinary Action); however it does warrant written notification for corrective purposes. A Supervisor (or appropriate management personnel) may issue a written reprimand or written warning to an employee for one or more of the causes for discipline specified in the applicable personnel rules. The issuing authority shall include in the document a "sunset" clause (removal date from personnel file) of eighteen (18) months. Removal of the document shall be subject to the Department Head's sole discretion based upon if the employee's subsequent work record justifies removal, the employee has no further discipline in said time period, and after said period the employee makes a written request to the Department Head for removal of said document from the employee personnel files. If the Department Head refuses to remove the document after 18 months, the employee may appeal this decision to the Personnel Officer, whose decision shall be final and binding. The City's decision whether or not to remove the document is not subject to grievance and/or any appeal.

THE WRITTEN REPRIMAND OR WARNING SHALL ONLY BE REVIEWED AS FOLLOWS:

- a. After receipt of written reprimand or written warning, the employee may request a review of said document to issuing authority within ten (10) working days. Said review may include an oral response and/or written response. The issuing authority's decision may be to rescind the document, to modify the document with no change in content. The employee shall be notified, orally or in writing, of the decision of the issuing authority.
- b. The employee may request said decision be reviewed by the Department Head, if applicable, within ten (10) days after said notification. The same review process shall be conducted as stated in Article V, Section 1B (Notice of Disciplinary Action).
- c. The employee may request that the above decision be reviewed by the Personnel Officer, within ten (10) days after said notification. The same review process shall be conducted as stated in Article V,

Section 1B (Notice of Disciplinary Action). The decision of the Personnel Officer shall be final with no further review of the reprimand or warning.

B. NOTICE OF DISCIPLINARY ACTION

At any time any disciplinary action is proposed to be taken against any classified employee, they shall be served with written notice at least ten (10) working days prior to the effective date of the proposed disciplinary action, either personally or by certified mail. Said notice shall state the proposed action, the effective date if implemented, the reasons therefore, a copy of the charges and materials upon which the proposed action is based, and a copy of Article V of this Agreement. In termination cases, the concerned employee may be suspended from duty, at full pay, from the time notice is served until the effective date of termination.

1. SKELLY PROCEEDING

Prior to implementing the disciplinary action, a Skelly proceeding will take place to allow the employee an opportunity to respond to the proposed discipline and charges, either orally or in writing, or both. The results of the proceeding may initially be given to the employee orally; however, a written decision will be issued within ten (10) working days of the proceeding.

C. APPEAL OF THE DISCIPLINARY ACTION

1. APPEAL TO PERSONNEL OFFICER

A classified employee may file with the Personnel Officer, in writing, an appeal to the disciplinary action and charges. Said appeal shall be filed with the Personnel Officer not more than ten (10) working days after receiving the discipline, or the written results of the Skelly Proceeding referenced in Article V, Section 1B(1) (Notice of Disciplinary Action/Skelly Proceeding), whichever is later.

The parties shall retain the services of an Administrative Law Judge (ALJ) through the Office of Administrative Hearings (OAH) to conduct the disciplinary appeal and provide an advisory written decision, as described below.

a. HEARING AN APPEAL

Within six (6) weeks of receipt of an appeal (referred to above), the ALJ shall hold a hearing and shall direct the Personnel Officer to notify those whose presence is required. The appellant shall be entitled to appear personally and to have counsel and they shall be notified in writing of the time and place of meeting. The ALJ may proceed informally and the rules of evidence shall not apply.

b. PUBLIC HEARINGS

The fact finding aspect of the ALJ hearings shall be open to the public. The deliberative aspect of such proceedings shall be held in closed session unless the law shall otherwise require.

c. FAILURE OF AN APPELLANT TO APPEAR

Failure of an appellant or their counsel to appear at the hearing shall be deemed to be a withdrawal of their appeal and the action of the appointing authority shall be final.

d. CONDUCT OF HEARINGS

The ALJ shall convene the hearing, declare adjournments, recesses and continuances, shall maintain good order and shall call upon the parties to present witnesses, argument and other matters in the normal course of proceedings. The ALJ shall rule upon all objections, procedural motions and other matters which may come before the ALJ. At the conclusion of the hearing, after all evidence and arguments have been presented, the matter shall be deemed submitted to the ALJ for decision. The ALJ shall determine whether to affirm, reverse or modify the disciplinary action taken.

e. CITY COUNCIL REVIEW

The findings of fact and conclusions of law submitted by the ALJ shall be delivered to the employee (or their representative or legal counsel), the Department Head of the employee's department (or legal counsel), the City Council, the City Manager, the City Attorney and the Personnel Officer. The City Council will have the right of review and final decision to accept or modify the advisory decision in its sole discretion.

f. COSTS

The City and the Association shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. In the event that the Association does not support an employee's appeal and/or desire to cover half the appeal hearing costs, then the employee shall be limited to having the ALJ of the OAH issue an advisory decision to the Personnel Officer who shall make the final decision to accept or modify the advisory decision in their sole discretion, with the City bearing all administrative costs associated with the appeal such as OAH and ALJ fees, transcript fees, etc. The Association and/or employee shall bear their own attorney or other representation costs. If the parties mutually agree on an arbitrator within thirty (30) days, that person will be designated to conduct the hearing instead of the ALJ under the same rules stated herein.

g. GENERAL DEFINITIONS

1. WORKING DAYS

The term "working days" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 A.M. to 6:00 P.M., excluding Holidays.

2. TIME LIMITS

The failure to submit an appeal within the time limits specified in the various steps provided above shall result in the settlement of the discipline appeal in accordance with the last answer or response given which shall be final and binding, with the exception of elevating a disciplinary action to the Personnel Officer or Administrative Law Judge. All time limits and grievance steps may be shortened, extended or waived, but only by a mutual written agreement signed by the employee and a City representative.

3. PROCEDURAL EXTENSIONS

The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

4. EMPLOYEE REPRESENTATIVE

The employee "representative" referred to herein above may be an employee of the City.

SECTION 2 GRIEVANCE PROCEDURE

A. SCOPE

This Grievance Procedure shall be the exclusive means for resolving all grievances as that term is defined hereinabove except that the following disputes shall not be subject to the provisions thereof:

1. Any dispute arising out of or in connection with meeting and conferring pursuant to Resolution No. 3674.
2. Any dispute arising in or from, or involving a strike, work stoppage or cessation of work in any form by employees of the City.
3. Any appeal concerning disciplinary action affecting any employee (See, Article V, Section 1 — Discipline and Grievance Procedure).

B. PROCEDURE

STEP 1 A grievance may be initiated in this Step 1 by an employee or group of employees by presenting the grievance orally to the immediate supervisor of the employee or employees involved. The grievance must be submitted to said supervisor within fifteen (15) working days following the occurrence of the event upon which the grievance is based. The supervisor will give an oral answer to the employee or employees involved within no more than fifteen (15) working days after the grievance was orally presented.

STEP 2 If the grievance remains unresolved after Step 1, the grievance may be moved to Step 2 by submitting the same to the Department Head. The grievance shall be submitted in writing on a form supplied by the City. The grievance must be submitted in Step 2 no later than ten (10) working days after the answer in Step 1 has been received or the time for such answer has expired. Within no more than ten (10) working days after receipt of grievance, a meeting will be held with the Department Head and the employee or employees involved. A representative of the employee or employees may be

present if requested. Grievances submitted in Step 2 shall be answered in writing within ten (10) working days of said meeting.

STEP 3 If the grievance remains unresolved after Step 2, the grievance shall be moved immediately by the Department Head or the employee or employees involved to Step 3 by submitting a copy of the written form provided in Step 2 to the Personnel Officer.

- a. Within no more than ten (10) working days after receipt of the written grievance, a meeting shall be scheduled between the Personnel Officer and the employee or employees involved. A representative of the employee or employees may be present if requested.
- b. Grievances involving a dispute between the City and a Recognized Employee Organization may be initiated in this Step by either party in said written form within ten (10) working days of the occurrence of the event giving rise to the grievance. In that event, a meeting shall be scheduled within ten (10) working days of receipt of said written grievance between no more than two (2) designated representatives of the City and two (2) of the Recognized Employee Organization. In addition, the employee or employees involved, if any, the Department Head, and the immediate supervisor shall be entitled to be present at the meeting.
- c. Grievances submitted in Step 3 shall be answered by the Personnel Officer in writing within ten (10) working days of said meeting(s):

STEP 4 If the dispute remains unresolved after Step 3, the aggrieved party can request review by an Administrative Law Judge. Such a request must be submitted in writing to the Personnel Officer within ten (10) working days after the answer in Step 3 has been received or the time for such answer has expired. The request for review shall be made on a form supplied by the City.

The City and the Association shall retain the services of an Administrative Law Judge through the Office of Administrative Hearings and shall share the costs of using the Administrative Law Judge and Office of Administrative Hearings equally, with each side paying their share as and when required by the neutral, third-

party or the Office of Administrative Hearings. In the event that the Association does not support an employee's grievance and/or desire to cover half the grievance hearing costs, then the Step 3 decision of the Personnel Officer shall be final and binding on the matter.

Within thirty (30) calendar days after the receipt of a request for review, the Administrative Law Judge shall hold a hearing. The Personnel Officer shall notify the aggrieved party of the date, time and place of the hearing. The aggrieved party has the right to appear personally and to have counsel appear on its behalf. The hearing shall be conducted pursuant to Article V, Section 1, Subsection d (Conduct of Hearings), above.

The fact finding aspect of the Administrative Law Judge hearings shall be open to the public, the deliberative aspect of such proceedings shall be held in closed session unless the law shall otherwise require. The City Council will have the right of review and final decision to accept or modify the advisory decision in its sole discretion.

If the parties mutually agree on an arbitrator within thirty (30) days, that person will be designated to conduct the hearing instead of the Administrative Law Judge under the same rules stated herein.

C. REVIEW BY CITY COUNCIL

The advisory decision of the Administrative Law Judge shall be final and binding unless within thirty (30) calendar days thereafter a request for review by the City Council is filed with the Personnel Officer, or the City Council, on its own motion, requests review thereof within said period.

D. GENERAL DEFINITIONS

1. EMPLOYEE REPRESENTATIVE

The employee "representative" referred to in Steps 2 and 3 above may be an employee of the City.

2. GRIEVANCE DEFINED

"Grievance" means any dispute or difference between the City and any employee or group of employees, concerning the interpretation or

application of any written City ordinance, resolution, rule, policy, practice or procedure governing the wages, hours and working conditions of City employees. The term "grievance" also includes any dispute or difference between the City and a recognized employee organization concerning the interpretation or application of any existing memorandum of understanding between the City and said recognized employee organization.

3. PROCEDURAL EXTENSIONS

The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

4. TIME LIMITS

The failure to submit a grievance within the time limits specified in the various steps provided above shall result in the settlement of the grievance in accordance with the last answer or response given which shall be final and binding, with the exception of elevating a disciplinary action to the Personnel Officer of Civil Service Commission. All time limits and grievance steps may be shortened, extended or waived, but only by a mutual written agreement signed by the employee and a City representative.

5. WORKING DAYS

The term "working days" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 A.M. to 6:00 P.M., excluding Holidays.

ARTICLE VI

IMPLEMENTATION OF

MEMORANDUM OF UNDERSTANDING

SECTION 1 WAGE RIGHTS

- A. The Association promises and warrants, that upon acceptance of the aforementioned recommendations of the City's Representatives Designee

by the City Council, its members will provide service to the City upon the terms and conditions herein stated.

B. Subject to the provisions of this Agreement, the parties hereto do hereby agree and acknowledge that the City shall retain all its usual rights and responsibilities.

1. It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal or State wage and salary control laws and regulations as well as all other applicable Federal and State laws or regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE VII

LAYOFFS

For the purposes of this Article "business day" is defined as the normal operating days for personnel, currently Monday through Thursday.

- A. The City Council or City Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give employees covered by this MOU not less than fifteen (15) business days advance notice of lay-off and the reason therefore. However, no full-time employee shall be separated from a department while regular part-time, or hourly employees are serving in the same positions in the department. The conditions of lay-off shall be as follows:

Order of Separation

The principal criterion used in determining the order of separation and bumping rights shall be seniority, time worked within a class within the City, provided the employee presently possesses the skills, ability and qualifications to perform the job. Furthermore, seniority shall govern

unless the following criteria show that ability, merit, and records of the employees considered for lay-off are not equal:

- 1) Employee's last four (4) performance evaluations rating, if in existence.
- 2) History of employee written disciplinary actions.
- 3) Attendance record tardiness, and unexcused absences.
- 4) In the event the less senior employee in the position in the class to be laid off has superior skills, ability, qualifications, merit and record, as determined in the above manner, then the more senior employee shall be laid-off.

The City shall have the burden of establishing the above criteria.

B. Bumping Rights

The employee laid-off shall be entitled to bump to the position in a class in which they currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class. After the City has notified the affected employee and also the position available to the employee, if any, to bump, they must notify the Personnel Officer of their intent to exercise the bumping rights within fourteen (14) business days of the position, and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid-off for the same reason as the person who bumped him/her and shall in the same manner be eligible to bump to a position in a class within the City in which they formally had a permanent position.

C. Appointment of Laid-Off Employees to Lower Class

The City Manager may approve the appointment of an employee who is to be laid-off to an existing vacancy in a lower class for which they are qualified without requiring an examination, provided the appropriate appointing authority so appoints.

D. Applicability

These provisions shall apply to all classified positions, including regular part-time positions to the extent any regular part-time positions are covered by this MOU, but shall not apply to unclassified, probationary, hourly, and temporary positions.

E. Lay-off List

The lay-off list shall consist of those employees laid-off in the classification ranked in order of seniority. If there is a classification of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked classification.

A laid-off employee shall retain re-employment rights to the classification from which they were laid-off irrespective of their acceptance of reemployment at a lesser rank.

F. No Probation and Evaluation of Bumped Employee

Employees who bump or are bumped shall not be required to serve a probationary period and shall be evaluated using the same criteria and process as other fully vested and tenured employees.

ARTICLE VIII

REHIRES AND CONTRACT EMPLOYEES/CONSULTANTS

Non-employees and/or outside consultants shall not be involved in employee performance evaluations or discipline of City employees.

ARTICLE IX

FULL UNDERSTANDING

This MOU is the result of a joint effort by the Association and the City to capture all past agreements between the parties that are still applicable and active. If an issue or practice is included in this MOU, the language of this MOU is controlling. If an issue or practice is not included in this MOU and there is a clear practice or a current written practice, such as the

City's Salary Resolution, covering the issue, the past practice or written practice will be controlling.

ARTICLE X

REOPENERS

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only with regards to the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners.

1. FLSA Implementation: Implementation of the change from exempt status to non-exempt status, or vice-versa, for affected SGMEA members, including but not limited to related issues of overtime calculations and right to administrative leave for the affected employees.
2. Dental/Vision/Life Insurance/Voluntary Insurances/Section 125 Program: Change of providers for these particular employee benefits and to meet and confer over the effects of any change in providers or related plans.


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**Memorandum of Understanding between the City of South Gate and
the South Gate Municipal Employees Association**

~Signature page~

The City and the Association acknowledge that this Agreement is entered into as of the ___ day of February, 2022 and is subject to it being executed by authorized representatives.

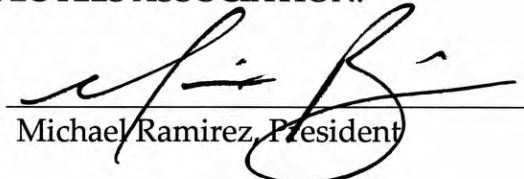
CITY OF SOUTH GATE:



Maria del Pilar Avalos, Mayor

Date: 05/01/2023

**SOUTH GATE MUNICIPAL
EMPLOYEES ASSOCIATION:**

By: 

Michael Ramirez, President

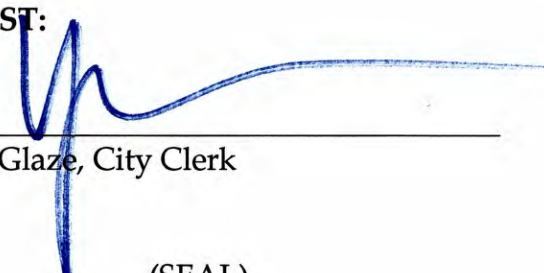
Date: 2/8/2023

By: 

Brandon Williams, Vice President

Date: 2/8/2023

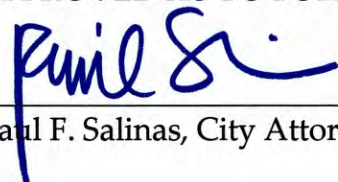
ATTEST:



Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

APPENDIX A

RANGES, STEPS, AND JOB TITLES

Pay Plan Category I - Classified Miscellaneous Employees Association

Salary tables with effective dates attached as follows:

Appendix A1 – effective July 31, 2022

Appendix A2 – effective July 1, 2023

Appendix A3 – Longevity Pay Table effective July 31, 2022

Salary Pay Table
Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)
Effective 7-31-2022
7.25% Increase

		Step A	Step B	Step C	Step D	Step E
500	TYPIST CLERK	3,442	3,614	3,795	3,985	4,184
500	CITY HALL RECEPTIONIST	3,442	3,614	3,795	3,985	4,184
501	STOCK CLERK	3,535	3,712	3,897	4,092	4,297
502	GRAFFITI REMOVAL WORKER	3,698	3,883	4,077	4,281	4,495
503	CUSTODIAN	3,714	3,900	4,095	4,299	4,514
504	COMMUNITY DEVELOPMENT TECH I	3,786	3,975	4,174	4,383	4,602
505	INTERMEDIATE TYPIST CLERK (PARKS)	3,877	4,071	4,274	4,488	4,713
505	BILLING & SHIPPING CLERK	3,877	4,071	4,274	4,488	4,713
505	OFFICE ASSISTANT-HR	3,877	4,071	4,274	4,488	4,713
505	OFFICE ASSISTANT-POLICE	3,877	4,071	4,274	4,488	4,713
505	OFFICE ASSISTANT-GENERAL	3,877	4,071	4,274	4,488	4,713
506	GROUND MAINTENANCE WORKER	3,890	4,085	4,289	4,503	4,728
506	FACILITIES MAINTENANCE TECHNICIAN I	3,890	4,085	4,289	4,503	4,728
506	PARK FACILITIES MAINTENANCE WORKER	3,890	4,085	4,289	4,503	4,728
507	WATER METER READER I	4,018	4,219	4,430	4,651	4,884
508	POLICE RECORDS SPECIALIST	4,026	4,227	4,438	4,660	4,893
509	SENIOR TYPIST CLERK	4,053	4,255	4,468	4,691	4,926
510	BUSINESS LICENSE CLERK	4,093	4,298	4,513	4,738	4,975
510	INTERMEDIATE ACCOUNT CLERK - Acct	4,093	4,298	4,513	4,738	4,975
510	INTERMEDIATE ACCOUNT CLERK - POLICE	4,093	4,298	4,513	4,738	4,975
510	CUSTOMER SERVICE REPRESENTATIVE	4,093	4,298	4,513	4,738	4,975
511	CIVILIAN CUSTODY OFFICER	4,151	4,358	4,576	4,805	5,045
511	COMMUNITY SERVICES OFFICER	4,151	4,358	4,576	4,805	5,045
511	SENIOR CUSTODIAN	4,151	4,358	4,576	4,805	5,045
511	INFORMATION SYSTEMS TECHNICIAN	4,151	4,358	4,576	4,805	5,045
512	AQUATICS COORDINATOR	4,185	4,394	4,614	4,845	5,087
512	RECREATION COORDINATOR	4,185	4,394	4,614	4,845	5,087
513	CRIME PREVENTION SPECIALIST	4,223	4,434	4,656	4,888	5,133
514	WATER METER READER II	4,241	4,453	4,676	4,909	5,155
515	WATER DISTRIBUTION OPERATOR I	4,263	4,476	4,700	4,935	5,182
516	FACILITIES MAINTENANCE TECHNICIAN II	4,290	4,504	4,730	4,966	5,215
516	STREET MAINTENANCE WORKER	4,290	4,504	4,730	4,966	5,215
517	POLICE PROPERTY SPECIALIST	4,328	4,545	4,772	5,010	5,261
518	COMMUNITY DEVELOPMENT TECH II	4,352	4,570	4,799	5,038	5,290
519	PARKS EQUIPMENT MECHANIC	4,463	4,686	4,921	5,167	5,425
520	WATER SERVICE REPRESENTATIVE I	4,519	4,745	4,982	5,231	5,493
520	ELECTRICIAN I	4,519	4,745	4,982	5,231	5,493
520	SEWER MAINTENANCE WORKER I	4,519	4,745	4,982	5,231	5,493
521	SECRETARY	4,580	4,809	5,049	5,301	5,567
522	SENIOR GROUND MAINTENANCE WORKER	4,587	4,816	5,057	5,310	5,576
522	PARK FACILITIES MAINTENANCE LEAD	4,587	4,816	5,057	5,310	5,576
523	PAYROLL TECHNICIAN	4,590	4,820	5,061	5,314	5,580
524	POLICE DISPATCHER	4,595	4,825	5,066	5,320	5,586

Salary Pay Table
Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)
Effective 7-31-2022
7.25% Increase

		Step A	Step B	Step C	Step D	Step E
525	WATER PUMP OPERATOR I	4,638	4,869	5,113	5,369	5,637
526	RECORDS COORDINATOR	4,672	4,906	5,151	5,408	5,679
527	INFORMATION SYSTEMS COORDINATOR	4,685	4,920	5,166	5,424	5,695
528	PUBLIC SAFETY SUPERVISOR	4,803	5,043	5,295	5,560	5,838
530	CUSTODIAL SUPERVISOR	4,807	5,047	5,299	5,564	5,842
531	POLICE RECRUIT	4,808	5,048	5,301	5,566	5,844
532	WATER DISTRIBUTION OPERATOR II	4,857	5,099	5,354	5,622	5,903
533	EQUIPMENT MECHANIC	4,860	5,103	5,358	5,626	5,907
534	SENIOR SECRETARY	4,907	5,152	5,410	5,680	5,964
535	EQUIPMENT OPERATOR	4,987	5,237	5,499	5,774	6,062
536	SENIOR TRAFFIC & SIGN PAINTER	5,015	5,266	5,529	5,806	6,096
537	COMMUNITY DEVELOPMENT TECH III	5,016	5,266	5,530	5,806	6,097
538	WATER SERVICE REPRESENTATIVE II	5,056	5,309	5,574	5,853	6,146
539	HOUSING SPECIALIST	5,103	5,358	5,626	5,907	6,202
540	ELECTRICIAN II	5,132	5,388	5,658	5,941	6,238
541	CODE ENFORCEMENT OFFICER	5,152	5,410	5,680	5,964	6,262
541	HUMAN RESOURCES TECHNICIAN	5,152	5,410	5,680	5,964	6,262
542	FACILITIES MAINTENANCE SPECIALIST	5,264	5,527	5,804	6,094	6,399
543	WATER DISTRIBUTION OPERATOR III	5,271	5,535	5,812	6,102	6,407
544	SENIOR COMMUNITY DEVELOPMENT TECH	5,370	5,639	5,921	6,217	6,528
545	GRAFFITI LEAD WORKER	5,384	5,653	5,936	6,233	6,544
545	STREET LEAD WORKER	5,384	5,653	5,936	6,233	6,544
546	SENIOR EQUIPMENT MECHANIC	5,453	5,725	6,012	6,312	6,628
546	SENIOR PARK EQUIPMENT MECHANIC	5,453	5,725	6,012	6,312	6,628
547	SEWER MAINTENANCE WORKER II	4,933	5,180	5,439	5,711	5,997
548	WATER PUMP OPERATOR II	5,543	5,820	6,111	6,417	6,738
550	ENGINEERING TECHNICIAN	5,728	6,014	6,315	6,631	6,962
551	BUILDING INSPECTOR	5,779	6,068	6,371	6,689	7,024
552	WATER LEAD WORKER	5,812	6,102	6,407	6,728	7,064
552	WATER SYSTEM LEAD OPERATOR	5,812	6,102	6,407	6,728	7,064
553	JOURNEY ELECTRICIAN	6,097	6,402	6,722	7,058	7,411
554	EQUIPMENT SUPERVISOR	6,233	6,544	6,872	7,215	7,576
554	STREET FOREMAN	6,233	6,544	6,872	7,215	7,576
555	GENERAL MAINTENANCE FOREMAN	6,308	6,624	6,955	7,303	7,668
556	LEAD ELECTRICIAN	6,500	6,825	7,166	7,524	7,900
557	WATER DISTRIBUTION FOREMAN	6,730	7,066	7,419	7,790	8,180
557	WATER OPERATIONS FOREMAN	6,730	7,066	7,419	7,790	8,180
558	WATER QUALITY & SYSTEM LEAD OPERATOR	6,102	6,407	6,728	7,064	7,417
559	GROUNDS MAINTENANCE SUPERVISOR	5,675	5,959	6,257	6,569	6,898
559	PARK FACILITIES MAINTENANCE SUPERVISOR	5,675	5,959	6,257	6,569	6,898
559	SENIOR CODE ENFORCEMENT OFFICER	5,675	5,959	6,257	6,569	6,898
565	ELECTRICAL SUPERVISOR	6,999	7,349	7,716	8,102	8,507
566	RECREATION SPECIALIST	3,345	3,512	3,688	3,873	4,066
567	SENIOR BUILDING INSPECTOR	6,356	6,674	7,008	7,358	7,726

Salary Pay Table
Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)
Effective 7-1-2023
3.50% Increase

		Step A	Step B	Step C	Step D	Step E
500	TYPIST CLERK	3,563	3,741	3,928	4,124	4,331
500	CITY HALL RECEPTIONIST	3,563	3,741	3,928	4,124	4,331
501	STOCK CLERK	3,659	3,841	4,034	4,235	4,447
502	GRAFFITI REMOVAL WORKER	3,828	4,019	4,220	4,431	4,653
503	CUSTODIAN	3,844	4,036	4,238	4,450	4,672
504	COMMUNITY DEVELOPMENT TECH I	3,918	4,114	4,320	4,536	4,763
505	INTERMEDIATE TYPIST CLERK (PARKS)	4,013	4,213	4,424	4,645	4,877
505	BILLING & SHIPPING CLERK	4,013	4,213	4,424	4,645	4,877
505	OFFICE ASSISTANT-HR	4,013	4,213	4,424	4,645	4,877
505	OFFICE ASSISTANT-POLICE	4,013	4,213	4,424	4,645	4,877
505	OFFICE ASSISTANT-GENERAL	4,013	4,213	4,424	4,645	4,877
506	GROUNDS MAINTENANCE WORKER	4,026	4,228	4,439	4,661	4,894
506	FACILITIES MAINTENANCE TECHNICIAN I	4,026	4,228	4,439	4,661	4,894
506	PARK FACILITIES MAINTENANCE WORKER	4,026	4,228	4,439	4,661	4,894
507	WATER METER READER I	4,159	4,367	4,585	4,814	5,055
508	POLICE RECORDS SPECIALIST	4,167	4,375	4,594	4,824	5,065
509	SENIOR TYPIST CLERK	4,195	4,404	4,624	4,856	5,098
510	BUSINESS LICENSE CLERK	4,237	4,448	4,671	4,904	5,150
510	INTERMEDIATE ACCOUNT CLERK - Acct	4,237	4,448	4,671	4,904	5,150
510	INTERMEDIATE ACCOUNT CLERK - POLICE	4,237	4,448	4,671	4,904	5,150
510	CUSTOMER SERVICE REPRESENTATIVE	4,237	4,448	4,671	4,904	5,150
511	CIVILIAN CUSTODY OFFICER	4,296	4,511	4,736	4,973	5,222
511	COMMUNITY SERVICES OFFICER	4,296	4,511	4,736	4,973	5,222
511	SENIOR CUSTODIAN	4,296	4,511	4,736	4,973	5,222
511	INFORMATION SYSTEMS TECHNICIAN	4,296	4,511	4,736	4,973	5,222
512	AQUATICS COORDINATOR	4,332	4,548	4,776	5,014	5,265
512	RECREATION COORDINATOR	4,332	4,548	4,776	5,014	5,265
513	CRIME PREVENTION SPECIALIST	4,371	4,589	4,819	5,060	5,312
514	WATER METER READER II	4,389	4,609	4,839	5,081	5,335
515	WATER DISTRIBUTION OPERATOR I	4,412	4,633	4,865	5,108	5,363
516	FACILITIES MAINTENANCE TECHNICIAN II	4,440	4,662	4,895	5,140	5,397
516	STREET MAINTENANCE WORKER	4,440	4,662	4,895	5,140	5,397
517	POLICE PROPERTY SPECIALIST	4,480	4,704	4,939	5,186	5,445
518	COMMUNITY DEVELOPMENT TECH II	4,505	4,730	4,967	5,215	5,476
519	PARKS EQUIPMENT MECHANIC	4,620	4,850	5,093	5,348	5,615
520	WATER SERVICE REPRESENTATIVE I	4,677	4,911	5,156	5,414	5,685
520	ELECTRICIAN I	4,677	4,911	5,156	5,414	5,685
520	SEWER MAINTENANCE WORKER I	4,677	4,911	5,156	5,414	5,685
521	SECRETARY	4,740	4,977	5,226	5,487	5,761
522	SENIOR GROUNDS MAINTENANCE WORKER	4,748	4,985	5,234	5,496	5,771
522	PARK FACILITIES MAINTENANCE LEAD	4,748	4,985	5,234	5,496	5,771
523	PAYROLL TECHNICIAN	4,751	4,989	5,238	5,500	5,775
524	POLICE DISPATCHER	4,756	4,994	5,244	5,506	5,781

Salary Pay Table
Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)
Effective 7-1-2023
3.50% Increase

		Step A	Step B	Step C	Step D	Step E
525	WATER PUMP OPERATOR I	4,800	5,040	5,292	5,556	5,834
526	RECORDS COORDINATOR	4,836	5,077	5,331	5,598	5,878
527	INFORMATION SYSTEMS COORDINATOR	4,849	5,092	5,347	5,614	5,895
528	PUBLIC SAFETY SUPERVISOR	4,971	5,220	5,481	5,755	6,043
530	CUSTODIAL SUPERVISOR	4,975	5,224	5,485	5,759	6,047
531	POLICE RECRUIT	4,976	5,225	5,486	5,761	6,049
532	WATER DISTRIBUTION OPERATOR II	5,027	5,278	5,542	5,819	6,110
533	EQUIPMENT MECHANIC	5,030	5,281	5,545	5,823	6,114
534	SENIOR SECRETARY	5,079	5,333	5,599	5,879	6,173
535	EQUIPMENT OPERATOR	5,162	5,420	5,691	5,976	6,275
536	SENIOR TRAFFIC & SIGN PAINTER	5,191	5,450	5,723	6,009	6,309
537	COMMUNITY DEVELOPMENT TECH III	5,191	5,451	5,723	6,010	6,310
538	WATER SERVICE REPRESENTATIVE II	5,233	5,495	5,769	6,058	6,361
539	HOUSING SPECIALIST	5,281	5,545	5,823	6,114	6,419
540	ELECTRICIAN II	5,311	5,577	5,856	6,149	6,456
541	CODE ENFORCEMENT OFFICER	5,332	5,599	5,879	6,173	6,482
541	HUMAN RESOURCES TECHNICIAN	5,332	5,599	5,879	6,173	6,482
542	FACILITIES MAINTENANCE SPECIALIST	5,449	5,721	6,007	6,307	6,623
543	WATER DISTRIBUTION OPERATOR III	5,456	5,729	6,015	6,316	6,632
544	SENIOR COMMUNITY DEVELOPMENT TECH	5,558	5,836	6,128	6,435	6,756
545	GRAFFITI LEAD WORKER	5,573	5,851	6,144	6,451	6,773
545	STREET LEAD WORKER	5,573	5,851	6,144	6,451	6,773
546	SENIOR EQUIPMENT MECHANIC	5,644	5,926	6,222	6,533	6,860
546	SENIOR PARK EQUIPMENT MECHANIC	5,644	5,926	6,222	6,533	6,860
547	SEWER MAINTENANCE WORKER II	5,106	5,361	5,630	5,911	6,207
548	WATER PUMP OPERATOR II	5,737	6,024	6,325	6,641	6,974
550	ENGINEERING TECHNICIAN	5,928	6,225	6,536	6,863	7,206
551	BUILDING INSPECTOR	5,981	6,280	6,594	6,924	7,270
552	WATER LEAD WORKER	6,015	6,316	6,632	6,963	7,311
552	WATER SYSTEM LEAD OPERATOR	6,015	6,316	6,632	6,963	7,311
553	JOURNEY ELECTRICIAN	6,311	6,626	6,957	7,305	7,670
554	EQUIPMENT SUPERVISOR	6,451	6,774	7,112	7,468	7,841
554	STREET FOREMAN	6,451	6,774	7,112	7,468	7,841
555	GENERAL MAINTENANCE FOREMAN	6,529	6,856	7,198	7,558	7,936
556	LEAD ELECTRICIAN	6,727	7,064	7,417	7,788	8,177
557	WATER DISTRIBUTION FOREMAN	6,965	7,313	7,679	8,063	8,466
557	WATER OPERATIONS FOREMAN	6,965	7,313	7,679	8,063	8,466
558	WATER QUALITY & SYSTEM LEAD OPERATOR	6,316	6,632	6,963	7,311	7,677
559	GROUNDS MAINTENANCE SUPERVISOR	5,874	6,167	6,476	6,799	7,139
559	PARK FACILITIES MAINTENANCE SUPERVISOR	5,874	6,167	6,476	6,799	7,139
559	SENIOR CODE ENFORCEMENT OFFICER	5,874	6,167	6,476	6,799	7,139
565	ELECTRICAL SUPERVISOR	7,244	7,606	7,986	8,386	8,805
566	RECREATION SPECIALIST	3,462	3,635	3,817	4,008	4,208
567	SENIOR BUILDING INSPECTOR	6,579	6,908	7,253	7,616	7,997

Longevity Pay
South Gate Municipal Employees Association (Civil Service)
Effective 7-31-2022

		5 to 10 Years	10 to 14 Years	15 to 19 Years	20 Year +
500	TYPIST CLERK	58.52	78.03	97.53	117.04
500	CITY HALL RECEPTIONIST	58.52	78.03	97.53	117.04
501	STOCK CLERK	60.09	80.12	100.15	120.19
502	GRAFFITI REMOVAL WORKER	62.87	83.83	104.79	125.74
503	CUSTODIAN	63.14	84.18	105.23	126.28
504	COMMUNITY DEVELOPMENT TECH I	64.36	85.81	107.27	128.72
505	INTERMEDIATE TYPIST CLERK (PARKS)	65.91	87.88	109.85	131.82
505	BILLING & SHIPPING CLERK	65.91	87.88	109.85	131.82
505	OFFICE ASSISTANT-HR	65.91	87.88	109.85	131.82
505	OFFICE ASSISTANT-POLICE	65.91	87.88	109.85	131.82
505	OFFICE ASSISTANT-GENERAL	65.91	87.88	109.85	131.82
506	GROUNDS MAINTENANCE WORKER	66.13	88.18	110.22	132.26
506	FACILITIES MAINTENANCE TECHNICIAN I	66.13	88.18	110.22	132.26
506	PARK FACILITIES MAINTENANCE WORKER	66.13	88.18	110.22	132.26
507	WATER METER READER I	68.31	91.08	113.84	136.61
508	POLICE RECORDS SPECIALIST	68.44	91.25	114.07	136.88
509	SENIOR TYPIST CLERK	68.90	91.86	114.83	137.79
510	BUSINESS LICENSE CLERK	69.59	92.78	115.98	139.17
510	INTERMEDIATE ACCOUNT CLERK - Acct	69.59	92.78	115.98	139.17
510	INTERMEDIATE ACCOUNT CLERK - POLICE	69.59	92.78	115.98	139.17
510	CUSTOMER SERVICE REPRESENTATIVE	69.59	92.78	115.98	139.17
511	CIVILIAN CUSTODY OFFICER	70.56	94.09	117.61	141.13
511	COMMUNITY SERVICES OFFICER	70.56	94.09	117.61	141.13
511	SENIOR CUSTODIAN	70.56	94.09	117.61	141.13
511	INFORMATION SYSTEMS TECHNICIAN	70.56	94.09	117.61	141.13
512	AQUATICS COORDINATOR	71.15	94.86	118.58	142.30
512	RECREATION COORDINATOR	71.15	94.86	118.58	142.30
513	CRIME PREVENTION SPECIALIST	71.79	95.72	119.65	143.58
514	WATER METER READER II	72.10	96.13	120.16	144.19
515	WATER DISTRIBUTION OPERATOR I	72.48	96.63	120.79	144.95
516	FACILITIES MAINTENANCE TECHNICIAN II	72.93	97.24	121.55	145.86
516	STREET MAINTENANCE WORKER	72.93	97.24	121.55	145.86
517	POLICE PROPERTY SPECIALIST	73.58	98.11	122.63	147.16
518	COMMUNITY DEVELOPMENT TECH II	73.99	98.66	123.32	147.98
519	PARKS EQUIPMENT MECHANIC	75.88	101.17	126.46	151.75
520	WATER SERVICE REPRESENTATIVE I	76.82	102.43	128.03	153.64
520	ELECTRICIAN I	76.82	102.43	128.03	153.64
520	SEWER MAINTENANCE WORKER I	76.82	102.43	128.03	153.64
521	SECRETARY	77.85	103.81	129.76	155.71
522	SENIOR GROUNDS MAINTENANCE WORKER	77.98	103.97	129.97	155.96
522	PARK FACILITIES MAINTENANCE LEAD	77.98	103.97	129.97	155.96
523	PAYROLL TECHNICIAN	78.04	104.05	130.06	156.07
524	POLICE DISPATCHER	78.12	104.16	130.20	156.24
525	WATER PUMP OPERATOR I	78.84	105.12	131.40	157.68
526	RECORDS COORDINATOR	79.42	105.90	132.37	158.85

Longevity Pay
South Gate Municipal Employees Association (Civil Service)
Effective 7-31-2022

		5 to 10 Years	10 to 14 Years	15 to 19 Years	20 Year +
527	INFORMATION SYSTEMS COORDINATOR	79.65	106.20	132.76	159.31
528	PUBLIC SAFETY SUPERVISOR	81.65	108.87	136.09	163.31
530	CUSTODIAL SUPERVISOR	81.71	108.95	136.19	163.43
531	POLICE RECRUIT	81.74	108.98	136.23	163.47
532	WATER DISTRIBUTION OPERATOR II	82.56	110.08	137.61	165.13
533	EQUIPMENT MECHANIC	82.62	110.16	137.70	165.24
534	SENIOR SECRETARY	83.42	111.22	139.03	166.84
535	EQUIPMENT OPERATOR	84.79	113.05	141.31	169.58
536	SENIOR TRAFFIC & SIGN PAINTER	85.26	113.68	142.10	170.52
537	COMMUNITY DEVELOPMENT TECH III	85.27	113.69	142.11	170.53
538	WATER SERVICE REPRESENTATIVE II	85.95	114.60	143.26	171.91
539	HOUSING SPECIALIST	86.74	115.66	144.57	173.49
540	ELECTRICIAN II	87.24	116.32	145.40	174.48
541	CODE ENFORCEMENT OFFICER	87.59	116.78	145.98	175.17
541	HUMAN RESOURCES TECHNICIAN	87.59	116.78	145.98	175.17
542	FACILITIES MAINTENANCE SPECIALIST	89.49	119.32	149.15	178.99
543	WATER DISTRIBUTION OPERATOR III	89.61	119.48	149.36	179.23
544	SENIOR COMMUNITY DEVELOPMENT TECH	91.30	121.73	152.16	182.60
545	GRAFFITI LEAD WORKER	91.53	122.04	152.55	183.06
545	STREET LEAD WORKER	91.53	122.04	152.55	183.06
546	SENIOR EQUIPMENT MECHANIC	92.70	123.60	154.50	185.40
546	SENIOR PARK EQUIPMENT MECHANIC	92.70	123.60	154.50	185.40
547	SEWER MAINTENANCE WORKER II	83.87	111.83	139.78	167.74
548	WATER PUMP OPERATOR II	94.23	125.65	157.06	188.47
550	ENGINEERING TECHNICIAN	97.37	129.83	162.29	194.75
551	BUILDING INSPECTOR	98.24	130.98	163.73	196.47
552	WATER LEAD WORKER	98.80	131.73	164.67	197.60
552	WATER SYSTEM LEAD OPERATOR	98.80	131.73	164.67	197.60
553	JOURNEY ELECTRICIAN	103.65	138.20	172.75	207.30
554	EQUIPMENT SUPERVISOR	105.96	141.28	176.60	211.92
554	STREET FOREMAN	105.96	141.28	176.60	211.92
555	GENERAL MAINTENANCE FOREMAN	107.24	142.99	178.74	214.48
556	LEAD ELECTRICIAN	110.49	147.33	184.16	220.99
557	WATER DISTRIBUTION FOREMAN	114.40	152.54	190.67	228.81
557	WATER OPERATIONS FOREMAN	114.40	152.54	190.67	228.81
558	WATER QUALITY & SYSTEM LEAD OPERATOR	103.74	138.32	172.90	207.48
559	GROUNDS MAINTENANCE SUPERVISOR	96.47	128.63	160.79	192.95
559	PARK FACILITIES MAINTENANCE SUPERVISOR	96.47	128.63	160.79	192.95
559	SENIOR CODE ENFORCEMENT OFFICER	96.47	128.63	160.79	192.95
565	ELECTRICAL SUPERVISOR	118.98	158.64	198.30	237.96
566	RECREATION SPECIALIST	56.87	75.83	94.78	113.74
567	SENIOR BUILDING INSPECTOR	108.06	144.08	180.10	216.12