

CITY OF SAN MARINO
AND
SAN MARINO CITY EMPLOYEES' ASSOCIATION
REPRESENTING
GENERAL EMPLOYEES

MEMORANDUM OF UNDERSTANDING

June 26, 2016 through June 22, 2019

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MEMORANDUM OF UNDERSTANDING

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. RECOGNITION . The City of San Marino (hereinafter called the "City") has recognized San Marino City Employees' Association (hereinafter called the "Association") as the majority representative of employees in the classifications designated in Attachment "A" to this Memorandum of Understanding (affected employees).

Section 01.02. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representative of all employees in these classifications for the purpose of meeting its obligations under this Contract, the Meyers-Milias-Brown Act, Government Code 3500 et seq., when the City rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 01.03. FILING OF PETITIONS. This written Contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of the contract; except that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said contract.

ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, disability, Association membership, or medical condition as defined by State and Federal law.

The City and the Association shall reopen any provision of this Contract for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Contract in compliance with State or Federal anti-discrimination laws.

Section 02.03. SAFETY. The City shall fairly apply all laws regarding work

related injuries. The City and Association shall utilize the City's safety committee to address employee safety concerns. The City and Association are mutually committed to maintaining a safe workplace and providing adequate training.

ARTICLE 03
CITY RIGHTS

Section 03.01. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive exercise of rights of Management, as they are not abridged by this Contract or by law, shall include but not be limited to the following rights:

- (A) To manage the City generally and to determine the issues of policy;
- (B) To determine the existence or nonexistence of facts which are the basis of the Management decision;
- (C) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
- (D) To determine the nature, manner, means and technology and extent of services to be provided to the public;
- (E) To establish methods of financing;
- (F) To establish types of equipment or technology to be used;
- (G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- (H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;
- (I) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- (J) To relieve employees from duties for lack of work or similar nondisciplinary reasons;

- (K) To establish and modify productivity and performance programs and standards for City operations;
- (L) To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- (M) To determine job classifications and to reclassify employees;
- (N) To hire, transfer, promote, and demote employees for nondisciplinary reasons, in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- (O) To determine policies, procedures, and standards;
- (P) To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;
- (Q) To maintain order and efficiency in its facilities and operations;
- (R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Contract;
- (S) To take any and all necessary action to carry out the mission of the City in emergencies;
- (T) To determine the mission of its constituent departments, boards and commissions;
- (U) To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02. IMPACT OF CITY RIGHTS . Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 04
ORGANIZATION RIGHTS

Section 04.01. DUES DEDUCTIONS. The City shall continue its present policy of payroll deductions on a twice a month basis of Association dues and assessments, and insurance payments, in the amount certified to be current by the Treasurer of the Association as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within five (5) calendar days after each pay period.

Section 04.02. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

Section 04.03. DEFINITIONS. For the purposes of this Contract, the following definitions shall be used:

- A. Reasonable number of stewards should be interpreted to mean one steward for each department.
- B. Reasonable amount of time to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. "Promptly and expeditiously" obviously relate to the amount of time spent. The word "process" in this context means only to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the grievant at the first formal level of grievance resolution.
- C. Grievance for the purpose of this Contract, a grievance is defined as:
 - (1) A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and
 - (2) A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then

existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

D. Cognizant supervisor means the most immediate supervisor present at the work location.

Section 04.04. STEWARDS' RIGHTS. The Association may select a reasonable number of stewards for the unit. The Association shall give to the City a written list of employees who have been selected as stewards. This list shall be kept current by the Association.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed of an available time.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Employee will promptly be given permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available at that time, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

Section 04.05. REPORTING FORM. The Association does not object to the use of a form for the purpose of recording the amount of time spent on grievances by stewards. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted, and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of time" is, and might point to the "personnel problem areas."

Section 04.06. STEWARD'S PERMISSION TO LEAVE WORK LOCATION. As indicated above, both permission and denial of a request to leave a work location by a steward shall be recorded with the date and time and signed by supervisor on the

appropriate form. Notations as to the reasons for a possible denial of the request and a time when the request to leave the work location is expected to be made available should also be recorded on this form.

Section 04.07. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY. The City might reasonably expect that the Association would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 04.08. ALLOWED TIME FOR STEWARDS. City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager and approved by the immediate supervisor.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

Section 05.01. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Contract they will not cause or condone any strike, walkout, slowdown, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute just cause for discharge pursuant to Article 03. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

Section 05.02. CITY PROHIBITED CONDUCT. The City agrees that it shall not lockout its employees during the term of this Contract. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Contract or applicable ordinance or law.

Section 05.03. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 05.01 herein, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding, and request that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If the Association acts in good faith to meet its responsibilities as set forth above, the Association, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in any employees who are covered by this Contract.

Section 05.04. CITY RIGHT TO SUE. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Association, its officers, agents, representative or members.

ARTICLE 06
PROBATION

Section 06.01. PROBATION PERIOD. An employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all general non-management employees, except Dispatcher/Clerks, the initial probationary period shall be six (6) months. Dispatcher/Clerks shall be subject to an initial probationary period of eighteen (18) months. An employee who has been promoted to a higher classification shall be on probation for six (6) months. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the Department Head, the probationary period may be shortened or extended for no more than an additional six (6) months.

Section 06.02. PERMANENT STATUS. The employee shall attain permanent status in the class upon successful completion of the probationary period.

Section 06.03. APPEAL. Any probationary employee shall be entitled to appeal termination or demotion pursuant to Government Code Section 3500et seq.

ARTICLE 07
GRIEVANCES

Section 07.01. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure as defined in Section 04.03 (c) establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

Section 07.02. GRIEVANCE. A grievance shall be defined as:

- (1) A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and
- (2) A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

Section 07.03. GUIDELINES.

- (1) The grievant is entitled to representation of his/her choice.
- (2) Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.
- (3) The grieving employee and/or his/her representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.
- (4) There shall be an earnest effort on the part of both parties to settle the grievance promptly through the earliest of the steps listed below:

Step 1. An employee's grievance must be submitted to the employee's first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. In cases where an immediate supervisor was not available for some unforeseen circumstance, an additional 7 calendar days is allowed. The supervisor or management representative shall give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Contract alleged to have been violated, signed and dated by the employee, and presented to the Department Head within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Department Head will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Department Head. The Department Head may invite other members of management to be present at such meeting. The Department Head shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

Step 3. If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing and submit it to the City Manager

within ten (10) calendar days after the termination of Step 2. The City Manager shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) days from the date of such meeting.

Section 07.04. TIME LIMITS. The limits set forth above may be extended by mutual written consent between the parties, but neither party shall be required to so agree.

Section 07.05. NO CHANGES. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

Section 07.06. ADVISORY ARBITRATION. Grievances which are not settled pursuant to the grievance procedure above and which employee desires to contest further, shall be submitted to arbitration as provided below:

(A) As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

(B) Either the City or the employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.

(C) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Contract. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

(D) The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

(E) The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association.

(F) The cost of the arbitration shall be shared equally between the City and the Association.

ARTICLE 08
WAGE AND SALARY POLICY

Section 08.01. BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all employees subject to this Contract who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachment A.

Section 08.02 SALARY AND WAGE SCHEDULES. Salaries effective for employees covered by this contract are listed in Attachment B and represents increases over the three year agreement period

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay in each range.

The respective ranges shall be identified by steps, by the letters "A" to "E" inclusive.

Section 08.03. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Attachment "B" hereof are monthly compensation rates.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be forty (40) hours per week. The City and Association agree that work schedules will be set on a department basis and may change during the term of this Contract as agreed to by employees, management and the City Council.

The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

Section 08.04. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D", or "E", depending upon the employee's qualifications.

Section 08.05. SERVICE. The word "service," as used in this Memorandum of Understanding, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the

accumulated length of service time of such employees for the purpose of this Contract. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one(1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Department Head and approved by the City Manager.

Section 08.06. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

(A) Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of initial probation.

(B) Merit Advancement. An employee shall be considered for advancement from one Step to the next highest Step upon completion of the minimum length of service as required. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the employee's anniversary date. Advancement to any step may be granted if an employee demonstrates ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

(1) The Department Head shall file with the City Manager a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefor.

(2) If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Officer to effect a change in payroll status.

(C) Special Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the Department Head may recommend to the City Manager that said employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Department Head's recommendation, approve or deny such advancement.

(D) Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subsection (B) herein.

Section 08.07. REDUCTION IN SALARY STEPS. Any employee who is being paid on a salary step higher than Step "A" may have his/her salary reduced by one or more steps upon the recommendation of the Department Head with the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 08.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (C) of Section 08.06. An employee's salary cannot be reduced until his or her due process appeal rights to the City Manager have been exhausted, with exception to terminations.

Section 08.08. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

Section 08.09. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification range.

Section 08.10. DISPATCHER ACTING DUTY PAY. An employee directed to work as a dispatcher for four or more hours shall be paid for the time worked as a dispatcher at his/her current step on the dispatcher salary range. Overtime shall be paid after 40 hours in a work period.

Section 08.11. SEWER PAY. An employee directed by his or her department manager to work in a sewer shall receive an additional three (3) hours of pay at the rate of time and one-half.

Section 08.12. PERFORMANCE PAY. Affected employees shall be eligible to receive performance pay in recognition of continued exceptional performance or a singular exceptional achievement. Whether a bonus is to be given, and the timing and amount thereof, shall be in an atmosphere of fairness and mutual understanding subject to the discretion of the Department Head, with approval of the City Manager. No bonus shall exceed seven percent (7%) of the employee's fiscal year salary. Award of performance pay shall be accompanied by a written performance evaluation.

ARTICLE 09
OTHER WAGE AND HOURLY BENEFITS

Section 09.01. OVERTIME WORKED. Overtime is defined as time assigned and worked beyond forty (40) hours in a seven-day work period, running from Sunday to Saturday unless otherwise adjusted by a respective Department.. Overtime shall not include: (1) overtime not authorized by a supervisor; (2) overtime of ten (10) minutes or less or voluntary early reporting.

In determining an employee's eligibility for overtime compensation under this Section, paid leave of absences and unpaid leave of absences shall be deducted from the total hours worked. Paid leaves which shall be deducted from "hours worked" include but may not be limited to:

- Vacation
- Sick leave
- Compensatory leave
- Administrative leave
- Workers' Compensation leave
- Jury duty
- Bereavement leave
- Military leave
- Holiday leave

All employees affected by this contract who are required to work forty (40) hours or less in a seven-day work period shall receive overtime compensation at the regular rate. If compensatory time off is accumulated instead of pay, it shall be accumulated on an hour for hour basis.

Employees required to work in excess of forty (40) hours in a seven-day work period shall receive overtime compensation at time and one-half. If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

An exception is made for vacation scheduled in advance for three (3) or more consecutive days. This shall count as hours worked in the case of an emergency call in within the work period.

Dispatcher/Clerks in the Police Department shall receive a minimum of two (2) hours compensation at time and one-half for court-time, if court duty falls on a day not specified as an off-duty day regularly scheduled in advance; provided, however, no additional compensation shall be paid for court-time during regular work hours.

Section 09.01.A. OVERTIME (COMPENSATORY TIME). For Dispatcher/Clerk position, in determining eligibility for overtime compensation under this Section, sick leave and unscheduled vacation do not count as hours worked; other paid leaves are considered hours worked.

Section 09.02. COMPENSATORY TIME. Employees shall be eligible to earn compensatory time up to a maximum of one hundred (100) hours. If an employee reduces his/her compensatory time off balance below the 100 hour maximum the employee shall be permitted to accumulate compensatory time off until he/she reaches the 100 hour maximum. All other overtime hours shall be compensated by cash payment.

Use of compensatory time shall be subject to the approval of the Department Head.

Compensatory time shall be paid out annually in July of each year at the rate in which the compensatory time was accrued or earned.

Section 09.03. CALL BACK COMPENSATION. Notwithstanding the Sections in this Article, affected employees called back for work shall be paid a minimum of three (3) hours compensation at time and one-half. An affected employee shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work day and is called back to duty.

Section 09.04. CONSECUTIVE SHIFTS. Notwithstanding the above, affected employees ordered to remain at work beyond the normal work day, or receiving less than two weeks notice, to provide shift coverage, shall receive compensation at time and one-half for those hours worked in excess of the normal work day.

Section 09.05. EMERGENCY RESPONSE. Employees who are placed on-call to respond to emergency situations will be assigned the use of a pager, cellular phone, and City-owned vehicle. All City property may not be used for personal use. The method/scheduling of employees who are placed on-call shall be in accordance with each department's own policy. The employee will remain capable of returning to work while on-call and capable of performing required duties when called upon.

The City will provide all maintenance upkeep, fuels, and insurance on the vehicle. City vehicles shall not be used for personal business except for a short stop on a reasonable route between the employee's home and place of business. Employees operating the City vehicle will at all times maintain and operate the vehicle in a safe and reasonable manner and in conformance with all applicable state and local laws. No one may operate the City vehicle except a bona-fide employee of the City. Assignment of a City vehicle may be revoked or modified at any time by the City Council, City Manager or the employee's Department Head without recourse by the employee.

ARTICLE 10
EDUCATION WAGE BENEFIT AND CAREER
DEVELOPMENT PROGRAM

Section 10.01. TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior approval from their Department Head and from the City Manager shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding. Course work must be job related as determined by the Department Head with final approval by the City Manager.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards and other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

- (A) Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.
- (8) Course work taken at recognized accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- (C) Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- (D) In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.
- (E) Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution bookstore and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.
- (F) If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the City Manager's approval, no refund will be necessary.
- (G) An employee who leaves the employment of the City before completion of the semester, and therefor does not complete the course(s) while working for the City, shall refund all monies paid to him/her by the City for the course(s). No prorating will be permitted.

(H) Upon completion of each semester, the employee shall be responsible for reporting grades received to the Administrative Services Officer for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 10.02 . LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or three (3) quarters.

All reimbursements shall be approved based on the availability of funds budgeted for that purpose during any given fiscal year. Availability of funds shall be determined by the City Manager.

ARTICLE 11 TRAVEL ALLOWANCE

Section 11.01. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the Department Head for approval. Such use, if approved, will be reimbursed at a minimum at the rate established by the Internal Revenue Services or the calculated P.O.S.T. rate when applicable, making unnecessary the IRS form 1099 reporting on mileage. Use of city vehicles will be encouraged when possible. Prior approval for reimbursement of mileage is necessary when possible.

ARTICLE 12
UNIFORM ALLOWANCE

Section 12.01. FIELD EMPLOYEES. All field employees shall be provided with ten (10) sets of shirt and pant uniforms by the City, annually by May 1. The City shall also be responsible for maintaining such uniforms. A field jacket shall be provided to field employees every other fiscal year by October 15. Any other jacket purchase will be a light weight, windbreaker-type jacket. Staff uniform t-shirts and field jackets shall be maintained by the employee.

The City shall contribute \$100.00 on a separate check on July 15 each year for purchase of safety boots, the standard for which is to be set by the City Safety Committee. Boots shall be maintained in appropriate condition as determined by the department manager. Based on verifiable need as determined by the department manager, an employee may receive a reimbursement for the amount spent on boots in excess of \$100 in any fiscal year with supporting documentation, such as receipts.

Section 12.02. POLICE DISPATCHER/CLERKS. Police Dispatcher/Clerks shall receive the sum of \$500 in one lump payment for uniform maintenance payable on a separate check on July 15th each year.

Section 12.03. DRESS GUIDELINES. Each department will develop a policy regarding dress guidelines. The policy will be mutually agreed upon by employees, department supervisors and the Department Head. All policies are subject to the approval of the City Manager.

ARTICLE 13
VACATION BENEFIT

Section 13.01. INCREMENTS OF ACCRUAL AND USE.

(A) Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

(B) Vacation Accrual. Effective January 1, 1989, each permanent, full-time and probationary employee shall accrue vacation leave in accordance with the following formula:

(1) 7.4 hours for each month during the first (1st) through fifth (5th) year of employment (88.8 hours annually).

(2) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

(3) 8.7 hours for each month during the seventh (7th) year of employment

(104.4 hours annually).

(4) 9.4 hours for each month during the eighth (8th) year of employment (112.8 hours annually).

(5) 10.0 hours for each month during the ninth (9th) year through the fourteenth (14th) year of employment (120.0 hours annually).

(6) 11.7 hours for each month during the fifteenth (15th) year through the nineteenth (19th) year of employment (140 hours annually).

(7) 13.4 hours for each month beginning with the twentieth (20th) to twenty-fifth (25th) year of employment (160.8 hours annually).

(8) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee at the end of the pay period in which the employee was in the service of the City not to exceed the monthly formula as calculated in Section 13.01.B.

Accrual at the next highest incremental rate shall begin at the end of the first pay period ending after the employee's anniversary date of original employment with the City, regardless of any promotions or demotions.

(C) Maximum Vacation Accrual. An employee's available vacation hours shall not exceed the following maximum amounts at any given time:

(1) 177.6 hours in the first (1st) through fifth (5th) year of employment.

(2) 192.0 hours in the sixth (6th) year of employment.

(3) 208.8 hours in the seventh (7th) year of employment.

(4) 225.6 hours in the eighth (8th) year of employment.

(5) 240.00 hours in the ninth (9th) through fourteenth (14h) year of employment.

(6) 280 hours for the fifteenth (15th) through nineteenth (19th) year of employment.

(7) 321.6 hours for the twentieth (20th) through twenty-fifth (25th) year of employment.

(8) 360.0 hours for the twenty-sixth (26th) and subsequent years of

employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximums established herein if special circumstances, as determined by the City Manager, so warrant.

No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

Section 13.02. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the Department Head who shall consider the wishes of the employee and the needs of the City.

An employee shall not be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the Department Head with the approval of the City Manager.

Section 13.03. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.01(C) of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee .

All payments for accrued vacation leave shall be made at the time of the next regular pay period following the final date of employment with the City.

Section 13.04. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.01(B) of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.

ARTICLE 14 HOLIDAY BENEFIT

Section 14.01. HOLIDAY DATES. All employees covered by the terms of this Contract, except Dispatcher/Clerk employees in the Police Department, shall have the following legal holidays:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Dispatcher/Clerk employees in the Police Department shall have the following six (6) paid holidays per calendar year:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition, the Dispatcher/Clerk employees in the Police Department shall have five (5) days which shall be used as vacation days. These five (5) days shall be credited to the employee on the following dates:

- President's Day
- Veterans Day
- Friday after Thanksgiving

Christmas Eve
New Year's Eve

Section 14.02. HOLIDAYS WORKED. If an employee works his/her regular scheduled workday on a holiday, in addition to his/her regular pay, he/she will be paid time and one-half for all hours worked.

Section 14.03. ELIGIBILITY. In order to be eligible to receive holiday pay, an employee must have worked, or be deemed to have worked because of lawful absence, the employee's regular scheduled day before and regularly scheduled day after the holiday.

Section 14.04. Section 14.04 HOLIDAY ON VACATION DAY. Should one of the holidays listed above for employees other than dispatcher/Clerk in the Police department fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

For Dispatcher/Clerks in the Police Department, should one of the six (6) holidays listed above fall during an employee's regular day off, the employee shall receive eight (8) hours of holiday pay. For the five (5) days per calendar year which shall be used as vacation days, dispatcher/clerk employees of the Police Department shall be credited the equivalent to the current contract work day to the employee's accumulated vacation. The current contract work day is 12 hours.

Section 14.05. HOLIDAY ON A WEEKEND. Except for Dispatcher/ Clerks, should one of the holidays listed in Section 14.01, fall on a Saturday, the preceding Friday shall be observed as the holiday. Except for Dispatcher/Clerks, should one of the holidays listed in Section 14.01, fall on a Sunday, the following Monday shall be observed as the holiday.

Dispatcher/Clerks' holidays shall be deemed to be the actual date of the holiday and not days which may be recognized in lieu of the actual holiday date.

Section 14.06.. FLOATING HOLIDAY. All employees covered by the terms of this Contract shall have one floating holiday per calendar year on a use it or lose it basis. A floating Holiday is equivalent to the number of hours normally scheduled for each employee (i.e., 8 hours for an employee who is on a 5/8 schedule, and 10 hours for an employee who is on a 4/10 schedule). The date of the floating holiday may be selected by the employee, but shall be subject to prior approval by the Department Head or his/her designee who shall consider the wishes of the employee and the needs of the City.

For Dispatcher/Clerk employees in the Police Department, the Floating Holiday shall be equivalent to the current contract work day. Currently, the contract work

day is 12 hours.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.01. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the Department Head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Contract. The City shall contribute to an employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan, or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.02. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.01 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.03. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Department Head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her Department Head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 15.04. SICK LEAVE. Sick leave shall be utilized solely for

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in CA Labor Code Section 203(c) and 230.1(a).

The City Manager, upon consultation with the Department Head, may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and arbitration procedure contained in Article 07.

Employees subject to this Contract shall accrue four (4) hours of sick leave time on the last day of each pay period, not to exceed eight (8) hours a month, up to a maximum of two hundred and forty (240) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount stated herein up to the maximum permitted. The employee shall continue to accrue sick leave, but the amount over the cap will be moved to a catastrophic sick leave bank. The employee may use this time for a catastrophic illness of the employee only, and upon approval of the City Manager. These hours cannot be cashed out at \$0.50 on the dollar as described below, once they have been placed in the leave bank. In addition, the catastrophic sick leave cannot be converted to PERS service credit upon retirement.

An employee who has been employed by the City for five (5) or more years and who has accumulated two hundred and forty (240) hours of sick leave may on an annual basis use eight (8) hours of sick leave as personal leave. The employee shall request the use of sick leave as personal leave in writing and in advance. The use of sick leave as personal leave is subject to approval by the City.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments .

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired employees shall receive forty-eight (48) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin using the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than eight (8) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of eight (8) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

General employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50¢ on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year covered by the contract.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

Section 15.05. BEREAVEMENT LEAVE. On the death of a member of an affected employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

- (A) If the death occurred within a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.
- (B) If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to five (5) days bereavement leave.
- (C) The City Manager, upon consultation with the Department Head, may permit an employee to use paid bereavement leave for an individual who is not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this subsection shall not be subject to the grievance and arbitration procedure contained in Article 07.

ARTICLE 16
INSURANCE AND RELATED BENEFITS

Section 16.01. MEDICAL BENEFITS. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.02. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision, life and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually during the open enrollment period set by the CalPERS. The City shall notify employees of the open enrollment period by providing a notice with payroll at least three (3) weeks prior to the open enrollment period. Employees may modify their dependent coverage under any such insurance program as needed, or as may be permitted by the insurance program.

Section 16.03. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company.

Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

Should the employee select a program that is less than the City's current contribution the difference minus the Long Term Disability Cost may be cashed or placed in a deferred compensation plan provided by the City as follows:

- o **Employees hired prior to July 1, 2012** can cash out, or place in deferred compensation, the difference of 100%; they may continue to do so with the same amounts in effect June 25, 2016. The additional two hundred dollars (\$200.00) contributed to the FFBP (Section 16.04) over the term of this MOU may not be cashed out and may only be placed in deferred compensation.
- o **Employees Hired On or After July 1, 2012** can cash out, or place in deferred compensation, the difference of 50%; they may continue to do so with the same amounts in effect June 25, 2016. Effective June 26, 2016 those employees are eligible for the difference of 100%. However, the additional FFBP may only be placed in deferred compensation; the current amount of "cash out" is frozen at the amount in effect June 25, 2016 and may not be increased.
- o **Employees Hired On or After October 12, 2016** will be required to place all FFBP in deferred compensation if not utilized.

Said cash out shall not be compensable to CalPERS as salary pursuant to the California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571). If, during the term of this Contract, the Internal Revenue Service should enact regulations by

which the cash payout would jeopardize the tax deferral of the deferred compensation program, all employees agree to place all of the difference in deferred compensation.

On June 2, 2016, the United States Court of Appeals for the Ninth Circuit published its opinion in *Danny Flores v. City of San Gabriel* (the "decision"), which indicated that the City's payment of unused health benefits must be included in the regular rate of pay and thus in the calculation of the overtime. The City and the Association understand that the City of San Gabriel will be petitioning the United States Supreme Court for review. Until such time as a final decision is in effect (either denial of the petition by the United States Supreme Court or a decision by the United States Supreme Court), the City and the Association mutually agree to hold implementation of that decision in abeyance.

If, and when, the decision becomes final in favor of the individual plaintiffs, the City will:

- Recalculate FLSA overtime retroactive to June 28, 2015 according to the decision;
- Prospectively pay FLSA overtime according to the decision;
- Cease allowing employees to "cash out" FFBP and require employees to place all monies in deferred compensation. This paragraph will not go into effect unless, and until, the same provision is implemented with Police and Fire employees.

The City and the City Employees' Association acknowledge that this language completes satisfaction of any liability, both retroactive and prospective, for FLSA overtime under the decision. If, and when, the decision becomes final in favor of the City of San Gabriel, the City will allow employees to cash out and/or place monies in deferred compensation at the employees' option.

SECTION 16.04. CITY CONTRIBUTION. Employees shall only receive a City contribution for the P.E.R.S. medical program, and for dental, vision, life and long term disability insurance programs in an amount that equals the actual premium costs for the insurance benefits selected by the employee but not to exceed the total City contribution provided for in this Section.

The City's contribution is established at two-hundred dollars (\$200.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees' Retirement System or the State Legislation, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance.

Effective June 26, 2016, the City shall contribute a flat rate of eight hundred dollars (\$800.00) per month on behalf of each currently active employee to the "FFBP".

Effective June 25, 2017, the City shall contribute a flat rate of nine hundred (\$900.00) per month on behalf of each currently active employee to the "FFBP".

Effective June 24, 2018, the City shall contribute a flat rate of one thousand (\$1,000.00) per month on behalf of each currently active employee to the "FFBP".

These rates shall remain unchanged unless agreement is reached through the meet and confer process.

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference

If an employee is able to provide proof of coverage under a spouse's or parent's health insurance plan, the employee need not obtain health insurance under the City's provided PERS medical program.

All employee electing not to participate in the City's PERS medical program shall be required to: (1) provide the City with adequate written proof of medical coverage; (2) provide the City with no less than thirty (30) days written notice before any such medical coverage is cancelled; and (3) sign a liability and hold harmless release form removing the City from all liability resulting from not participating in the City's medical health coverage.

Section 16.05. RETIREE PARTICIPATION. Retirees shall be provided two hundred dollars (\$200) per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.06. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost for said LTD insurance shall be paid by the employee from the monthly City contribution provided for in Section 16.04 of this Article, or through payroll deduction, if necessary. All affected employees shall be required to participate in the Long Term Disability insurance program.

The Short/Long Term Disability program shall be with a thirty (30) day elimination period up to age 65.

Section 16.07. INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If an employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work the City shall continue to make the insurance contribution provided for in Section 16.04 for a maximum of six (6) months. The employee may only continue to participate in the same type (medical, dental, vision, etc.) of benefit plan(s) and level of benefits (employee, employee plus one or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

Section 16.08 HEPATITIS B VACCINATIONS. Upon request, employees required to work in the sewer shall receive Hepatitis B vaccinations.

Section 16.09. RETIREMENT HEALTH SAVINGS PLAN. The City agrees to sponsor a Retirement Health Savings (RHS) Plan, pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria.

ARTICLE 17 RETIREMENT BENEFIT

Section 17.01. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The Classic employees shall pay the employees' share of the required retirement contribution to P.E.R.S. which equals seven percent (7%) of the employee's base compensation as defined by the Public Employee's Retirement Law, Government Code Section 20000 et seq. Pursuant to Pension Reform, Employees hired on or after January 1, 2013 shall pay 6.5% or half of non-Classic normal costs of the employee's contribution to the California Public Employees Retirement System. The City will report these payments as being those of the affected employee's so that they will be credited to the particular employee's individual account with P.E.R.S. The City shall maintain a retirement benefit based upon the single highest year compensation for the retiring employee and the 2% percent at 55 plan for employees hired before July 1, 2012.

Employees hired on or after July 1, 2012 but before January 1, 2013 shall be subject to the 2% at 60 formula with a three year average final compensation.

Pursuant to Pension Reform Act, employees hired on or after January 1, 2013, shall be eligible to retire at 2% at 62 formula with a three year average final compensation.

The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as 1959 Survivor Benefit, Fourth Level based on the schedule of benefits as set forth in the California Public Employees

Retirement System Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents (\$.93) per pay period. The City will contribute a \$4 premium rate. Any future increases in premium rates will be borne by the employee.

ARTICLE 18
SMOKING

To further employee health and productivity by the elimination of primary and secondary effects of smoke in the workplace, smoking shall be banned on all City property and while on duty at all times.

ARTICLE 19
CONDITIONS OF CONTINUED EMPLOYMENT

Section 19.01. NOTICE OF DRIVER'S LICENSE SUSPENSION. All employees shall maintain a valid California driver's license in order to operate city equipment. In the event an employee's driver's license is suspended, the employee shall immediately notify his/her respective supervisor. Failure to do so may result in disciplinary action including termination."

ARTICLE 20
LAYOFF PROCEDURE

Section 20.01. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given class in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same class of positions in the City.

Section 20.02. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to the employee's seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 20.03. BUMPING RIGHTS. The employees laid off shall be entitled to be displaced to a position in the next lower class. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to the next lower class.

Section 20.04. WRITTEN NOTICE OF LAYOFF/REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The name of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 20.05. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 20.06. REEMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Contract may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE 22 SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior contracts and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied,

between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

ARTICLE 23
WAIVER OF BARGAINING DURING THE TERM OF THIS CONTRACT

It is agreed that this Memorandum of Understanding contains the full and complete contract on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Memorandum, to negotiate or bargain upon any other issue. All matters not included in this Memorandum shall be deemed to have been raised and disposed of as if covered herein. All subjects referred to in the management right's clause shall likewise be deemed to have been raised and bargained to a conclusion.

ARTICLE 24
EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Memorandum of Understanding during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 25
SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 26
TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence upon ratification by the Association member bargaining unit members and adoption by the City Council, and shall continue in full force and effect until June 22, 2019.

REOPENER: Both parties agree to meet and confer in good faith on the issues of Work Schedules and changes to City Personnel Rules and Regulations during the term of this MOU.

ARTICLE 27
RATIFICATION AND EXECUTION

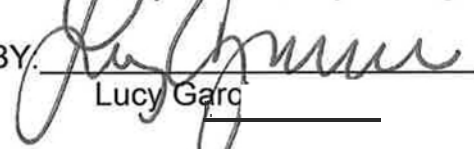
The City's representatives and the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of San Marino and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of this City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 12th day of October, 2016.

CITY OF **SAN MARINO**

SAN MARINO CITY EMPLOYEES'
ASSOCIATION

BY: 
Cindy Collins, City Manager

BY:  **Plri** ()

BY: 
Lucy Garcia

BY: 
Victoria Marshall

BY

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ATTACHMENT "A"
EMPLOYEE CLASSIFICATIONS

Account Clerk	Permit Tech II
Accountant I	Permit Tech I
Building Inspector	Police Recruit
Building Inspector II	Shop Foreman
Building & Planning Assistant	Street Foreman
Clerk Typist I	Tree Trimmer I
Clerk Typist II	Tree Trimmer II
Police Dispatcher/Clerk	
Gardener I	
Gardener II	
Groundsman	
Librarian I	
Librarian II	
Librarian III	
Library Clerk III	
Maintenance Worker I	
Maintenance Worker II	
Maintenance Worker III	
Park Foreman	
Park Leadman	
Park Maintenance	

ATTACHMENT B:

GENERAL EMPLOYEES' SALARY SCHEDULE

EFFECTIVE:	(Based on 55th Percentile)				
6/26/16					
<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Account Clerk	3,306	3,471	3,645	3,827	4,019
Accountant I	4,202	4,417	4,640	4,878	5,127
Building Inspector	4,230	4,445	4,672	4,911	5,160
Building Inspector II	5,392	5,676	5,975	6,289	6,620
Bldg. & Plnng. Assitant	4,535	4,766	5,010	5,265	5,535
Clerk Typist I	2,521	2,650	2,785	2,928	3,076
Clerk Typist II	3,241	3,403	3,573	3,752	3,939
Dispatcher/Clerk:	3,979	4,178	4,387	4,606	4,837
Gardener I	3,365	3,537	3,719	3,908	4,107
Gardener II	3,908	4,107	4,316	4,536	4,766
Groundsman	3,139	3,300	3,467	3,644	3,830
Librarian I	3,830	4,025	4,231	4,447	4,673
Librarian II	5,092	5,347	5,614	5,895	6,189
Librarian III	5,464	5,737	6,024	6,325	6,641
Library Clerk 111	3,234	3,399	3,572	3,755	3,945
Maintenance Wkr I	3,559	3,740	3,938	4,144	4,351
Maintenance Wkr II	3,767	3,955	4,153	4,360	4,578

Maintenance Wkr 111	4,230	4,446	4,672	4,909	5,160
Park Foreman	5,160	5,431	5,717	6,018	6,335
Park Leadman	3,719	3,908	4,108	4,317	4,536
Park Maintenance	3,365	3,537	3,719	3,908	4,107
Permit Tech	4,186	4,395	4,615	4,846	5,088
Permit Technician II	3,717	3,904	4,100	4,304	4,520
Police Recruit	4,187	4,396	4,616	4,847	5,089
Rec Coordinator	3,717	3,906	4,105	4,315	4,535
Senior Account Clerk	4,002	4,207	4,420	4,646	4,882
Shop Foreman	5,234	5,495	5,770	6,059	6,362
Street Foreman	5,160	5,431	5,717	6,018	6,335
Tree Trimmer I	3,528	3,708	3,896	4,094	4,304
Tree Trimmer II	3,986	4,188	4,405	4,628	4,863

Salaries increases vary by position. Adjusted positions identified in bold.

Asterisk positions vacant and not surveyed.

Merit increases are based on the following for all employees hired:

Step A - for first six (6) months of employment.

Step B (*) - eligible after six (6) months of employment.

Step C (**) - eligible after eighteen (18) months of employment.

Step D (**) - eligible after thirty (30) months of employment.

GENERAL EMPLOYEES' SALARY SCHEDULE

EFFECTIVE:	06/25/17				
	(2% Increase)				
<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>StepC</u>	<u>Step D</u>	<u>Step E</u>
Account Clerk	3,372	3,540	3,718	3,904	4,099
Accountant I	4,286	4,505	4,733	4,976	5,230
Building Inspector	4,315	4,534	4,765	5,009	5,263
Building Inspector II	5,500	5,790	6,095	6,415	6,752
Bldg. & Plnng. Assitant	4,626	4,861	5,110	5,370	5,646
Clerk Typist I	2,571	2,703	2,841	2,987	3,138
Clerk Typist II	3,306	3,471	3,644	3,827	4,018
Dispatcher/Clerk:	4,059	4,262	4,475	4,698	4,934
Gardener I	3,432	3,608	3,793	3,986	4,189
Gardener II	3,986	4,189	4,402	4,627	4,861
Groundsman	3,202	3,366	3,536	3,717	3,907
Librarian I	3,907	4,106	4,316	4,536	4,766
Librarian II	5,194	5,454	5,726	6,013	6,313
Librarian 111	5,573	5,852	6,144	6,452	6,774
Library Clerk III	3,299	3,467	3,643	3,830	4,024
Maintenance Wkr I	3,630	3,815	4,017	4,227	4,438
Maintenance Wkr II	3,842	4,034	4,236	4,447	4,670
Maintenance Wkr III	4,315	4,535	4,765	5,007	5,263

Park Foreman	5,263	5,540	5,831	6,138	6,462
Park Leadman	3,793	3,986	4,190	4,403	4,627
Park Maintenance	3,432	3,608	3,793	3,986	4,189
Permit Tech	4,270	4,483	4,707	4,943	5,190
Permit Technician II	3,791	3,982	4,182	4,390	4,610
Police Recruit	4,271	4,484	4,708	4,944	5,191
Rec Coordinator	3,791	3,984	4,187	4,401	4,626
Senior Account Clerk	4,082	4,291	4,508	4,739	4,980
Shop Foreman	5,339	5,605	5,885	6,180	6,489
Street Foreman	5,263	5,540	5,831	6,138	6,462
Tree Trimmer I	3,599	3,782	3,974	4,176	4,390
Tree Trimmer II	4,066	4,272	4,493	4,721	4,960

Salaries increases vary by position.

Asterisk positions vacant and not surveyed.

Merit increases are based on the following for all employees hired:

Step A - for first six (6) months of employment.

Step B (*) - eligible after six (6) months of employment.

Step C (**) - eligible after eighteen (18) months of employment.

Step D (**) - eligible after thirty (30) months of employment.

GENERAL EMPLOYEES' SALARY SCHEDULE

EFFECTIVE:	06/24/18 (2% Increase)				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>Classification</u>					
Account Clerk	3,440	3,611	3,792	3,982	4,181
Accountant I	4,372	4,595	4,827	5,075	5,334
Building Inspector	4,401	4,625	4,861	5,109	5,368
Building Inspector II	5,610	5,905	6,216	6,543	6,887
Bldg. & Plnng. Assitant	4,718	4,959	5,212	5,478	5,759
Clerk Typist I	2,623	2,757	2,898	3,046	3,200
Clerk Typist II	3,372	3,540	3,717	3,904	4,098
Dispatcher/Clerk:	4,140	4,347	4,564	4,792	5,032
Gardener I	3,501	3,680	3,869	4,066	4,273
Gardener II	4,066	4,273	4,490	4,719	4,959
Groundsman	3,266	3,433	3,607	3,791	3,985
Librarian I	3,985	4,188	4,402	4,627	4,862
Librarian 11	5,298	5,563	5,841	6,133	6,439
Librarian III	5,685	5,969	6,267	6,581	6,909
Library Clerk 111	3,365	3,536	3,716	3,907	4,104
Maintenance Wkr I	3,703	3,891	4,097	4,311	4,527
Maintenance Wkr 11	3,919	4,115	4,321	4,536	4,763
Maintenance Wkr 111	4,401	4,626	4,861	5,107	5,368

Park Foreman	5,368	5,650	5,948	6,261	6,591
Park Leadman	3,869	4,066	4,274	4,491	4,719
Park Maintenance	3,501	3,680	3,869	4,066	4,273
Permit Tech	4,355	4,573	4,801	5,042	5,294
Permit Technician II	3,867	4,062	4,266	4,478	4,703
Police Recruit	4,356	4,574	4,802	5,043	5,295
Rec Coordinator	3,867	4,064	4,271	4,489	4,718
Senior Account Clerk	4,164	4,377	4,599	4,834	5,079
Shop Foreman	5,445	5,717	6,003	6,304	6,619
Street Foreman	5,368	5,650	5,948	6,261	6,591
Tree Trimmer I	3,671	3,858	4,053	4,259	4,478
Tree Trimmer II	4,147	4,357	4,583	4,815	5,059

Salaries increases vary by position.

Asterisk positions vacant and not surveyed.

Merit increases are based on the following for all employees hired:

Step A - for first six (6) months of employment.

Step B (*) - eligible after six (6) months of employment.

Step C (**) - eligible after eighteen (18) months of employment.

Step D (**) - eligible after thirty (30) months of employment.