



PAY & BENEFITS PLAN FOR  
MID-MANAGEMENT EMPLOYEES  
OF THE CITY OF HERCULES

**Effective July 1, 2017  
Per Resolution No.**

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## **ARTICLE I. TERMS**

### **SECTION 1 - DEFINITION OF TERMS**

- 1.1 The following terms, whenever used in the Plan, shall have the meaning set forth in this Section:
- A. CITY: Shall mean the City of Hercules
  - B. CITY MANAGER: Shall mean the City Manager or his/her designee.
  - C. DAYS: Shall mean calendar days except where working days are expressly specified.
  - D. EMPLOYEE: Shall mean the City Manager, individual appointed to Mid-Management employee level positions by the City Manager.
  - E. FISCAL YEAR: Shall mean the 12 month period from July 1 through June 30.
  - F. PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA): Shall mean the California Public Employees' Pension Reform Act of 2013, including AB 340 (Furutani, Chapter 296, Statutes of 2012) and AB 197 (Buchanan, Chapter 297, Statutes of 2012) and all subsequent amendments.
  - G. PERS: Shall mean the California Public Employees' Retirement System.
  - H. PUBLIC AGENCY EXPERIENCE: shall mean full-time service in an agency that participates in a public retirement plan.
  - I. RETIREE: Shall mean a former employee of the City who has been granted and is receiving a regular service or disability retirement from PERS.
  - J. SERIOUS INJURY OR ILLNESS: Shall mean, for the purposes of benefits provided by Article V, Section 1.04 herein, an injury or illness certified by the City to require a recuperation period of 30 days or more.
  - K. WORK PERIOD: Shall mean seven consecutive, regular recurring 24 hour periods equal to 168 hours, designated by the City Manager.
  - L. YEAR: Shall mean fiscal year, except where calendar year is expressly specified.

## ARTICLE II. COMPENSATION

### SECTION 1 - PAY PLAN

- 1.1 Effective July 1, 2017, the pay plan for Employees is set forth as follows:

TITLE	MONTHLY SALARY*
Recreation Manager	<del>\$5,748</del> -\$7,336
Senior Accountant	<del>\$6,337</del> -\$8,088
Public Works Superintendent	<del>\$7,703</del> -\$9,831

Note: Mid-Manager employees are positions in the Unclassified Service.

\*Rates based on 1976 annual hours worked

Mid-Management employees shall be thirty-six (36) hours per week, worked in units of nine (9-1/2) hours per day in four (4) consecutive days in a seven (7) day workweek which runs Saturday at midnight through the following Saturday at 11:59 p.m. This supersedes the previous practice of a 40-hour week that is described below:

When practical or feasible an employee will be given no less than thirty (30) days written notice in advance of a change in their assigned regular work week or shift schedule. The assignment of work weeks and shifts will be based on seniority provided the employee in the department has the minimum qualifications to perform the work.

- 1.2 Lunch and Break Periods - The time allowed for an unpaid lunch break shall be a minimum of thirty minutes and no more than one hour throughout the course of the workday.

Full-time employees who are scheduled to work eight or more hours in a day shall be permitted one fifteen minute paid rest period at approximately the middle of the morning, and another fifteen minute paid rest period at approximately the middle of the afternoon. Rest periods shall not be taken at the end of a workday to permit an employee to leave early, nor may rest periods be used at the beginning of a workday to allow an employee to report for work after their regular assigned starting time.

This Pay Plan supersedes all applicable State law and regulations governing meal periods and rest periods.

### SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of the evaluation of a Mid-Management Employee's performance, an employee shall be eligible for a pay rate advancement added to his/her base pay of an amount between zero and 10 percent, not to exceed the top of the salary range, effective at the beginning of the pay period following an employee's anniversary date.

### **SECTION 3 - OTHER PAY ADJUSTMENTS**

- 3.1 Employees shall receive a Cost of Living Adjustment (COLA) consistent with the highest COLA received by any bargaining unit in the City during the term of this Pay Plan.

The salaries in Section 1 include a 3.5% Cost of Living Adjustment (COLA) effective July 1, 2017 calculated as normal pay

- 3.2 Retention Payment – In recognition of the financial sacrifices made by Employees who have stayed with the City and participated in the wage concessions that enabled the City to successfully navigate times of extreme economic distress, the City will pay a one-time non-PERSable retention payment of 5.0% of the annual salary. Employees can direct retention payment to Deferred Compensation Plan if desired.
- 3.3 Emergency Premium Pay – In an emergency preparedness situation, as designated by the City Manager or designee, all non-exempt employees required to work in excess of their regular assigned shift shall receive regular overtime pay. All exempt employees required to work in excess of their regular assigned shift shall receive premium pay at the rate of two (2) times the employee's regular base rate of pay for all hours worked in excess of assigned shift.

### **SECTION 4 - INCENTIVE PAY**

- 4.01 At the discretion of the Department Director and approval by the City Manager employees may be awarded at any time during the fiscal year incentive pay not to exceed 5% for extraordinary job performance.

### **SECTION 5 - UNIFORMS AND SAFETY EQUIPMENT**

- 5.1 When the City requires employees to wear a uniform including shirts, pants, vest, hats or other apparel the City will provide the uniform. The City will provide laundering of the uniform through a uniform service company at no cost to the employee.

Non-sworn police employees shall continue to receive a \$500.00 uniform purchase allowance consistent with Resolution 00-01. Payments shall be made twice a year in July and January.

- 5.2 The City will furnish all safety equipment that is required to perform the task or job at no cost to the employee.

- 5.3 The City will provide a reimbursement of up to \$200.00 per fiscal year for one pair of safety shoes for the following classifications: Building and Code Enforcement Inspectors and Public Works division employee classifications.

Additional classifications may be approved for reimbursement by the department director as deemed necessary.

## **SECTION 6 - WORKING IN A HIGHER CLASSIFICATION**

- 6.1 Eligible employees who are authorized in writing by the department head to work in a higher classification and salary range than their own and who are required to temporarily perform substantial duties and assume the responsibilities of the position will receive out of class pay. To be eligible for out of class pay, employees assigned to work in a higher classification must meet the minimum qualifications of the assigned position. Employees will be eligible for work in a higher classification on the first workday in a higher classification.
- 6.2 Compensation for work in a higher class shall be at either five percent (5%) above said employees' existing salary rate or the hourly rate equal to the minimum rate as provided in the salary range for the designated position, whichever is higher. Any out of class work for which premium compensation is provided requires advance written approval by the City Manager or designee.
- 6.3 Additional Duties pay of 5% for when an employee assumes limited duties of a higher classification as approved by the City Manager.

## **SECTION 7 - EDUCATION REIMBURSEMENT**

- 7.01 Employees shall be eligible to receive up to \$4,000 per fiscal year reimbursement of expenditures by the Employee on tuition, books, travel and any other costs associated with their successful completion of any professional or educational program approved by the City Manager. This benefit shall be funded at the rate of \$30,000 per year and is available to Employees on a first come, first served basis. Once the total annual benefit amount of \$30,000 is reached, the benefit is no longer available to any Employee until the next fiscal year.

## **SECTION 8 - LONGEVITY PAY**

- 8.1 Employees are eligible to receive Longevity Pay based on number of years of service. In addition to an employee's base salary, exclusive of all premium and other pays, each employee shall receive a Longevity Pay added to the employee's base salary after the completion of:
- 8.2 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility. The computation of Longevity Pay increases shall not be cumulative.

## **SECTION 9 - CONVERSION OF ACCRUED LEAVE UPON SEPARATION**

9.01 Upon retirement or separation from City employment, Employees shall receive cash out equivalent for any eligible unused leave balances. Separating Employees shall have the option of receiving cash out or depositing the unused leave balance into their 457 Deferred Compensation Plan, subject to Federal law plan limits.

## **SECTION 10 - COMPENSATORY TIME OFF**

10.01 Compensatory Time Off (CTO) is normally not accrued for exempt employees, however should CTO be on the employer's books for reasons such as change in position or a carryover from other terms and conditions with the employer, after April 1, 2016, it will qualify as eligible for conversion to either the Employee's 401A or 457 Plan. Any such conversion must occur within 30 days of appointment.

## **SECTION 11 - EDUCATIONAL INCENTIVE PAY**

11.01 Upon approval of the City Manager, education incentive pay shall be paid in addition to regular pay when education is in addition to the minimum requirements of the job specifications in a related field. Proof of higher education must be from an accredited United States education institute and presented to the Human Resources Department for verification of degrees:

Associates Degree:	\$50 per month
Bachelors Degree:	\$100 per month
Masters Degree	\$150 per month

Education pay shall be paid in 24 bi-weekly installments and shall be in addition to any other pay received under this Agreement.

## **SECTION 12 - COMPUTER LOAN PROGRAM**

- 12.1 to be eligible Employees must have completed their initial one year probation period with the City and must maintain a balance of up to 40 hours of vacation and/or compensatory time until the loan is paid in full. The hours employee must maintain will vary depending on the amount borrowed.
- 12.2 Each employee is eligible to participate in the City of Hercules Loan Program for Employee Purchase of a Personal Computer, tablet, software or hardware. Maximum loan amount is \$2,500 and may not be more than one loan outstanding at any time. No interest will be charged by the City on loans under this program.

## SECTION 13 - DEFERRED COMPENSATION

- 13.01 457 Deferred Compensation Plan: All Employees may make voluntary contributions to the ICMA 457 Deferred Compensation Plan through payroll deduction subject to the limits, policies and conditions established by the ICMA and Federal Tax Laws.
- 13.02 401A Deferred Compensation Plan: All Mid Management Employees shall receive an employer contribution equivalent to 2.5% of their annual salary on a one-to-one match deposited into the City sponsored 401A Deferred Compensation Plan, consistent with the limits, policies, and conditions established by the ICMA and Federal Tax Laws.

## ARTICLE III. RETIREMENT BENEFITS

### SECTION 1 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

#### (PERS) PLAN

- 1.1 All sworn personnel members hired on or prior to December 11, 2011 shall receive PERS retirement benefits computed at the highest formula, to include final year benefit formula, received by any public safety bargaining unit within the City. Those sworn personnel hired after December 11, 2011 and prior to January 1, 2014 shall receive the PERS benefit formula of 3%@55.
- 1.2 The City agrees to provide all Employees with retirement benefits under the terms of its current Retirement Plan with CalPERS.
- 1.3 ~~All sworn personnel members hired on or prior to December 11, 2011 shall receive PERS retirement benefits computed at the highest formula, to include final year benefit formula, received by any public safety bargaining unit within the City. Those sworn personnel hired after December 11, 2011 and prior to January 1, 2014 shall receive the PERS benefit formula of 3%@55.~~
- 1.03 Unrepresented non-public safety employees hired prior to January 1, 2013 will pay the 7% employee percentage of PERS contributions. The current total employee percentage is 7%. Unrepresented public safety employees hired prior to January 1, 2013 will pay the 9% employee percentage of PERS contributions. The current total employee percentage is 9%.
- 1.4 Non-public safety Employees hired prior to January 1, 2014 will pay the 7% employee percentage of PERS contributions. The current total employee percentage is 7%. Public safety Employees hired prior to January 1, 2014 will pay the 9% employee percentage of PERS contributions. The current total employee percentage is 9%.



- 1.5 The City Employer Paid Member Contribution (EPMC) for the purpose of reportable compensation will be changed from 2.5% to 0%.
- 1.6 The PERS benefit formula and percentages paid by any Employee will change for all newly hired Employees on or after January 1, 2014 who are not already in a PERS recognized retirement system, in accordance with AB 340, signed into law on September 12, 2012.
- 1.7 Sworn personnel hired on or after January 1, 2014 shall receive the PERS benefit formula of 2.7%@57, shall contribute 50% of the total annual normal cost of their pension benefit to the pension plan as determined by the City's actuary and shall have their final compensation based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period. The employee contribution rate for new sworn members is 11.50%.
- 1.8 Non-public safety personnel hired on or after January 1, 2014 shall receive the PERS benefit formula of 2%@62, shall contribute 50% of the total annual normal cost of their pension benefit to the pension plan as determined by the City's actuary and shall have their final compensation based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period. The employee contribution rate for new non-sworn members is 6.25%.

#### **ARTICLE IV. INSURANCE BENEFITS**

##### **SECTION 1 - INSURANCE**

- 1.1 Employees shall receive medical coverage at the Kaiser annual rate and similar vision coverage's received by any bargaining unit in the City.
- 1.2 If an Employee elects no health coverage, and can demonstrate to the City, on an annual basis or any other time upon request, that the Employee has alternative health care coverage, the Employee shall be entitled to any one of the following options:
  1. The City will pay 50% of the eligible contribution into the Employee's 457 Plan account; or
  2. The City will pay to the Employee directly 50% of the eligible contribution in their paycheck effective the first day of the following month, provided all paperwork has been received by Human Resources; or
  3. At the Employee's option, the City will pay a portion of the eligible contribution to increase the Employee's supplemental life insurance coverage and the Employee will receive the remainder of the eligible contribution under either option one or two above.

If an Employee's alternative health coverage is lost due to unforeseen circumstances, the Employee will upon request be covered by the City's health plan, subject to carrier approval.

- 1.3 Dental Insurance – The City will pay for the entire cost of all dental (up to \$1,500 per fiscal year effective July 1, 2009) and vision insurance premiums for mid-management

employees and their dependents.

- 1.4 Life Insurance and AD&D - The City agrees to provide employees \$40,000 term life insurance and accidental death and dismemberment insurance at no cost to the Employee. Additional coverage on the same policy may be purchased by individual Employees through approved payroll deduction.
- 1.5 Short Term and Long Term Disability Insurance - Employees shall receive long-term disability insurance consistent with the highest level of similar coverage received by any bargaining unit in the City, at no cost to the Employee.
- 1.6 Employee Assistance Plan - The City agrees to continue an Employee Assistance Counseling Program for all Employees. Individuals eligible for coverage include Employees and their household members. The term household members encompasses anyone living in the Employee's household and can include, as examples, spouse, domestic partners, grandparents, sister or grandchildren, and eligible dependents.

## **ARTICLE V. SICK LEAVE BENEFITS**

### **SECTION 1 - SICK LEAVE ACCRUAL PLAN**

- 1.1 The City shall provide paid sick leave benefits to all Employees which accrues at the rate of eight (8) hours per month. The maximum sick leave accrual for Employees is 2080 hours. If an Employee has 2080 hours (one year) of accrued unused sick leave, the Employee shall cease earning sick leave until such time as their unused balance falls below 2080 hours.
- 1.2 Sick leave is to be used primarily for illness, injury or medical appointments for the employee or an immediate family member which requires an employee to be absent from work. The immediate family of an employee is defined as: parents, step-parents, parents-in-law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian.
- 1.3 After three consecutive sick days the City may require an employee to submit a doctor's statement and/or other reasonable verification for the sick leave request.
- 1.4 Employees are not subject to sick leave accrual deduction for absences of less than one (1) day for sickness or personal medical appointments. This section does not preclude the City Manager from requiring Employees to report absences due to sickness of less than one (1) day.

## **ARTICLE VI. HOLIDAYS, VACATION AND OTHER LEAVE BENEFITS**

### **SECTION 1 – HOLIDAYS**

- 1.1 Employees shall receive 13 designated holidays per year to be observed during each Fiscal Year (July 1-June 30). Employees normally scheduled to work on those days will

be given nine and a half (9.5) hours off with pay provided they are eligible as set forth below. Floating Holidays may not be carried forward from one fiscal year to the next and are not compensable at the time of separation from City service.

The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve
13. Two Floating Holidays

Employees on approved vacation or sick leave shall not be charged vacation or sick leave for the Holiday.

- 1.2 Additional Christmas Holidays - For the term of this Pay Plan and consistent with past practice, the majority of the City's offices will continue to be closed during the Christmas week. In lieu of holiday pay, employees who were otherwise eligible for holiday pay described below can select to use any unused, accrued vacation, sick or compensatory time available in order to receive pay for these days. Alternatively, employees can choose to take unpaid leave during these three.
- 1.3 Pay for Working on a Designated Holiday – An employee who is required by the City to work on a day that is a designated holiday in Section 11.1 is observed shall be paid eight hours of Holiday pay and shall be paid for the hours actually worked on the Holiday at the rate of time and one-half (1½). In lieu of pay for the time worked on the designated Holiday, the employee may add the time worked on the Holiday to their Compensatory Time Off accrual at the rate of time and one-half (1½) times hours actually worked.

## **SECTION 2 - VACATION**

- 2.1 Except as otherwise provided in this Section, employees shall accrue vacation as follows:

<b>YEARS OF SERVICE COMPLETED</b>	<b>ANNUAL ACCRUAL RATE</b>
1 through 4	96 hours
6 through 9	120 hours
10 through 15	144 hours
16 through 19	160 hours
Beginning at 20 years	176 hours

- 2.2 Employees who reach 280 hours of accrued unused vacation shall cease earning any vacation until their vacation accrual falls below 280 hours.
- 2.3 Consistent with City policy employees may sell back up to 24 hours of their accrued vacation annually, one time during the fiscal year.

### **SECTION 3 - WORKERS COMPENSATION**

- 3.01 When an employee is on a leave of absence due to a worker's compensation claim all medical insurance will continue to be in force at no cost to the employee as long as the employee is on a City paid leave of absence.

### **SECTION 4 - BEREAVEMENT LEAVE**

- 4.1 Each employee shall receive 24 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's parent, step-parent, parents-in-law, grandparent, child, step-child, grandchild, spouse, domestic partner, legal dependent, sister or brother, brother/sister-in-law, legal guardian or with approval by Human Resources, a substitute family member for a person defined above.
- 4.2 In addition to the 24 hours of bereavement leave, Employees may use accrued unused vacation or sick leave to extend their bereavement leave up to a total of forty hours.
- 4.3 At the discretion of the City Manager, or designee, additional time may be taken by the Employee using their accrued leave. City paid bereavement leave shall be limited to a maximum of 24 hours per incident. In special cases, the City Manager or designee may approve additional bereavement leave or a leave of absence for bereavement in other circumstances.

### **SECTION 5 - ADDITIONAL LEAVES**

- 5.01 Authorized Leaves of Absence without Pay

Requesting Leave – Upon request, the City Manager may grant an Employee an unpaid leave of absence not to exceed three (3) months. Such leave shall be discretionary and based upon the needs of the City. Whenever possible, such request shall be submitted at least six (6) weeks in advance. Approval of the request may be with specific terms and conditions negotiated by the City Manager and the Employee.

Extension of Leaves – During the period of the Leave of Absence, a Employee may request that the leave be extended by submitting such a request in writing to the City Manager stating the reason for the extension. Such a request may be approved or disapproved by the City Manager as described in the above section. Under normal circumstances, no Leaves of Absence exceeding one (1) year will be granted.

- 5.4 Administrative Leave – Each Mid-Management employee shall receive 80 hours of Administrative leave annually. Forty hours will be given on July 1 and forty hours on January 1<sup>st</sup> of each year. Should an employee terminate or be terminated from employment with the City a prorated formula at six and two thirds hours per month will be taken for each month the employee did not earn the administrative leave.

Mid-Managers are required to attend and participate in the regular and special meetings of the City Council, the various City Council appointed Sub-Committees, Commissions, Committees and Boards and work in excess of 40 hours per week.

If the leave is not used by June 30 of each year, the unused balance will not carry forward. Administrative Leave must be taken as time off and is not compensable upon termination.

New mid-management employees will earn Administrative Leave on a prorated basis during their probationary period at six and two thirds hours per month.

- 5.5 Pregnancy Disability Leave - An Employee disabled due to pregnancy may be entitled to a leave of absence for the period of disability up to three months. Employees on Pregnancy Disability Leave may utilize accrued unused sick leave and vacation during the leave period.
- 5.6 Family and Medical Leave Act of 1993 – The parties acknowledge the applicability of the Family and Medical Leave Act and the California Family Rights Act and intend to apply and implement this Agreement so as to comply with both State and Federal Law.
- 5.7 Voting Leave – Consistent with the provisions of California law, Employees shall be granted sufficient time to vote during municipal, primary and general elections.
- 5.8 Military Leave – The City shall comply with all State and Federal requirements regarding military duty leave.
- 5.9 Sabbatical Leave is provided as a major means by which Exempt Employees may promote their professional competence and so improve the performance of the organization through continued learning through study, research, writing, and travel.

Employees shall receive eighty (80) hours of Sabbatical Leave at the completion of seven years of service, which shall be on the eighth anniversary of their appointment as an Employee. Employees shall also receive eighty (80) hours of Sabbatical Leave upon the completion of fourteen years of service, which shall be on the fifteenth anniversary of their appointment as a Employee.

Employees may request and take Sabbatical Leave at any time after Sabbatical Leave Time has accrued, subject to prior approval by the City Manager. Sabbatical Leaves must be taken within one year of accrual of Sabbatical Leave Time. Sabbatical Leaves must be taken as a single period of ten consecutive business days or two periods of five consecutive business days each.

5.10 Supplemental Leave – The City Manager may award up to 40 hours of Supplemental Leave to any Employee each year, based on extended hours of work, job performance or other circumstances. Supplemental leave must be used within one calendar year of the date awarded or it is lost.

5.11 Jury Leave – The City provides jury duty leave with pay for all Employees who are called upon to serve for court jury duty according to the following provisions:

An Employee called for jury duty shall immediately provide the City Manager with a copy of the jury summons. If the Employee is dismissed by the Court and three (3) hours or more remain in the workday, they are expected to report to work.

Employees' compensation for jury duty shall be limited to three months (63 work days). Employees whose jury service is in excess of three months (63 work days) may make a request to the City Manager or designee for continued payment. An Employee serving jury duty in excess of the above limit may use accrued unused vacation or other approved leave to continue pay.

## **ARTICLE VII. SEPARATION**

### **SECTION 1 - SEPARATION FROM CITY SERVICES**

1.1 Separation Notice Payment – Employees who have more than three years of service and voluntarily separate from employment with the City and provide at least thirty (30) calendar days' notice of separation shall receive a Separation Notice Payment. The Separation Notice Payment will be a sum equaling the most recent two weeks' regular compensation received by the Employee, including longevity pay and all other monetary incentive compensation received immediately prior to the date of notice. Employees who separate as a result of medical or other retirement shall not be eligible to receive this benefit.

Exempt Employees who have more than three years of service and are involuntarily separated from their employment with the City shall receive twelve weeks separation pay. Such separation pay shall include longevity pay and all other monetary incentive compensation the Employee received while employed by the City.

Non-Exempt Employees who have more than three years of service and are involuntarily separated from their employment with the City shall receive six weeks separation pay. Such separation pay shall include longevity pay and all other monetary incentive compensation the Employee received while employed by the City.

1.2 Confidentiality – In the event of termination of employment, the Parties agree that neither the City nor Employee shall, for a period of six months, make any statement, orally, in writing or otherwise, regarding the reasons for or circumstances of termination, to any person or organization other than:

- a) In the case of the City: its legal counsel and/or City Council
- b) In the case of the Employee: to legal counsel and/or immediate family.

This provision shall expressly include communication to prospective future employers, unless otherwise required by law.

## **SECTION 2 - SAVINGS CLAUSE**

- 2.01 The provisions of the Resolution are declared to be severable and if any article, section, subsection, sentence, clause or phrase contained herein shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses or phrases of this Resolution, but they shall remain in full force and effect. It is the intent of the City this Resolution stand notwithstanding the invalidity of any part hereof.

## **SECTION 3 - IMPLEMENTATION AND DURATION**

- 3.01 Except as otherwise provided herein, this Resolution shall be in full force and effect beginning retroactively to April 1, 2016 and shall remain in full force and effect until amended, repealed or superseded by action of the City Council through June 30, 2017.