

Agenda Item No: 4.e

City Manager Approval:

Meeting Date: August 21, 2023

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources / Library and Recreation

Prepared by: Marissa Sanchez, Human

Resources Director

Craig Veramay, Assistant Library

and Recreation Director

TOPIC: SEIU LOCAL 1021 SIDE LETTER AGREEMENT AND FY 2023-24 AUTHORIZED

POSITIONS IN THE CHILDCARE PROGRAM

SUBJECT: RESOLUTION APPROVING THE SIDE LETTER AGREEMENT AND AMENDING FY

2023-24 AUTHORIZED POSITIONS IN THE CHILDCARE PROGRAM

RECOMMENDATION:

Adopt the resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.

BACKGROUND:

In March 2021, the City of San Rafael entered into a Memorandum of Understanding (MOU) with the SEIU Local 1021 Miscellaneous and Supervisory Unit for a three-year term from July 1, 2021 through June 30, 2024, and a separate MOU with the SEIU Local 1021 Child Care Unit, covering the Child Care Director and Child Care Instructor I/II classifications, for a three year term from November 1, 2021 through October 31, 2024.

The City employs Childcare Directors and Childcare Instructor I/II staff to operate the school-age childcare program. These classifications are full-time and require employees to maintain certain Early Childhood Education (ECE) credits, aligned with current state licensing requirements. The City has struggled to recruit employees into the Childcare Instructor I/II classifications for nearly a decade. Potential applicants who seem otherwise well qualified have shared that they have not applied for these positions because they do not possess the educational minimum qualifications, are not interested in pursuing them, or that they are not interested in working full-time. This is an industry-wide trend that many other childcare agencies statewide have identified as a significant challenge to operating childcare programs, and an issue that has routinely been a topic of conversation at the bargaining table with our labor partner, SEIU Local 1021. City staff have been more successful in finding temporary seasonal employees to work in the program as Childcare Specialists and Childcare Aides; classifications that are considered temporary/seasonal employees who are not represented by the union and do not require maintenance of ECE credits. However, these employees do not count toward satisfying the State Licensing staff to student ratio requirements.

FOR CITY CLERK ONLY	
Council Meeting:	
Disposition:	

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The City currently maintains state licensing for its school-age program sites; however, state licensing is not required for public recreation programs operated by a state, city, county, special district, school district, community college district, chartered city, or chartered city and county that meets either of the following criteria:

- The program is operated only during hours other than normal school hours for kindergarten and grades 1st to 12th, inclusive, in the public school district where the program is located, or operated only during periods when students in kindergarten and grades 1st to 12th, inclusive, are normally not in session in the public school district where the program is located, for either of the following periods:
 - For under twenty hours per week
 - For a total of fourteen weeks or less during a twelve-month period. This total applies to any fourteen weeks within any twelve-month period, without regard to whether the weeks are consecutive.
- Extended daycare programs operated by public or private schools, including, but not limited to, expanded learning opportunity programs, as specified in subparagraphs (B) and (C) of paragraph (9) of subdivision (b) of Section 46120 of the Education Code.

All of the City's after school, school-age programs operated on San Rafael School District (SRSD) sites meet these criteria and do not require state licensing. Miller Creek School District (MCSD) sites would need to close fifteen minutes earlier to meet state criteria for unlicensed programs.

In an effort to solve the continuous recruitment challenges and move toward a more sustainable staffing model, the City determined it would be best to operate the school-age childcare programs without State licenses beginning in Fall 2023.

The City approached the SEIU Local 1021 to discuss the program impacts of discontinuing school-age licensure. Additionally, the City proposed to restructure the staffing model to hire more temporary/seasonal employees that are not required to have ongoing ECE credits, which would help to solve the recruitment challenges. As analyzed below, the parties reached an agreement that will support the continuation of these important services in local elementary schools.

ANALYSIS:

In June 2023, the City's negotiating team and representatives of SEIU Local 1021, met to discuss Section 8 of the MOU between SEIU Local 1021 and the City of San Rafael, entitled "Reopener related to reorganization of City's Child Care program". We discussed the City's plan to reorganize the school-age childcare program and not seek licensing from the State for the school-age childcare program. Without the licensing requirements imposed by the State, the parties agree that going forward, the City may hire part-time, temp/seasonal employees into the Child Care Aide and Child Care Specialist classifications to staff the school-age childcare program, which both have lower minimum qualifications than the Instructor I/II classifications and are not in the SEIU bargaining unit.

The parties also agreed to merge the SEIU, Local 1021 Child Care Unit into the SEIU, Local 1021 Miscellaneous and Supervisory MOU. Specifically, this means that except for the provisions spelled out in the side letter and listed below, the Child Care Director and the Child Care Instructor I/II classifications will be moved to the SEIU Miscellaneous and Supervisory Unit and will be bound by the provisions of that agreement.

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If this side letter is approved, the City would eliminate seventeen of the unfilled vacant positions, which equates to 12.32 FTEs. Additionally, 25 positions, equating to 24.08 FTEs, would be moved to the SEIU Local 102 Miscellaneous and Supervisory Group/MOU (see table below).

Childcare Classifications	Current Au Staffing for 2023-24		Vacancies To Be Elim based on S Letter, as o	inated, ide	ted, Authorized Pos transferred to S				
	Positions	FTE	Positions	FTE	Positions	FTE			
Instructor I	14	8.80	12	7.32	2	1.48			
Instructor II	19	19.00	5	5.00	14	14.00			
Director	9	8.60			9	8.60			
Total	42	36.40	17	12.32	25	24.08			

The following provisions of the existing Child Care MOU will continue to apply to employees in the Child Care Director and Child Care Instructor I/II classifications until the parties negotiate a successor MOU for the SEIU, Local 1021 Miscellaneous and Supervisory Bargaining Unit, expiring June 2024:

- 3.1 General Wage Increase
- 3.2 Step Increases
- 3.4.1 Split Pay Shift Differential
- 4.2.4 Retirees Health Insurance
- 4.2.5 Pro Rata Benefit Rules
- 4.3 Dental Plan
- 4.5.2 City Paid Employee Retirement (City Paid Member Contribution)
- 6.1 Hours of Work
- 6.2 Staff Development/Training Days
- 6.4.1 Accrual Limit
- 6.6 Temporary Promotions
- 6.8.1 CPR/First Aid Training
- 6.8.4 Child Care Division Employee Program Discount

While the majority of the terms will remain the same until the MOU is renegotiated in 2024, the parties' agreement will increase the City's health care contribution to employees currently in the Child Care Director and Child Care Instructor I/II classifications to match the contribution made to employees in the SEIU, Miscellaneous and Supervisory Unit. This cost, discussed in the fiscal impact section below, will be offset by the elimination of the 17 vacant positions, which will be eliminated and no longer represented by SEIU Local 1021, as the City hires more temporary, less costly staff to support the childcare program.

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The parties discussed the impacts of going unlicensed in the school-age childcare program. This modification will support the City to hire more temporary employees who do not have ECE credentials, but who are able to be fully trained to provide excellent childcare services, consistent with the service levels of the program.

The parties satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act and have reached an agreement to move the Child Care Unit classifications of Child Care Director and Instructor I/II, into the SEIU Local 1021 Miscellaneous and Supervisory Unit by execution of a Side Letter Agreement (Attachment A). Attachment B is a resolution to approve the recommended Side Letter Agreement. Attachment C and D are the updated salary schedules showing the Child Care Unit classifications on the SEIU salary schedule, and salaries for those positions effective September 1, 2023, and November 1, 2023. These salary schedules do not reflect any increase in salary; they are an administrative action necessary to reflect the current salaries of the childcare employees that are moving from one bargaining unit to another.

Pending the City Council's approval, this agreement would be effective beginning September 1, 2023, at the start of the first full pay period.

FISCAL IMPACT:

The total cost of moving twenty-five positions from the Child Care Unit to the SEIU 1021 Miscellaneous and Supervisory unit is approximately \$40,000. This cost will be fully absorbed through the salary savings from the vacant positions being eliminated as a result of the proposed side letter.

OPTIONS:

The City Council has the following options to consider on this matter:

- 1. Adopt resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.
- 2. Direct staff to return to the bargaining table.

RECOMMENDED ACTION:

Adopt resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.

ATTACHMENTS:

- A. Side Letter Agreement
- B. Resolution approving the recommended Side Letter Agreement1021 and amending the FY 2023-24 authorized positions in the childcare program, including Exhibit 1, SEIU Side Letter.
- C. SEIU Local 1021 Miscellaneous and Supervisory Unit salary schedule as of September 1, 2023
- D. SEIU Local 1021 Miscellaneous and Supervisory Unit salary schedule as of November 1, 2023

SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 CHILD CARE UNIT AND CITY OF SAN RAFAEL

The City of San Rafael (hereinafter referred to as the City) and SEIU Local 1021 Child Care Unit (hereinafter referred to as the "Union") entered into a Memorandum of Understanding ("MOU") with a term beginning on November 1, 2021 and terminating on October 31, 2024. The City and the Union are collectively referred to herein as the "Parties." The Parties now wish to amend the MOU.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matter contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias.

In June 2023, the parties met to discuss Section 8 of the MOU between SEIU Local 1021 and the City of San Rafael, entitled "Reopener related to reorganization of City's Child Care program". We discussed the City's plan to reorganize the school-age Child Care program and not seek licensing from the State of CA for the school-age Child Care program. Without the licensing requirements imposed by the State, the parties agree that going forward, the City may hire part-time, temp/seasonal employees into the Child Care Aide and Child Care Specialist classifications to staff the school-age Child Care program, which both have lower minimum qualifications than the Instructor I/II classifications and are not in the SEIU bargaining unit. The City may utilize the Instructor I/II classifications as qualified applicants are identified and will advertise the job listing for Instructor I/II when recruiting for Child Care Aide and Child Care Specialist positions. Existing Directors and Instructor I/II's, who are employed in these classifications as of July 1, 2023, will not be laid off solely as part of this reorganization, which is due to the changes in licensing described above.

As of the date of this agreement, the Child Care Director classification and the Child Care Instructor I and Instructor II classifications shall be moved to the Miscellaneous Bargaining Unit. Both bargaining units are still represented by SEIU, Local 1021.

Between July 2023 and January 2024, the City will conduct a classification study of the Child Care Director classification to determine if the classification is appropriate to support employee growth and Child Care division operations. At this time, the parties will determine whether it is appropriate for the Child Care directors to be included in the Supervisory Unit of this MOU. Around January 2024, the parties will meet to negotiate the comparators for the Child Care Director classification (or its

new title) to be used in the compensation study for contract negotiation in 2024. At the same time, the parties will meet to discuss an appropriate benchmark for both the Child Care Director and the Instructor I/II classifications.

Consistent with our most recent survey, the following jurisdictions will be used as comparators for the Instructor I/Instructor II classifications: City of Belmont, City of Emeryville, City of San Mateo, City of South San Francisco, City of Novato, City of Larkspur, and Town of San Anselmo.

During negotiations for a successor agreement for the Miscellaneous/Supervisory bargaining unit, up to 3 bargaining team members from Child Care may be added to the SEIU team with no loss of bargaining team members chosen by the Miscellaneous unit.

Section 3.1.1 Pay Dates of the Miscellaneous and Supervisory 2021-2024 MOU will be modified to show the annual hours for Full-time Instructor I/II shall be 1,820 hours per year (35 hours per week times 52 week per year equals 1,820 per year)

Unless specified in this agreement, all other provisions of the Miscellaneous and Supervisory Bargaining Unit MOU will apply to the Child Care Director and Instructor I/II classifications.

The following previously negotiated sections of the 2021-2024 Child Care MOU will apply to Child Care Director and Instructor I/II classifications in the new bargaining unit, pursuant to this Side Letter. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

3.1 GENERAL WAGE INCREASE (This Section shall replace, in its entirety, section 3.1.2 in the Miscellaneous SEIU agreement)

Effective the first full pay period in November 2021, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

Effective the first full pay period in November 2022, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

Effective the first full pay period in November 2023, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

3.2 STEP INCREASES (This Section shall replace, in its entirety, section 3.2 in the Miscellaneous SEIU agreement)

Except as provided below, when considering a step increase for Child Care Program employees, he/she must have at least one year of satisfactory service and have worked a minimum of 700 hours during the preceding year and receive a positive evaluation from his/her supervisor. If said employee does not qualify for a step increase after each year of service, he/she will be considered for that increase upon the completion of the minimum 700-hour requirement. Employees are eligible to advance to Step E on their anniversary date after having spent at least two years at Step D.

3.4.1 SPLIT PAY SHIFT DIFFERENTIAL (A comparable section does not exist in the SEIU Miscellaneous agreement)

Child Care workers covered by this MOU who have a two-hour or more break in shifts during the same day will receive a .5 hour premium pay for that day.

4.2.4 RETIREES HEALTH INSURANCE (This Section shall replace, in its entirety, section 4.2.2 in the Miscellaneous SEIU agreement)

Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. a. Longevity Payment for Employees hired on or before January 1, 2010.

The City shall make a monthly longevity payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's monthly contribution to the Retiree HRA trust shall not exceed \$543 per month. The City's contribution towards a retiree's Retiree HRA Trust account shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage. b. Employees hired on or after January 1, 2010 and who meet the eligibility

requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 3.1.5 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS. The City shall additionally make available a retiree health care trust to enable these employees hired on or after January 1, 2010 to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

4.2.5 PRO RATA BENEFIT RULES (This Section shall replace the last 2 paragraphs of section 4.2.1 in the Miscellaneous SEIU agreement beginning with "Unless a greater"... and ending with "is required by law".)

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the city to be used for enrollment in city offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency. For those part time employees hired prior to January 1, 2010, the flex dollar allowance shall be pro-rated based off of \$909 per month. For those electing "Employee Only" coverage, the maximum benefit for these part time employees shall be \$650 per month

4.3 DENTAL PLAN (This Section shall replace, in its entirety, section 4.3 in the Miscellaneous SEIU agreement)

The City will provide a dental insurance program for all full-time and parttime, permanent employees regularly scheduled to work a minimum of 20 hours per week. All employees enrolled in the dental insurance program will be enrolled in the subgroup that provides \$1,500 maximum benefit for one Dental Expense Period for all covered dental expenses, for all eligible enrollees, except for Orthodontic Treatment which has an aggregate maximum benefit (lifetime) of \$1,000 and is limited to eligible dependent children. The City will pay the full cost of the monthly dental insurance premium for full-time employees, including those with a 35-hour full-time position. For the eligible part-time, permanent employees enrolling in the City's group dental insurance program, the City will pay the first \$70 per month of the actual premium rate for the eligible part-time, permanent employees and the enrolled employee will be responsible through payroll deduction for the balance of the monthly premium. In the event of an increase in the dental insurance premium, the City payment of eligible part-time, permanent employees shall be increased to maintain the same dollar differential between full-time and part-time. The plan shall cover enrollment for eligible employees and their eligible dependents. Refer to the dental insurance policy booklet for eligibility requirements and specific coverage and other benefit limitations.

4.5.2 CITY PAID EMPLOYEE RETIREMENT (City Paid Member Contribution) (This Section shall replace, in its entirety, section 4.7.1 in the Miscellaneous SEIU agreement)

Bargaining unit, members shall pay the full share of the employee's contribution to the Marin County Retirement System. The employee's share of their contribution shall be paid by the employee through automatic payroll deductions. In accordance with the Marin County Employees Retirement Association (MCERA) and City administrative requirements, all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by MCERA, in addition to the current employee contribution towards pension as determined by MCERA. The City of San Rafael acknowledges that under its current practice, the employees' share of their retirement contribution is deducted with pre-tax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

6.1 HOURS OF WORK (This Section shall replace, in its entirety, section 6.1 in the miscellaneous SEIU agreement)

The work week for full-time Child Care Center Directors shall be 37.5 hours per week and 35.0 hours per week for full-time Child Care Instructors I and II.

Within the hours of operation, changes in the days or hours of the regular work schedule of an employee shall be posted at least seven (7) days in advance. No advance notice to employees by the City of schedule changes will be required when changes occur as a result of work-related emergencies,

i.e., multiple sicknesses, disabilities or injuries; or staff shortage occurring less than seven days in advance or due to unplanned changes in school operations or schedules beyond the control of the City.

6.2 STAFF DEVELOPMENT / TRAINING DAYS (A comparable section does not exist in the Miscellaneous SEIU agreement)

Effective July 1, 1995, four (4) days of staff development/preparation will be provided per fiscal year.

The scheduling of these days during the fiscal year will be accomplished through the recommendation of the Child Care Center Directors and approval of the Recreation Supervisor for the Child Care Program.

6.4.1 ACCRUAL LIMIT (This Section shall replace, in its entirety, section 6.3.1 in the Miscellaneous SEIU agreement)

Upon accrual of time, five (5) days or forty (40) hours of compensatory time, employees shall be paid overtime at a rate of time and one-half of their base salary rate for hours worked and may not accrue additional compensatory time.

6.6 TEMPORARY PROMOTIONS (A comparable section does not exist in the Miscellaneous SEIU agreement)

Employees assigned to work out of class and perform the work of a Child Care Center Director for a period of three consecutive days or longer, will be compensated at an hourly rate of five percent (5%) greater than the employee's current rate, or at the lowest step of the Child Care Center Director's salary range, whichever is greater. The increase shall be retroactive to include the first day.

6.8.1 CPR/FIRST AID TRAINING (A comparable section does not exist in the Miscellaneous SEIU agreement)

An annual program for cardiopulmonary resuscitation (CPR) and First Aid certification will be provided for persons working as Child Care Directors and Instructors II

6.8.4 CHILD CARE DIVISION EMPLOYEE PROGRAM DISCOUNT (A comparable section does not exist in the Miscellaneous SEIU agreement)

All Child Care Division staff with children enrolled in any City of San Rafael Child Care Division program will receive a 50% discount on program fees based on their level of enrollment. All policies regarding admission and attendance in the Child Care Program will continue to apply to Child Care staff in accordance with the Child Care Division Parent Handbook and Child Care Staff Handbook.

The provisions of this agreement shall remain in force and effect until the parties negotiate a successor agreement for the Miscellaneous and Supervisory bargaining unit, expiring June 2024. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

This agreement shall be effective on the first full pay period following approval by the City Council.

For	the	City:
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Angela Nicholson Angela Nicholson (Jul 17, 2023 20:32 PDT)	Jul 17, 2023
Angela Nicholson	Date
Chief Spokesperson	
CRAIG VERAMAY	Jul 17, 2023
Craig Veramay	Date
City of San Rafael	
Alissa Maris Curtin	Jul 17, 2023
Alissa Curtin	Date
City of San Rafael	

For the Union:

Joel Evans-Fudem	Jul 13, 2023
Joel Evans-Fudem	Date
SEIU, Field Representativ	/e
Jana Blunt Jana Blunt (Jul 13, 2023 10:28 PDT)	Jul 13, 2023
Jana Blunt	Date
SEIU, Field Representativ	/e
Tr (2 2005) Jul 13, 2023 13:39 EDT)	Jul 13, 2023
Trisha Cerutti-Saylors	Date
Gabriela Farias Gabriela Farias (Jul 17, 2023 12:43 PDT)	Jul 17, 2023
Gabriela Farias	Date
Jocelyn Hallroan Jocelyn Hallroan (Jul 17, 2023 12:47 PDT)	Jul 17, 2023
Jocelyn Hallroan	Date

SEIU-San Rafael Reopener Agreement FINAL 7.10

2023-07-18

Final Audit Report

Created: 2023-07-13

By: alissa curtin@cityofsanrafael.org)

Status: Signed

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"SEIU-San Rafael Reopener Agreement FINAL 7.10" History

- Document created by alissa curtin (alissa.curtin@cityofsanrafael.org)
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Signer fariasgab@yahoo.com entered name at signing as Gabriela Farias 2023-07-17 - 7:43:03 PM GMT

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Signer anicholson@nicholsonstrategicservices.com entered name at signing as Angela Nicholson 2023-07-18 - 3:32:48 AM GMT

Document e-signed by Angela Nicholson (anicholson@nicholsonstrategicservices.com)

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- Document e-signed by alissa curtin (alissa.curtin@cityofsanrafael.org)
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RESOLUTION NO.

RESOLUTION APPROVING THE SIDE LETTER AGREEMENT AND AMENDING FY 2023-24 AUTHORIZED POSITIONS IN THE CHILDCARE PROGRAM

WHEREAS, in March 2021, the City of San Rafael entered into a Memorandum of Understanding (MOU) with the SEIU Local 1021 Unit for a three-year term from July 1, 2021 through June 30, 2024, and a separate MOU with the SEIU Local 1021 Child Care Unit for a three year term from November 1, 2021 through October 31, 2024; and

WHEREAS, the SEIU Local 1021 Child Care Unit MOU outlines terms and conditions of employment for the Child Care Director, Child Care Instructor II and Child Care Instructor I classifications; and

WHEREAS, in June 2023, the City's negotiators and representatives of the SEIU Local 1021 Child Care Unit met to discuss the impact of reorganization of the City's school-age Child Care program and the impact of the City's decision to not seek licensing from the State of CA; and

WHEREAS, the parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act and have reached an agreement to move the Child Care Unit classifications into the SEIU Local 1021 Unit by use of a Side Letter Agreement; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby approves the attached Side Letter Agreement Moving the SEIU Child Care Unit into the SEIU Local 1021 Bargaining Unit and amending the FY 2023-24 authorized positions in the childcare program

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 21st day of August 2023, by the following vote, to wit:

		Lindsay Lara, City Clerk
ABSENT:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
AYES:	COUNCILMEMBERS:	

City of San Rafael SEIU - SALARY SCHEDULE

Effective September 1, 2023

Grade	Position		Α		В		С	D	E
7241	Accountant I	\$	6,400	\$	6,720	\$	7,056	\$ 7,409	\$ 7,779
7240	Accountant II	\$	6,720	\$	7,057	\$	7,409	\$ 7,780	\$ 8,169
7200	Accounting Assistant I	\$	4,661	\$	4,895	\$	5,139	\$ 5,396	\$ 5,666
	Accounting Assistant II	\$	5,134	\$	5,391	\$	5,661	\$ 5,944	\$ 6,241
7300	Senior Accounting Assistant	\$	5,661	\$	5,944	\$	6,241	\$ 6,553	\$ 6,881
7299	Accounting Technician	\$	6,402	\$	6,722	\$	7,058	\$ 7,411	\$ 7,782
7205	Administrative Analyst	\$	6,050	\$	6,352	\$	6,670	\$ 7,003	\$ 7,353
7211	Administrative Assistant I	\$	4,832	\$	5,073	\$	5,327	\$ 5,593	\$ 5,873
7212	Administrative Assistant II	\$	5,327	\$	5,594	\$	5,873	\$ 6,167	\$ 6,475
7295	Senior Administrative Assistant	\$	5,736	\$	6,023	\$	6,324	\$ 6,640	\$ 6,972
7216	Administrative Assistant to the City Clerk	\$	5,736	\$	6,023	\$	6,324	\$ 6,640	\$ 6,972
7210	Assistant Planner	\$	6,842	\$	7,184	\$	7,544	\$ 7,921	\$ 8,317
7208	Associate Planner	\$	7,551	\$	7,929	\$	8,325	\$ 8,741	\$ 9,179
7217	Building Inspector I	\$	6,200	\$	6,510	\$	6,836	\$ 7,178	\$ 7,536
7218	Building Inspector II	\$	6,842	\$	7,184	\$	7,544	\$ 7,921	\$ 8,317
7220	Business License Examiner	\$	5,390	\$	5,660	\$	5,943	\$ 6,240	\$ 6,552
7222	Code Enforcement Official I	\$	4,967	\$	5,215	\$	5,476	\$ 5,750	\$ 6,038
7223	Code Enforcement Official II	\$	5,481	\$	5,755	\$	6,043	\$ 6,345	\$ 6,662
7380	Code Enforcement Official III	\$	6,509	\$	6,835	\$	7,176	\$ 7,535	\$ 7,912
2119	Construction Inspector - SRSD	\$	6,739	\$	7,076	\$	7,430	\$ 7,802	\$ 8,192
7224	Custodian	\$	4,626	\$	4,857	\$	5,100	\$ 5,355	\$ 5,623
4210	Data Analyst I	\$	6,989	\$	7,339	\$	7,706	\$ 8,091	\$ 8,496
4211	Data Analyst II	\$	7,688	\$	8,073	\$	8,476	\$ 8,900	\$ 9,345
4212	Data Analyst III	\$	8,457	\$	8,880	\$	9,324	\$ 9,790	\$ 10,280
7226	Deputy City Clerk I	\$	5,880	\$	6,174	\$	6,483	\$ 6,807	\$ 7,147
3702	Deputy City Clerk II*	\$	7,147	\$	7,504	\$	7,880	\$ 8,274	\$ 8,687
9352	Child Care Director**		\$4,371		\$4,590		\$4,819	\$5,060 (2 yr step*)	\$5,313
7120	Emergency Management Coordinator	\$	5,603	\$	5,883	\$	6,177	\$ 6,486	\$ 6,810
7121	Environmental Management Coordinator	\$	5,603	\$	5,883	\$	6,177	\$ 6,486	\$ 6,810
7232	Facility Repair Supervisor	\$	7,365	\$	7,733	\$	8,119	\$ 8,525	\$ 8,952
7291	Facility Repair Worker I	\$	5,226	\$	5,487	\$	5,762	\$ 6,050	\$ 6,352
7233	Facility Repair Worker II	\$	5,764	\$	6,052	\$	6,354	\$ 6,672	\$ 7,006
7294	Facility Repair Worker III	\$	6,203	\$	6,513	\$	6,838	\$ 7,180	\$ 7,539
7108	Fire Prevention Inspector I	\$	7,835	\$	8,226	\$	8,638	\$ 9,070	\$ 9,523
7107	Fire Prevention Inspector II	\$	8,637	\$	9,069	\$	9,522	\$ 9,998	\$ 10,498
9350	Child Care Instructor II**		\$3,137		\$3,294		\$3,459	\$3,632 (2 yr step*)	\$ 3,813
	Child Care Instructor I**		\$2,444		\$2,566		\$2,695	\$2,829 (2 yr step*)	\$ 2,971
	IT Help Desk Supervisor	\$	7,688	\$	8,073	\$	8,476		\$ 9,345
	Librarian I	\$	5,996	\$	6,296	\$	6,611	\$ 6,942	\$ 7,289
	Librarian II	\$	6,299	\$	6,614	\$	6,945	\$ 7,292	\$ 7,656
	Library Aide	\$	2,874	\$	3,018	\$	3,169	\$ 3,327	\$ 3,494
	Library Assistant I	\$	3,948	\$	4,146	\$	4,353	\$ 4,571	\$ 4,799
	Library Assistant II	\$	4,465	\$	4,688	\$	4,923	\$ 5,169	\$ 5,427
	Library Tech Services Supervisor	\$	5,709	\$	5,994	\$	6,294	\$ 6,609	\$ 6,939
	vees are eligible to advance to Step E after at least 2 ye ted per Council action	ars	at Step L) in	the curre	nt jo	ob class		

**Adjusted per Council action

7292	Literacy Program Supervisor	\$	6,949	\$	7,297	\$	7,662	\$	8,045	\$	8,447
7249	Mail and Stores Clerk	\$	4,175	\$	4,384	\$	4,603	\$	4,833	\$	5,075
7255	Network Analyst	\$	6,991	\$	7,340	\$	7,707	\$	8,092	\$	8,497
7274	Network Support Technician	\$	5,347	\$	5,614	\$	5,895	\$	6,190	\$	6,499
7285	Office Assistant I	\$	3,976	\$	4,175	\$	4,383	\$	4,603	\$	4,833
7284	Office Assistant II	\$	4,491	\$	4,716	\$	4,952	\$	5,199	\$	5,459
7256	Park Equipment Mechanic	\$	6,054	\$	6,356	\$	6,674	\$	7,008	\$	7,358
7257	Parking Attendant I	\$	2,276	\$	2,390	\$	2,509	\$	2,635	\$	2,767
7275	Parking Attendant II	\$	2,507	\$	2,632	\$	2,764	\$	2,902	\$	3,047
6208	Parking Enforcement Officer	\$	5,553	\$	5,830	\$	6,122	\$	6,428	\$	6,749
6212	Parking Equipment Technician	\$	5,357	\$	5,625	\$	5,906	\$	6,201	\$	6,512
6209	Parking Maintenance & Collections	\$	5,357	\$	5,625	\$	5,906	\$	6,201	\$	6,511
6211	Parking Operations Supervisor	\$	7,364	\$	7,733	\$	8,119	\$	8,525	\$	8,951
7258	Parks & Graffitti Worker	\$	4,859	\$	5,102	\$	5,357	\$	5,625	\$	5,906
2123	Parks Lead Maintenance Worker	\$	6,203	\$	6,513	\$	6,838	\$	7,180	\$	7,539
7271	Parks Maintenance Supervisor	\$	7,365	\$	7,733	\$	8,119	\$	8,525	\$	8,952
7236	Parks Maintenance Worker I	\$	5,102	\$	5,357	\$	5,625	\$	5,906	\$	6,202
	Parks Maintenance Worker II	\$	5,357	\$	5,625		5,906	\$	6,202	\$	6,512
	Permit Services Coordinator	\$	7,386	\$	7,755	\$	8,143	\$	8,550	\$	8,978
7396	Permit Services Supervisor	\$	8,310	\$	8,725	\$	9,161	\$	9,620	\$	10,101
	Permit Technician I	\$	5,125	\$	5,381	\$	5,650	\$	5,933	\$	6,229
7197	Permit Technician II	\$	5,637	\$	5,919	\$	6,215	\$	6,525	\$	6,852
	Permit Technician III	\$	6,201	\$	6,511	\$	6,836	\$	7,178	\$	7,537
7261	Planning Technician	\$	5,347	\$	5,614	\$	5,895	\$	6,190	\$	6,499
	Principal Planner	\$	9,884	\$	10,378	\$	10,897	\$	11,442	\$	12,014
	Printing Press Operator	\$	5,199	\$	5,459	\$	5,732	\$	6,018	\$	6,319
	Program Analyst	\$	6,635	\$	6,966	\$	7,315	\$	7,681	\$	8,065
	Program Coordinator	\$	5,619	\$	5,900	\$	6,195	\$	6,505	\$	6,830
	Public Works Dispatcher	\$	5,357	\$	5,625	\$	5,906	\$	6,202	\$	6,512
	Public Works Inspector	\$	6,127	\$	6,433		6,755		7,092	\$	7,447
	Revenue Supervisor	\$	8,166		8,574	\$	9,002	\$	9,453	\$	9,925
	Senior Building Inspector	\$	8,122	\$	8,528		8,955	\$	9,403	\$	9,873
	Senior Library Assistant	\$	4,689	\$	4,923		5,170	\$	5,428	\$	5,700
	Senior Planner	\$	8,545	\$	8,972	\$	9,421	\$	9,892	\$	10,387
	Sewer Lead Maintenance Worker	\$	6,840	\$	7,182	\$	7,541	\$	7,918	\$	8,314
	Sewer Maintenance Worker I	\$	5,489	\$	5,764	\$	6,052	\$	6,355	\$	6,672
	Sewer Maintenance Worker II	\$	5,907	\$	6,203		6,513	\$	6,839	\$	7,180
	Sewers Supervisor	\$	7,732	\$	8,118	\$	8,524	\$	8,950	\$	9,398
	Shop & Equipment Supervisor	\$	7,365	\$	7,733	\$	8,120	\$	8,525	\$	8,952
	Street Lead Maintenance Worker	\$	6,203	\$	6,513		6,838	\$	7,180	\$	7,539
	Street Maintenance Supervisor	\$	7,365	\$	7,733	\$	8,119	\$	8,525	\$	8,952
	Street Maintenance Worker I	\$	5,102	\$	5,357	\$	5,625	\$	5,906	\$	6,202
	Street Maintenance Worker II	\$	5,357	\$	5,625		5,906	\$	6,202	\$	6,512
	Street Sweeper Operator	\$	5,625	\$	5,906	\$	6,202	\$	6,512	\$	6,837
	Supervising Parking Enforcement Officer	\$	6,245	\$	6,557	\$	6,885	\$	7,229	\$	7,590
JUZJ	Supervising Vehicle/Equipment Mechanic	\$	6,515	\$	6,841	\$	7,183	\$	7,542	\$	7,919
7288	Caps. violing vorision Equipment intention	¥	0,010								
	Vehicle/Equipment Mechanic I	Φ.	5 400	¢	5 764	Ω.	6 052 1	4.		.*	66/31
7286	Vehicle/Equipment Mechanic I Vehicle/Equipment Mechanic II	\$	5,490 6,054	\$	5,764 6,356	\$	6,052 6,674	\$	6,355 7,008	\$	6,673 7,358

City of San Rafael SEIU - SALARY SCHEDULE

Effective November 1, 2023

Grade	Position		Α		В		С	D	E
7241	Accountant I	\$	6,400	\$	6,720	\$	7,056	\$ 7,409	\$ 7,779
7240	Accountant II	\$	6,720	\$	7,057	\$	7,409	\$ 7,780	\$ 8,169
7200	Accounting Assistant I	\$	4,661	\$	4,895	\$	5,139	\$ 5,396	\$ 5,666
7201	Accounting Assistant II	\$	5,134	\$	5,391	\$	5,661	\$ 5,944	\$ 6,241
7300	Senior Accounting Assistant	\$	5,661	\$	5,944	\$	6,241	\$ 6,553	\$ 6,881
7299	Accounting Technician	\$	6,402	\$	6,722	\$	7,058	\$ 7,411	\$ 7,782
7205	Administrative Analyst	\$	6,050	\$	6,352	\$	6,670	\$ 7,003	\$ 7,353
7211	Administrative Assistant I	\$	4,832	\$	5,073	\$	5,327	\$ 5,593	\$ 5,873
7212	Administrative Assistant II	\$	5,327	\$	5,594	\$	5,873	\$ 6,167	\$ 6,475
7295	Senior Administrative Assistant	\$	5,736	\$	6,023	\$	6,324	\$ 6,640	\$ 6,972
7216	Administrative Assistant to the City Clerk	\$	5,736	\$	6,023	\$	6,324	\$ 6,640	\$ 6,972
7210	Assistant Planner	\$	6,842	\$	7,184	\$	7,544	\$ 7,921	\$ 8,317
7208	Associate Planner	\$	7,551	\$	7,929	\$	8,325	\$ 8,741	\$ 9,179
7217	Building Inspector I	\$	6,200	\$	6,510	\$	6,836	\$ 7,178	\$ 7,536
7218	Building Inspector II	\$	6,842	\$	7,184	\$	7,544	\$ 7,921	\$ 8,317
7220	Business License Examiner	\$	5,390	\$	5,660	\$	5,943	\$ 6,240	\$ 6,552
7222	Code Enforcement Official I	\$	4,967	\$	5,215	\$	5,476	\$ 5,750	\$ 6,038
7223	Code Enforcement Official II	\$	5,481	\$	5,755	\$	6,043	\$ 6,345	\$ 6,662
7380	Code Enforcement Official III	\$	6,509	\$	6,835	\$	7,176	\$ 7,535	\$ 7,912
2119	Construction Inspector - SRSD	\$	6,739	\$	7,076	\$	7,430	\$ 7,802	\$ 8,192
7224	Custodian	\$	4,626	\$	4,857	\$	5,100	\$ 5,355	\$ 5,623
4210	Data Analyst I	\$	6,989	\$	7,339	\$	7,706	\$ 8,091	\$ 8,496
4211	Data Analyst II	\$	7,688	\$	8,073	\$	8,476	\$ 8,900	\$ 9,345
4212	Data Analyst III	\$	8,457	\$	8,880	\$	9,324	\$ 9,790	\$ 10,280
7226	Deputy City Clerk I	\$	5,880	\$	6,174	\$	6,483	\$ 6,807	\$ 7,147
3702	Deputy City Clerk II*	\$	7,147	\$	7,504	\$	7,880	\$ 8,274	\$ 8,687
9352	Child Care Director**		\$4,502		\$4,728		\$4,964	\$5,212 (2 yr step*)	\$5,473
	Emergency Management Coordinator	\$	5,603	\$	5,883	\$	6,177	\$ 6,486	\$ 6,810
	Environmental Management Coordinator	\$	5,603	\$	5,883	\$	6,177	\$ 6,486	\$ 6,810
7232	Facility Repair Supervisor	\$	7,365	\$	7,733	\$	8,119	\$ 8,525	\$ 8,952
	Facility Repair Worker I	\$	5,226	\$	5,487	\$	5,762	\$ 6,050	\$ 6,352
7233	Facility Repair Worker II	\$	5,764	\$	6,052	\$	6,354	\$ 6,672	\$ 7,006
7294	Facility Repair Worker III	\$	6,203	\$	6,513	\$	6,838	\$ 7,180	\$ 7,539
7108	Fire Prevention Inspector I	\$	7,835	\$	8,226	\$	8,638	\$ 9,070	\$ 9,523
7107	Fire Prevention Inspector II	\$	8,637	\$	9,069	\$	9,522	\$ 9,998	\$ 10,498
9350	Child Care Instructor II**		\$3,231		\$3,393		\$3,563	\$3,741 (2 yr step*)	\$ 3,928
9351	Child Care Instructor I**		\$2,517		\$2,643		\$2,775	\$2,914 (2 yr step*)	\$ 3,060
7298	IT Help Desk Supervisor	\$	7,688	\$	8,073	\$	8,476	\$ 8,900	\$ 9,345
7243	Librarian I	\$	5,996	\$	6,296	\$	6,611	\$ 6,942	\$ 7,289
7244	Librarian II	\$	6,299	\$	6,614	\$	6,945	\$ 7,292	\$ 7,656
2404	Library Aide	\$	2,874	\$	3,018	\$	3,169	\$ 3,327	\$ 3,494
7246	Library Assistant I	\$	3,948	\$	4,146	\$	4,353	\$ 4,571	\$ 4,799
7247	Library Assistant II	\$	4,465	\$	4,688	\$	4,923	\$ 5,169	\$ 5,427
2405	Library Tech Services Supervisor	\$	5,709	\$	5,994	\$	6,294	\$ 6,609	\$ 6,939
	rees are eligible to advance to Step E after at least 2 ye	ars	at Step L) in	the curre	nt jo	ob class		

**Adjusted per Council action

7292	Literacy Program Supervisor	\$	6,949	\$	7,297	\$	7,662	\$	8,045	\$	8,447
7249	Mail and Stores Clerk	\$	4,175	\$	4,384	\$	4,603	\$	4,833	\$	5,075
7255	Network Analyst	\$	6,991	\$	7,340	\$	7,707	\$	8,092	\$	8,497
7274	Network Support Technician	\$	5,347	\$	5,614	\$	5,895	\$	6,190	\$	6,499
7285	Office Assistant I	\$	3,976	\$	4,175	\$	4,383	\$	4,603	\$	4,833
7284	Office Assistant II	\$	4,491	\$	4,716	\$	4,952	\$	5,199	\$	5,459
7256	Park Equipment Mechanic	\$	6,054	\$	6,356	\$	6,674	\$	7,008	\$	7,358
7257	Parking Attendant I	\$	2,276	\$	2,390	\$	2,509	\$	2,635	\$	2,767
7275	Parking Attendant II	\$	2,507	\$	2,632	\$	2,764	\$	2,902	\$	3,047
6208	Parking Enforcement Officer	\$	5,553	\$	5,830	\$	6,122	\$	6,428	\$	6,749
6212	Parking Equipment Technician	\$	5,357	\$	5,625	\$	5,906	\$	6,201	\$	6,512
6209	Parking Maintenance & Collections	\$	5,357	\$	5,625	\$	5,906	\$	6,201	\$	6,511
6211	Parking Operations Supervisor	\$	7,364	\$	7,733	\$	8,119	\$	8,525	\$	8,951
7258	Parks & Graffitti Worker	\$	4,859	\$	5,102	\$	5,357	\$	5,625	\$	5,906
2123	Parks Lead Maintenance Worker	\$	6,203	\$	6,513	\$	6,838	\$	7,180	\$	7,539
7271	Parks Maintenance Supervisor	\$	7,365	\$	7,733	\$	8,119	\$	8,525	\$	8,952
7236	Parks Maintenance Worker I	\$	5,102	\$	5,357	\$	5,625	\$	5,906	\$	6,202
	Parks Maintenance Worker II	\$	5,357	\$	5,625		5,906	\$	6,202	\$	6,512
	Permit Services Coordinator	\$	7,386	\$	7,755	\$	8,143	\$	8,550	\$	8,978
7396	Permit Services Supervisor	\$	8,310	\$	8,725	\$	9,161	\$	9,620	\$	10,101
	Permit Technician I	\$	5,125	\$	5,381	\$	5,650	\$	5,933	\$	6,229
7197	Permit Technician II	\$	5,637	\$	5,919	\$	6,215	\$	6,525	\$	6,852
	Permit Technician III	\$	6,201	\$	6,511	\$	6,836	\$	7,178	\$	7,537
7261	Planning Technician	\$	5,347	\$	5,614	\$	5,895	\$	6,190	\$	6,499
	Principal Planner	\$	9,884	\$	10,378	\$	10,897	\$	11,442	\$	12,014
	Printing Press Operator	\$	5,199	\$	5,459	\$	5,732	\$	6,018	\$	6,319
	Program Analyst	\$	6,635	\$	6,966	\$	7,315	\$	7,681	\$	8,065
	Program Coordinator	\$	5,619	\$	5,900	\$	6,195	\$	6,505	\$	6,830
	Public Works Dispatcher	\$	5,357	\$	5,625	\$	5,906	\$	6,202	\$	6,512
	Public Works Inspector	\$	6,127	\$	6,433		6,755		7,092	\$	7,447
	Revenue Supervisor	\$	8,166		8,574	\$	9,002	\$	9,453	\$	9,925
	Senior Building Inspector	\$	8,122	\$	8,528		8,955	\$	9,403	\$	9,873
	Senior Library Assistant	\$	4,689	\$	4,923		5,170	\$	5,428	\$	5,700
	Senior Planner	\$	8,545	\$	8,972	\$	9,421	\$	9,892	\$	10,387
	Sewer Lead Maintenance Worker	\$	6,840	\$	7,182	\$	7,541	\$	7,918	\$	8,314
	Sewer Maintenance Worker I	\$	5,489	\$	5,764	\$	6,052	\$	6,355	\$	6,672
	Sewer Maintenance Worker II	\$	5,907	\$	6,203		6,513	\$	6,839	\$	7,180
	Sewers Supervisor	\$	7,732	\$	8,118	\$	8,524	\$	8,950	\$	9,398
	Shop & Equipment Supervisor	\$	7,365	\$	7,733	\$	8,120	\$	8,525	\$	8,952
	Street Lead Maintenance Worker	\$	6,203	\$	6,513		6,838	\$	7,180	\$	7,539
	Street Maintenance Supervisor	\$	7,365	\$	7,733	\$	8,119	\$	8,525	\$	8,952
	Street Maintenance Worker I	\$	5,102	\$	5,357	\$	5,625	\$	5,906	\$	6,202
	Street Maintenance Worker II	\$	5,357	\$	5,625		5,906	\$	6,202	\$	6,512
	Street Sweeper Operator	\$	5,625	\$	5,906	\$	6,202	\$	6,512	\$	6,837
	Supervising Parking Enforcement Officer	\$	6,245	\$	6,557	\$	6,885	\$	7,229	\$	7,590
JUZJ	Supervising Vehicle/Equipment Mechanic	\$	6,515	\$	6,841	\$	7,183	\$	7,542	\$	7,919
7288	Caps. violing vorision Equipment intention	¥	0,010								
	Vehicle/Equipment Mechanic I	Φ.	5 400	¢	5 764	Ω.	6 052 1	4.		.*	66/31
7286	Vehicle/Equipment Mechanic I Vehicle/Equipment Mechanic II	\$	5,490 6,054	\$	5,764 6,356	\$	6,052 6,674	\$	6,355 7,008	\$	6,673 7,358