

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SOLANA BEACH  
AND  
THE SOLANA BEACH EMPLOYEES' ASSOCIATION  
MISCELLANEOUS EMPLOYEE GROUP  
JULY 1, 2023, to JUNE 30, 2027**



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MISCELLANEOUS GROUP**

JULY 1, 2023, THROUGH JUNE 30, 2027

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**JULY 1, 2023, THROUGH JUNE 30, 2027**

**1. PREAMBLE**

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association, the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time and regular part-time Miscellaneous Unit employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

**2. RECOGNITION**

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA-MISCELLANEOUS EMPLOYEE GROUP as the Recognized Employee Organization for Miscellaneous Unit employees for purposes of employer-employee relations.

Nothing in this Article is intended to amend, alter, modify, or supersede the provisions of Resolution No. 92-52, or the rights of employees thereunder, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

**3. APPROVAL BY THE CITY COUNCIL**

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU), will govern the wages, hours and terms and conditions of employment of the

employees represented by the SBEA-MISCELLANEOUS EMPLOYEE GROUP , subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

#### **4. AUTHORIZED AGENTS/REPRESENTATIVES**

CITY's principal authorized agent shall be the City Manager or the City Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA-MISCELLANEOUS EMPLOYEE GROUP's principal authorized agent shall be its president or a duly authorized designee of the president.

#### **5. CITY MANAGEMENT RIGHTS**

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises such exclusive authority in conformance with the express specific terms of this MOU.

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a) Determine and modify the organization of city government and its constituent work units.
- b) Determine the nature, standards, levels, and mode of delivery of services to be offered to the public; provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA-MISCELLANEOUS EMPLOYEE GROUP and if an effect on represented employees is identified, shall meet, and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- c) Determine the budget, to allocate funds and resources, and determine revenue sources.
- d) Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e) Determine whether goods or services shall be made, purchased, or contracted for; provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- f) Determine employees, including scheduling and assignment of work and overtime.
- g) Establish employee performance standards and require compliance therewith.
- h) Promote or hire employees and establish job qualifications, descriptions, and requirements.
- i) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits or otherwise discipline employees subject to the requirements of applicable law.

- j) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- k) Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l) Take all necessary actions to protect the public and carry out its mission in emergencies.

## **6. EMPLOYEE RIGHTS**

**Non-discrimination:** As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA-MISCELLANEOUS EMPLOYEE GROUP, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

Neither CITY nor SBEA-MISCELLANEOUS EMPLOYEE GROUP shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBEA-MISCELLANEOUS EMPLOYEE GROUP activity or because of the exercise of any right provided to the employees by this MOU or the Meyers-Milias-Brown Act.

**Individual Rights:** Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances, and rules and regulations.

- a) The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b) Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- c) The right to review his or her individual personnel file at times convenient to the employee and the CITY.

### **Miscellaneous Employee Group Rights:**

- a) CITY recognizes the right of SBEA-MISCELLANEOUS EMPLOYEE GROUP to govern its internal affairs.
- b) The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA-MISCELLANEOUS EMPLOYEE GROUP and approved by the City Manager for the use of SBEA-MISCELLANEOUS EMPLOYEE GROUP. Material placed on the bulletin board shall be at the

discretion of SBEA-MISCELLANEOUS EMPLOYEE GROUP. SBEA-MISCELLANEOUS EMPLOYEE GROUP agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a workplace free of discrimination or harassment.

- c) SBEA-MISCELLANEOUS EMPLOYEE GROUP may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA-MISCELLANEOUS EMPLOYEE GROUP members. Use by SBEA-MISCELLANEOUS EMPLOYEE GROUP of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- d) The representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall have reasonable access to the members of SBEA-MISCELLANEOUS EMPLOYEE GROUP for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- e) A representative of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be allowed to be present at the request of any employee at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- f) The CITY agrees to provide reasonable time off, without loss of pay, during scheduled work hours for up to two (2) representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP when said representatives are meeting and conferring on matters within the scope of representation.
- g) SBEA-MISCELLANEOUS EMPLOYEE GROUP may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- h) A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

## **7. FULL UNDERSTANDING, MODIFICATION, WAIVER**

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP, indicating the proposed change prior to its implementation. If SBEA-MISCELLANEOUS EMPLOYEE GROUP wishes to consult or meet and confer with the CITY regarding the matter, SBEA-MISCELLANEOUS EMPLOYEE GROUP shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA-MISCELLANEOUS EMPLOYEE GROUP to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

The consent to, or waiver of, any breach, provision, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all the provisions of this MOU, nor a consent, or waiver of, any future breach, provision, or condition, unless otherwise expressly stated to the contrary in writing.

## **8. PEACEFUL PERFORMANCE OF CITY SERVICES**

No Strike - During the life of this MOU, neither the employees nor any employee's agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty - Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout - During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility - Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement - In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA-MISCELLANEOUS EMPLOYEE GROUP is required to enforce the provisions of said Article by court action, an injunction may be issued.

## **9. PRIOR AGREEMENTS**

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA-MISCELLANEOUS EMPLOYEE GROUP and the CITY.

The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

## **10. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT**

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written notice of intent to bargain not later than February 1 of the final year of the MOU. If a proposal or notice of intent to bargain is submitted, meeting and conferring sessions shall begin and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31 of the final year of the MOU. If neither party submits at least a notice of intent to bargain, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

## **11. RULES AND REGULATIONS**

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to implement the terms of this MOU. During the term of this MOU, any amendments proposed by CITY Management to the City of Solana Beach Personnel Rules and Regulations pursuant to the rights reserved to the CITY under this MOU shall be made after providing notice and an opportunity for input to the designated representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP.

## **12. HOURS OF WORK**

Hours of work and work schedules shall be determined according to Section 9.01 of the City Personnel Rules and Regulations.



Employees are required to accurately report all time worked on their time sheets. Under no circumstances may an employee work any time in addition to their regular work hours, whether before or after work or during an unpaid meal break, without first receiving approval in advance from their supervisor.

### **13. SALARY ADJUSTMENT**

The parties jointly agree that the following salary increase shall be applicable for the term of this MOU for all SBEA-MISCELLANEOUS EMPLOYEE GROUP classifications as specified on the salary schedule in Appendix B:

- a) Effective the first full pay period in July 2023: seven percent (7%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- b) Effective the first full pay period in July 2024: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- c) Effective the first full pay period in July 2025: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- d) Effective the first full pay period in July 2026: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- e) **Additional Salary Adjustments**: Effective the first full pay period in July 2023, an additional step (STEP G) will be added to the SBEA-MISCELLANEOUS EMPLOYEE GROUP Salary Schedule 3.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA-MISCELLANEOUS EMPLOYEE GROUP. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

### **14. CAFETERIA BENEFIT PLAN**

All regular employees in the SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2023, through June 30, 2024, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,586.82 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2024, through June 30, 2025, the City will increase the maximum monthly health insurance allowance by 6% from \$1,586.82 to a maximum of up to \$1,682.03 per

month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.

- c) Effective July 1, 2025, through June 30, 2026, the City will increase the maximum monthly health insurance allowance by 6% from \$1,682.03 to a maximum of up to \$1,782.95 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- d) Effective July 1, 2026, through June 30, 2027, the City will increase the maximum monthly health insurance allowance by 6% from \$1,782.95 to a maximum of up to \$1,890.00 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- e) All previous terms apply.
- f) Contributions for Part-Time SBEA-Miscellaneous Employees will be prorated at a rate that is representative of their part-time work status (e.g. 50% or 75%)

#### **Opt-Out/Cash Back Provisions:**

##### **Employees hired prior to July 1, 2021:**

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("optout") will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

##### **Employees hired on or after July 1, 2021:**

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("optout") will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475

will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBEA-Misc. employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third-party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

## **15. RETIREMENT SYSTEM CONTRIBUTIONS**

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

### **A. Employees hired prior to January 1, 2011:**

- i. The City will continue to participate in the California Public Employees Retirement System (CalPERS) and provide a 2.5% at 55 retirement benefit with the use of the employee's single highest year salary. The cost of the program will continue to be shared between City and SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. Employees shall pay the entire CalPERS Retirement employee share of 8%.
- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 1.04% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution for a total of 9.04%.

### **B. For classic employees (as defined by CalPERS) hired on or after January 1, 2011:**

- i. The CalPERS formula for employees shall be 2% at 60, with the use of the average of the employee's highest-three-year-salary. Employees shall pay

the entire CalPERS Retirement employee share of the CalPERS retirement contribution.

- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 0.19% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution.

C. **Employees hired on or after January 1, 2013, and defined by CalPERS as new members:**

- i. The CalPERS formula for employees shall be 2% at 62, with the use of the average of the employee's highest-three-year-salary. Employees shall pay the normal cost contribution, as determined by CalPERS.

All benefits and amendments to the Retirement system provided in previous MOUs between the City and the SBEA-MISCELLANEOUS EMPLOYEE GROUP employees, shall remain in full force unless otherwise annulled by this MOU.

D. **Mission Square Retirement**

The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement 457 Savings Plan by each MISCELLANEOUS EMPLOYEE GROUP employee, with an annual cap of \$2,000 per year.

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees must have an active account with Mission Square Retirement.

**16. RETIREE HEALTH BENEFITS**

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits as follows:

Staff members currently employed who retire from the City at a future date, shall receive the following Retiree Health benefits in recognition of their vested rights and service to the City:

- a) Staff members hired **prior to January 1, 2007**, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any remaining balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA), which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members with a date of hire **on or after January 1, 2007**, who subsequently retire from the City **AND** enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

**17. LIFE INSURANCE**

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

**18. LONG TERM DISABILITY INSURANCE (LTD)**

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees.

**19. LEAVE PROVISIONS**

Employees shall be entitled to leaves of absence as provided in the City’s Personnel Rules and Regulations.

**19.1 Vacation**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation usage, , and payoff as provided in the CITY Personnel Rules and Regulations.

The vacation accrual rates have been updated as listed below for all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees:

<b>Completed Months of Employment</b>	<b>Accrual Rate</b>	<b>Maximum Accrual Rate</b>
• 0-35 months (1-3 years)	3.08 hours per pay period	160.16 hours
• 36- 59 months (3-5 years)	4.62 hours per pay period	240.24 hours
• 60-119 months (5-10 years)	6.461 hours per pay period	335.97 hours
• 120-179 months (10-15 years)	7.38 hours per pay period	383.76 hours
• 180+ months (15+ years)	8.31 hours per pay period	432.12 hours

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation accrual at a rate that is representative of their part-time status (50%, 75%, etc.)

**19.2 Holidays**

“Holiday Leave” “Holidays” and “Holiday Pay” are governed by the provisions of the City Personnel Rules and Regulations, except for the following amendments:

a) **Holiday Leave**

Holiday Leave shall be “leave with pay” credited to employees in the number of hours the employee(s) would have worked based on their regular work for full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. For example, for employees working a

9/80 schedule, if a holiday occurs on a Friday, employees will be credited with eight (8) hours of Holiday Leave, whereas if a holiday occurs Monday through Thursday, employees will be credited with nine (9) hours of Holiday Leave. If a holiday occurs on a weekend day, employees will be credited with nine (9) hours of Holiday Leave. Employees will not be credited with Holiday Leave that exceeds the number of hours they would have worked.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with Holiday Leave at a rate that is representative of their part-time status (e.g., 50% or 75%).

b) **Christmas and New Year's Holidays**

In observance of the Christmas and New Year's Holidays, City administrative offices will close between Christmas Eve (12/24) through New Year's Day (1/1). SBEA-MISCELLANEOUS EMPLOYEE GROUP employees are entitled to full-day holiday pay during this closure.

If Christmas Eve, Christmas Day, New Year's Eve or New Year's Day holidays fall on a weekend (Saturday and/or Sunday), or on a regularly alternating closed Friday, or on an employee's regularly scheduled day off, regular full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with nine (9) or eight (8) hours of Holiday fixed leave, as outlined in section 19.2(a) in observance of these holidays.

Permanent Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to Holiday Leave representative of their part-time status (e.g., 50% or 75%).

The CITY reserves the right to determine the most efficient manner in which to provide the Christmas, Christmas Eve, New Year's Eve and New Year's Day holidays.

c) **Work on a Holiday**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees who are required to work on an official CITY holiday shall be compensated at the rate of time and one-half (1.5) the base rate of pay for hours actually worked.

Such compensation shall either be paid or, at the employee's option, be provided in compensatory time off (comp time) if the employee is eligible to receive comp time and if the comp time would not exceed the maximum number of hours permitted (50 hours). The affected employee shall also receive holiday credit based on their normal work schedule.

d) **Juneteenth Holiday**

Juneteenth will be added to the list of the City's official observed holidays. Juneteenth will be observed on June 19<sup>th</sup> of each year.

e) **Floating Holiday Leaves**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with floating holiday leave consisting of eighteen (18) hours of floating holiday leave credited on July 1<sup>st</sup> of each year (“July Floating Holiday”) and nine (9) hours of floating holiday leave credited on January 1<sup>st</sup> of each year (“January Floating Holiday”). Newly hired employees shall be credited with July Floating Holiday and January Floating Holiday in the following manner:

**July Floating Holidays:**

- a) Employees hired in the months of July through September shall receive 18 hours of floating holiday leave when hired.
- b) Employees hired in the months of October through December shall receive 12 hours of floating holiday leave when hired.
- c) Employees hired in the months of January through March shall receive 6 hours of floating holiday leave when hired.
- d) Employees hired in the months of April through June shall receive 3 hours of floating holiday leave when hired.

**January Floating Holiday:**

- a) Employees hired in the months of January through March shall receive 9 hours of floating holiday leave when hired.
- b) Employees hired in the months of April through June shall receive 6 hours of floating holiday leave when hired.
- c) Employees hired in the months of July through December shall receive 3 hours of floating holiday leave when hired.

July Floating Holiday shall be capped at a maximum accrual of eighteen (18) hours per fiscal year and January Floating Holiday shall be capped at a maximum accrual of nine (9) hours per calendar year for a maximum total accrual of floating holiday leave of twenty-seven (27) hours.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with floating holiday leave at a rate that is representative of their part-time status (e.g., 50%, 75%, etc.).

**19.3 Bereavement Leave**

Section 10.03-A of the City Personnel Rules shall be amended to provide, with respect to SBEA-MISC employees, as follows:

- a) Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay.
- b) Members of the immediate family are defined as an employee’s spouse, registered domestic partner, children (including stepchildren), parent (including stepparent), legal guardian (or former legal guardian), siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law,

fiancés, grandparents, and grandchildren.

- c) When a death occurs in an employee's immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to five (5) working days per occurrence.
- d) The first three (3) working days of an employee's bereavement leave will be granted without any loss of pay.
- e) If additional bereavement leave is necessary, the employee may take up to two (2) additional working days of leave. This additional leave time can be taken at the option of the employee, as either without pay or as a charge against the employee's accrued sick leave balance.
- f) If additional bereavement leave is necessary (more than 5 workdays), the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the department head.
- g) Bereavement leave does not need to be taken consecutively, but must be completed within 3 months of the date of the family member's death.
- h) The City may request documentation of the family member's death in the form of a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The employee must provide the requested documentation within 30 days of the first day of leave.

#### **19.4 Jury Duty / Witness Duty**

- a) Employees shall be compensated for jury duty according to Section 10.04 of the City Personnel Rules and Regulations.
- b) While on jury duty, SBEA/MISC. members will be granted leave without any loss in pay.
- c) Time spent on jury duty is not considered hours worked. As such, it is not eligible for overtime, mileage reimbursement, expenses reimbursements, or Workers Compensation.
- d) Employees shall be compensated for witness duty according to Section 10.05 of the City Personnel Rules and Regulations.

#### **19.5 Special Leaves of Absence without Pay**

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family and Medical Leave Act (FMLA) of 1993 and California Family Rights Act (CFRA) (California Government Code 12945.2).



## **19.6 Sick Leave**

Employees shall be entitled to accrue sick leave based upon the City Personnel Rules and Regulations. Part-time employees shall be entitled to accrue sick leave at a rate that is representative of their part-time status (e.g., 50%, 75%). Sick leave accrual, usage and pay-off shall be subject to the provisions the City Personnel Rules and Regulations.

- a) Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect 60 hours of sick leave may be converted to vacation leave when an employee has not used up more than 60 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

## **19.7 Sick Leave Payoff at Retirement**

The CITY will provide sick leave payoff at retirement as follows:

Sick leave payoff would occur when an employee either voluntarily separates from City service in good standing or retires (non-disability) from the City. Payoff shall be in cash at the rate of twenty percent (20%) of the sick leave balance at the time of retirement or separation up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee is required to have a minimum of ten (10) years of service with the CITY. There shall be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

## **20. OVERTIME**

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay (comp time) as provided in the City Personnel Rules and Regulations. If a holiday falls within the normal work week, the employee shall be paid overtime pay (not comp-in-lieu time) for any hours worked in excess of 40 hours in a workweek and the holiday would count as hours worked for the purposes of MOU overtime calculations. This provision only applies to City recognized holidays and shall not apply to sick or vacation time taken. MOU overtime will be paid at 1.5x the base rate of pay. If the additional work results in actual hours worked in excess of forty (40) hours in the employee's designated workweek, the employee shall be compensated for these excess hours at 1.5x the FLSA regular rate of pay.

Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Department Head in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

## **21. CALL BACK – Non-Public Works Employees**

Non-Public Works Miscellaneous Group employees shall be entitled to call back pay as provided in the CITY Personnel Rules and Regulations.

## **22. CALL BACK and STAND-BY PAY - Public Works Employees**

- a) Call back work is defined as work required by the City of an employee who, following completion of the employee's workday or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work. Public Works Employees who are called back shall receive a minimum of three (3) hours compensation at time and one-half base rate of pay unless employee is called back less than two hours before start of employee's next regular shift or workday.
- b) Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.
- c) If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.
- d) Public Works employees shall be paid for mileage to and from the Public Works Yard during call back duty.
- e) Stand-by pay will be compensated at one hour at time and a half their straight time pay, at the employee's base rate for each day the employee is on "Stand-by," for represented Public Works employees.

## **23. MILEAGE ALLOWANCE**

Employees shall receive a mileage allowance as provided in the City Personnel Rules and Regulations.

## **24. BILINGUAL PAY**

The City agrees to provide additional compensation in the amount of \$100 per month to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a) Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Department.
- b) Eligible languages are Spanish and American Sign Language.
- c) Bilingual pay for permanent part-time employees shall be prorated.
- d) Bilingual pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- e) Bilingual pay will be paid based on 26 pay periods per year.

- f) During the term of this MOU, the City will continue to use ALTA Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

**ALTA Speaking/Listening**

- 10-12 Superior = Fluent
- 6-9 Conversational = Basic
- 5 and below = Fail

**25. TUITION REIMBURSEMENT**

Each SBEA-MISCELLANEOUS EMPLOYEE GROUP employee shall be eligible for a maximum reimbursement each fiscal year up to, but not to exceed, \$2,000.

**26. SEVERANCE PAY**

The CITY shall provide severance pay for Miscellaneous Unit employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations as follows:

- a) Employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations shall receive severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employee's termination; provided however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days, then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- b) Severance pay shall be payable in installments. The first installment shall be made on a regularly scheduled pay day following date of termination.-Subsequent payments shall be made on a bi-weekly basis thereafter on regularly scheduled pay days.
- c) An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d) In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e) An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.

- f) Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to the City Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

**27. SAFETY COMMITTEE**

The employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

**28. SAFETY PROVISIONS**

**28.1 Safety Shoes**

The CITY will reimburse full-time Public Works employees, as defined below, for the purchase of steel-toe safety shoes and insoles in an amount not to exceed a total of two-hundred dollars (\$200) per fiscal year. This amount may be divided by the employee during the course of the fiscal year if the employee decides to purchase more than one pair of steel-toed shoes or insoles. All Public Works employees shall wear steel-toe safety shoes while performing work within the scope of their employment for the CITY.

**Public Works Employees:**

Lead Maintenance Worker  
Maintenance Worker I/II

**28.2 Sunscreen**

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as-needed basis to all CITY employees who perform work outdoors.

**29. REOPENER**

During the duration of this MOU the City may reopen negotiations to discuss the following items for citywide implementation:

- a) New City Personnel Rules and Regulations

**30. SAVINGS CLAUSE**

If any provisions of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

**31. SEVERABILITY**

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

**32. TERM**

The term of this agreement shall be retroactive to July 1, 2023, subject to formal approval by the City Council, and shall expire at midnight, June 30, 2027.

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APPENDIX A

SBEA-MISCELLANEOUS EMPLOYEE GROUP represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

SOLANA BEACH EMPLOYEES' ASSOCIATION  
(SBEA-MISCELLANEOUS EMPLOYEE GROUP)

By: 


Date: 6/30/23

PATRICIA LETTS  
SBEA-MISCELLANEOUS EMPLOYEE GROUP

By:   
DANIEL WELTE  
SBEA-MISCELLANEOUS EMPLOYEE GROUP

Date: 6/30/23

APPROVED AS TO LEGAL FORM:

By:   
JOHANNA CANLAS  
CITY ATTORNEY


Date: 7/17/2023

CITY COUNCIL:

  
By: \_\_\_\_\_  
LESA HEEBNER  
MAYOR

Date: \_\_\_\_\_

ATTEST:

By:   
ANGELA IVEY  
CITY CLERK

Date: 07/18/2023

CITY:

By:   
GREGORY WADE  
CITY MANAGER

Date: 7-17-23

**APPENDIX B**

**SOLANA BEACH EMPLOYEES' ASSOCIATION  
MISCELLANEOUS GROUP  
SALARY SCHEDULE 3**

**Miscellaneous Employee Group Pay Structure Salary Schedule 3  
Effective First Full Pay Period in July 2023**

FY 2023/2024

**SBEA - MISCELLANEOUS EMPLOYEES  
SALARY SCHEDULE 3  
JULY 1, 2023**

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 18.36	\$ 19.27	\$ 20.23	\$ 21.26	\$ 22.32	\$ 23.43	\$ 24.60	\$ 3,182.40	\$ 3,340.13	\$ 3,508.53	\$ 3,683.33	\$ 3,868.80	\$ 4,061.20	\$ 4,264.00
MIS (MS) 4151	Maintenance Worker I	\$ 22.17	\$ 23.28	\$ 24.46	\$ 25.88	\$ 26.95	\$ 28.30	\$ 29.72	\$ 3,842.80	\$ 4,034.94	\$ 4,239.73	\$ 4,451.20	\$ 4,671.33	\$ 4,905.33	\$ 5,151.47
MIS (MS) 4201	Administrative Assistant II	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.22	\$ 28.59	\$ 30.02	\$ 3,882.67	\$ 4,078.80	\$ 4,281.33	\$ 4,496.27	\$ 4,718.13	\$ 4,956.00	\$ 5,203.47
MIS (MS) 4251	Maintenance Worker II	\$ 25.00	\$ 26.24	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50	\$ 4,333.33	\$ 4,548.27	\$ 4,775.33	\$ 5,014.53	\$ 5,265.87	\$ 5,529.33	\$ 5,806.67
MIS (MS) 4301	Code Compliance Specialist	\$ 27.33	\$ 28.70	\$ 30.13	\$ 31.64	\$ 33.21	\$ 34.88	\$ 36.62	\$ 4,737.20	\$ 4,974.67	\$ 5,222.53	\$ 5,484.27	\$ 5,756.40	\$ 6,045.87	\$ 6,347.47
MIS (MS) 4351	Permit Technician	\$ 27.81	\$ 28.99	\$ 30.44	\$ 31.96	\$ 33.56	\$ 35.24	\$ 37.00	\$ 4,785.73	\$ 5,024.93	\$ 5,276.27	\$ 5,539.73	\$ 5,817.07	\$ 6,108.27	\$ 6,413.33
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 27.88	\$ 29.28	\$ 30.74	\$ 32.28	\$ 33.89	\$ 35.59	\$ 37.37	\$ 4,832.53	\$ 5,075.20	\$ 5,328.27	\$ 5,595.20	\$ 5,874.27	\$ 6,168.93	\$ 6,477.47
MIS (MS) 4501	Management Assistant														
MIS (MS) 4551	Lead Maintenance Worker	\$ 28.72	\$ 30.16	\$ 31.67	\$ 33.26	\$ 34.91	\$ 36.67	\$ 38.50	\$ 4,978.13	\$ 5,227.73	\$ 5,489.47	\$ 5,765.07	\$ 6,051.07	\$ 6,350.13	\$ 6,673.33
MIS (MS) 4601	Code Compliance Officer	\$ 30.18	\$ 31.69	\$ 33.29	\$ 34.95	\$ 36.70	\$ 38.53	\$ 40.46	\$ 5,231.20	\$ 5,492.93	\$ 5,770.27	\$ 6,058.00	\$ 6,361.33	\$ 6,678.53	\$ 7,013.07
MIS (MS) 4651	Senior Engineering Technician	\$ 33.22	\$ 34.89	\$ 36.64	\$ 38.47	\$ 40.39	\$ 42.40	\$ 44.52	\$ 5,758.13	\$ 6,047.60	\$ 6,350.93	\$ 6,668.13	\$ 7,000.93	\$ 7,349.33	\$ 7,716.80
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 33.51	\$ 35.19	\$ 36.96	\$ 38.80	\$ 40.73	\$ 42.77	\$ 44.91	\$ 5,808.40	\$ 6,099.60	\$ 6,406.40	\$ 6,725.33	\$ 7,059.87	\$ 7,413.47	\$ 7,784.40
MIS (MS) 4801	Environmental Specialist	\$ 34.03	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.36	\$ 43.42	\$ 45.59	\$ 5,898.53	\$ 6,191.47	\$ 6,500.00	\$ 6,825.87	\$ 7,169.07	\$ 7,526.13	\$ 7,902.27
MIS (MS) 4851	Senior Code Compliance Officer	\$ 34.11	\$ 35.82	\$ 37.61	\$ 39.48	\$ 41.46	\$ 43.54	\$ 45.72	\$ 5,912.40	\$ 6,208.80	\$ 6,519.07	\$ 6,843.20	\$ 7,186.40	\$ 7,546.93	\$ 7,924.80
MIS (MS) 4901	Public Works Inspector	\$ 35.04	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.61	\$ 44.74	\$ 46.98	\$ 6,073.60	\$ 6,378.67	\$ 6,697.60	\$ 7,032.13	\$ 7,385.73	\$ 7,754.93	\$ 8,143.20
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 37.89	\$ 39.57	\$ 41.55	\$ 43.82	\$ 46.81	\$ 49.10	\$ 50.51	\$ 6,532.93	\$ 6,858.80	\$ 7,202.00	\$ 7,560.80	\$ 7,940.40	\$ 8,337.33	\$ 8,756.07
MIS (MS) 5051	Assistant Civil Engineer	\$ 38.74	\$ 40.68	\$ 42.71	\$ 44.85	\$ 47.09	\$ 49.48	\$ 51.93	\$ 6,714.93	\$ 7,051.20	\$ 7,403.07	\$ 7,774.00	\$ 8,162.27	\$ 8,573.07	\$ 9,001.20
MIS (MS) 5101	Associate Civil Engineer	\$ 46.38	\$ 48.71	\$ 51.14	\$ 53.69	\$ 56.38	\$ 59.20	\$ 62.18	\$ 8,039.20	\$ 8,443.07	\$ 8,864.27	\$ 9,306.27	\$ 9,772.53	\$ 10,261.33	\$ 10,774.40

**Miscellaneous Employee Group Pay Structure Salary Schedule 3  
Effective First Full Pay Period in July 2024**

FY 2024/2025

**SBEA - MISCELLANEOUS  
EMPLOYEES SALARY  
SCHEDULE 3  
JULY 13, 2024**

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 18.91	\$ 19.85	\$ 20.84	\$ 21.89	\$ 22.99	\$ 24.13	\$ 25.34	\$ 3,277.73	\$ 3,440.67	\$ 3,612.27	\$ 3,794.27	\$ 3,984.93	\$ 4,183.11	\$ 4,392.27
MIS (MS) 4151	Maintenance Worker I	\$ 22.84	\$ 23.98	\$ 25.19	\$ 26.45	\$ 27.76	\$ 29.15	\$ 30.61	\$ 3,968.93	\$ 4,156.53	\$ 4,366.27	\$ 4,584.67	\$ 4,811.73	\$ 5,052.67	\$ 5,305.73
MIS (MS) 4201	Administrative Assistant II	\$ 23.07	\$ 24.23	\$ 25.44	\$ 26.72	\$ 28.04	\$ 29.45	\$ 30.92	\$ 3,998.80	\$ 4,199.87	\$ 4,409.60	\$ 4,631.47	\$ 4,860.27	\$ 5,104.67	\$ 5,359.47
MIS (MS) 4251	Maintenance Worker II	\$ 25.75	\$ 27.03	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.51	\$ 4,463.33	\$ 4,685.20	\$ 4,919.20	\$ 5,165.33	\$ 5,423.60	\$ 5,695.73	\$ 5,981.73
MIS (MS) 4301	Code Compliance Specialist	\$ 28.15	\$ 29.56	\$ 31.03	\$ 32.59	\$ 34.21	\$ 35.93	\$ 37.72	\$ 4,879.33	\$ 5,123.73	\$ 5,378.53	\$ 5,648.93	\$ 5,929.73	\$ 6,227.87	\$ 6,538.13
MIS (MS) 4351	Permit Technician	\$ 28.44	\$ 29.86	\$ 31.35	\$ 32.92	\$ 34.57	\$ 36.30	\$ 38.11	\$ 4,929.60	\$ 5,175.73	\$ 5,434.00	\$ 5,706.13	\$ 5,992.13	\$ 6,292.00	\$ 6,605.73
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 28.72	\$ 30.16	\$ 31.66	\$ 33.25	\$ 34.91	\$ 36.66	\$ 38.49	\$ 4,978.13	\$ 5,227.73	\$ 5,487.73	\$ 5,763.33	\$ 6,051.07	\$ 6,354.40	\$ 6,671.60
MIS (MS) 4501	Management Assistant														
MIS (MS) 4551	Lead Maintenance Worker	\$ 29.58	\$ 31.06	\$ 32.62	\$ 34.26	\$ 35.96	\$ 37.77	\$ 39.66	\$ 5,127.20	\$ 5,383.73	\$ 5,654.13	\$ 5,938.40	\$ 6,233.07	\$ 6,546.80	\$ 6,874.40
MIS (MS) 4601	Code Compliance Officer	\$ 31.09	\$ 32.64	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.67	\$ 5,388.93	\$ 5,657.60	\$ 5,943.60	\$ 6,240.00	\$ 6,552.00	\$ 6,879.60	\$ 7,222.80
MIS (MS) 4651	Senior Engineering Technician	\$ 34.22	\$ 35.94	\$ 37.74	\$ 39.62	\$ 41.60	\$ 43.67	\$ 45.86	\$ 5,931.47	\$ 6,229.60	\$ 6,541.60	\$ 6,867.47	\$ 7,210.67	\$ 7,569.47	\$ 7,949.07
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 34.52	\$ 36.25	\$ 38.07	\$ 39.96	\$ 41.95	\$ 44.05	\$ 46.26	\$ 6,083.47	\$ 6,283.33	\$ 6,598.80	\$ 6,926.40	\$ 7,271.33	\$ 7,635.33	\$ 8,018.40
MIS (MS) 4801	Environmental Specialist	\$ 35.05	\$ 36.79	\$ 38.63	\$ 40.56	\$ 42.60	\$ 44.72	\$ 46.98	\$ 6,075.33	\$ 6,378.93	\$ 6,695.87	\$ 7,030.40	\$ 7,384.00	\$ 7,751.47	\$ 8,139.73
MIS (MS) 4851	Senior Code Compliance Officer	\$ 35.13	\$ 36.89	\$ 38.74	\$ 40.66	\$ 42.70	\$ 44.85	\$ 47.09	\$ 6,089.20	\$ 6,394.27	\$ 6,714.93	\$ 7,047.73	\$ 7,401.33	\$ 7,774.00	\$ 8,162.27
MIS (MS) 4901	Public Works Inspector	\$ 36.09	\$ 37.90	\$ 39.80	\$ 41.79	\$ 43.89	\$ 46.08	\$ 48.39	\$ 6,255.60	\$ 6,599.33	\$ 6,968.67	\$ 7,243.60	\$ 7,607.60	\$ 7,987.20	\$ 8,387.60
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 38.82	\$ 40.76	\$ 42.80	\$ 44.93	\$ 47.18	\$ 49.54	\$ 52.03	\$ 6,728.80	\$ 7,065.07	\$ 7,418.67	\$ 7,787.87	\$ 8,177.87	\$ 8,586.93	\$ 9,018.53
MIS (MS) 5051	Assistant Civil Engineer	\$ 39.90	\$ 41.90	\$ 43.99	\$ 46.20	\$ 48.50	\$ 50.94	\$ 53.49	\$ 6,916.00	\$ 7,262.67	\$ 7,624.93	\$ 8,008.00	\$ 8,406.67	\$ 8,826.60	\$ 9,271.60
MIS (MS) 5101	Associate Civil Engineer	\$ 47.77	\$ 50.17	\$ 52.67	\$ 55.30	\$ 58.07	\$ 60.98	\$ 64.02	\$ 8,280.13	\$ 8,698.13	\$ 9,129.47	\$ 9,585.33	\$ 10,065.47	\$ 10,569.87	\$ 11,096.80

**Miscellaneous Employee Group Pay Structure Salary Schedule 3  
Effective First Full Pay Period in July 2025**

FY 2025/2026

SBEA - MISCELLANEOUS EMPLOYEES  
SALARY SCHEDULE 3  
JULY 12, 2025

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.88	\$ 24.85	\$ 26.10	\$ 3,376.53	\$ 3,544.67	\$ 3,721.47	\$ 3,908.67	\$ 4,104.53	\$ 4,307.33	\$ 4,524.00
MIS (MS) 4151	Maintenance Worker I	\$ 23.53	\$ 24.70	\$ 25.95	\$ 27.24	\$ 28.59	\$ 30.02	\$ 31.53	\$ 4,078.53	\$ 4,281.33	\$ 4,498.00	\$ 4,721.60	\$ 4,955.60	\$ 5,203.47	\$ 5,465.20
MIS (MS) 4201	Administrative Assistant II	\$ 23.76	\$ 24.96	\$ 26.20	\$ 27.52	\$ 28.88	\$ 30.33	\$ 31.85	\$ 4,118.40	\$ 4,326.40	\$ 4,541.33	\$ 4,770.13	\$ 5,005.87	\$ 5,257.20	\$ 5,520.67
MIS (MS) 4251	Maintenance Worker II	\$ 26.52	\$ 27.84	\$ 29.23	\$ 30.69	\$ 32.23	\$ 33.85	\$ 35.55	\$ 4,596.80	\$ 4,825.60	\$ 5,066.53	\$ 5,319.60	\$ 5,585.53	\$ 5,867.33	\$ 6,162.00
MIS (MS) 4301	Code Compliance Specialist	\$ 28.99	\$ 30.45	\$ 31.96	\$ 33.57	\$ 35.24	\$ 37.01	\$ 38.85	\$ 5,024.93	\$ 5,278.00	\$ 5,536.73	\$ 5,818.80	\$ 6,108.27	\$ 6,415.07	\$ 6,734.00
MIS (MS) 4351	Permit Technician	\$ 29.29	\$ 30.76	\$ 32.29	\$ 33.91	\$ 35.61	\$ 37.39	\$ 39.25	\$ 5,076.93	\$ 5,331.73	\$ 5,596.93	\$ 5,877.73	\$ 6,172.40	\$ 6,480.93	\$ 6,803.33
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 29.58	\$ 31.06	\$ 32.61	\$ 34.25	\$ 35.96	\$ 37.76	\$ 39.64	\$ 5,127.20	\$ 5,383.73	\$ 5,652.40	\$ 5,936.67	\$ 6,233.07	\$ 6,545.07	\$ 6,870.93
MIS (MS) 4501	Management Assistant	\$ 30.47	\$ 31.99	\$ 33.60	\$ 35.29	\$ 37.04	\$ 38.90	\$ 40.85	\$ 5,281.47	\$ 5,544.93	\$ 5,824.00	\$ 6,116.93	\$ 6,420.27	\$ 6,742.07	\$ 7,080.67
MIS (MS) 4551	Lead Maintenance Worker														
MIS (MS) 4601	Code Compliance Officer	\$ 32.02	\$ 33.62	\$ 35.32	\$ 37.08	\$ 38.93	\$ 40.88	\$ 42.92	\$ 5,550.13	\$ 5,827.47	\$ 6,122.13	\$ 6,427.20	\$ 6,747.87	\$ 7,085.87	\$ 7,439.47
MIS (MS) 4651	Senior Engineering Technician	\$ 35.25	\$ 37.02	\$ 38.87	\$ 40.81	\$ 42.85	\$ 44.98	\$ 47.24	\$ 6,110.00	\$ 6,416.80	\$ 6,737.47	\$ 7,073.73	\$ 7,427.33	\$ 7,796.53	\$ 8,188.27
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 35.56	\$ 37.34	\$ 39.21	\$ 41.16	\$ 43.21	\$ 45.37	\$ 47.65	\$ 6,163.73	\$ 6,472.27	\$ 6,796.40	\$ 7,134.40	\$ 7,489.73	\$ 7,864.13	\$ 8,259.33
MIS (MS) 4801	Environmental Specialist	\$ 36.10	\$ 37.89	\$ 39.79	\$ 41.78	\$ 43.88	\$ 46.06	\$ 48.37	\$ 6,257.33	\$ 6,567.60	\$ 6,896.93	\$ 7,241.87	\$ 7,605.87	\$ 7,983.73	\$ 8,384.13
MIS (MS) 4851	Senior Code Compliance Officer	\$ 36.18	\$ 38.00	\$ 39.90	\$ 41.88	\$ 43.98	\$ 46.20	\$ 48.50	\$ 6,271.20	\$ 6,586.67	\$ 6,916.00	\$ 7,259.20	\$ 7,623.20	\$ 8,008.00	\$ 8,406.67
MIS (MS) 4901	Public Works Inspector	\$ 37.17	\$ 39.04	\$ 40.99	\$ 43.04	\$ 45.21	\$ 47.46	\$ 49.84	\$ 6,442.80	\$ 6,768.93	\$ 7,104.93	\$ 7,460.27	\$ 7,836.40	\$ 8,226.40	\$ 8,638.93
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 39.98	\$ 41.98	\$ 44.08	\$ 46.28	\$ 48.60	\$ 51.03	\$ 53.59	\$ 6,929.87	\$ 7,276.53	\$ 7,640.53	\$ 8,021.87	\$ 8,424.00	\$ 8,845.20	\$ 9,288.93
MIS (MS) 5051	Assistant Civil Engineer	\$ 41.10	\$ 43.16	\$ 45.31	\$ 47.59	\$ 49.96	\$ 52.47	\$ 55.09	\$ 7,124.00	\$ 7,481.07	\$ 7,853.73	\$ 8,248.93	\$ 8,659.73	\$ 9,094.80	\$ 9,548.93
MIS (MS) 5101	Associate Civil Engineer	\$ 49.20	\$ 51.68	\$ 54.25	\$ 56.96	\$ 59.81	\$ 62.81	\$ 65.94	\$ 8,528.00	\$ 8,957.87	\$ 9,403.33	\$ 9,873.07	\$ 10,367.07	\$ 10,887.07	\$ 11,429.60

**Miscellaneous Employee Group Pay Structure Salary Schedule 3  
Effective First Full Pay Period in July 2026**

2026/2027

SBEA - MISCELLANEOUS EMPLOYEES  
SALARY SCHEDULE 3  
JULY 11, 2026

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 20.06	\$ 21.06	\$ 22.11	\$ 23.23	\$ 24.39	\$ 25.60	\$ 26.88	\$ 3,477.07	\$ 3,650.40	\$ 3,832.40	\$ 4,026.53	\$ 4,227.60	\$ 4,437.33	\$ 4,659.20
MIS (MS) 4151	Maintenance Worker I	\$ 24.24	\$ 25.44	\$ 26.73	\$ 28.08	\$ 29.45	\$ 30.92	\$ 32.48	\$ 4,201.60	\$ 4,409.60	\$ 4,633.20	\$ 4,863.73	\$ 5,104.67	\$ 5,359.47	\$ 5,629.87
MIS (MS) 4201	Administrative Assistant II	\$ 24.47	\$ 25.71	\$ 26.99	\$ 28.35	\$ 29.75	\$ 31.24	\$ 32.81	\$ 4,241.47	\$ 4,456.40	\$ 4,678.27	\$ 4,914.00	\$ 5,166.67	\$ 5,414.93	\$ 5,687.07
MIS (MS) 4261	Maintenance Worker II	\$ 27.32	\$ 28.68	\$ 30.11	\$ 31.61	\$ 33.20	\$ 34.87	\$ 36.62	\$ 4,735.47	\$ 4,971.20	\$ 5,219.07	\$ 5,479.07	\$ 5,754.67	\$ 6,044.13	\$ 6,347.47
MIS (MS) 4301	Code Compliance Specialist	\$ 29.86	\$ 31.36	\$ 32.92	\$ 34.58	\$ 36.30	\$ 38.12	\$ 40.02	\$ 5,175.73	\$ 5,435.73	\$ 5,706.13	\$ 5,993.87	\$ 6,292.00	\$ 6,607.47	\$ 6,936.80
MIS (MS) 4351	Permit Technician	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.68	\$ 38.51	\$ 40.43	\$ 5,229.47	\$ 5,491.20	\$ 5,765.07	\$ 6,054.53	\$ 6,357.87	\$ 6,675.07	\$ 7,007.87
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 30.47	\$ 31.99	\$ 33.59	\$ 35.28	\$ 37.04	\$ 38.89	\$ 40.83	\$ 5,281.47	\$ 5,544.93	\$ 5,822.27	\$ 6,115.20	\$ 6,420.27	\$ 6,740.93	\$ 7,077.20
MIS (MS) 4501	Management Assistant	\$ 31.38	\$ 32.95	\$ 34.61	\$ 36.35	\$ 38.15	\$ 40.07	\$ 42.08	\$ 5,439.20	\$ 5,711.33	\$ 5,999.07	\$ 6,300.67	\$ 6,612.67	\$ 6,945.47	\$ 7,293.87
MIS (MS) 4551	Lead Maintenance Worker														
MIS (MS) 4601	Code Compliance Officer	\$ 32.98	\$ 34.63	\$ 36.38	\$ 38.19	\$ 40.10	\$ 42.11	\$ 44.21	\$ 5,716.53	\$ 6,002.53	\$ 6,305.87	\$ 6,619.60	\$ 6,950.67	\$ 7,299.07	\$ 7,663.07
MIS (MS) 4651	Senior Engineering Technician	\$ 36.31	\$ 38.13	\$ 40.04	\$ 42.03	\$ 44.14	\$ 46.33	\$ 48.66	\$ 6,293.73	\$ 6,609.20	\$ 6,940.27	\$ 7,285.20	\$ 7,650.93	\$ 8,030.53	\$ 8,434.40
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 36.63	\$ 38.46	\$ 40.39	\$ 42.39	\$ 44.51	\$ 46.73	\$ 49.08	\$ 6,349.20	\$ 6,666.40	\$ 7,000.93	\$ 7,347.60	\$ 7,715.07	\$ 8,099.87	\$ 8,507.20
MIS (MS) 4801	Environmental Specialist	\$ 37.18	\$ 39.03	\$ 40.98	\$ 43.03	\$ 45.20	\$ 47.44	\$ 49.82	\$ 6,444.53	\$ 6,765.20	\$ 7,103.20	\$ 7,458.53	\$ 7,834.67	\$ 8,222.93	\$ 8,635.47
MIS (MS) 4851	Senior Code Compliance Officer	\$ 37.27	\$ 39.14	\$ 41.10	\$ 43.14	\$ 45.30	\$ 47.59	\$ 49.96	\$ 6,460.13	\$ 6,784.27	\$ 7,124.00	\$ 7,477.60	\$ 7,852.00	\$ 8,248.93	\$ 8,659.73
MIS (MS) 4901	Public Works Inspector	\$ 38.29	\$ 40.21	\$ 42.22	\$ 44.33	\$ 46.57	\$ 48.88	\$ 51.34	\$ 6,636.93	\$ 6,969.73	\$ 7,318.13	\$ 7,683.87	\$ 8,072.13	\$ 8,472.53	\$ 8,898.93
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 41.18	\$ 43.24	\$ 45.40	\$ 47.67	\$ 50.06	\$ 52.56	\$ 55.20	\$ 7,137.87	\$ 7,494.93	\$ 7,869.33	\$ 8,262.80	\$ 8,677.07	\$ 9,110.40	\$ 9,568.00
MIS (MS) 5051	Assistant Civil Engineer	\$ 42.33	\$ 44.45	\$ 46.67	\$ 49.02	\$ 51.46	\$ 54.04	\$ 56.74	\$ 7,337.20	\$ 7,704.67	\$ 8,089.47	\$ 8,486.80	\$ 8,919.73	\$ 9,368.93	\$ 9,834.93
MIS (MS) 5101	Associate Civil Engineer	\$ 60.68	\$ 63.23	\$ 65.88	\$ 68.67	\$ 71.60	\$ 74.69	\$ 77.92	\$ 8,784.53	\$ 9,228.53	\$ 9,685.87	\$ 10,169.47	\$ 10,677.33	\$ 11,212.93	\$ 11,772.80