

**AGREEMENT BETWEEN THE  
CITY OF VACAVILLE  
AND THE  
ADMINISTRATIVE MANAGERS GROUP**

**July 1, 2015 – June 30, 2018**

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**AGREEMENT BETWEEN  
THE CITY OF VACAVILLE AND  
THE ADMINISTRATIVE MANAGERS GROUP**

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**Section 1. Term**

The term of this Agreement shall be July 1, 2015 through June 30, 2018, and any subsequent negotiation for a successor agreement.

**Section 2. Salary Schedule**

Salary schedule is recorded in Appendix A.

As an offset for the increased employee PERS contribution, all employees will receive a 0.75% base wage increase effective October 1, 2015.

At the end of FY 2015-16 (approximately October 2016) and 2016-17 (approximately October 2017), if non-Measure M revenues, less increases in non-discretionary expenditures (limited to CalPERS, PARS, Healthcare or other expenses mandated by the Federal Government, the State of California or a Court with jurisdiction over the City), exceed the City's actual revenue, then the City, will distribute 30% of these excess revenues to employees as a wage increase.

The City will allocate these excess revenues to each bargaining unit on a proportionate basis. If this trigger is reached, the minimum wage increase shall be 1.5% and the maximum shall be 4%. If this trigger is reached, the corresponding wage increase will be effective January 1, 2017 and January 1, 2018.

If the trigger is reached for both years, the trigger calculation in year three will be reduced by the wage increase given in year two.

**Section 3. Retirement**

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the Public Employees Retirement System (PERS) and Public Agency Retirement Systems (PARS).

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans which include CalPERS.

**Hire date on or after January 1, 2013 and deemed "new" member**

(New member = no prior PERS/reciprocal employment or break in service greater than 6 months)

Benefits include:

Section 7522.20 (2% @ 62 Formula for Non-Safety Members)

Section 20037 (Three Year Final Compensation)

Employee contribution (Section 7522.30) = 50% of Total Normal Cost, currently 6.25%. Contribution amount is recalculated each year by CalPERS actuarial study.

Effective October 1, 2015, employees shall pay a combined total of eight percent (8%) (6.25% employee contribution plus 1.75% employer contribution) towards CalPERS retirement. The 1.75% shall be paid as a cost share via agreement (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via agreement pursuant to Government Code Section 20516 (f).

### **Hire date on or after January 1, 2013 and deemed “classic” member**

(Classic member = prior PERS/reciprocal employment with less than 6 month break in service)

Benefits include:

Section 21354 (2% @ 55 Formula for Local Miscellaneous Members)

Section 20042 (One-Year Final Compensation)

Employee contribution (Section 20677) = 7%

Effective October 1, 2015, employees shall pay a combined total of eight percent (8%) (7% employee contribution plus 1% employer contribution) towards CalPERS retirement. The 1% shall be paid as a cost share via agreement (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via agreement pursuant to Government Code Section 20516 (f).

### **Hire date on or before December 31, 2012**

Benefits include:

Equivalency of 2.7% @ 55 Formula

PERS Section 21354 (2% @ 55 Formula for Local Miscellaneous Member) plus;

Supplemental PARS plan of 0.7% @ 55,

Section 20042 (One-Year Final Compensation)

Employee contribution (Section 20677) = 7% to PERS and 2% to PARS

Effective October 1, 2015, employees shall pay a combined total of eight percent (8%) (7% employee contribution plus 1% employer contribution) towards CalPERS retirement. The 1% shall be paid as a cost share via agreement (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via agreement pursuant to Government Code Section 20516 (f).

### ***All Miscellaneous retirements also include the following contracted PERS provisions:***

Section 20903 (Two Years Additional Service Credit – if “Golden Handshake” activated)

Section 20965 (Credit for Unused Sick Leave)

Section 21024 (Military Service Credit as Public Service)

Section 21027 (Military Service Credit for Retired Persons)

Section 21427 (Improved Non Industrial Disability Allowance)  
Section 21548 (Pre-Retirement Option 2W Death Benefit)  
Section 21574 (Fourth Level of 1959 Survivor Benefits)

## **Section 4. Health & Welfare**

City contributes the following amounts for employee plus family towards health, dental, vision, and life insurances. Employees are responsible for amounts that exceed the maximum amount paid by City.

### **4.1 Health Insurance**

The City will continue to contribute ninety-two percent (92%) of the Kaiser Bay Area premium for coverage through December 31, 2015 (ending with November 30, 2015 paycheck).

Effective the first pay period in which 2016 health premiums apply (December 15, 2015 paycheck), the City will contribute eight-five (85%) of the Kaiser Bay Area premium cost for the selected plan level (single, double, family), with the balance to be paid by the employee on a pretax basis. An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting a Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

### **4.2 Dental Insurance**

July 1 through August 31, 2015, each employee pays \$25.00 per month.

Effective September 1, 2015, the City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Dental premiums for the selected plan level (single, double, family).

### **4.3 Vision Insurance**

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Vision insurance premiums for the selected plan level (single, double, family).

### **4.4 Life Insurance**

The City shall provide a life insurance policy in the amount of \$150,000.

The City shall make available the opportunity for full-time employees to purchase additional term life insurance for themselves, their spouses and their dependents through a vendor specified by the City. Purchase of additional life insurance and/or spousal and dependent life insurance shall be voluntary. Election shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

### **4.4 Short Term Disability**

The City does not currently participate in the State's Short Term Disability program (SDI). The City shall make available the opportunity for full-time employees to purchase Short Term Disability through a vendor specified by the City. Purchase of Short Term Disability insurance

shall be voluntary. Elections shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

#### **4.5 Long Term Disability**

The City will pay the full cost of a Long Term Disability insurance plan through a vendor specified by the City.

#### **4.6 Double Coverage “Opt Out”**

An employee demonstrating other medical coverage may “opt out” of the City’s/CalPERS medical plan and, in consideration, will receive a \$250 monthly City contribution to his/her deferred compensation account. Effective October 1, 2015, employees receiving City health coverage through another City employee or retiree will no longer be eligible for the “Opt Out” benefit.

#### **4.7 CalPERS Health Benefit Vesting Program**

The City has implemented the CalPERS Health Vesting schedule. The Vesting program is mandatory for all employees hired on or after January 1, 2009. Employees hired prior to January 1, 2009 may voluntarily elect to participate in the Vesting program during the annual health care open enrollment period or at time of retirement.

#### **4.8 Establishment of a Trust Retiree Medical Trust/Other Post-Employment Benefits (OPEB):**

The City established a Trust for purposes of funding City-wide retiree health care costs. Each employee will make direct contributions to the trust in the amounts described below on a pre-tax basis:

- Effective September 1, 2015 – Twenty five dollars (\$25.00) per month
- Effective July 1, 2016 – Fifty dollars (\$50.00) per month

#### **4.9 Termination of Contributions to the Trust**

Employee contributions to the Trust shall be discontinued upon full funding of the City’s actuarial liability for retiree medical costs.

#### **4.10 Section 125 Plan**

The City will maintain a plan whereby employees may elect to voluntarily contribute to a dependent care assistance program (as prescribed by and within the meaning of Section 125 of the Internal Revenue Code) or an employee welfare benefit plan that provides for health benefits (which are ‘qualified benefits’ within the meaning of Section 125 of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

### **Section 5. Holidays**

Eleven (11) scheduled days off, plus two (2) floating holidays added to annual leave each July 1.

## Section 6. Vacation

Employees shall accrue vacation each pay period on a prorated basis in accordance with the following schedule:

	<u>7.5 Hour Employees</u>	<u>8 Hour Employees</u>
Years 1 – 5 = 10 days	75 hours	80 hours
Years 6 – 10 = 15 days	112.5 hour	120 hours
Year 11 = 16 days	120 hours	128 hours
Year 12 = 17 days	127.5 hours	136 hours
Year 13 = 18 days	135 hours	144 hours
Year 14 = 19 days	142.5 hours	152 hours
Years 15+ = 20 days	150 hours	160 hours

Bonus at completion of 5 and 15 years = 5 days lump sum credit:

- 7.5 hour employees = 37.5 hours
- 8 hour employees = 40 hours

Maximum accumulation of 40 days:

- 7.5 hour employees = 300 hours
- 8 hour employees = 320 hours

Upon adoption of this agreement, employees may elect to cash out up to eighty (80) hours of their vacation leave balance as follows:.

- An election form will be sent to eligible employees showing their accrued vacation balance. Forms will be sent once in the fall of 2015, in January and July of 2016 and 2017 and in January of 2018.
- Employees must elect whether or not they want vacation cash out and how much.
- In 2016 and 2017, the election forms must be returned to the Human Resources Division by February 1st and August 1st, and will be paid out on the February 15th and August 15th paychecks of each year. In 2018, the election form must be returned to the Human Resources Division by February 1st.
- As of June 30, 2018, the vacation caps will be enforced.
- As of June 30, 2018 employees may cash out up to eighty (80) hours of their vacation leave balance in January of each calendar year, provided that they have taken a minimum of three (3) weeks (37.5 hour employees = 112.5 hours 40 hour employees = 120 hours) of vacation leave during the preceding twelve (12) months (December 16th – December 15th). An election form will be sent to eligible employees showing their vacation balance in mid-January of each year. Employees must elect whether or not they want Vacation Cash

Out and how much. The election form must be returned to the Human Resources Division by February 1st. The vacation will be paid out in the February 15th paycheck.

- If an employee reaches their cap on or after June 30, 2018, they will not accrue any further vacation until the vacation hours are at or less than the stated cap. However, an employee will be allowed to temporarily accrue vacation in excess of their cap if the City cancels the employee's scheduled vacation within four pay periods of the employee reaching their cap. The employee and the City shall promptly work together after the City cancels the employee's vacation to schedule alternative vacation time to prevent the employee from reaching their cap or at least minimize the extent to which the employee exceeds the cap.

Any cash-out of vacation time shall be paid at the current base rate. Base rate is the straight-time rate of pay per hour paid to an employee by the City pursuant to the salary scale of the employee's classification. Base salary does not include premiums, bonuses, benefits, or any other potential compensation from the City.

## **Section 7. Sick Leave Accrual**

The City provides twelve (12) days of sick leave per year with no maximum accrual. This sick leave includes the legally required sick leave days mandated by Assembly Bill (AB) 1522. The City will comply with AB 1522 in the administration of the legally mandated sick leave days.

### **7.1 Sick Leave at Retirement or Death**

Employees retiring on normal service retirement may elect to receive twenty-five percent (25%) of their sick leave balance in cash. An employee who dies while in City service will have one hundred percent (100%) of the deceased employee's sick leave balance paid to the employee's estate.

### **7.2 Sick Leave Incentive**

Annually, employees with thirty (30) days of sick leave balance who use less than four (4) of twelve (12) days earned can elect to receive fifty percent (50%) of the unused portion earned in that year in cash at the current base rate.

## **Section 8. Bereavement Leave**

Department Heads may grant their employees up to five (5) scheduled work days (for 7.5, 8, 10, and 12 hour employees) or three (3) shifts (for 24 hour employees) of bereavement leave in the event of the death of an immediate family member.

For the purposes of this Section, "immediate family" shall include spouse, registered domestic partner, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or anyone residing in a household who is a dependent or a relative.

The hours will not be taken from the employee's leave banks and will not become a vested property right.

This provision does not apply while the employee is on leave of absence or layoff.

For the purpose of this Section only, "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

## **Section 9. Catastrophic Leave**

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying City employee, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

### **Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a full time employee who has passed his/her initial City probationary period, 2) Have personally sustained, or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition certified by a physician, 3) Have exhausted all accumulated paid leave, 4) Be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care, and 5) conform with the qualifying criteria of the Family and Medical Leave Act.

### **Benefits**

Accrued vacation, administrative leave and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of paid leave accruals.

### **Guidelines for Donating Leave Credits**

- a. Accrued vacation, administrative leave and compensatory time off may be donated by any full-time employee who has completed his/her initial City probationary period (if applicable).
- b. Time donated will be converted to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed fifty-six (56) hours. The total leave credits received by the employee shall not exceed six months.
- d. Leave donations must be in a minimum increment of one hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation + administrative leave + compensatory time off) to less than fifty-six (56) hours.

- e. Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole.
- f. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave or other paid leave hours will accrue.
- g. Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness or injury, any unused donations will not be deducted from the original donor's balance.
- h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.
- i. For the purposes of this Section, "immediate family member" is defined as: mother, father, child, spouse, registered domestic partner, or sibling of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- j. Under extenuating and extraordinary circumstances the Director of Administrative Services may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

## **Section 10. Administrative Leave**

Management classifications that are FLSA exempt, listed in Appendix A with an asterisk (\*), are eligible to receive administrative leave.

Administrative leave shall be accrued per pay period at the rate of eight (8) days (60 hours) per year.

Employees who demonstrate additional productivity in their work each year, subject to annual Department Head approval, are eligible for five (5) additional days (37.5 hours) pay or administrative leave. Examples of productivity would include design and implementation of methods to improve effectiveness and efficiency in the organization, meeting stated goals and objectives from the previous year, measured by regularly tracking costs, output and operating practices within their professional and technical areas. The number of additional days of administrative leave shall be pro-rated for employees who have not worked the full preceding calendar year.

An election form will be sent to eligible employees showing their administrative leave balance (including any additional days awarded by their Department Head) in November of each year. Employees must elect whether or not they want administrative leave cash-out and how much. The election form must be returned to the Human Resources Division by December 1st. The administrative leave will be paid out in the December 15th paycheck.

Administrative leave will be kept in a separate Administrative Leave Bank with a maximum balance of ten (10) days (75 hours). Any leave that exceeds this maximum balance will be cashed out.

See Appendix B for additional information on cash-out of Administrative Leave.

## **Section 11. Compensatory Time**

Overtime will be granted at time and one-half for all hours worked in excess of the normal workday and workweek. Compensatory time off, at the time and one-half rate, may be granted in lieu of pay at the employee's request and with the approval of the supervisor. Only non-FLSA exempt employees are eligible for compensatory time.

Compensatory Time, not to exceed one hundred (100) hours, will be accrued in a separate bank.

An employee may elect to cash out one hundred percent (100%) of his/her accrued balance of Compensatory Time once each year. An election form will be sent to eligible employees showing their Compensatory Time balance in early October. Employees must elect whether or not they want Compensatory Time cashout and how much. The election form must be returned to the Human Resources Division by October 31st. The Compensatory Time will be paid out in the November 15th paycheck.

The City shall not require employees to use Compensatory Time off prior to use of vacation.

## **Section 12. Modified and Temporary Reduced Work Schedules**

Modified or temporary reduced work schedules may be implemented with Department Head approval and concurrence with the City Manager.

## **Section 13. Tuition Reimbursement**

Up to \$1,500 per fiscal year for tuition and books, earning a "pass" in a pass/fail or a "B" or better grade. Requires pre-approval.

## **Section 14. Probation**

12 months.

## **Section 15. Callback**

For employees who are eligible for overtime, callback shall be paid at a minimum of 2 hours at time and one-half when an employee is called back to work after the employee's regular work hours, or called back on a day when the employee is not scheduled to work.

## **Section 16. Miscellaneous**

### **16.1 Performance Award Pay**

The City has a performance award program for unrepresented employees. One percent (1%) of base salary is allotted for the program. Payments are based on performance and are paid annually in February.

As of January 2016, the Performance Award Program will be eliminated.

The 2015 Performance Award earned shall be paid in February 2016.

### **16.2 Deferred Compensation**

Employees may participate in a 457(k) deferred compensation plan and a 401(a).

The City match will be provided on a dollar-for-dollar basis, up to the maximum of four percent (4.0%).

The City contribution will be made directly to the deferred compensation provider selected by the employee.

Effective January 1, 2016, upon elimination of Section 16.1 Performance Award, the City will contribute an additional one percent (1%) of employee's base pay directly to the deferred compensation provider selected by the employee. The employee is not required to match this 1%. Employees are required to match anything above the first one percent (1%).

### **16.3 Acting Pay**

All out-of-rate (OOR) assignment requests shall be submitted in writing to the Human Resources Division for approval, with a detailed listing of higher level or full scope duties to be performed. No out-of-rate assignment shall exceed one (1) year in duration.

#### **Higher Level Duties (5%)**

An employee who is temporarily assigned by the Department Head to perform higher level duties at least 30% of the work-time, shall receive five percent (5%) above the employee's base pay, for all work performed in that capacity effective the date of the assignment. If the work is sporadic in nature, the 5% out-of-rate pay shall be granted only for the time performing the high level duties. An employee assigned to do higher level duties shall not be required to meet the Minimum Qualifications (MQ's) as stated in a class specification for any specific job, as the duties may or may not be from one particular job, they must simply be of a higher level than that in which the employee is currently classified.

Time spent working in a higher level (5%) out-of-rate capacity shall not be counted as fulfilling any future probationary period.

**Full Scope of Vacant Position (10%)**

An employee who is temporarily assigned by the Department head to act in the capacity of his/her direct supervisor's vacant\* position shall receive ten percent (10%) above the employee's base pay for all work performed in that capacity effective starting one (1) month after the assignment. The employee must meet the minimum qualifications of the position at time of assignment and must be performing the full scope of duties.

An employee working a full scope out-of-rate (10%) assignment for a period of 12 months and subsequently reclassified or promoted into the position shall not be required to complete a probationary period for the position.

\*A vacant position may include situations where the supervisor has left employment or retired, is out on an extended leave (and may/may not return) or has been reassigned temporarily to another position.

**Approved**           **SIGNATURE ON FILE**            
Laura C. Kuhn, City Manager

**Approved**           **SIGNATURE ON FILE**            
Dawn M. Leonardini, Director of Administrative Services

(Council Approved September 22, 2015)

**APPENDIX A**

**MONTHLY SALARY SCHEDULE**

Effective: October 1, 2015

<b>CLASSIFICATION</b>	<b>RANGE</b>	
ACCOUNTING MANAGER*	8,659.24	10,525.36
ADMINISTRATIVE ASSISTANT (C)*	4,688.03	5,700.61
ASSISTANT CITY ATTORNEY *	11,887.83	14,448.68
ASSISTANT TO THE CITY MANAGER *	8,787.88	10,681.72
DEPUTY CITY CLERK (C)	5,157.40	6,268.88
HUMAN RESOURCES ANALYST I *	5,523.75	6,714.79
HUMAN RESOURCES ANALYST II *	6,508.90	7,911.62
HUMAN RESOURCES MANAGER *	9,919.88	12,057.74
HUMAN RESOURCES TECHNICIAN I	4,097.03	4,979.96
HUMAN RESOURCES TECHNICIAN II	4,552.25	5,534.40
LEGAL SECRETARY	4,688.03	5,700.61
PUBLIC INFORMATION OFFICER *	7,027.41	8,540.29
RISK MANAGER *	9,919.88	12,057.74
SECRETARY TO THE CITY MANAGER/CITY CLERK*	7,250.08	8,811.74
SR. HUMAN RESOURCES ANALYST	8,242.61	10,018.93

\*FLSA Exempt Status; eligible for Administrative Leave.

**APPENDIX B**

**MILEAGE ALLOWANCE**

The amount received for mileage/expense allowance will be in accordance with the City Monthly Mileage/Expense Policy chart. Adjustments in allowances will be approved by the City Manager and consistently applied to affected categories. Mileage Allowance is subject to approval of the Department Head. The Mileage Allowance is \$400 per month. Employees who do not meet the requirements for the Monthly Mileage Allowance but were grandfathered (at either \$140 per month or \$175 per month) shall continue to receive the reimbursement through their employment with the City. When their position is vacated, the new incumbent will not receive this benefit.

Other travel or mileage reimbursement shall be in accordance with City Administrative Policy.

**Grandfathered Employees**

Shana Faber	\$175 per month
Celeste Garrett	\$140 per month
Melinda Stewart	\$175 per month