

2017-2020

**Mt. Shasta Police Department**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
OF MT. SHASTA AND THE MT. SHASTA POLICE OFFICERS'  
ASSOCIATION**

JULY 1, 2017 THROUGH JUNE 30, 2020

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the City of Mount Shasta, representatives of the City of Mount Shasta, hereinafter called "City", and the Mount Shasta Police Officers' Association represented by General Teamsters Local 137, as the Police Bargaining Unit, hereinafter called "Association", have met and conferred concerning the subject of wages, hours and other conditions of employment for employees in the Association.

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Police Bargaining Unit. It is understood that this agreement is not binding on the City until such time as it is ratified by the membership of the Association and the Mount Shasta City Council.

**ARTICLE I - GENERAL PROVISIONS**

**1. Recognition**

The City recognizes the General Teamsters Local 137 as the exclusive representative for all classified Police Officer positions for the City of Mount Shasta.

**2. Management Rights:**

The City retains all of its exclusive management rights and authority under state law, as well as the ordinances, rules and regulations of the City, which include but are not limited to:

- a. Determining the mission of the City's constituent departments, commissions, and boards.
- b. Establishing standards and levels of services.
- c. Determining the procedures and standards of selection for employment and promotions.
- d. Directing, supervising, and evaluating employees, and taking disciplinary action.
- e. Determining the methods and means to relieve employees from duty, due to lack of work or other lawful reasons.

- f. Maintaining the efficiency of governmental operations.
- g. Determining the methods and means, as well as numbers and kinds of persons by which government operations are to be conducted.
- h. Determining methods of financing.
- i. Determining the style and/or types of City-issued equipment to be used.

### 3. **Employee Rights:**

The Association recognizes that the City has, and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce, performing those services in all respects, subject to this MOU; provided, however that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

### 4. **Union Security**

- a. Except for temporary employees, every employee covered by this Memorandum of Understanding shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee shall tender, monthly, an agency fee in an amount equal to the amount of the monthly dues required of members; except that:
- b. Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in Union and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for City in a job classification not covered by this Memorandum of Understanding.
- c. Any employee who is or who becomes a member of Union shall, as a condition of employment, maintain the employee's membership in Union in good standing in accordance with its Constitution and Bylaws.
- d. The City shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in this section, and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.
- e. Deductions shall be made each pay-period and a check for the total monthly deductions shall be submitted to the General Teamsters Professional, Health Care and Public,

Employees Local 137 within five (5) working days after the end of each month. The City will notify the Union each month at the time of the dues transmittal to Union of any changes since the previous dues transmittal and the reasons therefore.

- f. Upon written request from the Union, the City shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.
- g. The form of payroll deduction authorization shall be approved by both the City and the Union.
- h. The City shall provide all new employees with Union membership application forms and payroll deduction authorization forms, on or before the first day of employment. Such materials will be furnished to the City by the Union.

**5. Use of City Facilities:**

With City approval, the Union may use certain City facilities for the purpose of Association activity as long as the City facility is returned to the same or better condition than when it was at the time the Union utilized said City facility, and said space does not interfere with the efficiency of the City operations.

**6. Bulletin Boards:**

The Union shall be provided reasonable designated space on City work area bulletin boards, including but not limited to electronic bulletin boards, should they become available, which do not interfere with the City's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

**7. Access to Employees:**

The Union or its official representative(s) may have access to Association employees during reasonable time periods of the workday so as to not interfere with the efficient operations of the City.

**8. New Classifications and Personnel Rules:**

The City will give written notice to the Union prior to any salary range adjustment to a class or any classification proposed to be removed from or included in the employees covered by this Memorandum of Understanding.

The City will give advanced notice to the Union of any proposed changes to the Personnel Policy, which may affect the employees represented by the Union.

Consistent with the provisions of the Myers-Milias Brown Act, (referenced above), the City will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

9. **Individual Rights:**

Neither the City nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an Association employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

10. **Probationary Appointment:**

Probationary appointments shall be made from an eligible list to a position that the City Council authorizes to be filled on a permanent basis, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become permanent appointed after successful completion of a probationary period.

The initial probationary period for new hires shall be twelve (12) months of continuous and compensated service measured from the anniversary date.

The probationary period for a permanent employee promoted to a higher-level classification shall be six (6) months of continuous and compensated service measured from the anniversary date. At the discretion of the Unit employee's supervisor, this probationary period may twice be extended up to three (3) months.

A permanent employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.

11. **Anniversary Date:**

An employee's Anniversary Date is the date of appointment to a particular classification position.

**ARTICLE II - COMPENSATION**

1. **Base Pay:**

Employees occupying classifications represented by the Association shall earn Base Pay within the ranges established by the salary schedule attached to this MOU as Exhibit A and incorporated by reference in full herein. This schedule shall be used by the City to establish an employee's exact Base Pay and base hourly rate of pay.

A one-time stipend of \$2000.00 was paid in December 2019.

2. **Regular Pay:**

An employee's Regular Pay shall include Base Pay, including Education Incentive Pay plus Longevity Pay. Regular Pay shall not include Call-Back Pay, Call-In Pay, Court Call-Back

Pay, Court Standby Pay, Overtime Pay, or Uniform Cleaning Reimbursement.

**3. Overtime Pay:**

Employees shall earn Overtime Pay for authorized time worked in excess of 80 hours during a 14-day work period, or in excess of their regularly scheduled shift of 8, 10, or 12 hours in a work day. Overtime Pay shall be earned at the rate of one and one-half times the employee's Regular Pay. Only those hours worked, vacation, compensation time off, holiday credit hours taken, sick leave, bereavement leave, funeral leave, jury duty hours served, and paid travel time may be used for overtime compensation within an 80 hours, 14 day work period.

**4. Compensatory Time Off:**

Compensatory time off shall be permitted in-lieu of overtime pay for overtime work as set forth below:

- a. In-lieu of overtime pay, employees may be allowed at their discretion to take compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- b. The Finance Department shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times.
- c. No department head shall authorize the earning of compensatory time off if the employee's net unused balance is greater than the statutory maximum which is currently two hundred forty (240) hours. When an employee is authorized to perform overtime work that would result in accrual of a net balance of compensatory time off in excess of the above limits, the employee shall be paid for that overtime work. On or before the end of the second pay period in June, the City shall buy back at the current rate of pay all accrued compensatory time off in excess of eighty (80) hours of each year. Payment for such buy back will be made in a separate check from the employee's regular paycheck.
- d. Compensatory time off shall be earned and used as authorized in writing by the department head.
- e. Upon termination from the classified service or City service, whichever occurs first, an employee shall be paid the value of unused compensatory time off, pursuant to the City of Mount Shasta Personnel Policy section 9.5.

**5. Call-Back Pay:**

When the employee is ordered to return to work after the employee has completed the employee's usual work shift, and has left the work site, the employee shall earn Call-Back Pay. An employee who has been called back shall earn Call-Back Pay in an amount equal to

a minimum of two hours of Overtime Pay or the Overtime Pay for the hours actually worked whichever is greater.

**6. Call-In Pay:**

When an employee is ordered to start work prior to the employee's usual shift, the employee will receive Call-In Pay in an amount equal to Overtime Pay for hours worked in excess of the usual shift.

- a. Officers who answer work related calls while off duty will be compensated at the rate of one hour of straight time at the officer's regular rate of pay. Calls related to scheduling transport, shift coverage, or other scheduling issues are not eligible for such compensation.
- b. Full-time Officers within the same pay grade will be called for overtime or other additional shifts in order of seniority.

**7. Court Pay:**

When an employee is off duty and is required to appear in court such employee shall earn Overtime Pay.

- a. Employee shall receive a minimum of two hours of Overtime Pay or the Overtime Pay for the hours actually in appearance whichever is greater, in the same manner as for Call-Back Pay.
- b. Employees subpoenaed are to be considered on court standby. If an employee is subpoenaed to appear in court while off duty, and the employee receives notice of cancellation of the subpoena at least 24 hours before the time for appearance, the employee shall not be eligible for court standby. If the employee receives notice of the cancellation at any time after this, the employee will earn Court Standby Pay in an amount equal to two hours of Regular Pay.

**8. Education Incentive Pay:**

In order to enhance the professionalism of the Police Department, and in recognition of individual employee's efforts to improve his/her job skills, the City will pay Education Incentive Pay as follows:

- a. Obtaining an Advanced POST certificate or a BA or BS degree from an accredited college or university in Criminal Justice Administration, Public Administration, or a field closely related to police work as determined by the City Manager which enhances the employee's ability to effectively perform his/her duties with the City shall increase the employee's base pay by 2.5%. No employee will be eligible for Education Incentive Pay until completion of continuous service of at least six months with the City. The education incentives provided for in this Subsection are not

cumulative.

- b. In addition to the above, the city will make a one-time payment of \$1000 to an employee who has or who obtains the Intermediate Post certificate or completes an AA or AS degree from an accredited college, junior college, or university in Criminal Justice Administration, Public Administration, or a field closely related to police work as determined by the City Manager. This incentive pay is cumulative for an officer who obtains both a degree and a certificate.
- c. Education Incentive Pay is only available, if the POST certificate or college degree certifies educational attainment greater than that which is required as a pre-requisite to appointment to the employee's current job classification.
- d. An eligible employee shall request Education Incentive Pay on a form approved by the City Manager.

9. **Longevity Pay:**

All employees covered by this MOU shall be eligible for Longevity Pay in an amount equal to 2.0 % of Regular Pay after ten consecutive years of service with the City, an additional 2.0% after 15 years of service, and an additional 2.0% after 20 years of service.

10. **Merit Increases:**

Upon approval of the City Manager and upon receiving a satisfactory evaluation, an employee who has obtained regular status shall receive a merit increase each year upon his/her anniversary date of hire, reclassification, or promotion until he/she reaches the top step of the salary range.

11. **Acting Assignments:**

The City may appoint an employee to act in a higher job classification (out of class) for a period of up to 12 consecutive months, or for a total of 12 months in any two consecutive fiscal years. The compensation for such an acting assignment shall be the rate for the first step of the higher classification or 5%, whichever is higher.

A five percent (5%) pay increase will be paid for all hours worked while performing the duties of:

- 1. Field Training Officer
- 2. Defensive Tactic Instructor
- 3. Range Master
- 4. Electronic Device Instructor

A two and one half percent (2 ½%) pay increase beginning May 18, 2020 will be paid for all hours worked while performing the duties of:

1. K-9 Officer

A two and one half percent (2 ½%) pay increase beginning May 18, 2020 will be paid for all hours worked while performing the duties of:

1. DARE Officer

12. **Payroll Deductions:**

The City hereby agrees to arrange for payroll deductions when requested by an employee for various items, as long as such programs are available through the City. Such payroll deductions shall include at least the following: deferred compensation, credit union, Association dues, additional life insurance, accident insurance, cancer insurance, long-term care insurance, short-term disability insurance and United Way. Payroll deductions, other than taxes, will be made as semi-monthly deductions on the first two pay periods of each month.

**ARTICLE III - WORK PERIOD**

1. **Employees' Work Period:**

Pursuant to the 7(k) exemption of the Fair Labor Standards Act, the customary work period for sworn employees shall consist of eighty (80) hours over fourteen (14) days commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday, fourteen (14) days later.

2. **Shift Schedule:**

In addition to a standard two 5 day/8 hour shifts schedule in a work period; with the agreement of the affected employees and the Police Chief, employees may also work two 3 day/12 hour shifts plus one eight-hour shift on alternate weeks, or two 4 day /10 hour shifts.

3. **Shift Differential**

A five percent (5%) shift differential will be paid for all hours worked between the hours of 7:00 PM (1900 hours) and 7:00 AM (0700 hours).

4. **Pay Date:**

The Pay Date for employees shall be alternate Thursdays, unless both Monday and Tuesday of that week are holidays, in which case the Pay Date shall be the next Friday. Employees shall receive pay for hours worked, plus earned overtime on each pay date.

5. **Training Attendance:**

Employees attending approved training sessions shall earn Regular Pay if the training is held during the employee's usual work shift. Employees attending approved training sessions will

receive Overtime Pay for hours spent in training in excess of their scheduled work day or in excess of a total of 80 hours in a work period.

## **6. FLSA Compliance:**

In areas where this MOU is silent, the City agrees that overtime compensation shall be based on the regular rate of pay in accordance with the Fair Labor Standards Act (hereinafter “FLSA”), and this MOU will be otherwise interpreted and applied in compliance with the FLSA.

## **ARTICLE IV - BENEFITS**

### **1. Health Insurance:**

The City shall provide a “Flexible Benefit Cafeteria Plan” for health insurance benefits, which will include medical, dental, and vision coverage pursuant to IRS Code Section 125.

- a. The City agrees to a monthly CAP on contributions in the amount of One Thousand Dollars (\$1000.00) per eligible employee. The City agrees to pay into the Northern California General Teamsters Security Trust Fund, Plan E, H.S.A., for its employees. The current monthly rate as set by the Trustees for Plan E, H.S.A. which has a tiered rate structure, for which the City agrees to pay up to the CAP. These payments shall secure medical, drug, dental, vision and orthodontia for the employee and his/her dependents, and shall be subject to the provisions of the existing Trust Agreement.
- b. Eligible employees, with respect to whom such monthly payments are required to be made, means: All employees covered by this Agreement who are on the payroll of the City in the month for which payment is made, with no minimum restrictions on hours the first month after 90 calendar days of employment.
- c. In the event it is determined by the Trustees of the aforementioned Plan, that, in order to maintain the current level of benefits, an increase in premiums is necessary, the City will pay the increase up to the CAP for the term of this Agreement as indicated in Section A above. Employees will be responsible for any amount over the CAP by payroll deduction.
- d. The City agrees to implement an IRS 125 Plan for all Teamster employees. However, this plan will be at no cost to the City.
- e. Plan E H.S.A. has an annual open enrollment period allowing employees to “opt in” and “opt out” or change tier levels. These changes may be made at any time with a “qualifying event”.
- f. The City agrees to “frontload” the employee and employer H.S.A. account contribution in January of each year and remit the health insurance premiums for each participating employee monthly thereafter. All employees participating in Plan E and thereby participating in the H.S.A. must sign an H.S.A. Frontloading Agreement.

- g. The frontloading of the employee and employer H.S.A. account contributions in January of each year may result in a reduction of revenue to the City. This reduction would be equal to the difference in the interest that would have been earned on the frontload amount had it been paid out monthly instead of a lump sum at the beginning of the year. This reduction in revenue shall be calculated each year based on the interest rate of the Local Agency Investment Fund at the time the frontload is paid by City, and shall be reimbursed to City from funds in the pooled cap.
- h. In July of each year an analysis of actual year to date and projected costs for the remainder of the calendar year to the required City contribution for participating employees will be completed by the City. If the cost of premiums and H.S.A. contributions are projected to exceed the available pooled cap per Item 1a of this agreement, payroll deductions will commence in July with allocation of the excess cost shared equally. If the cost of premiums and H.S.A. contributions are projected to be less than the pooled cap, the difference shall be placed into a designated reserve for utilization by participants as a pooled group towards future health insurance costs.
- i. A second cost analysis will be completed in November of each year based on actual experience and the impact of any premium increases to be effective on January 1 of the following year. If the cost of premiums and H.S.A. contributions are projected to exceed the available pooled cap per Item 1a of this agreement, payroll deductions will be adjusted in December with allocation of the excess cost shared equally by employees. If the cost of premiums and H.S.A. contributions are projected to be less than the pooled cap, the difference shall be placed into a designated reserve for utilization by participants as a pooled group towards future health insurance costs.
- j. Payroll deductions will be based on annual costs with monthly deductions for each employee calculated based on the number of payroll checks to be received by the employee.
- k. As employees who are Medicare eligible are no longer eligible for a Health Savings Account (per IRS guidelines), the City agrees to pay directly to the employee in a lump sum payment the same amount that would fund their appropriate deductible. This payment shall be issued in January of each year, or the month the employee originally becomes eligible for Medicare.
- l. Employees who are newly hired after January 1 shall not have their H.S.A. contributions frontloaded. Once eligible for benefits, the City shall make appropriate deposits to their H.S.A. account on a monthly basis equivalent to the months of eligibility for that year.
- m. The City will report H.S.A. contributions on year end W-2 statements issued to employees as required by IRS regulations and will evaluate classifications and reporting of future employee deductions for costs in excess of the City cap contribution as premiums or H.S.A. contributions as prescribed by IRS regulations.

- n. Employees must notify the City of their intent to participate in additional voluntary contributions to their H.S.A. account via payroll deductions at least 30 days prior to the commencement of such deductions utilizing the prescribed enrollment form.

During the term of the agreement, the City and the Union will continue to explore Health and Welfare options that may, by mutual consent, be implemented during the term of the agreement.

**2. Uniforms and Safety Equipment:**

The City will be responsible for acquiring and maintaining all safety equipment and providing initial uniforms which have been designated as standard issue. Any upgrades to standard issue safety equipment may be acquired by the employee. Safety equipment shall include: rain gear, snow gear, and second chance (or similar) bullet proof vests.

The City will provide a yearly uniform allowance of \$480.00 to be paid on or close to December 1<sup>st</sup>.

The Police Department will provide a secure area within the Police Station for uniform changes.

The City will provide each patrol unit with a Samsung Galaxy S6 or state of the art cellular telephone, totaling five (5) dedicated cellular telephones for patrol units.

**3. Reimbursement for Lost or Damaged Property:**

- a. When uniform and equipment items authorized by the Police Department are lost or damaged on duty, other than by normal wear and tear, the City shall replace the items or reimburse employees for the lost or damaged item at full value. All claims shall be filed in writing, verified by the employee's immediate supervisor, and approved by the Police Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's negligence, malfeasance or misfeasance.
- b. Sworn Personnel. The City agrees to reimburse sworn employees for personal property required by the City to be used on duty that is lost or damaged on duty up to \$250.00 per claim. The Association shall develop a list of personal property subject to the reimbursement to be approved by the Police Chief. All claims shall be filed in writing, verified by the employee's immediate supervisor, and approved by the Police Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's negligence, malfeasance or misfeasance.

**4. Mileage Reimbursement:**

If an employee is required to use his/her own vehicle for authorized travel, the City will reimburse the employee in an amount equal to the miles driven times the current IRS rate for mileage reimbursement.

**5. Retirement:**

Retirement benefits are provided through the City 2% at 50 benefit plan contract with the PERS. A second retirement tier of 2.7% at 57 through PERS shall be effective for those employees hired on or after January 1, 2013. Effective July 1, 2015, all employees shall begin paying their PERS member contribution, on a pre-tax basis, through payroll deduction: 9% for employees hired before January 1, 2013 and 11.5% for employees hired on or after January 1, 2013.

If an employee is an established PERS member hired on or after January 1, 2013, with a break in service from his/her previous employer of less than six months, the employee shall pay their PERS member contribution of 9% on a pre-tax basis through payroll deduction, in accordance with the PERS Reform Act of 2013.

There shall be no mandatory retirement age from City service.

**6. Meals:**

Employees required to work more than six hours on snow removal towing duty or more than six hours beyond a normal shift shall be entitled to a hot meal at the city's expense between the fourth and sixth hour of every such period.

**7. California State Disability**

The City shall enroll employees in California State Disability Insurance at the soonest possible date determined by State Disability.

**ARTICLE V – LEAVES**

**1. Holiday Leave:**

The following holidays are recognized holidays. On such holidays, employees shall earn eight hours of holiday leave time. Employees may choose to receive pay for those eight hours at their regular pay rate in addition to one and one-half (1 ½) times the employee's regular pay for all hours worked on a recognize holiday. Employees may utilize the eight hours of leave time with the approval of the Police Chief in the same manner as for CTO, or accrue the holiday leave time up to a maximum of 80 hours.

1. January 1, New Year's Day;
2. The third Monday in January, M.L. King Day;
3. The third Monday in February, Presidents Day;
4. The last Monday in May, this is the legal observance of Memorial Day;
5. July 4, Independence Day;
6. The first Monday in September, Labor Day;
7. The second Monday in October, Columbus Day;
8. November 11, Veterans Day

9. The fourth Thursday in November that is the legal observance of Thanksgiving.
10. December 24, Christmas Eve
11. December 25, Christmas Day; and
12. The employee's birthday
13. and any day appointed by the President of the United States or the Governor of this State as a special one-time-only holiday.

If a holiday falls upon a Sunday, the Monday following shall be a holiday, if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

**2. Vacation Leave:**

Employees shall accrue Vacation Leave as follows:

- |   |   |
|---|---|
| Up to 2 years of service:                   | 10 days Vacation Leave per year                                       |
| Over 2 years and up to 12 years of service: | 1 additional day of Vacation Leave per year for each year of service. |
| Over 12 years:                              | 20 days Vacation Leave per year                                       |

Employees accrue Vacation Leave on a bi-weekly basis in conformance with the table set forth above, until a maximum of two years at the applicable rate of earning is accumulated.

Employees are eligible to use accumulated Vacation Leave upon accrual. Vacation Leave must be approved in writing by the Police Chief or his/her designee at least 72 hours in advance. Such approval shall not be unreasonably withheld. The Police Chief, in his/her sole discretion, may waive the 72-hour requirement, provided that adequate coverage can be maintained without having to pay overtime to any other employee.

Employees who leave City service and have accumulated Vacation Leave will be reimbursed in full for the accumulated amount as a part of their final paychecks.

**3. Sick Leave:**

Sick leave is a benefit granted to regular employees who are probationary or permanent. Sick leave shall in all instances be granted subject to the following terms:

- a. An employee shall accrue sick leave at the rate of one (1) eight-hour day per month prorated on a bi-weekly basis, in the same manner as currently administered.
- b. The employee must notify the appropriate authority prior to taking sick leave pursuant to the City of Mount Shasta Personnel Policy 12.3 through 12.4.

**4. Sick Leave Payoff:**

Upon retirement, an employee shall be paid twenty-five percent (25%) of any accrued, unused sick leave up to a maximum of 480 hours, or elect to convert all accumulated sick leave as additional retirement service credit up to a maximum of one year per the provisions of PERS Section 20965.

#### **5. Non-Family Medical Leave Act Absences:**

If a leave does not qualify under FMLA, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

- a. Leaves shall be granted by the City Manager.
- b. A request for medical leave under the provisions of this section requires written medical verification by a qualified medical provider and must be provided in writing to the City Manager.
- c. The City will continue to make available group health benefits. The employee is responsible for timely payment of his/her share of the premium.
- d. The City reserves the right to deny such a leave and to deny the extension of such a leave.
- e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- f. An employee unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to City employment.

#### **6. Worker's Compensation Leave:**

A Workers Compensation leave of absence may be granted by the City Council to Association employees who are on authorized worker's compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the City will continue to make available flexible benefit plan payments during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the City. An employee on worker's compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

#### **7. Disability Leave:**

An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed twelve weeks inclusive in the FMLA provisions, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without

compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by city-paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- a. The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- b. The City will work with an employee submitting an application for disability retirement for the employee under Government Code section 21023.5, to the extent it is in the mutual interest of the City and the employee; or
- c. The employee may be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

#### **8. Maternity Leave:**

If a doctor certifies that an employee is disabled due to pregnancy, childbirth, or related medical conditions, the employee shall have a right to maternity leave not to exceed four months consistent with California Pregnancy Disability Leave Law and the City of Mt. Shasta Personnel Policy, Section 12.7. In all other respects, maternity leave shall be granted on the same terms as disability leave. An employee who plans to take maternity leave shall be required to give the appointing authority reasonable notice of the anticipated date and duration of leave.

#### **9. Jury and Witness Leave:**

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- a. The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the City.
- b. If called as a witness in litigation in which the City is a party, or to testify in an official capacity as a City employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the City.

#### **10. Military Leave:**

Military leave shall be granted in accordance with Federal and State laws, provided that the appointing authority is given a copy of the military orders and has, within the limits of military regulations, an opportunity to determine when such leave shall be taken.

## **11. Bereavement Leave:**

If a death occurs in the employee's family and the deceased is the employee's mother, father, spouse, registered domestic partner, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, or step relationship as listed above, the employee may take time off to attend the funeral and/or pre-burial activities. The employee may take up to forty (40) hours of bereavement leave in a calendar year adjacent to the funeral and shall receive compensation at the employee's regular rate of pay. If an employee must miss more than forty (40) hours, the employee may use accrued vacation or compensatory time off, or may request a leave of absence without pay. The City may request adequate verification. Any unused hours of bereavement leave shall not roll over to the following calendar year.

## **ARTICLE VI - ASSOCIATION RELEASE TIME AND NO STRIKE**

### **1. Release for Association Business:**

The City agrees that the Association may designate up to two Association representatives and two alternates who shall be granted reasonable release time from scheduled duties without loss of pay and benefits to prepare for and meet with City representatives during the "meet and confer" process. The Association shall provide the City the name and Classification of each such representative and alternate, and may change the designated representatives and alternates at any time, so long as the total number of designated representatives and alternates governed by this Section does not exceed four. The date, time, and number of hours permitted for City-paid Association business shall receive prior approval by the City Manager. No more than two employees would be permitted to participate in meet and confer sessions on City time, without the prior approval of the City Manager.

### **2. No Strike/Work Stoppage:**

- a. The Association agrees that during the term of this MOU, the Association and its officers, agents, or members shall not engage in any concerted strike, sympathy strike, work stoppage, slowdown, obstructive picketing, or concerted interference with the operations of the City, or other concerted refusal or failure to fully and faithfully perform job functions and responsibilities
- b. The Association agrees to make every effort to induce its officers, agents, or members not to engage in any of the activities prohibited in this Article, and to actively take affirmative action to cause these persons to cease such activities.
- c. City agrees that nothing in this Article is intended to prevent the Association, its officers, agents, or members from exercising any rights guaranteed by federal or state law.

## **ARTICLE VII - GRIEVANCE AND DISCIPLINARY PROCEDURE**

### **1. Grievance Procedure:**

A. Definition:

A grievance shall be defined as a claim by an employee, group of employees, or recognized employee organization of an alleged violation, misinterpretation, or misapplication of any employer-employee relations resolution, any memorandum of understanding with an employee association, or any written City ordinances, rules, regulations, policies or procedures relating to wages, hours, or other terms and conditions of employment, excluding disciplinary matters that are applicable an the employee.

B. Basic Rules:

1. Any employee, employee group or recognized employee organization may file a grievance without fear of reprisal.
2. The grievant must specify the relief sought.
3. The grievant or his/her representative shall be granted reasonable use of City time and facilities in the processing of his/her grievance after it has been submitted.
4. Time limits may be extended by mutual consent, in writing.
5. Failure by a grievant to file any statements or appeals within the specified time limits, unless extended, constitutes an abandonment of the grievance.
6. The City designee responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
7. Two or more employees with a common grievance may initiate a single proceeding, but one member shall be designated for processing the grievance.
8. At any stage of the grievance procedure from Department Head and above, employees may be represented by one agent of their recognized employee organization.
9. At any stage of the grievance, the employee may withdraw the grievance by giving written notice to the Department Head or the City Manager, provided that if the employee has chosen to be represented by an Agent said Agent shall also concur, which shall then become a permanent part of the Personnel Department's records.
10. If the employee considers the answer to his/her grievance to be satisfactory, then the matter will be closed and the resolution documented in the Personnel Department's records. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

11. Filing of a grievance shall in no way interfere with the right of the City to proceed in carrying out its management responsibilities subject to the final determination of the grievance. Grievant (s) shall continue to perform all duties and assignments pending final determination, unless unsafe conditions exist.

C. Procedure:

There shall be an earnest effort on the part of both parties to resolve grievances promptly at the lowest supervisory level consistent with fairness and equity.

**Step 1 - Informal Discussion with Supervisor**

Employee must discuss his/her allegation of a grievance with his/her immediate supervisor on an informal basis within twenty (20) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than six (6) months from the action claimed as its basis, regardless of the date of discovery. If the grievance directly involves the immediate supervisor, the grievant may go directly to the next higher level of supervision who shall process the grievance. Within seven (7) working days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

The preceding requirement is not intended to restrict an employee's right to take any issue regarding discrimination, harassment, whistle-blowing, or any other legally protected right directly to any management level, or to the City's Employee Protection Line.

**Step 2 - Formal Written Grievance**

Employee will initiate the formal grievance by submitting a written statement fully detailing the facts surrounding the grievance, the provisions of agreements or policies alleged to have been violated, and the proposed relief being sought. This formal grievance will be submitted to the Department Head in charge within seven (7) working days after receipt of the immediate supervisor's informal response, or failure to respond within the time limit. The Department Head shall, within seven (7) working days, deliver a decision, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within this time limit, the employee may initiate Step 3 of the grievance procedure.

Except as already provided in Step 1 where a supervisor is directly involved in the matter of grievance, in the event there are additional levels of supervision between the employee's immediate supervisor and the Department Head, this step of the process may be required by the Department Head to be first initiated at an intermediate supervisor level, but not more than one time.

**Step 3 - Review by the City Manager/Personnel Director**

The employee may initiate Step 3 by filing an appeal, in writing, with the City Manager within seven (7) working days after receipt of the Department Head's decision, or from the expiration of the time limit for a decision. The City Manager may elect to utilize the services of the Personnel Officer in responding to the grievance. The City Manager shall, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee to review the grievance. The City Manager will deliver a decision in writing to the employee within seven (7) working days of this meeting. If the employee is not satisfied with the decision, has not received an answer within seven (7) working days of the filing of the appeal, or no meeting with the City Manager has taken place within ten (10) working days of the filing of the appeal he/she may initiate Step 4.

**Step 4 - City Council's Final Decision**

The employee may initiate Step 4 by filing an appeal to the City Council, in writing, with the City Clerk within ten (10) working days from receipt of the City Manager's response, or failure to respond within the time limits. The City Council may, at its discretion, refuse to hear the grievance in which case, it shall present a written response as to its reasons to the grievant within fifteen (15) days, and the City Manager's decision shall be final. The City Council may choose to accept the grievance, in which case, both the City Manager and the grievant or his/her representative may make their presentations to the City Council. The City Council will deliberate the grievance and, within fifteen (15) days after hearing presentations on the grievance, arrive at a decision which shall be final and binding. In extraordinary circumstances, the City Council, at its sole discretion, may appoint a special panel or engage a hearing officer to hear the grievance and make a recommendation or render a final decision.

**2. Discipline Procedures:**

Each Department Head shall have the right to discipline or recommend to the City Manager for discipline any employee subject to his/her jurisdiction for any reason which is in the best interests of the City. Causes for disciplinary action include, but are not limited to, misconduct, dishonesty, insubordination, incompetence or inefficiency, failure to perform duties, conviction of crimes of moral turpitude, repeated and unexcused absences, abuse of sick leave privileges, abandonment of position, offering or accepting anything of value in exchange for receiving or granting special treatment in connection with an employee's position, violation of personnel rules or departmental rules, or any other serious offense related to employment with the City of Mt. Shasta. Such discipline may include but not be limited to reprimand, suspension, demotion, reduction in compensation, or termination.

A. For written reprimands steps 1-6 shall be followed.

1. The immediate supervisor shall meet with an employee to discuss proposed disciplinary action after notifying the employee in writing that such a meeting is being held for the purpose of ascertaining whether disciplinary action is appropriate.
2. After any meeting or meetings held under paragraph A.1, the supervisor shall notify

the employee within five (5) working days of any proposed disciplinary action by written notice containing the following information:

- a. A clear and concise statement of the reasons for such action, including the acts or omissions, and rules or policies violated, if any, on which the disciplinary action is based.
  - b. A description of the proposed action to be taken and the date it will be effective.
  - c. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
  - d. A statement that a copy of the materials upon which the action is based is attached.
  - e. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
3. If the employee agrees with the proposed discipline, it shall be forwarded to the Department Head, who shall meet with the employee within seven (7) working days to confirm the disciplinary action.
  4. If an employee wishes to formally appeal a written reprimand, the employee shall submit a written request to his/her Department Head within ten (10) days of receipt of the memorandum or the written notice of paragraph 2.
  5. The Department Head shall meet with the affected parties within (10) working days of receipt of a formal appeal, and render his/her final decision within ten (10) working days thereafter. The employee shall have the right to submit a written response to the reprimand which shall also be placed in the employee's personnel file.

B. For suspensions of one (1) or more days, demotions, reduction in compensation, or terminations, Steps 1-4 under paragraph A. above shall be followed. However, an employee may be placed on administrative leave with pay when exigent circumstances exist that require immediate removal from duty. In addition to steps 1-4 under paragraph A., the additional steps below shall be followed for suspensions of one (1) or more days, demotions, reductions in compensation, or terminations:

1. If after completing step 2 or 4, a supervisor makes a recommendation to the Department Head for suspension for one (1) or more days, demotion, reduction in compensation, or termination, and the Department Head determines such discipline may be warranted, the Department Head shall provide the employee with written Notice of Intent to impose disciplinary action either hand-delivered or mailed certified to the employee's last known address reflected in the personnel records if the employee is not available at the job site. The Notice of Intent shall include the following information:

- a. Specific charges set forth in separate counts, describing the conduct underlying each count.
  - b. A separate recommendation of proposed discipline for each charge and the date it will be effective.
  - c. A statement that the employee has been provided all of the materials considered by the Department Head in recommending the proposed discipline.
  - d. An opportunity to respond orally or in writing, or both, to the Department Head within seven (7) days of receiving the Notice of Intent.
  - e. A statement that the employee has a right to be represented by an agent of his/her employee organization.
  - f. A statement that the employee has a right to appeal the Department Head's decision to the City Manager.
2. If after reviewing the employee's response to the Notice of Intent, or lack of response, the Department Head determines to implement discipline beyond a written reprimand, he/she shall deliver to the employee written notice of such action. Employee may appeal the decision of the Department Head concerning the disciplinary action to the City Manager, by written notice, within seven (7) days of receiving the Department Head's decision.
3. The City Manager shall within ten (10) days after receipt of an appeal notice, schedule a date for an appeal hearing to provide an opportunity for the employee or his/her representative to present additional evidence or statements prior to making a decision as to whether to uphold, modify in whole or in part, or overrule the Department Head's recommendation.
4. If the employee is not satisfied with the City Manager's decision he/she shall have a further right of appeal to the City Council, which shall be exercised by written notice to the City Clerk within ten (10) days. The City Council may hold an appeal hearing itself, or may appoint a hearing officer who shall conduct an administrative hearing. The City Attorney or designee shall reach agreement on selection of the hearing officer with the employee and the employee's representative prior to making the appointment. The hearing officer shall be a neutral party from outside the organization.

The fees and expenses of the hearing officer and court reporter shall be shared equally among the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other except as provided by law.

A party requesting a transcript to the hearing shall bear the cost thereof. The hearing officer shall make a recommendation to the City Council to sustain, modify, or reverse the disciplinary decision. A copy of the recommendation will be given to the employee. The City Council will issue a final decision within fifteen (15) working days of receiving the recommendation, and may, but is not required, to accept the hearing officer's recommendation.

In the case of police officers, this procedure does not abrogate or diminish any rights or protections afforded an officer by the Peace Officers Bill of Rights.

This procedure does not constitute a waiver of the employee's right to request a review of the City's decision in a court of law pursuant to Code of Civil Procedures Section 1094.5 that is filed within ninety (90) days of the final decision.

### **3. Abandonment or Resignation:**

An employee shall be deemed to have abandoned his/her position if the employee fails to show up for work and perform his/her duties or fails to otherwise notify his/her supervisor for three (3) consecutive work days. The City shall mail notice to the employee which informs the employee that he/she will be deemed to have resigned from his/her employment with the City unless said employee returns to work and performs his/her duties within one (1) work day of personal delivery of notice or within two (2) work days of mailing by overnight mail to the employee's last known address.

The intent of any employee to resign his/her employment shall be submitted in writing to his/her Department Head, given a minimum of ten (10) working days notice. The resignation is effective upon delivery by the employee and is deemed irrevocable upon receipt provided, however, the City Manager may at his/her sole discretion and authority, permit an employee to withdraw the employee's resignation.

## **ARTICLE VIII – MISCELLANEOUS**

### **1. Catastrophic Leave Transfers (Paid Disability Leave):**

An Association employee eligible for a non-paid disability leave may be placed on a paid disability leave provided the City receives written leave transfer pledges from other employees with sufficient paid leave balances to allow a transfer of credits to an employee authorized such leave. An employee on a paid disability leave shall continue to receive City contribution to the health plan. A paid disability leave shall be subject to the following:

- a. Leave requests may be approved in writing by the requesting employee's department head in an increment of up to 90 days with additional incremental extensions.
- b. City employees may pledge accrued leave in a manner, form and time prescribed by a policy established by the City and the Union.
- c. An employee may voluntarily pledge accrued leave transfers up to the following

maximums:

1. All of the donor's accrued compensatory time off;
2. Accrued vacation time provided that the donor retains a balance of one year's accrual.
3. Sick leave accrual provided the donating employee retains ten (10) days of sick leave for himself or herself.

**2. Creation of Job Descriptions:**

With the completion in 2005 of formal professional classifications, the City has developed comprehensive job descriptions for the represented classifications that reflect the current responsibilities and duties associated with each classification. The City agrees to further review them with the Union as determined to be necessary, with the understanding that the City reserves its right to create and modify such job descriptions subject to Union rights regarding wages and working conditions.

**3. Furlough Rule:**

The City reserves the right to furlough an employee or group of employees, without pay, pursuant to the City of Mt. Shasta Personnel Policy 9.25.

The appropriate application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

**4. Re-Opener Clause:**

In the event any other city bargaining unit receives any increase to their salary or benefits greater than what the Police bargaining unit receives during the term of this memorandum of understanding; the City agrees to open the contract to discuss salary and/or benefit increases.

**ARTICLE IX - GENERAL TERMS**

**1. Term of Memorandum of Understanding:**

The term of this MOU shall be from July 1, 2017, through June 30, 2020, unless the term is extended by mutual agreement by the Association and the City.

**2. Severability:**

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.

**3. Full Understanding:**

The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions. All topics raised during the meet and confer process leading to this agreement that are not included or referenced herein are deemed withdrawn. In all matters not specifically set forth in this agreement that involve conditions of employment that could be the subject of this agreement the City of Mt. Shasta Personnel Policy adopted July 9, 2012 as amended shall govern subject to the Associations right to grieve any such provision that could adversely affect an employee.

**4. Savings Clause:**

In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection. In the event any other city bargaining unit receives any increase to their salary or benefits greater than what this unit receives during the term of the memorandum of understanding; the City agrees to open the contract to discuss salary and/or benefit increases. Otherwise, the parties are cognizant of the fact that various items within the scope of negotiation are not included herein and each party specifically waives the right to negotiate on any of such topics not included herein.

5. **Signatures:**

Signed and agreed to this, \_\_\_\_\_ 2020.

City of Mount Shasta :

General Teamsters Local 137:

\_\_\_\_\_  
John Stackfleth, Mayor

\_\_\_\_\_  
Heather McFall, Business Agent

\_\_\_\_\_  
Bruce Pope, City Manager

\_\_\_\_\_  
Chris Stock, Shop Steward

*Exhibit A - Salary Schedule*

Position Title	Hourly Salary Range					Longevity			
	A	B	C	D	E	2% 10 yr	4% 15 yr	6% 20 yr	
City Manager	Contract								
Police Chief	33.45	34.28	35.12	35.96	36.79	37.53	38.26	38.99	
Director of Finance	33.45	34.28	35.12	35.96	36.79	37.53	38.26	38.99	
Dir. Of Public Works	30.27	31.03	31.79	32.55	33.30	33.97	34.63	35.30	
Fire Chief	29.52	30.25	31.00	31.73	32.47	33.12	33.77	34.41	
Police Lieutenant	27.80	28.49	29.18	29.88	30.57	31.18	31.79	32.41	
Police Sergeant	24.53	25.14	25.76	26.38	26.99	27.53	28.07	28.61	
w/advanced	25.14	25.78	26.41	27.03	27.65	28.20	28.75	29.31	
Police Patrol Officer	20.87	21.40	21.92	22.44	22.96	23.42	23.88	24.34	
w/advanced	21.40	21.93	22.46	23.00	23.53	24.00	24.47	24.95	
Probationary Patrol Officer	18.97	(a 12 month, 1-step position)							
Community Services Liaison	18.85	19.32	19.79	20.26	20.74	21.14	21.56	21.97	
Records Manager/Dispatcher	19.38	19.86	20.34	20.83	21.32	21.74	22.16	22.59	
Communications Dispatcher	15.75	16.15	16.54	16.93	17.33	17.68	18.02	18.37	
On-Call Dispatcher	15.28 + diff.			16.04 + diff. (after 4 years)					
Probationary Dispatcher	14.32	(a 12 month, 1-step position)							
Assistant Fire Chief	21.01	21.55	22.08	22.61	23.13	23.59	24.06	24.52	
Fire Captains & Lieutenants	35.00								

Fire Fighters	15.00 (part-time seasonal)								
Public Works Supervisor	23.75	24.35	24.94	25.53	26.13	26.65	27.17	27.69	
Wastewater Plant Lead Operator	20.12	20.62	21.12	21.62	22.13	22.57	23.02	23.46	
Public Works Leadperson	19.23	19.71	20.19	20.67	21.14	21.57	21.99	22.42	
Wastewater Plant Operator	18.80	19.27	19.74	20.22	20.68	21.09	21.50	21.92	
Public Works Maintenance	17.69	18.14	18.57	19.01	19.46	19.85	20.24	20.62	
Senior Mechanic	18.80	19.27	19.74	20.22	20.68	21.09	21.50	21.92	
Operator in Training	16.45	(a 12 month, 1-step position)							
Finance Tech – Payables/HR	21.87	22.41	22.96	23.51	24.05	24.54	25.02	25.50	
Admin Assist/Deputy City Clerk	19.31	19.80	20.28	20.76	21.25	21.66	22.09	22.52	
Finance Tech – Receivables	17.26	17.69	18.13	18.55	18.98	19.36	19.75	20.12	
Clerk/Cashier	14.82	15.20	15.57	15.93	16.31	16.64	16.96	17.29	
City Planner	27.03	27.71	28.39	29.06	29.73	30.32	30.93	31.52	
City Building Inspector	Contract								