

MEMORANDUM OF UNDERSTANDING
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
 Representing the
GENERAL EMPLOYEES UNIT OF REDLANDS

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDLANDS
AND
THE GENERAL EMPLOYEES OF THE CITY OF REDLANDS
Represented by:
THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION, INC.
July 1, 2004 – June 30, 2009

ARTICLE 1 TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2004 and shall expire on June 30, 2009.

ARTICLE 2 PREAMBLE

It is the intent and purpose of this M.O.U. to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the General Employees Unit represented by the San Bernardino Public Employees Association (hereinafter referred to as "Association").

ARTICLE 3 RECOGNITION

The classifications which shall be included in the General Employees unit of representation are listed in Appendix A.

ARTICLE 4 MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

SALARIES, RETIREMENT AND OTHER PAY

ARTICLE 5 SALARIES

Year 1: Effective the first pay period after July 1, 2004, salaries shall move four percent (4%) closer to the July 2004 median of the surveyed cities for all unit classifications that are below the median. Adjustments for each classification shall be rounded up or down to the nearest range. However, in no case shall any position be moved above the median for their classification.

Year 2: Effective the first pay period after July 1, 2005, salaries shall move three percent (3%) closer to the July 2004 median of the surveyed cities for all unit classifications that are below the median. Adjustments for each classification shall be rounded up or down to the nearest range. However, in no case shall any position be moved above the median for their classification.

Year 3: Effective the first pay period after July 1, 2006, salaries shall move three percent (3%) closer to the July 2004 median of the surveyed cities for all unit classifications that are below the median. Adjustments for each classification shall be rounded up or down to the nearest range. However, in no case shall any position be moved above the median for their classification.

Year 4: Effective the first pay period after July 1, 2007, salaries shall be adjusted to the July 2004 median of the surveyed cities for all unit classifications that are below the median. The final adjustment for each classification shall be rounded up or down to the nearest range. In addition, all salaries shall be increased by two percent (2%) as a cost of living adjustment.

Year 5: Effective the first pay period after July 1, 2008, salaries shall be increased by four percent (4%) as a cost of living adjustment.

During the term of this Memorandum of Understanding, the General Unit shall maintain economic parity with any other non-Safety bargaining units in the City of Redlands.

ARTICLE 6 RETIREMENT

The City shall continue to pay to the Public Employees' Retirement System on behalf of each employee covered by this agreement an amount equal to the required employee contribution to that system provided the contribution will not exceed a total of seven percent (7%) of regular compensation. These contributions shall, at the time of termination, belong to the employee.

The City shall continue to include in its contract with PERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

The City and Association agree to re-open negotiations pertaining to enhanced retirement options when the cost of such enhancements is significantly lower.

ARTICLE 7 LONGEVITY PAY

Employees with twenty (20) years cumulative service with the City shall advance to the Step "F" on the salary resolution effective with the beginning of the pay period beginning closest to the first day of their 21st year of service.

In the event that an employee is not at the E step when he/she is eligible for the F step, at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches the F step.

ARTICLE 8 OVERTIME

Overtime pay shall be earned at time and one-half for all hours. The employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.

Time paid for holiday, vacation, sick leave and compensatory time off shall be treated as actual hours worked for the purposes of computing overtime.

Any employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to go home and eat, which will be at the discretion of the supervisor in charge.

ARTICLE 9 WORKING OUT OF CLASSIFICATION PAY

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Out of classification pay shall be at a flat rate of five-percent (5%) of base salary.

In order to receive out of classification pay the following provisions must occur:

- a. The name of the employee who is absent must be noted on the employee's timesheet prior to out of classification pay being authorized.
- b. A vacancy or absence must exist for out of classification pay to be paid.

- c. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
- d. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.

Working out of classification pay for special assignments will only be authorized upon recommendation to the City Manager by the Department Head and will require a Payroll Transaction Form with supporting documentation justifying the special assignment.

Employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation, Administrative Services Director concurrence and City Manager approval.

ARTICLE 10 CALL BACK PAY

Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m. Any employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

An employee working a continuous call back of at least four (4) hours that ends within eight (8) hours of the employee's regular job starting time is not required to report to duty at the employee's regularly scheduled time. When an employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of the regular work schedule, the employee shall automatically report to duty on the employee's regularly scheduled shift immediately commencing ten (10) hours after the end of the call-back assignment.

ARTICLE 11 STANDBY PAY

Employees in the General Employees unit of representation assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a week day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off, weekend day or holiday.

In order to qualify for standby pay employees must:

1. Be required to be near a telephone at all times or carry a pager;
2. Be able to report to the worksite within thirty (30) minutes; and,

3. Not consume alcoholic beverages or any other debilitating drug while on standby.

ARTICLE 12 SCHEDULED RECALL TO WORK

The City agrees that when employees of the Municipal Utilities Department are recalled or scheduled to return to work for water system installation or a maintenance project between the hours of 12 midnight and 4:00 a.m., said employees shall receive time and one-half for all hours worked. Employees performing in this capacity shall automatically report to duty on their regularly scheduled shift immediately after a ten (10) hour rest period has occurred from the ending time of the scheduled or recall work assignment.

ARTICLE 13 SHIFT DIFFERENTIAL

The City agrees to provide a five-percent (5%) shift differential to those employees who work one-half of their regularly scheduled shift after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

ARTICLE 14 UNIFORM ALLOWANCE

The City will provide a two hundred seventy-five dollars (\$275) uniform allowance in the form of a check for the purchase of uniforms to include; shirts, pants, boots, jackets, caps and patches. Checks shall be issued in July of each year and shall be reported to PERS as compensation. It is a requirement that employees wear the designated uniform to work daily. The uniform is to be presentable. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

Wastewater, Landfill and Equipment Maintenance permanent employees will be provided uniform rental and laundering services at City expense, in lieu of uniform allocation. Wastewater, Equipment Maintenance and Landfill employees shall also receive a boot/footwear allowance in the amount of one hundred fifty dollars (\$150) per year. Upon termination of employment, employees whose uniforms were provided to them will be required to return the uniforms to the City.

Non-uniformed employees in this unit on payroll as of June 1 of each year and at the time the check is issued shall receive an annual two hundred dollars (\$200.00) bonus in lieu of the uniform allowance. This bonus will not be reported to PERS as compensation.

ARTICLE 15 RIDESHARING

All employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive either One Dollar Sixty Five Cents (\$1.65) for each rideshare day OR fifteen (15) minutes of accrued compensatory time off for each rideshare day. The cash bonus shall be paid in November of each year. Ridesharing shall be reported on individual employee timesheets.

The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

ARTICLE 16 TUITION REIMBURSEMENT

The City agrees to pay one hundred percent (100%) reimbursement for tuition and books for job related courses either directed or approved by the department head. The course must be satisfactorily completed with a minimum grade of “C” or equivalent.

ARTICLE 17 BILINGUAL PAY

Employees are eligible for bilingual pay in accordance with the City’s Bilingual Pay Program, and upon approval by the Department Head and City Manager. Authorized employees shall receive additional compensation in the amount of Sixty Five Dollars (\$65) per month.

ARTICLE 18 DEATH OF EMPLOYEE

If an employee dies while on duty, the City shall calculate compensation for the entire shift.

The eligible dependents of deceased employees shall be entitled to benefits as follows:

Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

INSURANCE, LEAVE AND TIME OFF PROVISIONS

ARTICLE 19 HEALTH INSURANCE

- A. The City shall contribute the entire monthly premium for employees in the unit and their eligible dependents under the public Employee Retirement System (PERS).
- B. The City agrees to provide a stipend on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit. The rate of stipend will be based on the following scale:

0 - 19 employees participating	\$50 per month
20 - 24 employees participating	\$100 per month
25 + employees participating	\$150 per month

ARTICLE 20 DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each employee in the unit and all eligible dependents.

ARTICLE 21 VISION CARE

The City agrees to reimburse each employee in the unit up to Two Hundred Twenty Five Dollars (\$225) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

ARTICLE 22 LIFE INSURANCE

Effective with October 1, 2004 renewal date of the City's life insurance policy, the City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars (\$25,000) for all employees in the unit.

ARTICLE 23 WORKER'S COMPENSATION/DISABILITY INSURANCE

The City agrees to provide City paid State Disability Insurance coverage to all employees in the unit.

Sick leave or compensatory time may be used to supplement a Worker's Compensation or State Disability Insurance check, not to exceed the employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to the Payroll Supervisor.

ARTICLE 24 VACATION

The vacation accrual for employees in the unit shall be as follows:

1	-	5	years of service	80 hours
6	-	7	years of service	120 hours
8	-	9	years of service	128 hours
10	-	11	years of service	136 hours
12	-	13	years of service	144 hours
14	-	15	years of service	152 hours
16	-	20	years of service	160 hours
		21	years of service	168 hours
		22	years of service	176 hours
		23	years of service	184 hours
		24	years of service	192 hours
		25+	years of service	200 hours

Effective January 1, 2004, the maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the employee's current hourly rate.

ARTICLE 25 SICK LEAVE

- A. ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

- B. USE: Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

- C. BUY BACK: In November of each calendar year, each employee in the unit may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the preceding calendar year in excess of six (6) sick leave days. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

- D. AT SEPARATION OF SERVICE: Upon separation of service with the City, employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

10 - 15	years service.....	25%
16 - 20	years service.....	35%
21+	years service.....	50%

Employees electing this option shall be responsible for any and all future medical insurance premiums.

- E. UPON SERVICE RETIREMENT – In lieu of the benefit D and upon service retirement under the PERS retirement plan, employees in the unit may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and apply such cash value to applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents until the cash value is exhausted. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

- F. CONVERSION TO SERVICE CREDIT – Within the first year of this Agreement, the City shall amend the PERS contract for miscellaneous employees to provide the sick leave conversion to service credit benefit. In lieu of benefits D and E cited above, employees in the unit may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

- G. FULLY PAID MEDICAL INSURANCE – Upon service retirement and completion of twenty (20) cumulative years of service with the City, and in lieu of any sick leave buyback, the employee may elect fully paid medical insurance for the employee and eligible dependents, under the City’s medical insurance program. Employees electing the fully paid medical insurance may also select benefit D or F upon service retirement.

ARTICLE 26 BEREAVEMENT LEAVE

In the event of a death in the immediate family, an eligible employee will be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse: spouse, child (including foster child or ward of the court), parent, grandparent, brother, and sister. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

ARTICLE 28 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The department head may request copies of the employee’s official military orders.

ARTICLE 29 PERSONAL LEAVE

Each employee in the unit may use up to a maximum of one day of accrued sick leave per year for personal leave, subject to advance supervisor approval. Personal leave shall be accrued and compensated in accordance with the employee’s standard work schedule.

ARTICLE 30 HOLIDAYS

The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

New Year’s Day (January 1)

Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day (December 25)
Two (2) Floating Holidays
Twenty (20) Hours Additional Floating Holidays

If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday. Christmas Eve Day shall be observed as a holiday when Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday.

If a scheduled holiday falls on an employee's regular day off, the employee shall be compensated for one day of holiday compensation at time and one half. Employees should not be scheduled to work both the designated holiday and the actual holiday.

Holiday pay shall be compensated in accordance with the employee's standard work schedule.

Employees in the unit shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

ARTICLE 31 COMPENSATORY TIME OFF

CTO shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of one hundred twenty (120) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating employees shall be compensated for accrued compensatory hours.

ARTICLE 32 TIME OFF FOR ASSOCIATION REPRESENTATIVES

The Association may designate up to fourteen (14) representatives to attend Association meetings on City time, provided that no designated employee shall be released for more than five (5) hours per month. The President of the Redlands SBPEA chapter shall be released for up to two (2) hours per week to attend to Association business. This time shall be in addition to meetings with the City Manager, Administrative Services or City

Council members. The time must be scheduled in advance and the supervisor must be notified.

ARTICLE 33 MEAL PERIODS

Employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

ARTICLE 34 REST PERIODS

The City agrees to the following: Employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period. The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

The Association understands and agrees to the following: In regards to break periods, the following scenarios should not occur:

- Combining two daily breaks into one 20-30 minute break.
- “Banking” breaks from day to day.
- “Saving” break time in order to extend lunch periods or shorten the workday.
- Payment of compensatory time off or overtime for “unused” breaks.

ARTICLE 35 CATASTOPHIC LEAVE

Employees are eligible for catastrophic leave in accordance with the City’s Catastrophic Leave Policy.

ARTICLE 36 LEAVE TIME REPORTING

Leave time may be used and reported in increments of fifteen (15) minutes.

HIRING AND EMPLOYMENT

ARTICLE 37 DRIVER’S LICENSE PHYSICAL EXAMINATIONS

The City will pay for the required physical examination for employees required by their job classification to maintain Class A or Class B driver’s licenses. Time spent participating in the required physical examination will be considered as time worked.

ARTICLE 38 EMPLOYMENT EXAMINATION PROCEDURES

The examination procedure for all City jobs will be as established by the City and Association.

ARTICLE 39 PROBATION

The probationary period including promotional appointments shall be for a period of six (6) months unless extended by the recommendation of the department head.

ARTICLE 40 ANNIVERSARY DATE

For those employees hired after July 1, 1990, the “anniversary date” shall be the day of the month in which the employee completes six (6) months of employment. When an employee receives a promotion, after July 1, 1990, the new anniversary date shall be the day of the month in which the employee completes six (6) months of employment in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

ARTICLE 41 WORKWEEK/STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The department head shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the employees and Association at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor. If requested by the Association, the parties shall expeditiously meet and confer regarding such change.

ARTICLE 42 PROMOTIONAL POSITIONS

The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City’s Personnel Rules and Regulations. Employees appointed to promotional positions shall complete a probationary period in accordance with the City’s Personnel Rules and Regulations.

Employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee’s previous base salary, but in no case more than the top step of the new salary range.

ARTICLE 43 NO STRIKE PROVISION

It is understood and agreed that the service performed by city employees included in this M.O.U. are essential to the public’s health, safety, and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Association agrees to take affirmative steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City

reserves the right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 44 DIRECT DEPOSIT

Direct deposit of employee paychecks will be available to employees in this unit.

ARTICLE 45 PERSONNEL FILE

No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

Any employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Personnel Director, Department Head, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

ARTICLE 46 COPY OF M.O.U. TO EACH EMPLOYEE

The City will provide each employee in the unit with a copy of this M.O.U. within sixty (60) days of execution.

ARTICLE 47 RULES, REGULATIONS AND RESOLUTIONS

The City agrees to review annually with the Association major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the San Bernardino Public Employees Association and all representatives.

DISCIPLINE, GRIEVANCE, LAYOFF PROCEDURES

ARTICLE 48 DISCIPLINARY PROCEDURES

No employee shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions, reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

A. Notice of Proposed Action.

Whenever an employee is to be discharged, suspended (for more than five (5) days), demoted, or reduced in step, for disciplinary purposes, written notice of at

least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- (1) Notice of proposed action;
- (2) Reasons for proposed action;
- (3) A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
- (4) A notice to the employee of the right to respond in writing or orally within the five (5) working day period.

In the case of a suspension of five (5) days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

B. Limitations and Exceptions:

- (1) Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
- (2) Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
- (3) Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of liquor or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)
- (4) Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice. Employees wishing to appeal disciplinary actions may do so in accordance with Article 32.

In general, under City procedures, probationary employees and other non-permanent regular employees are not entitled to notice and a hearing unless the causes for termination are based upon charges involving a person's good name, reputation, honor or integrity. In such cases, an employee shall be entitled only to minimal due process rights as required by applicable law.

ARTICLE 49 APPEAL AND GRIEVANCE PROCEDURE

1. DEFINED: A grievance is an alleged violation of the Personnel Rules and Regulations, this M.O.U. or written City Policy.
2. PROCEDURE:
 - a. Informal Grievance Procedure: The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (10 working days from the date the grievance allegedly occurred), the grievant must proceed to the Formal Grievance Procedure in accordance with the time limits therein or he/she will have waived the right to proceed in the Formal Grievance Procedure.
 - b. Formal Grievance Procedure:
 1. First Level of Review: The formal grievance shall be presented in writing to his/her supervisor within ten (10) working days from the alleged occurrence of the violation. The written grievance shall contain the following information:
 - a. Name of grievant and job title;
 - b. Department/Section;
 - c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
 - d. The specific provision(s) of the M.O.U., City Policy or Personnel rules alleged to have been violated;
 - e. Requested remedy;
 - f. Name of the grievant's Labor Representative, if any;
 - g. Date and signature of the grievant or Labor Representative.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the written grievance. If the grievant does not agree with his supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head or his designee within five (5) days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

2. Second Level – Department Head Review: The Department Head or his designee shall discuss, upon request, the grievance with the grievant, the grievant’s representative if any, and with other appropriate persons. The Department Head or designee shall render his decision and comments in writing and return them to the grievant within ten (10) working days after receiving the formal written grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the Personnel Director, along with a written request that the grievance be considered at the Third Level, within ten (10) working days of the date the Department Head’s decision is rendered, or should have been rendered, pursuant to the specified time period.

3. Third Level – City Manager: If the grievance is submitted to the City Manager for review and settlement, the City Manager may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within ten (10) working days of receipt of the grievance.

4. Fourth Level – Advisory Mediation: If the grievance has not been resolved after completion of the third level above, either the Association or the City may request non-binding mediation through the State of California, Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be provided by the state at no cost to either the City or the employee.

5. Fifth Level – City Council: If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the forgoing sections, the employee or his/her designated representative, if any, within ten (10) working days after the completion of the last step under the third level above, shall submit a written request to the City Council or their designee, for a hearing before the City Council or their designee. Such request, along with a copy of the record of the grievance developed to that point, shall be transmitted to the City Council or designee within ten (10) working days after receipt of such request for a hearing. The City Council shall render their decision within ten (10) working days of the hearing. The decision of the City Council shall be final and binding.

ARTICLE 50 DEMOTION/NON-DISCIPLINARY

Regular employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

ARTICLE 51 LAYOFF PROCEDURE

All regular employees whose positions have been eliminated shall be allowed to exercise their options, based on seniority, to displace an employee (bump) into the same or any

one of the junior classifications within the job groupings (see Appendix B) for which they qualify or into a previously held classification with the City of Redlands. The employee must meet the minimum qualifications for the position bumped. Employees must utilize the option that places them in the highest available position.

ARTICLE 52 INVESTIGATORY INTERVIEW PROCEDURES

Prior to any investigatory interview or consultation between an employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

GENERAL PROVISIONS

ARTICLE 53 AGENCY SHOP

Agency shop shall be implemented in the General Unit only after certification of a secret ballot election by mail, conducted by the State Mediation and Conciliation Service (SMCS), in which a simple majority of those voting elect to implement an agency shop. Such election shall be conducted in accordance with procedures established by the SMCS.

If such election is certified, this provision shall become effective the first day of the month following thirty (30) days after certification.

Under the provisions of SB 739, Chapter 901, of the Statutes of 2000, all current employees and all employees who are hired after this Memorandum of Understanding as approved by the City Council, and who are in a job classification within the SBPEA representation unit covered by this Memorandum of Understanding, shall within thirty (30) working days from mailing of notice of implementation of this Article to employee in the Bargaining Unit, become members of SBPEA or pay a service fee.

Each fiscal year, SBPEA shall inform the City in writing of the membership dues per month and the service fee per month. Payment of dues or service fee shall be through

payroll deduction to SBPEA. The requirement to pay dues or a service fee shall not apply to employees not represented by SBPEA. Changes in membership fees will take effect within thirty (30) days of written notification.

Every employee required to pay a service fee shall annually receive written notice from SBPEA of:

- A. The amount of the service fee which is to be expressed as a percentage of the annual dues per member based upon the chargeable expenditures identified in the notice;
- B. The basis for the calculation of the service fee; and
- C. The procedure for appealing all or any part of the service fee.

Such written notice shall be sent/distributed to the employee subject to the service fee either:

A. At least thirty (30) days prior to collection of the service fee, after which SBPEA shall place those fees subject to objection in escrow pursuant to 8 California Code of Regulations §32995; or

B. Concurrent with the initial service fee collection, provided however, that all service fees so noticed shall be held in escrow in total until all objections are identified. Thereafter, only the service fees for service fee objectors shall be held in escrow, pursuant to 8 California Code of Regulations §32995.

Prior to the City withholding service fees, SBPEA shall implement a Service Fee Appeal Procedure in accordance with 8 California Code of Regulations §32994 which provides a reasonably prompt opportunity for those employees subject to the service fee to challenge the fee amount before an impartial decision maker.

Dues/Service Fees withheld by the City shall be transmitted to the SBPEA Officer designated in writing by SBPEA as the person authorized to receive such funds at the address specified.

The parties agree that the obligations herein are a condition of continued employment for employees in positions represented by SBPEA (“unit members”). The parties further agree that the failure of any unit member to remain a member in good standing of SBPEA or to pay the service fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The City shall not be obligated to put into effect any new, changed or discontinued deduction until a SBPEA membership card is submitted to the City’s Finance Department in sufficient time to permit normal processing of the change or deduction.

No unit member shall be required to join SBPEA or to make a service fee payment if the unit member is an actual verified member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exception shall not be granted unless and until such unit member has verified the specific circumstances with SBPEA by filing a letter from the local head of the religion, body or sect. Employees verified to be conscientious objectors must arrange with SBPEA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee from the United Way, the American Cancer Society or the March of Dimes. SBPEA shall be responsible for determination under this paragraph. Employees opting not to join SBPEA for the reasons previously stated are responsible for making donations through means other than payroll deduction. Government Code §3502.5 states that proof of the payments (to charities) shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

SBPEA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues that are applicable to public sector labor organizations.

Whenever a unit member is delinquent in the payment of dues or fees, SBPEA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the City's Personnel Department. In the event the unit member remains delinquent for a period of sixty (60) days, SBPEA shall request in writing that the City initiate termination proceedings. The termination proceedings shall be governed by applicable City Personnel Rules and M.O.U. and are specifically excluded from the Grievance Procedure.

The City shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SBPEA shall keep an adequate itemized record of its financial transactions and shall make annually to the City, and upon request, to the employees who are members of SBPEA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and operating statement certified as to accuracy by the President and Treasurer or corresponding Principle Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(d).

SBPEA shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceedings or claim, SBPEA shall have the right to decide and determine

whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SBPEA shall not diminish SBPEA's defense and/or indemnification obligations under this Agreement.

The City, immediately upon receipt of notice of such claim, proceeding or legal action, shall inform SBPEA of such action, provide SBPEA with all information, documents and assistance necessary for SBPEA defense or settlement of such action, and fully cooperate with SBPEA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SBPEA.

SBPEA, upon its compromise or settlement of such action or matter, shall immediately pay the parties to such action all sums due under such settlement or compromise. SBPEA, upon final order and judgment of a court or of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order or judgment.

The provisions of this Article relating to agency shop shall become null and void during the period of any violation of SBPEA of the no-strike provisions of this MOU. Agency shop will continue as long as SBPEA is the recognized bargaining organization, subject to Government Code 3502.5 (d).

ARTICLE 54 MAINTENANCE OF MEMBERSHIP

All employee members of SBPEA shall remain as members in good standing of said Association for the duration of this M.O.U. except as set forth below:

During the period from March 1 through March 31 of each year, any Association member who has been a member for at least one (1) year, may voluntarily withdraw from Association membership.

ARTICLE 55 UNIT MODIFICATION

It is understood that this M.O.U. shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the General Employees unit of representation at any time prior to the expiration date of this M.O.U.

In addition, no petitions for unit modification of the General Employees unit will be accepted by the City without the express agreement of the Association.

The provisions of this Article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or

damages incurred by the City, including its agents and employees, on account of the provisions of this article.

ARTICLE 56 COMMUNICATIONS

The City and the Association shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

The City and the Association consider themselves mutually responsible to improve communications between management and employees and will use their best endeavors in establishing and maintaining effective communication channels.

ARTICLE 57 USE OF BULLETIN BOARDS/MAIL

The City agrees that SBPEA may utilize bulletin board space in designated areas upon mutual agreement with the City. SBPEA will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of SBPEA materials to SBPEA representatives only.

ARTICLE 58 EXTENSION OF M.O.U

The City agrees that if a successor M.O.U. has not been reached by 12:00 a.m. (midnight) on the expiration date, each calendar year, the terms and conditions of the existing M.O.U. shall be extended six (6) months or until a successor M.O.U. is adopted, whichever occurs sooner.

ARTICLE 59 PREVAILING BENEFITS

All benefits, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

ARTICLE 60 SAVINGS CLAUSE

If any provision of this M.O.U., or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

Elaine Craig
SBPEA

Date

Robert Luna
Plant Mechanic

Joaquin Baeza
Solid Waste Truck Driver

Jeff Bangle
Water Distribution Operator/Senior Equipment Operator

Mary Damazio
Sr. Accounting Tech.

Gerry Schwartz
Wastewater Facilities Operations Supervisor

Mike Foster
Concrete Worker

Annette Dawkins
Equipment Maintenance Administrative Assistant

CITY OF REDLANDS

Susan Pepler, Mayor

Date

ATTEST:

Lorrie Poyzer, City Clerk

APPENDIX A

CLASSIFICATIONS INCLUDED IN THE GENERAL EMPLOYEES UNIT (July 1, 2004)

Accounting Technician I/II
Administrative Assistant I/II
Administrative Secretary
Asphalt Worker
Building Inspector I/II
Building Maintenance Supervisor
Building Maintenance Worker
Building Permit Technician
Business License Inspector
Cemetery Caretaker I/II
Cemetery Services Assistant
Concrete Worker
Cross Connection Control Inspector
Customer Service Supervisor
Customer Service Field Technician
Customer Service Technician I/II
Electrician
Equipment Operator
Fire Mechanic
Geographic Information Systems Technician
Grounds Maintenance Worker I/II
Heavy Equipment Mechanic
Industrial Waste Inspector
Junior Engineer
Laboratory Technician I/II/III/IV
Legal Secretary
Library Clerk
Library Information Systems Technician
Library Specialist I/II
Line Maintenance Supervisor
Line Maintenance Worker
Maintenance Custodian
Maintenance Worker
Mechanic Assistant
Mechanic I/II
N.P.D.E.S. Inspector
Park Maintenance Mechanic
Parking Citation Technician
Personnel Services Assistant
Personnel Services Technician
Plant Mechanic I/II
Purchasing Assistant

Purchasing Supervisor
Regulatory Compliance Officer
Resident Construction Inspector
Risk Management Technician
Senior Accounting Technician
Senior Administrative Assistant
Senior Asphalt Worker
Senior Building Maintenance Worker
Senior Cemetery Caretaker
Senior Communications Specialist
Senior Concrete Worker
Senior Equipment Operator/Landfill
Senior Equipment Operator/Water
Senior Grounds Maintenance Worker
Senior Mechanic
Senior Sign and Paint Worker
Senior Solid Waste Truck Driver
Senior Special Programs Coordinator
Senior Storekeeper
Senior Street Maintenance Worker
Senior Tree Trimmer
Senior Water Treatment Operator
Senior Welder
Sign and Paint Worker
Solid Waste Collector
Solid Waste Customer Service Representative
Solid Waste Customer Service Representative Supervisor
Solid Waste Route Supervisor
Solid Waste Truck Driver
Special Programs Coordinator
Storekeeper
Street Sweeper Operator
Traffic Signal Technician I/II
Tree Trimmer I/II
Utilities Database Technician
Utilities Resources and Information Specialist
Wastewater Facilities Maintenance Supervisor
Wastewater Facilities Operations Supervisor
Wastewater Treatment Plant Operator I/II/III/IV/V
Water Distribution Operator in Training I/II/III/IV/V
Water Distribution Operator/Equipment Operator
Water Distribution Operator/Senior Equipment Operator
Water Distribution Operator/Welder
Water Distribution Supervisor
Water Meter Reader I/II
Water Meter Repair and Installation Technician
Water Production Maintenance Supervisor

Water Production Operations Supervisor
Water Quality Control Officer
Water Quality Technician I/II
Water Treatment Operator II/III/IV
Welder
Worker's Compensation Technician

APPENDIX B

**LAYOFF JOB GROUPINGS PER ARTICLE 34
(July 1, 2004)**

59 Utilities Resources and Information Specialist
55 Purchasing Supervisor
54 Senior Special Programs Coordinator
53 Customer Service Supervisor
53 Personnel Services Technician
53 Risk Management Technician
53 Solid Waste Customer Service Representative Supervisor
53 Workers Compensation Technician
52 Legal Secretary
50 Building Permit Technician
50 Cemetery Services Assistant
50 Special Programs Coordinator
50 Senior Administrative Assistant
49 Parking Citation Technician
49 Personnel Services Assistant
49 Purchasing Assistant
49 Senior Accounting Technician
48 Library Specialist II
47 Administrative Secretary
45 Accounting Technician II
45 Customer Service Technician II
44Y Equipment Maintenance Administrative Assistant
44 Library Specialist I
44 Senior Storekeeper
43 Administrative Assistant II
43 Solid Waste Customer Service Representative
41 Accounting Technician I
41 Customer Service Technician I
40 Storekeeper
39 Administrative Assistant I
37 Library Clerk

60 Senior Mechanic
56 Fire Mechanic
56 Plant Mechanic II
56 Senior Welder
52 Heavy Equipment Mechanic
52 Mechanic II
52 Plant Mechanic I
52 Welder
48 Mechanic I
47 Park Maintenance Mechanic
44 Mechanic Assistant
41Y Maintenance Custodian

40	Maintenance Worker

59	Geographic Information Systems Technician
59	Utilities Database Technician
51	Library Information Systems Technician

56	Building Inspector II
52	Building Inspector I

52	Senior Equipment Operator
52	Senior Tree Trimmer
51	Senior Grounds Maintenance Worker II
48	Tree Trimmer II
47	Park Maintenance Mechanic
47	Senior Cemetery Caretaker
47	Senior Grounds Maintenance Worker I
44	Tree Trimmer I
43	Cemetery Caretaker II
43	Grounds Maintenance Worker II
41Y	Maintenance Custodian
40	Cemetery Caretaker I
40	Grounds Maintenance Worker I
40	Maintenance Worker

60	Building Maintenance Supervisor
53	Senior Building Maintenance Worker
49	Building Maintenance Worker
41Y	Maintenance Custodian
40	Maintenance Worker

61	Resident Construction Inspector
58	Junior Engineer
53	N.P.D.E.S. Inspector

68	Wastewater Facilities Maintenance Supervisor
68	Wastewater Facilities Operations Supervisor
66	Regulatory Compliance Officer
61	Wastewater Treatment Operator V
60	Laboratory Technician IV
59	Wastewater Treatment Operator IV
58	Laboratory Technician III
58	Line Maintenance Supervisor
57	Wastewater Treatment Operator III
56	Plant Mechanic II
54	Industrial Waste Inspector
54	Laboratory Technician II
53	Wastewater Treatment Operator II

52	Co-Generation Facilities Operator
52	Plant Mechanic II
52	Senior Equipment Operator
50	Laboratory Technician I
49	Wastewater Treatment Operator I
48	Equipment Operator
48	Line Maintenance Worker
47	Plant Mechanic I
41Y	Maintenance Custodian
40	Maintenance Worker

68Y	Senior Communications Electrician Specialist/Supervisor
60	Building Maintenance Supervisor
53	Senior Building Maintenance Worker
49	Building Maintenance Worker
49Y	Traffic Signal Technician II
49Y	Electrician
45Y	Traffic Signal Technician I
41Y	Maintenance Custodian
40	Maintenance Worker

72	Water Production Maintenance Supervisor
72	Water Production Operations Supervisor
68	Water Distribution Supervisor
66	Regulatory Compliance Officer
63	Senior Water Treatment Operator
62	Water Quality Control Officer
59	Cross Connection Control Inspector
59	Water Treatment Operator IV
57	Water Treatment Operator III
56	Senior Welder
53	Water Distribution Operator V
53	Water Quality Technician II
53	Water Treatment Operator II
52	Plant Mechanic II
52	Senior Equipment Operator
52	Welder
51	Water Distribution Operator IV
49	Water Distribution Operator III
49	Water Quality Technician I
48	Equipment Operator
47	Customer Service Field Technician
47	Line Maintenance Worker
47	Plant Mechanic I
47	Water Distribution Operator II
47	Water Meter Repair and Installation Technician
45	Customer Service Technician II

46	Water Meter Reader II
*A	Water Distribution Operator/Senior Equipment Operator
*A	Water Distribution Operator/Welder
43	Water Distribution Operator I
43	Water Meter Reader I
41	Customer Service Technician I
*B	Water Distribution Operator/Equipment Operator
39	Water Distribution Operator in Training

*A Ranges dependent upon certification as follows: 44/48/52/54/56/58

*B Ranges dependent upon certification as follows: 41/45/49/51/53/55

52	Senior Asphalt Worker
52	Senior Concrete Worker
52	Senior Equipment Operator
52	Senior Sign and Paint Worker
52	Senior Street Maintenance Worker
48	Asphalt Worker
48	Concrete Worker
48	Equipment Operator
48	Sign and Paint Worker
48	Street Sweeper Operator
41Y	Maintenance Custodian
40	Maintenance Worker

58	Solid Waste Route Supervisor
52	Senior Equipment Operator
52	Senior Solid Waste Truck Driver
48	Equipment Operator
48	Solid Waste Truck Driver
48	Street Sweeper Operator
42	Solid Waste Collector
41Y	Maintenance Custodian
40	Maintenance Worker