RESOLUTION NO. 22 – 70

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT INCLUDING COMPENSATION FOR JANUARY 2022 THROUGH JUNE 2025

SUPERVISOR, PROFESSIONAL, AND TECHNICAL EMPLOYEES UNIT

WHEREAS, the City Council of the City of El Centro, California ("the City Council") has previously adopted Resolution No. 18-90 concerning terms and conditions of employment, including compensation, for employees of the Supervisor, Professional, and Technical Employees Unit; and

WHEREAS, the employees are not currently represented by a recognized employee bargaining unit, as that term is defined in the Meyers-Milias Brown Act; and

WHEREAS, representatives of the City of El Centro, California ("the City") and the employees covered by this resolution have met and conferred in good faith concerning the terms and conditions of employment addressed by this resolution; and

WHEREAS, the City Council desires to provide reasonable compensation and terms and conditions for employees, weighing the fiscal constraints imposed upon the City by uncertainties in the national, state and local economies; and

WHEREAS, the City Council finds that it is in the best interest of the City to adopt this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Repeal of Previous Resolution: Resolution No. 18-90 is hereby repealed.

Section 2. Agreement. The agreement between the City and the Supervisor, Professional and Technical Employees Unit (a copy of which is on file in the office of the City Clerk), is hereby adopted.

Section 3. Effective Dates. Except as provided by the agreement, the terms and conditions of employment, as provided by this resolution and agreement, are effective upon adoption. This resolution shall remain in full force and effective through June 30, 2025, or until a successor resolution is adopted by the City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 5th day of July 2022.
CITY OF EL CENTRO

By ________________________________
Tomas Oliva Mayor

ATTEST:

By ________________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By ________________________________
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA )
COUNTY OF IMPERIAL ) ss
CITY OF EL CENTRO )

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 22 - 70 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 5th day of July 2022, by the following vote:

AYES: Garcia, Viegas-Walker, Oliva, Cardenas-Singh, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

By ________________________________
Norma Wyles, City Clerk

06/2022/liz/A22-0091/Reso/MOU-SPTEA
MEMORANDUM OF UNDERSTANDING
between the
CITY OF EL CENTRO
and
SUPERVISORY, PROFESSIONAL AND
TECHNICAL EMPLOYEES ASSOCIATION
January 1, 2022 – June 30, 2025

ARTICLE 1  GENERAL PROVISIONS

Section 1.1  PARTIES TO AGREEMENT

This Memorandum of Understanding ("this MOU" or "the MOU") is the result of meet and confer sessions held between the Parties hereto pursuant to the Meyer-Millas-Brown Act (California Government Code §§3500 et seq.), and has been executed by the CITY OF EL CENTRO ("the City") and by the SUPERVISORY, PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION ("the Association") (individually, "Party;" collectively, "Parties").

Section 1.2  RECOGNITION

The Association is hereby recognized as the Exclusive Representative for employees occupying the classification as set forth in Appendix A pursuant to the Meyers-Millas-Brown Act.

Section 1.3  RATIFICATION

It is agreed that this MOU is of no force or effect until ratified and approved by the membership of the Association and by Resolution duly adopted by the City Council of the City.

Section 1.4  IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties hereto to the City Council that one or more resolutions be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, hours, fringe benefits, and other terms and conditions of employment for the classifications represented by the Association. To the extent provided herein, in the event of any conflicts between any of the provisions of the City's Personnel Rules and Regulations with the provisions of this MOU, then this MOU shall prevail.

Section 1.5  SCOPE OF REPRESENTATION

This scope of representation of the Association shall be those as set forth in the City of El Centro Employer-Employee Relations Resolution adopted pursuant to the Meyers-Millas-Brown Act.

Section 1.6  PARTIAL INVALIDITY

If any section, sub-section, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of the MOU.

In the event of a final ruling by a court of competent jurisdiction or by a State Agency of competent jurisdiction (where neither Party has appealed said ruling of said court or state agency) invalidating all or any part of this MOU in an action wherein this MOU is properly before the court or state agency, the City and the Association agree to meet and confer within ninety (90) calendar days regarding said section, sub-section, sentence, clause or phrase of this MOU.

Section 1.7  HIRING
Whenever the City hires an employee who is covered by this MOU, the City will provide him/her with a copy of this MOU and comply with other applicable requirements of California law.

Section 1.8 CITY’S PERSONNEL RULES AND REGULATIONS

a. **Incorporation.** The City’s Personnel Rules and Regulations are incorporated by reference in this MOU and shall be binding on the Parties to the extent they do not conflict with this MOU. Notwithstanding anything to the contrary, however, the City’s Personnel Rules and Regulations shall apply to all disciplinary matters.

b. **Layoff.** However, should an employee be terminated due to layoff, then on the effective date of such termination, the provisions of this MOU shall be rendered null and void. Thereafter, the employee shall have only those rights and prerogatives regarding layoff and reemployment that are prescribed in the Personnel Rules and Regulations.

ARTICLE 2 RIGHTS OF THE CITY AND OF EMPLOYEES

Section 2.1 CITY RIGHTS

a. **Rights.** The exclusive rights of the City include, but are not limited to, the following:

1. Determine issues of public policy;

2. Determine the merits, necessity, and organization of any service or activity conducted by the City;

3. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;

4. Expand or diminish services;

5. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;

6. Determine the size and composition of the work force and to assign work to employees in accordance with requirements as determined by the City;

7. Relieve employees from duty because of lack of work or other non-disciplinary reasons, provided such is done in accordance with the City’s Personnel Rules and Regulations, as modified hereby;

8. Discharge, suspend or otherwise discipline employees for proper cause;

9. Determine job classifications;

10. Determine policies, procedures and standards for selection, training and promotion of employees;

11. Establish employee performance standards, including, but not limited to, quality and quantity standards;
12. Maintain the efficiency of governmental operations;

13. Take any and all necessary actions to carry out its mission in emergencies;

14. Exercise complete control and discretion over its organization and the technology of performing its work and services; and

15. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

b. Discrimination Prohibited. The City, in exercising these rights and functions, will not unlawfully discriminate against any employee or employee organization.

Section 2.2 EMPLOYEE RIGHTS

The rights of employees shall include the right to form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation of all matters of employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

ARTICLE 3 COMPENSATION

Section 3.1 SALARY AND PERFORMANCE INCREASE

a. Pay Range. Effective as of the first full pay period in July 2022, no employee shall be paid less than Step 1 or more than Step 6.

b. Step Collapse/Replacement. Effective as of the first full pay period in July 2022, or the first full pay period following City Council approval, whichever is later, the City shall collapse the current 11-step salary schedule to 6 steps and implement a 2% cost of living adjustment ("COLA") as follows:

1. Step Collapse:

   A. Step 6: Step 11 will receive a 2% COLA and shall become the new Step 6.

   B. Step 5: Step 10 will receive a 2% COLA and will become the new Step 5.

   C. Step 4: Step 4 will equal 95% of Step 5.

   D. Step 3: Step 3 will equal 90% of Step 5.

   E. Step 2: Step 2 will equal 85% of Step 5.

   F. Step 1: Step 1 will equal 80% of Step 5.

2. Step Placement:

   A. Step 6: Employees at current Step 11 will be at the new Step 6.
B. **Step 5**: Employees currently at Step 10 will be at the new Step 5.

C. **Step 1-4**: All other employees will be placed in the new Step (1-5) that is closest to their current salary (after receiving a 2% salary increase on current pay) without suffering a pay reduction.

c. **Fiscal Year 2023/2024 COLA.** Effective as of the first full pay period for July 2023, for fiscal year 2023/2024, employees will receive a COLA of 2% of base salary as of June 30, 2023.

d. **Fiscal Year 2024/2025 COLA.** Effective as of the first full pay period for July 2024, for fiscal year 2024/2025, employees will receive a COLA of 2% of base salary as of June 30, 2024.

e. **Merit Increases.**

1. **Eligibility:** From January 1, 2022, to June 30, 2025, employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the employee’s evaluation rating his/her performance satisfactory or better.

2. **Timing:** It is expected that the annual evaluation shall occur on an employee’s anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.

3. **Future Increases:** Except for Step 11 (Step 6 after the first full pay period in July 2022), future step increases beyond termination of this on June 30, 2025, must be approved by the Parties in a successor MOU.

f. **Step Ranges.** Separate salary schedules showing the salary step ranges are shown in Appendix A attached and herein incorporated by reference.

**Section 3.2 ADMINISTRATIVE LEAVE**

Employees in positions classified as exempt pursuant to the Fair Labor Standards Act (“FLSA”) shall receive forty (40) hours of paid Administrative Leave per year effective July 1 of each year on a non-accrual basis; provided, however, that an employee joining the City’s professional staff after December 31 of a fiscal year shall receive twenty (20) hours of paid Administrative Leave during that year. Any Administrative Leave time remaining in an employee’s account as of June 1 of each year shall be converted to cash; provided, however, that the total leave converted shall not exceed thirty-two (32) hours. Administrative Leave provided pursuant to this section shall not be considered “vacation leave” within the meaning of California Labor Code §227.3, and any remaining Administrative Leave time remaining as of June 30 shall be forfeited.

**Section 3.3 CALL BACK**

An employee in a position classified as non-exempt pursuant to the FLSA who has been released from work and is called back to duty shall be paid for the time required to return to the work site in addition to the time actually worked. The total time of such pay shall not be less than three (3) hours and shall be paid at one and one-half (1.5) times the employee’s regular rate of pay. Regularly-scheduled overtime does not constitute on-call pay.

**Section 3.4 UNIFORMS**

The City will, when possible, rent and provide uniforms to personnel designated by the City to wear uniforms. When it is not practical to rent uniforms, the City will reimburse the employee for the cost of purchasing said uniform; provided, however, that said reimbursement shall not exceed two hundred dollars.
($200) annually.

Section 3.5  SAFETY SHOES

Effective July 1, 2022, or upon approval of the City Council, whichever occurs later, for those employees in positions where the use of safety shoes is mandated by State or Federal regulations, the City shall provide three hundred dollars ($300) annually in July to each such employee, who shall then be responsible for purchasing and maintaining such safety shoes, and for wearing such shoes at all times when on duty. Failure to wear such shoes shall be grounds for disciplinary action.

Section 3.6  RETIREMENT

Employees hired prior to January 1, 2013, and covered by this MOU, shall be placed in the CalPERS two percent (2%) at fifty-five (55) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution as determined by CalPERS. Effective June 26, 2012 the employee shall pay the full employee portion of seven percent (7%). Employee contributions will be paid pre-tax under IRS §414(h)(2).

New employees hired by the City on or after January 1, 2013 that are not members of CalPERS shall be placed in the CalPERS two percent (2%) at sixty-two (62) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Employees required contribution amount shall be as determined by CalPERS.

Section 3.7  COMPENSATORY TIME

An employee in a position classified as non-exempt pursuant to the FLSA shall be allowed to accumulate compensatory time to a maximum of two hundred forty (240) hours at any given time. Any employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of the City. Employees may request to be paid for up to forty (40) hours of accumulated compensatory time on any payday. The City, with reasonable advance notice, may schedule the use of accumulated compensatory time in excess of forty (40) hours.

Section 3.8  LONGEVITY PAY

a.  Eligibility. Employees appointed to full-time positions within this group prior to May 1, 2012, shall be compensated at a rate of fifteen dollars ($15) per month for each five (5) years of continuous service to the City. Employees appointed to full-time positions within this group after May 1, 2012, are not eligible for longevity pay under this section.

b.  Placement. All employees who have been in Step 10 for five (5) continuous years, and receiving satisfactory or higher performance evaluations for those five (5) years, shall be placed in Step 11 as of their anniversary date, subject to the step collapse in Section 3.1.

Section 3.9  EDUCATION INCENTIVE PAY

An employee covered by this MOU who has attained or who attains a higher level of education than is required for his/her position, as certified by the Director of Human Resources, shall receive educational incentive pay pursuant to this section. An employee with an associate of arts or sciences degree shall be eligible to receive fifty dollars ($50) per pay period, an employee with a bachelor of arts or sciences degree shall be eligible for seventy-five dollars ($75) per pay period, and an employee with a master’s degree shall be eligible for one hundred dollars ($100) per pay period. All degrees must be from an accredited university/college and approved by the Human Resources Department. The educational incentive pay increases will be effective upon successful completion of the probationary period.
ARTICLE 4 INSURANCE

Section 4.1 HEALTH INSURANCE

a. Eligibility. Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City’s comprehensive major medical, dental, life, and vision care insurance program. The employees covered by this agreement may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life, and vision care insurance program.

1. 2022 Contribution. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

   Employee Only: Up to $754.56 per month
   Spouse: Up to $1,155.19 per month
   Child(ren): Up to $1,094.45 per month
   Spouse & Children: Up to $1,475.52 per month

2. Future Contributions. Effective beginning calendar year 2023, the City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the employee.

   An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

3. Retired Employees. Employees covered by this resolution who retire from the City shall have the opportunity to participate in the same comprehensive major medical, dental, life, and vision care insurance program.

   A. For employees hired on or before June 21, 2011, if the sum of an employee’s age (expressed in years and complete months) plus the years of service credit with the City of El Centro as reflected in the records of the California Public Employees Retirement System) totals seventy-five (75) or more upon retirement, the City shall pay the entire retiree only portion of said insurance at the “core level” until the retiree reaches age sixty-five (65).

   B. For employees hired before January 1, 2022, but after June 21, 2011, if the sum of an employee’s age (expressed in years and complete months) plus the years of service credit with the City of El Centro as reflected in the records of the California Public Employees Retirement System) totals seventy-five (75) or more upon retirement, the City shall pay six hundred nineteen dollars and one cent ($619.01) per month towards the retiree only portion of said insurance at the “core level” until the retiree reaches age sixty-five (65).

Section 4.2 LIFE INSURANCE

The City agrees to provide term life insurance and accidental death and dismemberment coverage in the amount of twenty-thousand dollars ($20,000) each for all employees covered by this MOU. In addition to the amounts provided above, the City shall provide an additional eighty-thousand dollars ($80,000) of group
term life insurance for any employee covered by this resolution.

Section 4.3 DISABILITY INSURANCE

The City shall provide short and long-term disability insurance coverage for employees covered by this resolution.

ARTICLE 5 LEAVE

Section 5.1 ANNUAL LEAVE DENIAL/CASH OUT

a. Cap. No annual leave will be accrued above the maximum of three (3) times the annual accrual rate at any time or for any reason.

b. Cash Out. For the fiscal year beginning July 1, 2022, or following Council approval, whichever occurs later, an employee shall be allowed to cash out only the amount of the denied annual leave hours, up to the maximum of eighty (80) hours when:

1. He/she has taken a minimum of one (1) week of annual leave during the current fiscal year;

2. He/she thereafter is denied a request to take additional annual leave in that fiscal year because of department or city workload or reasons beyond the control of either party to this MOU; and

3. He/she for such reason is unable to take said annual leave by the end of that fiscal year without triggering overtime.

c. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

Section 5.2 HARDSHIP CASHOUT

Effective July 1, 2022, or upon approval of the City Council, whichever occurs later, employees may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need.

Section 5.3 HOLIDAYS

Employees covered by this MOU shall be granted the following paid holidays:

a. The first (1st) day of January – New Year’s Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday of February – President’s Day;

d. One-half (.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;
g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran’s Day;

j. The fourth (4th) Thursday in November – Thanksgiving Day;

k. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;

l. The twenty-fifth (25th) day of December – Christmas Day;

m. The anniversary of the birth of the employee;

n. One-half (.5) day on the afternoon of December 24th; and

o. One-half (.5) day on the afternoon of December 31st.

When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each half day holiday shall be taken on the Friday preceding December 24th and December 31st.

ARTICLE 6 MISCELLANEOUS PROVISIONS

Section 6.1 REPAIR OR REPLACEMENT OF EMPLOYEE’S PERSONAL PROPERTY

The City shall reimburse employees for the repair or replacement of authorized personal property damaged or lost in the performance of their duties. The City shall pay the replacement value of any such authorized personal property with the following exception: watches to a maximum of one hundred fifty dollars ($150). An employee may be authorized to wear while on duty an “engagement and/or wedding ring” upon submission of satisfactory proof of value thereof. The City will pay for the replacement value or three hundred dollars ($300), whichever is less, for the repair or replacement of said ring which is lost or damaged while on duty. Personal electronics (cell phones, iPads, etc.) are not eligible for reimbursement.

The employee assigns any right of action against anyone from loss or damage to personal property up to the amount paid by the City, and will allow any suit to be brought in his/her name by the City at City’s expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this Section, City shall notify the affected employee of said action.

Section 6.2 NO DISCRIMINATION POLICY

It is agreed that no employee will be discriminated against because of exercising his/her rights specified in the Employer-Employee Relations Policy or his/her rights under this MOU.

ARTICLE 7 REMOVAL OF STANDARDIZED PROVISIONS

It is agreed that certain provisions of this MOU shall be removed and restated as part of the City’s Rules and Regulations subject to the condition precedent that all such provisions removed and restated shall not diminish any rights or privileges conferred by said provisions. Once removed from this MOU, and notwithstanding Section 1.8, the City’s Rules and Regulations shall supersede the same paragraphs contained in this MOU. Prior to removal and restatement the Parties hereto shall meet & confer on this matter only to insure the requirements of this section are being satisfied. The provisions subject to removal are the following:

Section 3.4 UNIFORMS
Section 3.5 SAFETY SHOES
ARTICLE 8 DISCIPLINARY ACTIONS

Disciplinary action(s) will be in accordance with the City Personnel Rules and Regulations, Chapter 14, Employee Discipline & Process, as that may be amended from time to time.

ARTICLE 9 EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

There is an existing Employer-Employee Relations Resolution (Resolution 02-71, adopted July 3, 2002) revised under Resolution 21-83, adopted October 19, 2021. The City agrees to review said resolution and, if modifications are to be made, the City shall, prior to adoption, review the proposed changes with the Supervisor, Professional and Technical Employees Unit. The employees agree that the time for an employee group to file a request for certification, decertification or modification of a unit as set out in Section 9 and 11 of that Resolution shall be June 30 rather than March 30 of any year.

ARTICLE 10 CONCLUSIVENESS OF AGREEMENT

The City and the Association acknowledge that during the negotiations which resulted in this MOU, each Party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of the negotiation process. Therefore, the City and the Association for the term of the MOU, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject within this MOU.

ARTICLE 11 COVERAGE AND EFFECTIVE DATES

This MOU applies only to those unit members who are employed by the City at the time when the Council approves this MOU.

Except as otherwise provided herein, this MOU is effective upon adoption. This MOU shall remain in full force and effect January 1, 2022, through June 30, 2025, or until a successor agreement is adopted by the City Council.
Agreed to by:

Supervisory, Professional and Technical Employees

[Signature]

Date: 7/25/2022

City of El Centro

[Signature]

Date: 7/27/22
APPENDIX A- Supervisor, Professional, and Technical Employees Association

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