



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Receive General Services Unit Memorandum
of Understanding (MOU) 1992-1995

MEETING DATE: June 2, 1993

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council receive for filing the
General Services Unit's Memorandum of Understanding
(MOU) 1992-1995.

FUNDING: N/A

Respectfully submitted,

Jerry L. Glenn
Assistant City Manager

JLG/vc

APPROVED

THOMAS A. PETERSON
City Manager



recycled paper

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

GENERAL SERVICES UNIT

1992 - 1995

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MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

GENERAL SERVICES UNIT

July 6, 1992 - July 2, 1995

ARTICLE I - EMPLOYEE REPRESENTATION

1.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the San Joaquin Public Employees' Association (hereinafter referred to as SJPEA) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. Except as specifically modified by this Memorandum, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect until a mutual agreement has been reached and implemented.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the SJPEA. Those classifications are as follows:

- . Account Clerk
- . Accounts Collector
- . Administrative Aide
- . Administrative Clerk I
- . Administrative Clerk II
- . Administrative Clerk III
- . Animal Control Officer
- . Assistant Animal Control Officer
- . Assistant Engineer
- . Associate Civil Engineer
- . Assistant Planner
- . Associate Planner
- . Associate Traffic Engineer (Contract)
- . Building Inspector I
- . Building Inspector II
- . Buyer
- . Civil Engineering Assistant
- . Clerical Trainee
- . Crime Analyst
- . Data Processing Operator
- . Data Processing Operations Specialist
- . Data Processing Programmer/Analyst I
- . Data Processing Programmer/Analyst II
- . Department Secretary
- . Engineering Assistant.
- . Engineering Technician I
- . Engineering Technician II
- . Engineering Tech Superv.
- . Junior Engineer
- . Junior Planner
- . Librarian I
- . Librarian II
- . Library Assistant
- . Meter Reader
- . Police Records Clerk I
- . Police Records Clerk II
- . Police Records Clerk III
- . Parking Enforcement Assistant
- . Public Works Inspector I
- . Public Works Inspector II
- . Purchasing Assistant
- . Recreation Aide
- . Senior Account Clerk
- . Senior Building Inspector
- . Senior Engineering Tech.
- . Senior Library Assistant
- . Senior Storekeeper/Buyer
- . Storekeeper
- . Supervising Admin. Clerk
- . Telephone Operator

1.2 The City shall grant dues deduction to City employees who are members of the SJPEA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution".

The SJPEA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the SJPEA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

- 1.3 For purposes of continued certification of SJPEA as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with SJPEA for the life of this memorandum except that any unit employee may withdraw from membership not earlier than ninety days (90) days nor less than sixty (60) days before the expiration of this memorandum. Such withdrawal must be in writing and delivered to the Personnel Office. A copy of the request shall be forwarded to SJPEA upon receipt in the Personnel Office.
- 1.4 SJPEA will have the right to use City facilities for union meetings subject to advance notice and availability
- 1.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.

ARTICLE II - GRIEVANCE PROCEDURE

- 2.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the SJPEA and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

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A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the SJPEA involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in the procedure, the term "PARTY" means an employee, the SJPEA, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

2.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

- (a) Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by the SJPEA and the City.
- (b) Discharge, demotion, suspension, or discipline of an individual employee.
- (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.
- (d) Disputes which may be of a "class action" nature filed on behalf of the SJPEA or the City. Class action grievances shall be in writing from the SJPEA to the City Manager or vice versa.

2.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.

2.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.

2.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.

2.6 STEP FOUR: If a Grievance is not resolved in Step THREE, STEP FOUR shall be referral by either party to the Personnel Board of Review. STEP FOUR shall be initiated within twenty (20) work days of the answer to STEP THREE. Within ten (10) working days of the receipt of appeal, the Board shall schedule a closed hearing. Within ten (10) working days after the hearing, the Board shall submit a statement of findings and such recommendations for settlement to the City Manager, the employee, and the SJPEA. The finding of the Board shall be binding on both parties.

For purposes of this procedure the Personnel Board of Review shall be constituted as follows:

1. The City Clerk shall submit the names of seven persons applying for positions to the Personnel Board of Review to both parties. The only qualifications needed to serve on the board shall be that they are registered voters of the City, not presently or formerly elected officials or employees of the City nor are related to a present or former elected official or employee of the City.

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2. If there are not seven persons on the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies). If there are more than seven names, seven names will be drawn by lot.
 3. Both the SJPEA and the City will select a representative from the list of seven to serve on the three person panel. The two persons selected shall select a third member from the list, either by agreement, lot, striking names, or any other means upon which the two can agree.
- 2.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.2, 2.3, 2.4, 2.5, or 2.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2.8 An employee may represent himself or herself at any step of the Grievance Procedure.

ARTICLE III - SAFETY

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- 3.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

ARTICLE IV - VACATION LEAVE

4.1 Vacation shall be earned in accordance with the following schedule:

| | |
|-------------------------|--|
| 0 through 5th year: | 3.08 hours per pay period (10 days per year) |
| 6th through 11th year: | 4.62 hours per pay period (15 days per year) |
| 12th through 14th year: | 5.24 hours per pay period (17 days per year) |
| 15th through 20th year: | 6.16 hours per pay period (20 days per year) |
| 21st year: | 6.47 hours per pay period (21 days per year) |
| 22nd year: | 6.78 hours per pay period (22 days per year) |
| 23rd year: | 7.09 hours per pay period (23 days per year) |
| 24th year: | 7.40 hours per pay period (24 days per year) |
| 25th year & over | 7.71 hours per pay period (25 days per year) |

4.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive one first choice in any scheduling period.

4.3 Vacation cannot be carried over to the subsequent calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.

ARTICLE V - HOLIDAYS

5.1 Members of this Unit shall observe the following holidays:

| | |
|------------------------------|-----------------------------------|
| . New Year's Day | January 1 |
| . President's Day | 3rd Monday in February |
| . Memorial Day | 4th Monday in May |
| . Independence Day | July 4 |
| . Labor Day | 1st Monday in September |
| . Thanksgiving Day | 4th Thursday in November |
| . Day after Thanksgiving Day | Friday following Thanksgiving Day |
| . Christmas Eve (4 hours) | December 24 |
| . Christmas Day | December 25 |

In addition, each employee shall be granted an additional four (4) days of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in quarter hour increments. Holiday leave cannot be carried over into the following calendar year.

5.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

5.3 The Library will be closed on the Saturday preceding any holiday observed by the City and the Library on a Monday. The Library will also be closed on the

Saturday following the observance of a Saturday holiday on the preceding Friday by the City and the Library.

ARTICLE VI - SICK LEAVE

- 6.1 Full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. (12 days per year)
- 6.2 Sick leave may be accumulated up to an unlimited amount.
- 6.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of sick leave for family members illnesses.

ARTICLE VII - SICK LEAVE CONVERSION

- 7.1 For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) on the following basis:
 - . After ten years of employment by the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one month's premium for employee and dependent coverage for each day of unused sick leave as adjusted herein.
 - . For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 1/2% to the 50% before converting the unused sick leave to months of insurance.
- 7.2 Said premium shall be the same as the premium then being paid by the City for such coverage for employees and dependents of the General Services Unit at the time of retirement.

7.3 The City shall allow a surviving dependent to purchase medical insurance at the employee only premium for the same period as if the employee had not died.

7.4 Represented employees who retire on a service retirement and are eligible to convert accrued, unused sick leave into City-paid medical insurance upon retirement shall be given the option of purchasing, at the retiree's cost, additional medical insurance for a period of time as long as the period of time for which they received City-paid medical insurance on retirement. Said employee option shall be exercised upon the expiration of the City-paid coverage.

7.5 A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of \$.30 on the dollar.

ARTICLE X - MEDICAL INSURANCE

10.1 The City agrees to make available the following medical insurance plan:
Summit V of Foundation Health (HMO). Included in this is a pharmaceutical plan in accordance with Foundation Health Drug Program RxL. The employee will be responsible for a \$10.00 co-payment for each prescription.

10.2 The City agrees to pay the following sum for this benefit:

| | |
|-------------------------|--------------------|
| Employee: | \$142.55 per month |
| Employee and Dependent: | \$342.25 per month |

10.3 The City agrees to pay all increased costs of premiums for employees and dependents for the term of this agreement.

10.4 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time regular employee of the City of Lodi.

10.5 The City agrees to pay 80% of the first \$750 of chiropractic and physical therapy costs per fiscal year.

10.6 The City will establish a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

10.7 If an employee has no dependents or chooses not to cover dependents with medical insurance the City will contribute \$25.00 per pay period to the employees deferred compensation account. If an employee elects not to be covered by medical insurance an additional \$100 per month (\$46.15 per pay period) will be contributed to the employees deferred compensation account.

10.8 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 10.7 shall apply to the employee who is not the primary provider. Employees and family members required to pay a co-payment due to loss of dual coverage, will have co-payments reimbursed by the City of Lodi on a quarterly basis.

10.9 The City shall pay 100% of the premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.

10.10 Should a significant number of current Primary Care Physicians and/or Specialists in Lodi IPA that are utilized by members of the General Services Unit fail to continue to offer their services through the Foundation Health Plan Article X Section 1 shall immediately be reopened by both the City and SJPEA to insure that the needs of the General Service membership are met by this medical plan or a new medical plan if found and offered to the membership.

ARTICLE XI - DENTAL AND VISION INSURANCE

11.1 The City agrees to provide a dental plan as described below to all employees and their dependents. The City shall pay the full cost for the employee dental premium and one-half the premium for dependents for the term of this agreement.

EXHIBIT A - DENTAL INSURANCE PLAN

| PREVENTIVE SERVICES | GENERAL SERVICES | MAJOR SERVICES |
|---------------------|--|--|
| PLAN PAYS 100% | PLAN PAYS 85% EMPLOYEE PAYS BALANCE | PLAN PAYS 50% EMPLOYEE PAYS BALANCE |

Employee pays \$25.00 calendar year deductible

- | | | |
|---------------------------|--------------------------|--------------------------------------|
| . oral examinations | . fillings | . bridges & dentures |
| . cleaning of teeth | . oral surgery | . crowns & gold jackets restorations |
| . fluoride applications | . general anesthetics | . repair of prosthetic appliances |
| . space maintainers | . injectable antibiotics | . cast restorations |
| . emergency office visits | . extractions | |
| . x-rays | . endodontics | |
| | . periodontics | |
| | . appliances | |

The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

MAXIMUM BENEFIT....\$1,000 for each insured family member, each calendar year.

11.2 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XII - WORKERS' COMPENSATION

12.1 The City and the SJPEA mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal the employee's regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XIII - TEMPORARY UPGRADE

13.1 Any employee who is assigned the duties and responsibilities of a higher classification for five (5) or more consecutive days will be compensated 5% above the salary which he or she is currently receiving.

ARTICLE XIV - DEMOTION AND LAYOFF

14.1 DEMOTION

An employee whose job is being eliminated may elect to displace an employee in a lower classification if he or she is deemed by the City to be qualified to perform the duties of the lower classification and if his or her length of service is greater than that of the employee in the lower classification. Demotion in all cases due to lack of work shall be determined by an employee's length of service.

14.2 LAYOFF POLICY

The City shall give regular employees involved as much notice as possible, but in no event shall such employees be given less than one (1) pay period notice of layoff. The order for layoff shall be determined by qualification and length of service. The City agrees to the provision of rehiring in reverse order of layoff.

ARTICLE XV - MEALS

15.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours beyond regular quitting time, or if any employee is called in more than two (2) hours before regular starting time, the City shall provide such employee with a meal. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

15.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the

first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

15.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of (Section 15.1) hereof.

15.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. - 12:00 noon - 6:30 p.m.

ARTICLE XVI - TOOLS AND UNIFORM ALLOWANCE

16.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications:

- . Meter Reader
- . Parking Enforcement Assistant
- . Animal Control Officer
- . Assistant Animal Control Officer.

16.2 Quarterly uniform allowances shall be provided to the following classifications:

- . Meter Reader - \$75
- . Parking Enforcement Assistant - \$75
- . Animal Control Officer, Assistant Animal Control Officer - \$130

16.3 The City and the SJPEA mutually agree that the City shall purchase appropriate foul-weather coats and boots for animal shelter personnel.

ARTICLE XVII - LEAVES OF ABSENCE

17.1 The City and the SJPEA mutually agree that the inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Rule IX, Section 3, Rules for Personnel Administration, City of Lodi, California.

17.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a regular employee is not impaired by such leave of absence.

17.3.1 City employees who are working are entitled to use sick leave, vacation leave, administrative leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

17.3.2 The City is developing a city wide policy for family care leave. This will be inserted by separate letter amendment to this agreement.

17.3.3 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided prior to an employee's return to work.

17.3.4 An employee seeking pregnancy/disability/family care leave shall be required to provide a request in writing (not less than four weeks) to the City of the anticipated date upon which leave shall commence and end, although the commencement date may vary according to the employee's actual disability.

17.3.5 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, compensatory time off, administrative leave, or long-term disability leave such that the employee is no longer in a pay status shall not receive employer paid employment benefits.

Employees placed in Leave Without Pay status due to disability will continue to receive a three-month extension of (1) medical coverage following the month in which the employee is placed in such status. Other benefits such as (2) dental or vision insurance or medical coverage past the three-month extension period may be continued at the employee's expense.

17.4 FUNERAL LEAVE

- a) Regular employees shall be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. Use of sick leave may not exceed three (3) working days. The immediate family shall be limited to an employee's:

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- . spouse
- . grandparent-in-law
- . grandchild
- . stepchild
- . half-brother
- . parent
- . parent-in-law
- . son-in-law
- . brother
- . half-sister
- . grandparent
- . child
- . daughter-in-law
- . sister
- . foster parents

. or a more distant relative who was a member of the employee's immediate household at the time of death.

b) A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed one (1) day.

ARTICLE XVIII - JURY DUTY

18.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received.

18.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

18.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.

18.4 If an employee has had jury duty of six hours or more during a 16 hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six consecutive hours.

ARTICLE XX - PROBATIONARY PERIOD

20.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

20.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- 1) Vacation Leave - See Article IV for vacation schedule.
- 2) The use of the Grievance Procedure to grieve termination.
- 3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The SJPEA shall be notified of all extensions.
- 4) Probation shall be extended for the same time as any leaves of absence.

20.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he or she was promoted unless he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXI - PERS

21.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

- (a) PERS "2% at 60" full formula retirement benefits plus the following additional options:
- (b) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit. (Section 21298)
- (c) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4)
- (d) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3)

21.2 On January 3, 1983, in lieu of any other salary adjustments which otherwise may have been agreed upon in this Unit, the City agreed to pay into each employee's PERS account 7% of the employee's base salary.

ARTICLE XXII - OTHER BENEFITS

22.1 DEFERRED COMPENSATION

The City shall match contributions by employees to a deferred compensation program up to a maximum of 2.5% of the employee's salary.

22.3 LONG TERM DISABILITY

A long term disability program which, coordinated with other disability

benefits, shall provide a benefit of 66-2/3% of the first two thousand two hundred and fifty dollars (\$2,250) of the employee's basic monthly earnings and 50% of the next one thousand dollars (\$1,000) of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability.

22.4 LIFE INSURANCE

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75.. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance. The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member.

ARTICLE XXIII - TUITION REIMBURSEMENT

23.1 The City shall provide \$300 per fiscal year for tuition reimbursement or the cost of tuition and books for two courses per semester for coursework at a State university beyond the level of Associate of Arts degree, to be paid upon the satisfactory completion of job related coursework.

ARTICLE XXVIII - HOURS AND OVERTIME

28.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The

lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- (a) Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- (b) Parking Enforcement Assistants and Animal Control Personnel shall work a schedule which may provide at least one person to work each Saturday.
- (c) Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

28.2 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above, after consultation with the employees involved. Notice of permanent changes to this schedule must be given two (2) weeks in advance. Temporary changes in this schedule must have at least 24 hours notice. The SJPEA shall be notified of all permanent schedule changes.

28.3 It is understood and mutually agreed that employees historically receiving Administrative Leave benefits are exempt from the overtime provisions of this Article. The classifications affected are as follows:

- | | |
|---|----------------------|
| . Assistant Planner | . Junior Engineer |
| . Associate Civil Engineer | . Junior Planner |
| . Assistant Engineer | . Librarian I and II |
| . Data Processing Programmer Analyst I & II | |

28.4 Overtime work is work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:

1. In excess of forty (40) hours in a work week.
2. In excess of eight (8) hours in any work day.

3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 28.1 and
4. Time worked on a non-work day.
5. Time worked on a holiday.

Overtime work paid at the double time rate is work performed in excess of 12 hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay.

28.5 Overtime work shall be compensated either at the overtime rate which it was earned or in equal compensatory time off at the employee's option. This option should be exercised at the time the work is performed. Compensatory time off may be accumulated to an unlimited amount, but must be reduced to a maximum of eighty (80) hours on June 30 of each year. On the first Friday after the first payday in July of each year, all hours over this maximum shall be paid by the City at the employee's current hourly rate. Use of compensatory time off shall be at the option of the employee, consistent with the requirements of the City.

28.6 Employees who are required to report for prearranged work on their non-work days or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

28.7 REST PERIOD

If an employee has jury duty or has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed

at the straight time rate for those hours within the rest period which overlap the normal working hours.

28.8 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

28.9 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- (1) On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- (2) On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

ARTICLE XXIX - CITY RIGHTS

29.1 It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

-
- . Determine the mission of its constituent departments, commissions and boards.
 - . Set standards of service.
 - . Determine the procedures and standards of selection for employment.
 - . Direct its employees.
 - . Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
 - . Take all necessary actions to carry out its mission in emergencies.
 - . Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXX - CHANGES IN MEMORANDUM

30.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the

=====
City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXI - NO STRIKES

31.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins" or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXXII - TERM

32.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree as follows:

TERM: Covering the period from July 6, 1992 through the end of the pay period in which July 1, 1995 falls.

ARTICLE XXXIII - SALARY

33.1 Effective January 4, 1993, salary rates shall be as shown in Exhibit A.

33.2 Effective the pay period following July 1, 1993, a salary increase will be granted that will adjust salaries to 50% of the difference between the mean and the City of Lodi's total compensation for General Services positions as of January 1, 1993. Total compensation is defined as the sum of salary and any deferred income paid by the employer. Benchmarks and associated classifications are shown in Exhibit B.

33.3 Effective the pay period following July 1, 1994, the City will adjust salaries to the Mean of the total compensation.

33.4 The following cities and employers will be utilized in the aforementioned salary survey:

| | | |
|---------|--------------------|-----------|
| Davis | Roseville | Turlock |
| LUSD | San Joaquin County | Vacaville |
| Manteca | Stockton | Woodland |
| Modesto | Tracy | |

ARTICLE XXXIV - MUTUAL CONSENT CONTINGENCY

34.1 This MOU may be amended any time during its life upon the mutual consent of the City and the SJPEA. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXV - DRUG AND ALCOHOL POLICY

35.1 During the term of this MOU the City and the SJPEA shall develop a drug and alcohol policy. It is the mutual desire of both parties to have and maintain a drug and alcohol-free work environment.

ARTICLE XXXVI - ASSOCIATION LEAVE

36.1 Whenever any employee is absent from work as a result of a formal request by the SJPEA, and is engaged in official SJPEA business, the City shall pay for all regular time lost and shall be reimbursed therefore by the SJPEA at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

ARTICLE XXXVII - STATUS

37.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- (a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full-time employment, except as provided for in Article XX (Probationary Period).
- (b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full-time service with the City, a probationary employee shall be given the status of a regular employee.
- (c) A temporary employee is an employee hired on a full-time fill a full-time position (at least 32 hours per week).
- (d) A contract employee is an employee hired on a part-time or full-time basis to perform a specific task or function for a limited duration. Such employees do not have rights to further employment with the City.

ARTICLE XXXVIII - SENIORITY

38.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

-
- (a) Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
 - (b) On duty with the National Guard.
 - (c) Is absent due to industrial injury.
 - (d) On leave of absence.
 - (e) Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XXXIX - PROMOTION

39.1 The City and the SJPEA mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XL - EDUCATION INCENTIVES

40.1 Employees in subprofessional engineering position having the following certificates will receive an additional \$23.08 per pay period:

- A) ENGINEER IN TRAINING
- B) LAND SURVEYOR IN TRAINING
- C) LAND SURVEYOR

ARTICLE XLI - CATASTROPHE BANK

- 41.1 A catastrophe Bank will be created for all unit members who by reason of verifiable long term illness or injury exhausts all employee benefits. This bank will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.
- 41.2 Catastrophic is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty (30) calendar days.
- 41.3 The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donation must be a minimum for four (4) hours and are irrevocable.
- 41.4 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than twelve consecutive months.

On Behalf of the General Services Unit

SAN JOAQUIN PUBLIC EMPLOYEES ASSOCIATION

CITY OF LODI

David V. Platt

Dave Platt, General Manager

Date 5-28-93

Jerry L. Glenn

Jerry L. Glenn, Assistant City Manager

Date 5-26-93

Elaine Craig

Elaine Craig

Employee Relations Representative

Date 5-28-93

Joanne M. Narloch

Joanne M. Narloch

Personnel Director

Date 6-4-93

Kevin Bell

Kevin Bell

Account Clerk

Date 6-2-93

Sharon Blaufus

Sharon Blaufus

Administrative Assistant

Date 6-4-93

Sandra Kay Meyers

Sandy Meyers

Department Secretary, Police Department

Date 6-2-93

Vicky McAthie

Vicky McAthie

Accounting Manager

Date 6/3/93

Randy Lipelt

Randy Lipelt

Sr. Storekeeper/Buyer

Date: 6-4-93

Janet Keeter

Janet Keeter

Administrative Assistant to the City Manager

Date 6/3/93

Vicky Whetstone

Vicky Whetstone

Meter Reader

~~Parking Enforcement Assistant~~

Date: 6/3/93

| PR47 | OCCUPATION, WAGE & TITLE REPORT | MONTHLY WAGE | General Services | | | | EFFECTIVE: |
|-------------------------------------|---------------------------------|--------------|------------------|----------|----------|----------|------------|
| 1/19/93 | 10:29:47 | PRO.OPER | | | | | 1/19/93 |
| TITLE | BFTS/OCC | STEP A | STEP B | STEP C | STEP D | STEP E | |
| ACCOUNT CLERK | 003 | 1,617.68 | 1,698.56 | 1,783.50 | 1,872.68 | 1,966.30 | |
| ACCOUNTS COLLECTOR | 036 | 1,955.73 | 2,053.51 | 2,156.21 | 2,263.98 | 2,377.22 | |
| ADMINISTRATIVE AIDE | 015 | 1,902.19 | 1,997.26 | 2,097.17 | 2,202.00 | 2,312.09 | |
| ADMINISTRATIVE CLERK I | 369 | 1,364.48 | 1,432.69 | 1,506.32 | 1,579.52 | 1,658.50 | |
| ADMINISTRATIVE CLERK II | 372 | 1,502.65 | 1,577.83 | 1,656.70 | 1,739.51 | 1,826.53 | |
| ADMINISTRATIVE CLERK III | 375 | 1,584.31 | 1,663.51 | 1,746.69 | 1,834.00 | 1,925.74 | |
| ANIMAL CONTROL OFFICER | 024 | 1,842.67 | 1,934.80 | 2,031.54 | 2,133.09 | 2,239.78 | |
| ASSISTANT ANIMAL CONTROL OFFICER | 039 | 1,669.83 | 1,753.32 | 1,840.98 | 1,933.04 | 2,029.68 | |
| ASSISTANT ENGINEER | C 051 | 2,791.16 | 2,930.72 | 3,077.23 | 3,231.13 | 3,392.68 | |
| ASSISTANT PLANNER | C 056 | 2,444.28 | 2,566.50 | 2,694.81 | 2,829.58 | 2,971.02 | |
| ASSOCIATE CIVIL ENGINEER | C 066 | 2,932.20 | 3,078.82 | 3,232.72 | 3,394.40 | 3,564.09 | |
| ASSOCIATE PLANNER | 068 | 2,694.81 | 2,829.56 | 2,971.02 | 3,119.57 | 3,275.55 | |
| ASSOCIATE TRAFFIC ENGINEER-CONTRACT | C 851 | 3,564.09 | 3,564.09 | 3,564.09 | 3,564.09 | 3,564.09 | |
| BUILDING INSPECTOR I | 074 | 2,241.23 | 2,353.32 | 2,470.99 | 2,594.51 | 2,724.26 | |
| BUILDING INSPECTOR II | 075 | 2,484.64 | 2,608.89 | 2,739.29 | 2,876.25 | 3,020.08 | |
| BUYER | 076 | 2,153.63 | 2,261.30 | 2,374.36 | 2,493.07 | 2,617.72 | |
| CIVIL ENGINEERING ASSISTANT | 162 | 2,449.35 | 2,571.81 | 2,700.40 | 2,835.45 | 2,977.18 | |
| CLERICAL TRAINEE | 108 | 1,114.18 | 1,169.91 | 1,228.41 | 1,289.81 | 1,354.32 | |
| CRIME ANALYST | 110 | 2,143.10 | 2,250.25 | 2,362.74 | 2,480.89 | 2,604.96 | |
| DATA PROC. OPERATIONS SPECIALIST | 127 | 1,890.92 | 1,985.46 | 2,084.73 | 2,188.97 | 2,298.41 | |
| DATA PROC. PROGRAMMER/ANALYST I | 124 | 2,043.87 | 2,146.05 | 2,253.37 | 2,366.04 | 2,484.34 | |
| DATA PROC. PROGRAMMER/ANALYST II | 125 | 2,253.35 | 2,366.01 | 2,484.32 | 2,608.53 | 2,738.97 | |
| DATA PROC. PROGRAMMER/ANALYST II | B 121 | 2,654.03 | 2,654.03 | 2,654.03 | 2,654.03 | 2,654.03 | |
| DATA PROCESSING OPERATOR | 122 | 1,695.23 | 1,780.01 | 1,868.97 | 1,962.45 | 2,060.58 | |
| DEPARTMENT SECRETARY | 376 | 1,797.43 | 1,887.30 | 1,981.64 | 2,080.73 | 2,184.77 | |
| ENGINEERING ASSISTANT | 160 | 2,449.35 | 2,571.81 | 2,700.40 | 2,835.45 | 2,977.18 | |
| ENGINEERING TECHNICIAN - CONTRACT | 858 | 2,456.17 | 2,456.17 | 2,456.17 | 2,456.17 | 2,456.17 | |
| ENGINEERING TECHNICIAN I | 157 | 1,913.67 | 2,009.33 | 2,109.85 | 2,215.30 | 2,326.06 | |
| ENGINEERING TECHNICIAN II | 159 | 2,113.40 | 2,219.07 | 2,330.03 | 2,446.53 | 2,568.86 | |
| ENGINEERING TECHNICIAN SUPERVISOR | 402 | 2,449.35 | 2,571.81 | 2,700.40 | 2,835.45 | 2,977.18 | |
| JUNIOR ENGINEER | C 207 | 2,530.42 | 2,656.96 | 2,789.78 | 2,929.27 | 3,075.74 | |
| JUNIOR PLANNER | C 210 | 2,217.03 | 2,327.86 | 2,444.28 | 2,566.48 | 2,694.81 | |
| LIBRARIAN I | C 220 | 2,017.37 | 2,118.23 | 2,224.14 | 2,335.36 | 2,452.12 | |
| LIBRARIAN II | C 222 | 2,224.16 | 2,335.36 | 2,452.12 | 2,574.73 | 2,703.48 | |
| LIBRARY ASSISTANT | 228 | 1,586.78 | 1,666.11 | 1,749.42 | 1,836.91 | 1,928.73 | |
| METER READER | 267 | 1,862.63 | 1,955.77 | 2,053.55 | 2,156.23 | 2,264.03 | |
| PARKING ENFORCEMENT ASSISTANT | 288 | 1,695.23 | 1,780.01 | 1,868.97 | 1,962.45 | 2,060.58 | |
| POLICE RECORD CLERK I | 313 | 1,412.23 | 1,482.82 | 1,556.97 | 1,634.82 | 1,716.55 | |
| POLICE RECORDS CLERK II | 314 | 1,555.24 | 1,633.06 | 1,714.68 | 1,800.40 | 1,890.47 | |
| POLICE RECORDS CLERK III | 315 | 1,639.76 | 1,721.72 | 1,807.83 | 1,898.20 | 1,993.15 | |
| PUBLIC WORKS INSPECTOR I | 320 | 2,241.23 | 2,353.32 | 2,470.99 | 2,594.51 | 2,724.26 | |
| PUBLIC WORKS INSPECTOR II | 321 | 2,473.11 | 2,596.77 | 2,726.58 | 2,862.93 | 3,006.10 | |
| PURCHASING ASSISTANT | 325 | 1,577.77 | 1,656.72 | 1,739.54 | 1,826.48 | 1,917.83 | |
| RECREATION AIDE | 324 | 1,726.47 | 1,812.81 | 1,903.45 | 1,998.63 | 2,098.54 | |
| RECREATION SPECIALIST | 335 | 2,132.66 | 2,132.66 | 2,132.66 | 2,132.66 | 2,132.66 | |
| REVENUE / COLLECTIONS TECHNICIAN | 340 | 1,971.61 | 2,070.20 | 2,173.70 | 2,282.38 | 2,396.50 | |
| SENIOR ACCOUNT CLERK | 351 | 1,785.43 | 1,874.69 | 1,968.43 | 2,066.86 | 2,170.19 | |
| SENIOR BUILDING INSPECTOR | 072 | 2,740.66 | 2,877.79 | 3,021.55 | 3,172.68 | 3,331.30 | |
| SENIOR ENGINEERING TECHNICIAN | 161 | 2,449.35 | 2,571.79 | 2,700.38 | 2,835.43 | 2,977.18 | |
| SENIOR LIBRARY ASSISTANT | 231 | 1,752.60 | 1,840.24 | 1,932.26 | 2,028.88 | 2,130.32 | |
| SENIOR STOREKEEPER/ BUYER | 077 | 2,076.22 | 2,180.03 | 2,289.03 | 2,403.48 | 2,523.64 | |
| STOREKEEPER | 322 | 1,792.92 | 1,882.58 | 1,976.68 | 2,075.53 | 2,179.35 | |
| SUPERVISING ADMIN CLERK (MSC) | 368 | 1,692.41 | 1,777.04 | 1,865.90 | 1,959.22 | 2,057.19 | |
| TELEPHONE OPERATOR - RECEPTIONIST | 405 | 1,242.97 | 1,305.13 | 1,370.39 | 1,438.93 | 1,510.86 | |
| TRAFFIC ENGINEERING ASSISTANT | 163 | 2,913.78 | 3,059.38 | 3,211.92 | 3,373.12 | 3,541.25 | |
| TRAFFIC ENGINEERING ASST - CONTRACT | 863 | 2,913.78 | 3,059.38 | 3,211.92 | 3,373.12 | 3,541.25 | |

GENERAL SERVICES UNIT BENCH MARKS
AND FAMILY CLASSES

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Animal Control Officer

Animal Control Officer
Ass't Animal Control Officer

Building Inspector II

Building Inspector I
Building Inspector II
Sr. Building Inspector

Engineering Technician II

Engineering Tech I
Engineering Tech II
Engineering Tech Supervisor
Engineering Ass't
Sr. Engineering Tech
Public Works Inspector I
Public Works Inspector II
Traffic Engineering Assistant

Storekeeper

Storekeeper
Sr. Storekeeper/Buyer
Buyer
Purchasing Assistant

DP Programmer Analyst II

DP Programmer Analyst I
DP Programmer Analyst II

Account Clerk

Account Clerk
Accounts Collector
Sr. Account Clerk
DP Operations Specialist
DP Operator
Parking Enforcement Assistant

Department Secretary

Administrative Clerk II

Administrative Aide
Administrative Clerk I
Administrative Clerk II
Administrative Clerk III
Police Records Clerk I
Police Records Clerk II
Police Records Clerk III
Telephone Operator
Clerical Trainee
Recreation Aide
Library Assistant
Sr. Library Assistant

Meter Reader

Assistant Civil Engineer

Associate Civil Engineer
Jr/Assistant Engineer
Civil Engineering Assistant
Associate Planner
Jr/Assistant Planner

NOTE: There are insufficient agencies with Librarians and Crime Analysts to do a valid survey. Those classifications will receive a 3% salary increase in July of 1993 and 3.25% in July of 1994.

Supervising Administrative Clerk will maintain the same relationship with Administrative Clerk III and Department Secretary.